

Release Date: 2018.09.15.



## ENTERPRISE ADVANTAGE PACK FOR VIVE FOCUS TERMS & CONDITIONS

### New Zealand

These Advantage Pack Terms and Conditions (“Terms and Conditions”) are an agreement between you and HTC Corporation and its Affiliates (“HTC”) and contain important terms and information relating to your Advantage Pack for VIVE Enterprise (“Advantage Pack”). Please review these Terms and Conditions carefully. **BY ACTIVATING YOUR ADVANTAGE PACK, YOU ACCEPT THESE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, do not activate your Advantage Pack.**

**OUR GOODS COME 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.**

**Limitations.** Advantage Packs can only be purchased by business/enterprise customer for lawful commercial use, and are not intended for personal consumer purchase. HTC reserves the right to cancel your Advantage Pack if purchased for personal consumer use or any unlawful purchase. Your Advantage Pack may only be utilized by the original purchaser or acquirer and may not be resold, distributed, or otherwise transferred. One VIVE Focus product (excluding VIVE Focus Developer Edition devices) is required for Advantage Pack activation.

**Manual Website Registration.** In order to activate your Advantage Pack, you must register for a VIVE Enterprise account online at <https://enterprise.vive.com/portal>. Once activated, your Advantage Pack may not be disassociated from your VIVE Enterprise account or otherwise transferred, except when your Advantage Pack is returned pursuant to a valid return policy. Please retain proof of purchase for Covered Product (defined below). Proof of purchase may be required to confirm eligibility for your Advantage Pack programs.

**Covered Product.** Each Advantage Pack shall apply to one VIVE Focus virtual reality system (excluding VIVE Focus Developer Edition devices) purchased from an authorized Retailer, which includes in a kitted system the following: the VIVE Focus headset and one controller, along with accompanying accessories (“Product”). Your Product must be registered to Your Advantage Pack, subject to HTC’s confirmation, within three (3) months of product purchase (once registered, a “Covered Product”). You may not change, transfer, or remove a Covered Product once it has been registered to your Advantage Pack.

**Dedicated Support** You will be provided with chat support for Covered Product, and dedicated email support for your Advantage Pack and Covered Product.

**Expedited Replacement Program.** The Expedited Replacement Program is designed to help minimize the amount of time you will be without your Covered Product when seeking repair services, and provides expedited shipping, triage and return for Covered Product as described herein. This Expedited Replacement Program may only be utilized for

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Covered Product. Product eligibility is determined at the sole discretion of HTC and is limited to the Limited Warranty Period for your Covered Product. HTC reserves the right not to provide the Expedited Replacement Program for out of warranty or otherwise non-Covered Product. The Expedited Replacement Program is only available to physical addresses within the New Zealand. All repair instructions that you received upon issuance of your repair ticket must be followed. Your Covered Product will be reviewed for damages through an expedited diagnostic process following receipt of the returned Covered Product. If damages found are covered under your limited warranty, replacement product(s) will be shipped to you at no cost on a prioritized basis. If damages found are not covered under your Limited Warranty, and out of warranty repair for the product(s) is available, HTC will contact you with a quote to obtain your authorization to proceed with any recommended repairs, and a repaired or replacement device will be shipped to you once a quotation is approved and paid in full. If you do not authorize the repairs, if out of warranty repair is not available, or if you do not respond to the repair quotation within ten (10) calendar days, HTC may charge you a service fee and will ship your unrepaired products back to the address you provided.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADVANTAGE PACK IS PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HTC'S ENTIRE LIABILITY IN CONNECTION WITH THE ADVANTAGE PACK, INCLUDING RELATING TO THE EXPEDITED SUPPORT AND REPAIR PROGRAM, SHALL NOT EXCEED THE PRICE PAID TO PURCHASE THE ADVANTAGE PACK. IN NO EVENT SHALL HTC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS, OR GOODWILL, OR USE, LOSS, OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR PROPERTY DAMAGE, ARISING OUT OF OR IN ANY WAY RELATED TO ADVANTAGE PACK, EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Applicable Law and Venue.** Except as preempted by legislation, the law of the New Zealand, without reference to their respective choice of laws principles, shall govern these terms and conditions. Notwithstanding the foregoing, the laws of Your jurisdiction will apply to any tort claims and/or any claims under any consumer protection statutes and, without limitation, may entitle you to bring proceedings in your jurisdiction.

**Entire Agreement and Severability.** These Terms and Conditions set forth the entire agreement and supersede all prior agreements, representations or understandings regarding the subject matter hereof. HTC reserves the right to amend these Terms and Conditions from time to time, provided that any amendments will not apply to the Terms and Conditions to which you have already agreed with respect to prior program participation for Eligible Devices. If any provision of these Terms and Conditions is found to be unenforceable, then the unenforceable provision shall not affect the enforceability of the remaining provisions. HTC's failure to respond or act will not be considered a waiver of any of its rights hereunder.