

“MICROSOFT BUSINESS CONTRACT”

Warranty Extension Terms & Conditions – Mechanical Breakdown

Thank **You** for **Your** recent purchase of Microsoft mechanical breakdown warranty. Please keep this important terms and conditions document (“Contract”) along with the **Proof of Purchase** together in a safe place, as both will be needed at the time of a warranty claim.

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:	msepsbus@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 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 bolded out words have the stated meaning –

- **“Breakdown”**: the mechanical and/or electrical failure of the **Product** that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear/tear, and that occurs during normal use of the **Product**.
- **“Consequential Loss”**: a loss or cost incurred by **You** resulting from a protected incident but which itself is not specifically protected under this Contract, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Limit of Liability”**: the maximum liability under this Contract for any one warranty claim and in total during the **Term** of the Contract, as stated in the ‘Warranty’.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Microsoft New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO BOX 8070 Symonds Street, Auckland 1150. Website www.microsoft.com
- **“Original Purchase Price”**: the amount paid by **You** for the protected **Product(s)**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Product(s)”**: the item(s) that **You** originally purchased, or, at **Our** discretion, a **Replacement** item provided by **Us** that is protected under this Contract.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under **Manufacturer’s** warranty documentation that provides proof that **You** own the **Product**.
- **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a protected **Breakdown** warranty claim. *Parts used to **Repair** the **Product** may be new, used or refurbished 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 original defective **Product** is not suitable for **Repair**. ***We** will use every reasonable effort to **Repair**, but **We** reserve the right to **Replace** the defective **Product**, at **Our** sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality and **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or color as the previous **Product**.*
- **“Retailer”**: the seller that has been authorised by **Manufacturer** to sell this Contract to **You**.
- **“Summary of Protection”**: the first page of **Your** online **Microsoft** account, as stated in the ‘Warranty’, that confirms **Your** protection under this Contract.
- **“Term”**: the period of time in which the provisions of this Contract are valid as stated on **Your Summary of Protection**.
- **“We”, “Us”, “Our”**: the **Manufacturer**, or on its behalf an administrator or claims administrator obligated to provide a service under this Contract.
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** protected by this Contract.

TERM – EFFECTIVE DATE OF PROTECTION

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

PRODUCT ELIGIBILITY

In order to be eligible for protection under this Contract, the **Product** must be: (a) purchased from a **Retailer**; (b) not be a Surface Hub model (c) have a minimum twelve (12) month **Manufacturer’s** warranty, and (d) not covered under any insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

WHAT IS PROTECTED – GENERAL

During the **Term**, in the event of an insured claim for a **Breakdown** this **Contract** provides for: (i) the labour and/or parts necessary to **Repair** the **Product**; OR (ii) at **Our** sole discretion, a **Replacement** for the **Product** in lieu of such **Repair**. Please refer to the “COVERAGE PLAN OPTIONS” section that is applicable to **Your Contract** for full details.

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**:
 - ▶ **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.
 - ▶ 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 Cover 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 insured under this **Contract**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

- ▶ **NOTICE** – Studio desktop computer 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 OR 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).**

DEDUCTIBLE

Under **Your Contract**, no **Deductible** payment is required.

LIMIT OF LIABILITY

For all covered claims, the cumulative maximum amount that We are obligated to pay is the amount equal to the **Original Purchase Price** shown on Your Proof of Purchase (“**Aggregate Limit**”). The **Replacement** limit that accumulates towards this **Aggregate Limit** is broken down as follows:

- ▶ **AGGREGATE LIMIT FOR COVERED CLAIMS:** Up to two (2) **Replacements**, provided at **Our** sole discretion, with covered claims. ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT CONTRACT TERM.

If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product may be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT.** If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer’s** suggested retail price of the **Replacement** product.

WHAT IS NOT PROTECTED – EXCLUSIONS

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

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| <p>(a) Pre-Existing Conditions incurred or known to You (<i>Pre-Existing Condition refers to damages or defects associated with the Product that existed before this Contract was purchased</i>).</p> <p>(b) 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.</p> <p>(c) Any Consequential Loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, or AD 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 customised installations to fit the Product such as third party stands, mounts, and customised 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.</p> <p>(d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by Us.</p> <p>(e) Damage from freezing, overheating, rust, corrosion, warping or bending.</p> <p>(f) Wear and tear, or gradual deterioration of Product performance.</p> | <p>(g) The intentional treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.</p> <p>(h) Damage to or malfunction of Your Product caused by or attributed to the operation of a software virus or any other software based malfunction.</p> <p>(i) Loss, theft, or malicious mischief or disappearance.</p> <p>(j) 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, smoke, nuclear radiation, radioactive contamination, riot, war, hostile action, governmental act, or internet or other telecommunications malfunction.</p> <p>(k) Any accidental damage, meaning physical damage to the Product following a sudden and unforeseen accident which affects the functionality of Your Product and is not otherwise specifically excluded from this Contract, whatsoever.</p> <p>(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.</p> <p>(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.</p> <p>(n) Product(s) that have removed or altered serial numbers.</p> |
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- (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) Any service of the **Product** that is covered by a warranty, other service policy, or insurance.
- (r) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.
- (s) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens.
- (t) 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 moulding, switches and wiring.
- (u) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
- (v) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- (w) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the Contract.
- (x) Any claim for the restoration of software or data, or for retrieving data from **Your Product**.

WARRANTY CLAIMS

IMPORTANT: THE SUBMISSION OF A WARRANTY CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO **YOUR PRODUCT** IS PROTECTED UNDER **YOUR CONTRACT**. THIS CONTRACT MAY NOT PROVIDE ANY PROTECTION IF **YOU** MAKE UNAUTHORISED REPAIRS.

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within fourteen (14) days of the warranty claim incident occurring. Failure to observe these procedures may invalidate **Your** warranty claim.

When **You** make a warranty claim **Microsoft** will ask **You** questions about **Your** warranty claim and the nature of any **Breakdown**. **You** must answer these questions truthfully and to the best of **Your** ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate **Your Contract**.

For best service, 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** authorised 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 warranty 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 ship **Your Product** anywhere, unless **We** instruct **You** to do so. If **You** are instructed by **Us** to mail-in the **Product** please be sure to include all of the following with **Your Product**:

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

NOTE: If **We** require **You** to mail the **Product**, **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 **Our** instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any shipping charges or damages due to improper packaging by **You**. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

Do not include any accessories, games or other personal property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.

IMPORTANT: DO NOT OPEN THE **PRODUCT**. OPENING THE **PRODUCT** MAY CAUSE DAMAGE THAT IS NOT PROTECTED BY CONTRACT, AND MAY MAKE **YOUR PRODUCT** INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY **MICROSOFT** OR AN AUTHORISED SERVICE PROVIDER APPROVED BY **US** MAY PERFORM SERVICE ON THE **PRODUCT**.

MICROSOFT'S RESPONSIBILITIES

- (a) After **You** return **Your Product**, **Microsoft** will inspect it.
- (b) **Your** postage costs will be refunded by **Microsoft**, if the warranty claim is valid and postage was not pre-paid.
- (c) If **Microsoft** determines that **Your Product** malfunctioned as described in this Contract, then **Microsoft** will (at **Microsoft's** sole option) **Repair or Replace**. **Microsoft** will do this without charge to **You** if the malfunction is caused by **Breakdown**. **Replacement** may be with a refurbished unit or a functionally equivalent **Product**. If **Microsoft Replaces Your Product**, **Your** original **Product** becomes **Our** property and the **Replacement Product** is **Your** property, with protection for that **Product** continuing for the remaining **Term** of the Contract, subject to the **Limit of Liability**.
- (d) If **Your Product** malfunctions after the **Term** of this Contract expires, there is no protection of any kind under this Contract. After the **Term** of this Contract expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.

YOUR RESPONSIBILITIES

To receive service or support under this Contract, **You** agree to:

- (a) Provide **Microsoft** with the serial number of **Your Product**.
- (b) Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- (c) Respond to requests for information, including but not limited to **Your Product's** model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- (d) Update the **Product** Software to currently published releases prior to seeking warranty claims service.
- (e) Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to **Repair** or **Replacement** and packing **Your Product** in accordance with shipping instructions.
- (f) On a Replacement, **You** must ship **Your** defective **Product** to **Us** within ten (10) calendar days of delivery of the **Replacement** product. If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.
- (g) **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 PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT PRODUCT 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.**

FRAUD

If **You** make any fraudulent warranty claim or if **You** use any fraudulent means or devices under this Contract, **You** will forfeit all benefits under this Contract and this Contract will immediately end. **We** may inform the police and/or any other law enforcement agency about the circumstances of such a warranty claim. **We** reserve the right to instruct an investigation into **Your** warranty claim and reserve the right to recover from **You** the cost of any investigation into a fraudulent warranty claim under this Contract.

RENEWABILITY

This Contract may be renewed after **Your Term** expiration, at **Our** discretion. If **We** offer to further extend **Your** Warranty, the renewal price quoted will reflect the age of **Your Product** and the prevailing **Product Replacement** cost at that time.

TRANSFERABILITY

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

CANCELLATION

YOUR RIGHT TO CANCEL

In addition to the cancellation rights set out on the front page of this **Policy**, **You** may cancel this **Policy** at any time by informing **Us** of the cancellation request at the details below.

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

COOLING OFF PERIOD

If **Your** cancellation request is within thirty (30) days of the **Policy** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Policy** purchase price paid by **You**, provided that no claims have been made during that period.

AFTER THE COOLING OFF PERIOD

If **Your** cancellation request is made after thirty (30) days of the **Policy** purchase date, **You** will receive a pro-rata refund of the **Policy** purchase price paid by **You**, provided no 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 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** telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: msepbus@microsoft.com.

We will reply within five (5) working days from when **We** receive **Your** complaint. 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 TRANSFER CONSENT

By purchasing this Contract, **You** have consented to the use of **Your** data as described below.

DATA PROTECTION

We are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this Contract will be regarded as **Your** acknowledgement that **You** have read and accepted this Contract.

HOW WE USE AND PROTECT YOUR INFORMATION AND WHO WE SHARE IT WITH

We will use **Your** information (name, contact details, purchase information, product and warranty information) to manage **Your** Contract, including underwriting and warranty claims handling. This may include disclosing it to insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details that **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** will provide an adequate level of protection to **Your** data.

We do not disclose **Your** information to anyone outside the Microsoft Group except:

- Where **You** have given **Your** permission.
- Where **We** are required or permitted to do so by law.
- To credit reference and fraud prevention agencies where permitted under legislation.
- Other companies that provide a service to **Us** or **You** in relation to this Contract.
- Where **We** transfer rights and obligations under this Contract.

We may transfer **Your** information to other countries and jurisdictions for the purposes of managing **Your** Contract within the limits laid down above and on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

You have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held and processed by companies of the Microsoft Group or other companies within the limits laid down above in the United States of America.

YOUR RIGHTS

You have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**. If **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To be provided with a copy of the information **You** may be asked to pay a small fee.

MARKETING

We will not use **Your** data for marketing purposes. All information provided is used to manage **Your** Contract only, except where **You** have consented explicitly to such other use.

GENERAL PROVISIONS

LAW

The Parties to this Contract are free to choose the law applicable to this Contract. Unless specifically agreed to the contrary this Contract shall be subject to the laws of New Zealand.

SUBCONTRACT

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.

WAIVER AND 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 this Contract will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Contract 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.

NOTICES

You expressly consent to be contacted, for the purposes of managing **Your** Contract, 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, facsimile, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email or fax number that **You** provided to **Us**, or three (3) days after mailing to the street address **You** provided.

ENTIRE AGREEMENT

This Contract; including the **Summary of Protection**, 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.