

“MICROSOFT EXTENDED WARRANTY SERVICE CONTRACT”**Commercial Service Contract
Terms & Conditions****Microsoft’s contact details**

Name and address:	Microsoft New Zealand Limited Level 5, 22 Viaduct Harbour Avenue PO BOX 8070 Symonds Street Auckland 1150
Telephone number:	+64-93625800
Email address:	msepbus@microsoft.com

CONSUMER GUARANTEES ACT 1993 RIGHTS**Summary of Consumer Guarantees Act 1993 (CGA) rights**

If **You** are a consumer under the CGA, **You** have certain rights in respect of goods that a business sells **You**. In summary, goods must:

- be durable for as long as most people would expect that kind of good to last;
- be fit for their purpose – do all the normal things that people would expect this kind of good to do;
- be free of minor and major faults; and
- do what **You**, the consumer, are told they do including anything written on the box or in advertising material.

If a good fails to meet one of the guarantees set out in the CGA, **You** have the following rights:

- If the failure is serious **You** can choose between a refund, a **Replacement** with goods of the same type and similar value, a repair or keeping the goods and the business that sold **You** the goods will pay **You** an amount of money to cover the loss in their value.
- If the failure is not serious, the business that sold **You** the goods can choose to refund, **Repair** or **Replace** with goods of identical type. If they choose to **Repair** or **Replace** it must be done within a reasonable time or **You** can ask for a refund.
- If **You** incur extra costs from the failure, the business that sold **You** the goods must pay **You** a reasonable amount for damage caused by any fault or for extra costs caused by the failure of the goods including any costs in returning the goods.
- There is no limit on the number of **Claims You** can make.
- If the business that sold **You** the goods has **Repaired** or **Replaced** them, **You** have the same rights with that item as **You** had with the original goods.
- If the business that sold **You** the goods disagrees about the fault, what caused the fault or what remedy **You** are entitled to, **You** can take them to the Disputes Tribunal. There is a cost which **You** pay to the Tribunal for taking such a claim.

Comparison of CGA rights to Your rights under this Contract

In order to access a remedy under the CGA, **You** are required to show that the goods have failed to comply with one of the CGA’s guarantees (for example, the guarantee as to acceptable quality of goods, or the guarantee as to fitness for a particular purpose). This **Contract** provides **You** with a more direct route to a remedy in the event of a **Breakdown** (as that term is defined under the Definitions section).

While it is likely that a **Breakdown** would also give rise to a remedy under the CGA, this **Contract** allows **You** (subject to the terms of this **Contract**) to have **Microsoft Repair** or **Replace Your Product** without the need for **You** to show the **Product** has failed to meet any particular quality or functionality threshold (i.e. a CGA guarantee). However, **You** will still need to show that the fault with **Your Product** meets the definition of **Breakdown** and is not excluded from this **Contract** under the Exclusions section below.

Faults with **Your Product** may arise that do not constitute a **Breakdown**, in such cases, **You** will not have a remedy under this **Contract**, but may do under the CGA.

While **Your** rights under the CGA commence at the time **You** purchase **Your Product**, the rights under this **Contract** do not commence until the expiry of the **Manufacturer’s** limited warranty. The **Manufacturer’s** limited warranty expires 2 years from purchase of the **Product**.

Your right to cancel this Contract

You have a right under the Fair Trading Act 1986 (FTA) to cancel this **Contract** within five (5) working days after the date on which **You** receive a copy of this **Contract**, or at any time if **Microsoft** has failed to comply with the disclosure requirements in section 36U of the FTA, unless that failure is minor.

You may exercise this right by contacting **Microsoft** at one of the contact addresses or telephone number set out at the top of this page. If **You** exercise this right, **Microsoft** will immediately repay **You** all additional consideration **You** have paid for this **Contract**. This right is in addition to the other rights of cancellation set out later in this **Contract**.

DEFINITIONS

*Throughout this **Contract**, the following capitalized and bolded words have the stated meaning –*

- **“Accidental Damage”**: refers to accidental damage from handling; meaning such as damage resulting from unintentionally dropping the **Covered Product**, liquid spillage, or in association with screen breakage.
- **“Breakdown”**: the mechanical and/or electrical failure of the **Covered Product** that results in it no longer being able to perform its intended function, including defects in materials or workmanship and not normal wear/tear, and that occurs during normal use of the Product.
- **“Claim”**: a request for **Repair** or **Replacement** in accordance with this **Contract** made by **You**.
- **“Covered Product(s)”, “Product(s)”**: the eligible **Microsoft** Surface, series device(s) purchased by **You** that is/are to be **Covered** under this **Service Contract**.
- **“Limit(s) of Liability”**: The maximum liability under this **Contract** for any one **Claim** and in total during the **Term** of the **Contract**.
- **“Manufacturer”, “Microsoft”**: the original equipment **Manufacturer** of the **Product**, who are also the **Administrator** of this **Service Contract**. Website is www.microsoft.com.
- **“Original Purchase Price”**: the amount paid by **You** for the **Covered Product(s)**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Plan”**: the specific **“COVERAGE PLAN OPTION”** under this **Service Contract** that **You** have selected and purchased, as confirmed on **Your Proof of Purchase**.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which the **Service Contract** and **Product** were purchased, as well as the **Term** period and specific **Coverage Plan** Option.
- **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Covered Product** to a sound functioning state following a **Covered Breakdown**. Parts used to **Repair** the **Covered Product** may be new, used, refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original Product.
- **“Replace” or “Replacement(s)”**: an item supplied to **You** through **Our** arrangement in the event **We** determine the **Covered Product** is not suitable for **Repair**. **We** reserve the right to **Replace** the **Covered Product** with a new, rebuilt or refurbished item of equal or similar features and functionality. **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or color as the previous **Covered Product**.
- **“Retailer”**: the seller that has been authorized by **Us** to sell this **Contract** to **You**.
- **“Service Contract”, “Contract”**: this document detailing all **Coverage** provisions, conditions, exclusions and limitations for the **Microsoft** Extended Hardware **Service Contract** program that has been provided to **You** upon purchase completion from **Our Retailer**.
- **“Term”**: the period of time shown on **Your Proof of Purchase** which represents the duration in which the provisions of this **Contract** are valid.
- **“We”, “Us”, “Our”, “Provider”, “Administrator”**: the party or parties obligated to provide service under this **Contract** as the **Service Contract Provider**/obligor, as well as handle the administration under this **Contract** as the **Service Contract Administrator**, who is **Microsoft** New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO BOX 8070 Symonds Street, Auckland 1150.
- **“You”, “Your”**: the purchaser/owner of the **Product(s) Covered** by this **Service Contract**.

TERRITORY

This **Service Contract** is valid and eligible for purchase in New Zealand only.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

Coverage for a **Breakdown** begins upon expiration the **Manufacturer’s** original parts and/or labor warranty and continues for the remainder of **Your Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached, whichever is sooner.

PRODUCT ELIGIBILITY

In order to be eligible for **Coverage** under this **Contract**, the **Product** must: (a) be an eligible **Microsoft** Surface device; (b) be purchased from **Microsoft** or an authorized **Retailer**; (c) have a minimum twelve (12) month **Manufacturer’s** warranty attached to the merchandise; and (d) not be a Surface Hub model.

WHAT IS COVERED – GENERAL

During the **Term** described above, in the event of a **Covered Claim** at **Our** sole discretion, this **Contract** provides for (i) labor and/or parts required to **Repair** the **Covered Product**; or (ii) at **Our** sole discretion, **Replacement** of the **Covered Product** in lieu of such **Repair**; or (iii) a straight **Replacement** for the **Covered Product** if detailed under **Your Plan** description (**“Coverage”, “Covered”, “Cover”**). Please refer to the **“COVERAGE PLAN OPTIONS”** section that is applicable to **Your Plan** for full details.

For **Breakdown Claims** **We** will **Repair** or **Replace Your Product** pursuant to the provisions of this **Contract**. If **We** decide to **Replace Your Product**, technological advances may result in a **Replacement** with a lower selling price than the previous **Covered Product**, and no reimbursement based on any **Replacement** item cost difference will be provided. Any and all parts or units **Replaced** under this **Contract** become **Our** property in their entirety. When a **Replacement** is applicable and provided in lieu of **Repair**, any non-standard accessories, attachments and/or peripherals that are integrated with the **Product**, but that were not provided and included by the **Manufacturer** in the packaging and with the original sale of the **Covered Product**, will NOT be included with such **Replacement**.

OPTIONAL ADDITIONAL COVERAGE: DRIVE (SSD) RETENTION OPTION

When selected and purchased by **You** and is indicated on the **Proof of Purchase**, this additional **Coverage** will provide **You** the option to retain the solid state drive (SSD) of the **Covered Product** in the event of a covered **Breakdown**. Your serviced **Covered Product** will include a new SSD at no additional charge. This **Coverage** is only available on **Microsoft** devices in which the SSD is marketed as removable on the technical specifications sheet on the **Product** page for **Your Covered Device**.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. If **We** provide a **Replacement** to **You**, any or all of the following may apply:
- ▶ **We** reserve the right to replace a defective **Product** with a new, rebuilt or refurbished item of equal or similar features and functionality; which

- may not be the same model, size, dimension or colour as the previous **Product**;
- ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Contract** shall not provide **You** with any reimbursement for such a price difference; and/or,
 - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. **Coverage** described under this **Contract** shall not replace or provide any duplicative benefits during any valid **Manufacturer's** warranty period. During such period, anything **Covered** under the **Manufacturer's** warranty is the sole responsibility of the **Manufacturer** and shall NOT be **Covered** under this **Contract**; regardless of the **Manufacturer's** ability to fulfil its obligations.
- C. **Coverage** under this **Contract** is limited to that which is specifically described in this document, as applicable to **Your Contract**. Anything NOT specifically expressed herein is NOT **Covered** (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** designees).
- D. **Your** responsibilities: It is **Your** responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services **Covered** under this **Contract**. Software and/or data transfer or restoration services are NOT **Covered**.

COVERAGE PLAN OPTIONS

(As indicated on your Proof of Purchase and applicable to You)

Your summary of **Coverage** can be found at www.microsoft.com/surface/business/extended-service-warranty.

When purchased, this **Contract** provides the **Coverage** that is described in the "WHAT IS **COVERED** – GENERAL" section above and subject to the following provisions:

COVERED ESSENTIALS: Surface tablet, laptop, Studio desktop computer, and/or book plus associated power supply unit with attaching cords are **Covered** under this **Contract**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

- ▶ NOTICE – Surface device only includes mouse and keyboard when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ NOTICE –Expressly excluded items: Digital pen, keyboard, mouse and add-on items are not **Covered** under this **Contract**. (Regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).

LIMIT OF LIABILITY

During **Your Term**, the cumulative maximum amount that **We** are obligated to pay for shall not exceed the **Original Purchase Price** of **Your Product** ("**Aggregate Limit**"). The **Repair** and **Replacement** limits that accumulate towards this **Aggregate Limit** is broken down as follows:

- For **Breakdown Covered Claims:**
 - **Aggregate Repair Limit:** unlimited **Repairs** to **Your Covered Product** up to the amount equal to the **Original Purchase Price** of the **Covered Product**. Once this aggregate repair limit has been reached, **Our** obligations will be considered fulfilled and **Coverage** under **Your Plan** ends.
 - **Replacement** Limit: up to one (1) **Replacement** of **Your Covered Product** in the event **We** determine that the **Covered Product** cannot be repaired. If **Your Product** has already been replaced once for a **Breakdown** cause (such as **Breakdown** due to mechanical/electrical breakdown), **Our** obligations for **Breakdown Coverage** will be considered fulfilled and **Breakdown Coverage** under **Your Plan** ends.

ADVANCED EXCHANGE REPLACEMENTS UNDER THIS "SURFACE PLAN": If **We** choose to provide a **Replacement**, **We** may provide advanced exchange service. If **We** provide advanced exchange service, the **Replacement Product** will be delivered to **You** in advance of **Our** receipt of the defective **Product**. In exchange, the defective **Product** must be returned to us within ten (10) calendar days of confirmed delivery receipt of the **Replacement Product** or such longer period as agreed with **Us**. If the defective **Product** is not returned to **Us** within the required or agreed timeframe, **You** will be assessed a non-returned device fee equal to the **Manufacturer's** retail price of the **Replacement Product**.

COVERAGE OF REPLACEMENT PRODUCT: A **Replacement** provided under this **Plan** will be automatically considered as the "**Covered Product**" referenced throughout the provisions of this **Contract**, and **Coverage** for such **Replacement** will continue for the remainder of **Your** current **Contract Term** (assuming there is remaining time under **Your** current **Term** and that the **Limit Of Liability** has not been reached). A **Replacement** will not extend **Your** current **Contract Term**.

PLACE OF SERVICE

For all **Covered Claims**, this **Contract** provides pre-paid shipping of the affected **Product** to the servicing location designated by the **Administrator**, as well as shipping of the **Repaired Product** (or **Replacement**, if applicable) back to **Your** registered location on file.

LIMIT OF LIABILITY

In addition to that which is noted in the "**COVERAGE PLAN OPTIONS**" section as applicable to "**Your Plan**", neither **We** nor the **Retailer** shall be liable for any incidental or consequential damages; including but not limited to: (i) property damage, lost time, lost data, or lost income resulting from a defined **Breakdown** or **Accidental Damage**, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Covered Product**; including but not limited to any non-covered equipment used in association with the **Covered Product**; (ii) delays in rendering **Covered** services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by the customer associated with customized installations to fit the **Covered Product** such as third party stands, mounts and customized alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or color as the previous **Covered Product**. **We** shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the **Covered Product** or a **Replacement** provided under the provisions of this **Contract**. **We** shall not be liable for any and all **Pre-Existing Conditions** (as defined in the GENERAL EXCLUSIONS section) known to **You**, including any inherent **Product** flaws.

WHAT IS NOT COVERED – BREAKDOWN EXCLUSIONS

THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- (a) **Accidental Damage.**
- (b) Pre-Existing Conditions incurred or known to **You** ("Pre-Existing Conditions" refers to damages or defects associated with the **Product** that existed before this **Contract** was purchased).
- (c) Improper packaging and/or transportation by **You** or **Your** representative resulting in damage to the **Product** while it is in transit, including improperly securing the **Product** during transportation.
- (d) Any indirect loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown**, or **Accidental Damage** event, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Product**; including, but not limited to any non-covered equipment used in association with the **Product**; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by **You** associated with customized installations to fit the **Product** such as third party stands, mounts, and customized alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or color as the previous **Product**. **We** shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the **Product** or a **Replacement** provided under the provisions of this **Contract**.
- (e) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by **Us** or other than in accordance with **Manufacturer's** specifications.
- (f) Damage from freezing, overheating, rust, corrosion, warping or bending.
- (g) Wear and tear, or gradual deterioration of **Product** performance.
- (h) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.
- (i) Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
- (j) Loss, theft, or malicious mischief or disappearance.
- (k) Fortuitous events, including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand or smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction.
- (l) Lack of performing the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
- (m) Product(s) that are subject to a **Manufacturer's** recall, warranty or rework to repair design or component deficiencies, improper construction, **Manufacturer** error regardless of the **Manufacturer's** ability to pay for such repairs.
- (n) Product(s) that have removed or altered serial numbers.
- (o) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
- (p) Normal periodic or preventive maintenance, adjustment, modification or servicing.
- (q) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.
- (r) Cost of component parts not covered by the **Product's** original **Manufacturer's** warranty, or any non-operating / non-power-driven part, including, but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this **Contract**), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring.
- (s) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
- (t) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- (u) Any **Claim** where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Contract**.
- (v) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.
- (w) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- (x) Any **Claim** or benefit under this **Contract** to the extent the provision of such cover, payment of such **Claim** or provisions of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORISED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the Breakdown to Your Product is Covered under Your Service Contract. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. There is no Coverage under this Contract if You make unauthorized repairs.

Please have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit www.microsoft.com/surface/business/extended-service-warranty. **Our** authorized representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a **Claim service request number** and further instructions on how to obtain service for **Your Product**.

Please do not take or return **Your Product** to the **Retailer** or send **Your Product** anywhere, unless **We** instruct You to do so. If **You** are instructed by **Us** to take the **Product** to an authorized servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorized depot center), please be sure to include all of the following with **Your Product**:

- (1) The defective **Product**;
- (2) A copy of **Your Proof of Purchase**;
- (3) A brief written description of the problem **You** are experiencing with the **Product**; and
- (4) A prominent notation of **Your Claim service request number** that **We** gave to **You**.

NOTE: If **We** require **You** to mail the **Product** elsewhere, **We** will provide **You** specific instructions on how to mail the **Product**. For mail-in service, **We** will pay for shipping to and from **Your** location if **You** follow all instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any freight charges or damages due to improper packaging by **You** or **Your** authorized representative.

Coverage is only provided for eligible services that are conducted by a servicer, **Retailer**, or depot center which has been authorized by **Us**. If **Your Term** expires during the time of an approved **Claim**, **Breakdown Coverage** under this **Contract** will be extended until the date in which the approved **Claim** in progress has been fulfilled completely in accordance with the terms and conditions of this **Contract**.

RENEWABILITY

After **Your Term** expires, **We** may offer **You** the option to renew **Your Coverage**. If **We** offer to renew **Your Coverage**, the renewal price quoted will reflect the age of **Your Product** and the prevailing **Product Replacement** cost at the time of the renewal.

TRANSFERABILITY

Coverage under this **Contract** cannot be transferred to any other party or product.

CANCELLATION

YOUR RIGHT TO CANCEL

You may cancel this **Contract** at any time by informing **Us** of the cancellation request at the details below.

You may write to **Us** at: Contract Cancellations, **Microsoft** New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO BOX 8070 Symonds Street, Auckland 1150, phone **Us** on the phone number found at <http://support.microsoft.com> or email msespbus@microsoft.com.

If **Your** cancellation request is within forty-five (45) days of the **Contract** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Contract** purchase price paid by **You**, provided that no warranty claims have been made during that period.

If **Your** cancellation request is made after forty-five (45) days of the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price paid by **You**, provided no warranty claims have been made.

OUR RIGHT TO CANCEL

If **We** cancel this **Contract**, **We** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Contract**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

We may only cancel this **Contract** for the following reasons:

- (a) non-payment of the **Contract** purchase price/fee by **You**,
- (b) deliberate misrepresentation by **You**, or
- (c) substantial breach of duties under this **Contract** by **You** in relation to the **Product** or its use.

COMPLAINTS PROCEDURE

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service please notify one of **Our** representatives as outlined on **Your Proof of Purchase**.

We will reply within five (5) working days from when **We** receive **Your** complaint and where your complaint relates to **Accidental Damage**, we will acknowledge your complaint within 24 hours (or next business day). If it is not possible to give **You** a full reply within this time (for example, because a detailed investigation is required), **We** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a full reply and from whom. In most cases **Your** complaint will be resolved within four (4) weeks.

PRIVACY AND DATA PROTECTION

DATA PROTECTION

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is **Microsoft**. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at Microsoft.com/privacy.

HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We will process the personal data, being any information relating to an identified or identifiable natural person, **We** hold about **You** in the following ways:

- o For the purposes of providing handling **Request for Services** and any other related purposes. This may include decisions made via automated means, this is for the performance of the contract between **Us** and **You**.
- o For research or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyze historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and for legal obligations based on a jurisdiction outside of New Zealand.
- o To provide **You** with information, products or services that you request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
- o To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- o To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet **Our** legal and regulatory obligations based on a jurisdiction with New Zealand.

DISCLOSURE OF YOUR PERSONAL DATA

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include, group companies, agents, third party administrators, insurers, credit agencies, fraud detection agencies, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

YOUR RIGHTS

You have the right to:

- a) Object to the processing of **Your** personal data for direct marketing purposes at any time;
- b) Object to the processing of **Your** personal data where processing is based on **Our** legitimate interests;
- c) Access and obtain a copy of the personal data in **Our** control and information about how and on what basis this personal data is processed;
- d) Request erasure of **Your** personal data;
- e) Ask to update or correct any inadequate, incomplete or inaccurate data.
- f) Restrict the processing of **Your** data.
- g) Ask **Us** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another data controller, but in each case only where the processing is based on **Your** consent or on the performance of a contract with **You** and the processing is carried out by automated means;
- h) Lodge a complaint with the local data protection authority;
- i) Withdraw **Your** consent at any time where processing is based on **Your** consent, without affecting the lawfulness of processing based on consent before its withdrawal.

RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the **Contract**, or business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website (Microsoft.com/privacy) for full address details.

GENERAL PROVISIONS

- 1. Subcontract; Assign.** **We** may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** **You** expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this **Contract** will be in writing and may be sent by any reasonable means including by mail, email, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email that **You** provided to **Us**, or seven (7) days after mailing to the street address **You** provided.
- 4. Law.** The governing law for the **Contract** is the law in New Zealand whose courts have non-exclusive jurisdiction to hear any disputes between the **Parties** to this **Contract**.

ENTIRE AGREEMENT

This **Service Contract**, including the **Proof of Purchase**, terms, conditions, limitations, exceptions and exclusions, and **Your Proof of Purchase**, constitute the ENTIRE AGREEMENT between **Us** and **You** and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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