

## Oculus Limited Consumer Warranty

**Who Is This Warranty From?** This limited consumer warranty (the “Warranty”) is issued by Oculus VR, LLC (“Oculus”, “we”, or “us”).

**Who Is This Warranty To?** Oculus issues this Warranty to you, as a consumer who has purchased a new, covered product from Oculus or an authorized retailer (“you”). This Warranty cannot be assigned or transferred to any subsequent purchaser or user and is not available to products that were purchased used or from any source other than Oculus 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 (including, without limitation, national laws implementing EC Directive 44/99/EC).

**What Does This Warranty Cover?** This Warranty covers defects and malfunctions in the new Oculus 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 Oculus 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 Oculus products require periodic connection to an online Oculus 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”). However, if you purchase the Product from within the EU, the Warranty Period shall be two (2) years.

**What Will Oculus 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 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.

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 Oculus. 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. **Please backup your data before sending the Product to us.** 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 you send us a Product without a valid proof of purchase, then we will 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, alteration, improper or unauthorized repair or 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 Oculus or an Oculus authorized retailer (including non-authorized online auctions), (viii) non-Oculus 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, Oculus does not extend any implied or statutory warranties, conditions or representations regarding the Product or any connected software or online services.

OCULUS 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 OCULUS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF OCULUS 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 OCULUS'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 the State of California, USA, govern this Warranty.

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