

Product Warranty: Xbox One console

WARRANTY

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 gives You specific legal rights. You may also have other rights which vary from country to country. This warranty applies to the extent permitted by law and unless restricted or prohibited by law.

If You live in the United States, Section 9 contains a binding arbitration clause and class action waiver. It affects Your rights about how to resolve a dispute with Microsoft. Please read it.

1. Definitions

- (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) "Express Warranty Period" means one (1) year from the date You purchased the Xbox One console and/or Accessory.
- (d) "You" means the original end-user and "Your" will be construed accordingly.
- (e) "Normal Use Conditions" means ordinary consumer use under normal home conditions according to the instruction manual for the Xbox One or Accessory.
- (f) "Microsoft" means Microsoft Corporation.

2. Warranty

- (a) During the Express Warranty Period, Microsoft warrants, only to You, that the Xbox One or Accessory will not malfunction under Normal Use Conditions (Express Warranty).
- (b) This is the only express warranty or condition Microsoft gives for Your Xbox One or Accessory. No one else may give any warranty or condition on Microsoft's behalf.
- (c) If Your COUNTRY'S 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. Some countries do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to You.
- (d) In Australia, Your Xbox One or Accessory (the "goods") comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund

for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

3. How to Get Warranty Service

- a. (a) Before starting the warranty process, please use the trouble-shooting tips in the Support section at <https://support.microsoft.com/>.
- b. (b) If the troubleshooting tips don't resolve Your problem, then follow the online repair process in the Support section at <https://support.microsoft.com/>. If you do not have access to the Internet, you can call 1 800 555 741 for Australia or 0508 555 592 for New Zealand.
- c. (c) Repair of Your Xbox One or Accessory may result in loss of data. Before sending Your Xbox One or Accessory to Microsoft for service, be 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.
- d. (d) Reasonable costs associated with transport (including packaging) for warranty service will be borne by Microsoft if the Xbox One or Accessory is covered by the Express Warranty or any statutory warranty.

4. Microsoft's Responsibility

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

(b) If Microsoft determines that the Xbox One or Accessory malfunctioned during the Express Warranty Period or any statutory Warranty period under Normal Use Conditions, Microsoft will (at its option) repair or replace it, or refund the purchase price to You. Your Xbox One or Accessory (the "goods") presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

(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 Express Warranty Period or statutory Warranty period, or 90 days after Microsoft ships it to You. In Australia, in addition to this warranty, Your repaired or replacement Xbox One or Accessory will come with statutory consumer guarantees under the Australian Consumer Law which may give You a longer statutory warranty.

(d) 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 Express Warranty Period, and all statutory warranty periods have expired, there is no warranty of any kind. After the Express Warranty Period, and all relevant statutory warranty periods have expired, Microsoft may charge You a fee for its efforts to diagnose and service any problems with Your Xbox One or Accessory.

5. Warranty Exclusions

Microsoft is not responsible and this warranty does not apply 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 retailer to You;
- exposed to liquid;
- used with inadequate ventilation;
- scratched, dented, etc. or shows other cosmetic damage;
- failure to follow instructions in the instruction manual for the Xbox One or Accessory; or

(e) repaired by anyone other than Microsoft.

6. EXCLUSION OF CERTAIN DAMAGES

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 TO THE MAXIMUM EXTENT PERMITTED BY LAW. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Some countries do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to You.

7. 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, Kinect Sensor, or Accessory to stop working permanently. You will also to the maximum extent permitted by law:

(a) Void Your Express Warranty;

(b) Void Your statutory warranty; and/or

(c) Make Your Xbox One or Accessory ineligible for authorized repair.

8. Choice of Law

This warranty is valid only in Australia and in New Zealand. In Australia, this warranty is governed by and is to be construed in accordance with the laws applicable in New South Wales. In New Zealand, this warranty is governed by and is to be construed in accordance with the laws applicable in New Zealand.

Microsoft's address in Australia: Microsoft Pty. Limited 1 Epping Road, North Ryde NSW 2113,
AUSTRALIA

Microsoft's address in New Zealand: Level 5, 22 Viaduct Harbour Avenue, Auckland, NEW
ZEALAND