

**“MICROSOFT EXTENDED WARRANTY SERVICE CONTRACT”**

**Commercial Service Contract  
Terms & Conditions**

Name and address:	<b>Microsoft</b> New Zealand Limited Level 5, 22 Viaduct Harbour Avenue PO BOX 8070 Symonds Street Auckland 1150
Telephone number:	+64-93625800
Email address:	<a href="mailto:msespb@microsoft.com">msespb@microsoft.com</a>

**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 below).

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 “What is not Covered – Breakdown Exclusions” section below.

**Your** rights to a remedy under this **Contract** may differ from the remedies available to **You** under the CGA. For instance, this **Contract** only provides a **Repair or Replacement** remedy, whereas the CGA permits refunds and a right to recover damages in certain circumstances. The decision to **Repair or Replace** the **Product** may be **Yours** in the event of a serious failure under the CGA, but this decision will be the choice of **Microsoft** under this **Contract**. Also under this **Contract**, **Microsoft** may **Replace Your Product** with a rebuilt or refurbished device, or a device that is similar but not identical to **Your Product**. This may differ from the nature of the **Replacement** available under the CGA. However, under this **Contract** if **Your Product** has a solid state drive that is marketed as removable, then **You** have the option to retain that drive. This is not an option that is available under the CGA.

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** warranty. The term of the **Manufacturer’s** warranty is set out in the warranty documentation provided with the **Product**, but will be at least 12 months from purchase of the **Product**. **Your** CGA rights may continue after the expiry of this **Contract**.

Under the CGA, **You** may make a **Claim** that **Your Product** fails to meet the requirements of acceptable quality against either the **Retailer** or the **Manufacturer**. Under this **Contract**, **Your Claim** for **Breakdown** will be against **Microsoft**.

Under the **Breakdown Coverage**, **Microsoft** is only liable to **You** for unlimited **Repairs** up to the **Original Purchase Price** of **Your Product** if the **Replacement** of **Your Product** is not necessary, and up to one **Replacement** of **Your Product**. There are no limits on the number or value of **Claims** that can be made under the CGA.

**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**.

Please keep this important terms and conditions document ("**Service Contract**", "**Contract**"), and **Purchase Order** together in a safe place, as these will be needed at time of a **Claim**. The information contained in this **Contract** document is intended to serve as a valuable reference guide to help **You** determine and understand "What is **Covered**" under **Your Contract**. For any questions regarding the information contained in this **Contract** document, or **Your Coverage** in general, please contact **Us**.

## 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**.
- "**Coverage**", "**Covered**", "**Cover**": has the meaning given in the "What is **Covered** – General" section of this **Contract**.
- "**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** including any item that you received under a CGA claim as a **Replacement** for the item that **You** originally purchased and that was **Covered** under this **Service Contract**.
- "**Limit(s) of Liability**": **Our** maximum liability to **You** for any one **Claim** and in total during the **Term** of the **Plan** as detailed in the 'Coverage **Plan** Options' section.
- "**Manufacturer**", "**Microsoft**": the original equipment **Manufacturer** of the **Product**, who is also the **Administrator** of this **Service Contract**. Website is [www.microsoft.com](http://www.microsoft.com).
- "**Plan**": the specific "**Coverage Plan** Options" under this **Service Contract** that **You** have selected and purchased, as confirmed on **Your Purchase Order**.
- "**Product Purchase Price**": the amount paid by **You** for the **Covered Product(s)** excluding any applicable taxes and/or fees, as indicated on **Your Purchase Order**.
- "**Purchase Order**": a numbered document that confirms the purchase date of this **Contract** in respect of the **Covered Products**, **Your** name and address, and the **Contract Coverage Term** period. This **Contract** is not valid without a **Purchase Order**.
- "**Repair(s)**": 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 Warranty **Service Contract** that has been provided to **You** upon purchase completion from **Our Retailer**.
- "**Term**": the period of time shown on **Your Purchase Order** 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 of the **Manufacturer's** original parts and/or labor warranty and continues for the remainder of **Your Term** as shown on **Your Purchase Order** 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: (i) be an eligible **Microsoft** Surface series device; (ii) be purchased from **Microsoft** or an authorized **Retailer**; (iii) have a minimum twelve (12) month **Manufacturer's** warranty attached to the **Product**; and (iv) not be a Surface Hub model.

## WHAT IS COVERED – GENERAL

During the **Term** described in the "**Service Contract Term**" section, 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**; (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. 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 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**.

#### 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 color 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
  - ▶ 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** affiliates).
- 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 Purchase Order** and applicable to **You**)

Details regarding **Your Service Contract** can be found at <https://mybusinessservice.surface.com/>.

When purchased, this **Contract** provides the **Coverage** that is described in the “What is **Covered** – General” section and subject to the following provisions:

#### **COVERAGE**

You are protected for a maximum of two (2) **Claims** during the **Contract Term** for the **Repair** or **Replacement** of **Your Product** in the event of a **Breakdown** subject to the **Limit of Liability**.

#### **LIMIT OF LIABILITY**

During **Your Contract Term**, the cumulative maximum amount We are obligated to pay pursuant to this **Contract** shall not exceed the **Product(s) Purchase Price** as shown on **Your Purchase Order**. Once this limit is reached, **Coverage** under the **Plan** will end, regardless of any remaining time under the current **Term**.

#### **ADVANCED EXCHANGE REPLACEMENTS UNDER THIS 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**. You may still have CGA remedies for a fault with the **Replacement Product**.

#### OPTIONAL ADDITIONAL COVERAGE: DRIVE (SSD) RETENTION

If You paid for 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 Product**.

#### OPTIONAL ADDITIONAL COVERAGE: NEXT BUSINESS DAY SHIPPING OPTION

If You paid for the next business day service, this provides for overnight carrier delivery service of a **Replacement** (determined by Us) to **Your** location on file as follows:

- a. One (1) business day following authorization of **Your Claim**, if **Your Claim** is authorized before 2:00 p.m. NZST local time; or
- b. Two (2) business days if **Your Claim** is authorized after 2:00 p.m. NZST local time.

The overnight carrier delivery service is subject to the following:

- a. If **You** intend to use the next business day service, **You** will need to confirm the availability of the overnight carrier in **Your** location PRIOR to the purchase of this **Contract**. **You** can confirm this using the website <https://docs.microsoft.com/en-us/surface/surface-next-business-day-replacement> which sets out the postal codes whereby this service is available in; and
- b. Availability of **Microsoft's** authorized overnight delivery carriers.

For the purpose of this provision, "business day" refers to Monday through Friday, excluding standard public holidays.

#### 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**, 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 **You** associated with customized installations to fit the **Covered Product** such as third-party stands, mounts or 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 "What is Not **Covered**" 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:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>(a) <b>Accidental Damage.</b></li> <li>(b) <b>Pre-Existing Conditions</b> incurred or known to <b>You</b> ("<b>Pre-Existing Conditions</b>" refers to damages or defects associated with the <b>Product</b> that existed before this <b>Contract</b> was purchased).</li> <li>(c) Improper packaging and/or transportation by <b>You</b> or <b>Your</b> representative resulting in damage to the <b>Product</b> while it is in transit, including improperly securing the <b>Product</b> during transportation.</li> <li>(d) Any indirect loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined <b>Breakdown</b> event, any non-defined mechanical/electrical failure, training services provided separately by <b>Microsoft</b> or its affiliates, or any other kind of damage of or in association with the <b>Product</b> including, but not limited to any non-covered equipment used in association with the <b>Product</b>; (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 <b>You</b> associated with customized installations to fit the <b>Product</b> such as third-party stands, mounts, and customized alcoves and the like; or (v) a <b>Replacement</b> that is a different model, size, dimension or color as the previous <b>Product</b>.</li> <li>(e) Modifications, adjustments, alterations, manipulation, or <b>Repairs</b> made by anyone other than a service technician authorized by <b>Us</b> or other than in accordance with <b>Manufacturer's</b> specifications.</li> <li>(f) Damage from freezing, overheating, rust, corrosion, warping or bending.</li> <li>(g) Wear and tear, or gradual deterioration of <b>Product</b> performance.</li> <li>(h) The intentional treatment of the <b>Product</b> in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.</li> <li>(i) Damage to or malfunction of <b>Your Product</b> caused by or attributed to the operation of a software virus or any other software-based malfunction.</li> <li>(j) Loss, theft, or malicious mischief or disappearance.</li> <li>(k) Fortuitous events, including, but not limited to riot, nuclear radiation, war/hostile action or government act, or intent, 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, or other telecommunications</li> </ul> | <ul style="list-style-type: none"> <li>(l) malfunction.</li> <li>(l) Lack of performing the <b>Manufacturer's</b> recommended maintenance, operation, or storage of the <b>Product</b> in conditions outside of the <b>Manufacturer's</b> specifications or instructions.</li> <li>(m) <b>Product(s)</b> that are subject to a <b>Manufacturer's</b> recall, warranty, rework to <b>Repair</b> design or component deficiencies, improper construction or <b>Manufacturer</b> error regardless of the <b>Manufacturer's</b> ability to pay for such <b>Repairs</b>.</li> <li>(n) <b>Product(s)</b> that have removed or altered serial numbers.</li> <li>(o) Cosmetic damage however caused to <b>Your Product</b>, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.</li> <li>(p) Normal periodic or preventive maintenance, adjustment, modification, or servicing.</li> <li>(q) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.</li> <li>(r) Cost of component parts not covered by the <b>Product's</b> original <b>Manufacturer's</b> 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 <b>this Contract</b>), connectors, cords, fuses, keypads, plastic body or molding, switches, and wiring.</li> <li>(s) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the <b>Product</b>.</li> <li>(t) Any cost arising as a result of the failure of any item that is intended to be a consumable item.</li> <li>(u) Any <b>Claim</b> where <b>Your Purchase Order</b> has not been provided except where <b>We</b> agree to transfer the benefit of the <b>Contract</b>.</li> <li>(v) Any <b>Claim</b> for the restoration of software or data, or for retrieving data from <b>Your Product</b>.</li> <li>(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.</li> <li>(x) Any <b>Claim</b> or benefit under this <b>Contract</b> to the extent the provision of such cover, payment of such <b>Claim</b> or provisions of such benefit would expose <b>Us</b> to any sanctions, prohibition, or restriction under United Nations resolutions.</li> </ul> |
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**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 SOFTWARE AND DATA 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 Purchase Order** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <http://support.microsoft.com/en-US/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**:

- a) The defective **Product**;
- b) A copy of **Your Purchase Order**;
- c) A brief written description of the problem **You** are experiencing with the **Product**; and
- d) 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

**Coverage** under this **Service Contract** is not renewable.

#### TRANSFERABILITY

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

#### CANCELLATION

##### **YOUR RIGHT TO CANCEL**

In addition to the cancellation rights set out on the first page of this **Contract**, **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 <https://aka.ms/GlobalSupportPhoneNumbers>, or via email at [msepbus@microsoft.com](mailto:msepbus@microsoft.com).

If **Your** cancellation request is within thirty (30) days of the **Contract** purchase date, **You** will receive a one hundred percent (100%) refund of the **Contract** purchase price/fee paid by **You**, minus any **Claims** paid by **Us**.

If **Your** cancellation request is made after thirty (30) days of the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price/fee paid by **You**, minus any **Claims** paid by **Us**.

##### **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 material 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 **Our** intention to provide **You** with a first-class service. However, if **You** are not happy with the service, please notify one of **Our** representatives at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or via email at [msepbus@microsoft.com](mailto: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 unless exceptional circumstances apply.

## PRIVACY AND DATA PROTECTION

### DATA PROTECTION

**We** are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation, including the Privacy Act of 2020 ("Legislation"). For the purposes of the Legislation, the Data Controller is **Microsoft**. The personal data **We** collect is **Your** name, contact details and the other information **You** submit to **Us** when **You** purchase this **Service Contract**, **You** make a **Claim** or otherwise contact **Us** in connection with this **Service Contract**. This includes personal data that is collected by a **Retailer** on **Our** behalf, the collection of which **You** authorise. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at <https://privacy.microsoft.com>.

### 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:

- a) For the purposes of providing handling **Claims** 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**.
- b) 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.
- c) 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.
- d) To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- e) 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 within 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.

Where **Your** personal data is provided to third parties as outlined above, these third parties may be offshore. However, **We** will not authorise them to use **Your** personal data for their own purposes.

### 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 Office of the Privacy Commissioner at [investigations@privacy.co.nz](mailto:investigations@privacy.co.nz);
- 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 **Us** at <https://privacy.microsoft.com>.

#### GENERAL PROVISIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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 terms, conditions, limitations, exceptions and exclusions, and **Your Purchase Order**, 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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