

## Facebook Technologies Limited Consumer Warranty – Australia

**Who Is This Warranty From?** This limited consumer warranty (the “Warranty”) is issued by Facebook Technologies, LLC of 1601 Willow Road, Menlo Park, CA 94025 (“Facebook Technologies”, “we”, or “us”).

**Who Is This Warranty To?** Facebook Technologies issues this Warranty to you, as a consumer who has purchased a new, covered product from Facebook Technologies or an authorized retailer (“you”) in Australia. This Warranty is not available to products that were purchased from any source other than Facebook Technologies or an authorized retailer.

**What Does This Warranty Do?** This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and country to country. *This Warranty does not affect any rights you have under the laws in your jurisdiction concerning the sale of consumer goods.*

### IMPORTANT NOTICE FOR AUSTRALIAN CONSUMERS:

*Your rights under this Warranty are in addition to the statutory rights you may have under the Competition and Consumer Act 2010 and other Australian consumer protection laws and regulations. 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.*

**What Does This Warranty Cover?** This Warranty covers defects and malfunctions in the new Facebook Technologies product(s) it accompanies (the “Product”). We warrant that the Product will, under normal and intended use, function substantially in accordance with our technical specifications or accompanying product documentation (the “Warranted Functionality”) during the Warranty Period. If and to the extent the Product needs Facebook Technologies software or services to achieve the Warranted Functionality, we will make and keep software and services available during the Warranty Period. We may update, modify or limit such software and services in our sole discretion so long as we continue to maintain (or exceed) the Warranted Functionality.

Product registration is *not* required as a condition to coverage under this Warranty, but some Facebook Technologies products require periodic connection to an online Facebook Technologies account to ensure full functionality.

**How Long Does Coverage Last?** This limited Warranty continues for one (1) year from the date of purchase or delivery of the Product, whichever is later (the “Warranty Period”).

**What Will Facebook Technologies Do If There’s a Problem With The Product?** If your Product is defective or malfunctioning, we will either repair or replace that Product, or update software or services, so that the Product performs substantially according to the Warranted Functionality. The approach taken to resolve any issues will be at our sole choice. If we determine that a product should be replaced, the replacement may be a new, refurbished, or remanufactured Product. If we determine, in our sole discretion, that none of the listed means are reasonable to correct for a defect or malfunction, then we may refund to you the price you paid to purchase the Product.

**How Can You Get Service?** First, tell us about the issue. If you have a problem with your Product, please visit us at <https://support.Oculus.com> to get helpful service and contact information, and to submit a claim form to obtain warranty service.

If it is necessary for you to send your Product in for service, we will provide you with a pre-addressed shipping label, and you will have to send the Product in with your proof of purchase using that shipping label. Proof of purchase may not be required if we are able to verify your purchase in advance.

You may be required to pay the cost of shipping the Product to us, and by sending the Product, you agree to transfer ownership of that Product to Facebook Technologies. When we receive the product, we will determine if there is a defect or malfunction covered by this Warranty. If we find a defect or malfunction covered by this Warranty, we will repair or replace the Product to provide the Warranted Functionality, and we will send the repaired Product or a replacement Product, if any, to you at our cost. We may not return the original Product to you. We cannot guarantee that we will be able to repair the Product without risk to or loss of programs or data, and any replacement Product will not contain any of your data that was stored on the original Product. Any repaired or replaced Product will continue to be covered by this Warranty for the remainder of the original Warranty Period or ninety (90) days following your receipt of the replacement or repaired Product, whichever is greater.

If we are unable to verify your proof of purchase in advance, and you send us a Product without a valid proof of purchase, then we reserve the right to return the Product to you at your cost, subject to prepayment, or, if such costs are not prepaid, we will keep the Product for thirty (30) days for your pick-up before it is disposed of.

**What Does This Warranty Not Cover?** This Warranty is limited and *not* applicable to: (i) normal wear and tear; (ii) damage caused by misuse, accident (e.g., accidental physical impact, exposure to liquid, food or other contaminants, etc.), neglect, abuse, improper or unauthorized repair or other modification, tampering, or use with unsuitable equipment, devices, software, services or other unauthorized third-party item(s); (iii) use not in accordance with the Product documentation; (iv) commercial use; (v) use in connection with a trade, business or profession; (vi) used or resold products; (vii) Products purchased from sources other than Facebook Technologies or an Facebook Technologies authorized retailer (including non-authorized online auctions), (viii) non-Facebook Technologies Products, (ix) use of the Product in violation of any laws, regulations or ordinances in effect where the Product is used; or (x) features or performance parameters pertaining to any software or services beyond the Warranted Functionality of the Product.

This Warranty does not include any specific guarantees that the product will be error-free, or regarding uptime or continued availability, data security features of software or online accounts, or that any software, firmware or online sites will function uninterrupted or error-free. This limited warranty is void if a Product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover).

This Warranty does not cover data loss; it is your responsibility to back up your data, electronically or physically, on a regular basis if you wish to retain your data. Any damages or costs related to data recovery, removal, and installation are not recoverable under this Warranty.

In this Warranty, Facebook Technologies does not extend any implied or statutory warranties, conditions or representations regarding the Product or any connected software or online services.

FACEBOOK TECHNOLOGIES DOES NOT, UNDER THIS LIMITED WARRANTY, ASSUME ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPLACED OR REPAIRED. FURTHER, IN NO EVENT SHALL FACEBOOK TECHNOLOGIES BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF FACEBOOK TECHNOLOGIES HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS WARRANTY STATEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY.

IN NO EVENT SHALL FACEBOOK TECHNOLOGIES'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS WARRANTY STATEMENT EXCEED THE PRICE PAID BY YOU FOR PURCHASE OF THE PRODUCT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY.

Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so limitations or exclusions in this Warranty may not apply to you.

**What Laws Govern This Warranty?** The laws of Australia govern this Warranty.

**Questions?** If you have questions, or to begin the service process, please visit us at <https://support.Oculus.com>.