

LIMITED WARRANTY

BY USING YOUR KINECT SENSOR YOU AGREE TO THIS WARRANTY. BEFORE SETTING IT UP, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT ACCEPT THIS WARRANTY, DO NOT USE YOUR KINECT SENSOR. RETURN IT UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND.

Contact Microsoft at: <http://www.xbox.com/zh-HK> for Hong Kong; <http://www.xbox.com/ko-KR> for Korea; <http://www.xbox.com/zh-SG> for Singapore; and <http://www.xbox.com/zh-TW> for Taiwan or call 3071-4868 for Hong Kong; 0368-440-0090 for Korea; 6622-1626 for Singapore; and 00801 44 4231 for Taiwan. This warranty gives You specific legal rights. You may also have other rights which vary from country to country. This warranty applies to the maximum extent permitted by law and unless restricted or prohibited by law.

1. Definitions

- (a) "Kinect Sensor" means a new Kinect Sensor purchased from an authorized retailer.
- (b) "Express Warranty Period" means 1 year from the date You purchased Your Kinect Sensor. (c) "You" means the original end-user and "Your" will be construed accordingly.
- (c) "Normal Use Conditions" means ordinary consumer use under normal home conditions according to the instruction manual for the Kinect Sensor.
- (d) "Microsoft" means Microsoft Corporation.
- (e) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

2. Warranty

- (a) During the Express Warranty Period, Microsoft warrants, only to You, that the Kinect Sensor will not malfunction under Normal Use Conditions ("Express Warranty").
- (b) This is the only express warranty or condition Microsoft gives for Your Kinect Sensor and Microsoft gives no other guarantee, warranty, or condition. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.
- (c) YOU MAY HAVE AN IMPLIED WARRANTY UNDER STATUTE, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ("Implied Warranty").

3. How to Get Warranty Service

- (a) Before starting the warranty process, please use the trouble-shooting tips in the Support section at: <http://www.xbox.com/zh-HK> for Hong Kong; <http://www.xbox.com/ko-KR> for Korea; <http://www.xbox.com/zh-SG> for Singapore; and <http://www.xbox.com/zh-TW> for Taiwan.
- (b) If the troubleshooting tips don't resolve Your problem, then follow the online repair process in the Support section at <http://www.xbox.com/zh-HK> for Hong Kong; <http://www.xbox.com/ko-KR> for Korea; <http://www.xbox.com/zh-SG> for Singapore; and <http://www.xbox.com/zh-TW> for Taiwan. If you do not have access to the Internet, you can call 3071-4868 for Hong Kong; 00368-440-0090 for Korea; 6622-1626 for Singapore; and 00801 44 4231 for Taiwan.

4. Microsoft's Responsibility

- (a) After You return Your Kinect Sensor for service, Microsoft will inspect it.
- (b) If Microsoft determines that the Kinect Sensor malfunctioned during the Express Warranty Period or any Implied Warranty period under Normal Use Conditions, Microsoft will (at its option) repair or replace it, or refund the purchase price to You. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit.
- (c) After repair or replacement, Your Kinect Sensor will be covered by this warranty for the longer of the remainder of Your original Express Warranty Period or Implied Warranty period or 95 days after Microsoft ships it to You.
- (d) MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR KINECT SENSOR, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY.
- (e) If Your Kinect Sensor malfunctions after the Express Warranty Period, or any Implied Warranty period expires, there is no warranty of any kind. After the Express Warranty Period, or any Implied Warranty period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems with Your Kinect Sensor.

5. Warranty Exclusions

Microsoft is not responsible and this Express Warranty does not apply if Your Kinect Sensor is:

- (a) damaged by use with products not sold or licensed by Microsoft (including, for example, games and accessories not manufactured or licensed by Microsoft, and "pirated" games, etc.);
- (b) used for commercial purposes (including, for example, rental, pay-per-play, etc.);
- (c) opened, modified, or tampered with (including, for example, any attempt to defeat any Kinect Sensor technical limitation, security, or anti-piracy mechanism, etc.), or its serial number is altered or removed;
- (d) damaged by any external cause (including, for example, by being dropped, used with inadequate ventilation, etc., or failure to follow instructions in the instruction manual for the Kinect Sensor); or
- (e) repaired by anyone other than Microsoft.

6. EXCLUSION OF CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MICROSOFT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR KINECT SENSOR. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE LOSSES OR DAMAGES. Some countries do not allow the exclusion or limitation of certain losses or damages, so this limitation or exclusion may not apply to You.

7. Additional Terms

If You attempt to defeat or circumvent any Kinect Sensor technical limitation, security, or anti-piracy system, You may cause Your Kinect Sensor to stop working permanently. You may also void Your Express Warranty and Implied Warranty, and make Your Kinect Sensor ineligible for authorized repair, even for a fee.

8. Choice of Law

This warranty is valid only in Hong Kong, Korea, Singapore and Taiwan. This warranty will be subject to and construed in accordance with the law of your country of residence.

SOFTWARE LICENSE

BY USING YOUR KINECT SENSOR YOU AGREE TO THIS SOFTWARE LICENSE. BEFORE SETTING IT UP, PLEASE READ THIS SOFTWARE LICENSE CAREFULLY. IF YOU DO NOT ACCEPT THIS SOFTWARE LICENSE, DO NOT USE YOUR KINECT SENSOR. RETURN IT TO UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND. Contact Microsoft at: <http://www.xbox.com/zh-HK> for Hong Kong; <http://www.xbox.com/ko-KR> for Korea; <http://www.xbox.com/zh-SG> for Singapore; and <http://www.xbox.com/zh-TW> for Taiwan or call 3071-4868 for Hong Kong; 00368-440-0090 for Korea; 6622-1626 for Singapore; and 00801 44 4231 for Taiwan.

1. Definitions

- (a) "Xbox 360 S" means an Xbox 360 S console.
- (b) "Authorized Accessory" means a Microsoft branded Xbox 360 or Xbox 360 S hardware accessory, and a Microsoft licensed, third party branded, Xbox 360 or Xbox 360 S hardware accessory whose packaging bears the official "Licensed for Xbox" logo. The Kinect Sensor is an Authorized Accessory solely for purpose of this software license.
- (c) "Authorized Games" means Xbox 360 or Xbox 360 S games on game discs published or licensed by Microsoft, and game content downloaded from Microsoft's Xbox LIVE service or Xbox.com Web site (for example, avatars, downloadable games, game add-ons, etc.).
- (d) "Software" means the software pre-installed in the Kinect Sensor, including any updates Microsoft may make available from time to time.
- (e) "Unauthorized Accessories" means all hardware accessories other than an Authorized Accessory, except that USB memory sticks, digital cameras used to make photographs or movies, and music players used to play music or display photographs or videos are not Unauthorized Accessories.
- (f) "Unauthorized Games" means all game discs, game downloads, and game content or media other than Authorized Games.
- (g) "Unauthorized Software" means any software not distributed by Microsoft through Xbox 360 or Xbox 360 S game discs published or licensed by Microsoft, Microsoft's Xbox LIVE service, or Xbox.com Web site.
- (h) "You" means the user of a Kinect Sensor.

2. Interpretation

This warranty applies to the maximum extent permitted by law and unless prohibited by law. This warranty does not change your rights under the laws of your country of residence if the laws of your country of residence do not permit it to do so.

3. License

- (a) The Software is licensed to You, not sold. You are licensed to use the Software only as pre-installed in Your Kinect Sensor, and updated by Microsoft from time to time. You may not copy or reverse engineer the Software.

- (b) As conditions to this Software license, You agree that:
- (i) **You will use Your Kinect Sensor with Xbox 360 or Xbox 360 S only and not with any other device (including, for example, personal computers, other video game consoles, etc.). You will use only Authorized Games with Your Kinect Sensor. You will not use Unauthorized Accessories or Unauthorized Games. They may not work or may stop working permanently after a Software update.**
 - (ii) **You will not use or install any Unauthorized Software. If You do, Your Kinect Sensor may stop working permanently at that time or after a later Software update.**
 - (iii) You will not attempt to defeat or circumvent any Kinect Sensor technical limitation, security, or anti-piracy system. If You do, Your Kinect Sensor may stop working permanently at that time or after a later Software update.
 - (iv) Microsoft may use technical measures, including Software updates, to limit use of the Kinect Sensor to Xbox 360 or Xbox 360 S, to prevent use of Unauthorized Accessories and Unauthorized Games, and to protect the technical limitations, security and anti-piracy systems in the Kinect Sensor.
 - (v) **Microsoft may update the Software from time to time without further notice to You, for example, to update any technical limitation, security, or anti-piracy system.**

4. **Warranty.**

The Software is covered by the Limited Warranty for Your Kinect Sensor, and Microsoft gives no other guarantee, warranty, or condition for the Software. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.

5. **EXCLUSION OF CERTAIN DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MICROSOFT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE THE SOFTWARE. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE LOSSES OR DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some countries do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to You.

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