

Product Warranty: Xbox One console

LIMITED WARRANTY

This Limited Warranty (“Warranty”) is granted to You by Microsoft Ireland Operations Limited, Blackthorn Road, Sandyford Industrial Estate; Dublin 18, Ireland (“Microsoft”).

BY USING YOUR XBOX ONE OR ACCESSORY, YOU AGREE TO THIS WARRANTY. BEFORE SETTING IT UP, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT ACCEPT THIS WARRANTY, DO NOT USE YOUR Xbox One or accessory. RETURN IT UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND. Contact Microsoft at <https://support.microsoft.com/>.

This Warranty is distinct from any statutory product warranties owed by retailers and/or manufacturers under any national law applicable to You. It is intended to grant You specific, and as the case may be, additional rights, within the limits of what is permissible under such law, and not to restrict your rights under applicable statutory product warranty provisions. It cannot be transferred to any third party.

1. Definitions

When used in this Warranty, the following terms will be deemed to mean:

- (a) “Xbox One” means a new Xbox One console and Kinect Sensor purchased from an authorized retailer.
- (b) “Accessory” means a new Microsoft branded Xbox 360 or Xbox One hardware accessory purchased from an authorized retailer.
- (c) “Warranty Period” for Xbox One means one (1) year from the date You purchased it; (90 days for refurbished Xbox consoles and all Xbox accessories except Xbox Elite Wireless Controller Series 2 from the date You purchased it), subject to article 2 below.
- (d) “You” means the original end-user.
- (e) “Normal Use Conditions” means ordinary consumer use under normal home conditions according to the instruction manual for the Xbox One or Accessory.

2. Duration

Without prejudice to any statutory warranty to which You may be entitled under any local law applicable to You, and unless any such law provides for a longer term, Microsoft offers this Warranty, for a term of one (1) year from the purchase date of such Xbox One from an authorized retailer, and 90 days for Accessories purchased from an authorized retailer.

3. Territory

This Warranty will be valid in the following countries only: Czech Republic, Greece, Hungary, Israel, Poland, Slovakia and Turkey.

You acknowledge that specific export laws and regulations may apply to You depending on your country of residence and You agree to comply with all such laws and regulations if You export Your Xbox One or Accessory.

4. Warranty

(a) During the Warranty Period, Microsoft warrants, only to You, that the Xbox One or Accessory will not malfunction under Normal Use Conditions.

(b) Except for any statutory warranty which Microsoft may owe You under any local law applicable to You, this Warranty is the only guarantee, warranty or condition granted to You by Microsoft with respect to Your Xbox One or Accessory and any product manual(s) that may come with it. No one else may give any guarantee, warranty or condition on Microsoft's behalf.

(c) IF YOUR LOCAL AND APPLICABLE LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS LIMITED TO THE WARRANTY PERIOD, UNLESS OTHERWISE PROVIDED BY SUCH LOCAL LAW.

5. Process to obtain the Warranty Service

(a) Before starting the warranty process, please use the trouble-shooting tips at <https://support.microsoft.com/>.

(b) If the troubleshooting tips don't resolve Your problem, then follow the online process at <https://support.microsoft.com/> or call the Xbox customer service number for the country of your residence listed at <https://support.microsoft.com/>.

(c) Before sending Your Xbox One or Accessory to Microsoft for service, make sure to keep a copy of any data You want to save, and delete anything You consider confidential. Microsoft is not responsible for Your data and may erase it.

6. Microsoft's Responsibility

(a) After You return Your Xbox One or Accessory to Microsoft, Microsoft will inspect it.

(b) If Microsoft determines that the Xbox One or Accessory malfunctioned during the Warranty Period under Normal Use Conditions, Microsoft will (at its option) repair or replace it, or refund the purchase price to You, unless a mandatory provision of any local law applicable to You provides otherwise. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit.

(c) After repair or replacement, Your Xbox One or Accessory will be covered by this Warranty for the longer of either the remainder of Your original Warranty Period, or 90 days after Microsoft ships it to You.

(d) UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, Microsoft'S RESPONSIBILITY to repair or replace Your Xbox One or Accessory, or to refund the purchase price, is Your exclusive remedy.

(e) If Your Xbox One or Accessory malfunctions after the Warranty Period expires, there is no warranty of any kind. After the Warranty Period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems with Your Xbox One or Accessory, whether such efforts are successful or not.

7. Warranty Exclusions

Microsoft is not responsible and this Warranty does not apply, even for a fee, if Your Xbox One or Accessory is:

(a) damaged by use with products not sold or licensed by Microsoft (including, for example, games and accessories not manufactured or licensed by Microsoft, and “pirated” games, etc.);

(b) used for commercial purposes (including, for example, rental, pay-per-play, etc.);

(c) opened, modified, or tampered with (including, for example, any attempt to defeat any Xbox One or Accessory technical limitation, security, or anti-piracy mechanism, etc.), or its serial number is altered or removed;

(d) damaged by any external cause, whether by You or someone else using Your Xbox One or Accessory, including, for example:

- by being dropped;
- misuse (including use outdoors), abuse, negligence, or accident;
- mishandling;
- damage during shipment, except from Microsoft or an authorized distributor to You;
- exposed to liquid;
- used with inadequate ventilation;
- scratched, dented, etc. or shows other cosmetic damage;
- failure to follow installation, operation or maintenance instructions, including in the instruction manual for the Xbox One or Accessory; or

(e) repaired by anyone other than Microsoft.

8. EXCLUSION OF CERTAIN DAMAGES

UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, MICROSOFT IS NOT responsible FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR Xbox One or accessory. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Additional Terms

If You attempt to defeat or circumvent any Xbox One or Accessory technical limitation, security, or anti-piracy system, You may cause Your Xbox One or Accessory to stop working permanently. You will also void Your warranty, and make Your Xbox One or Accessory ineligible for authorized repair, even for a fee.

10. Choice of Law

This Warranty will be subject to and construed in accordance with the law of Your country of residence, regardless of conflict of laws principles.