

PlayStation®3 Warranties

LIMITED HARDWARE WARRANTY AND LIABILITY

Sony Computer Entertainment America ("SCEA") warrants to the original purchaser that the PS3™ hardware shall be free from material defects in material and workmanship for a period of one (1) year from the original date of purchase (the "Warranty Period"). If the product is determined to be materially defective during the Warranty Period, your sole remedy and SCEA's sole and exclusive liability shall be limited to the repair or replacement of this product with a new or refurbished product at SCEA's option. For purpose of this Limited Hardware Warranty and Liability, "refurbished" means a product that has been returned to its original specifications. Visit www.us.playstation.com or call 1-800-345-7669 for instructions on how to deliver the product, freight prepaid, to an authorized service facility.

THIS WARRANTY SHALL NOT APPLY IF THIS PRODUCT (A) IS USED WITH PRODUCTS THAT ARE NOT COMPATIBLE WITH THIS PRODUCT; (B) IS USED FOR COMMERCIAL PURPOSES (INCLUDING RENTAL); (C) IS MODIFIED, OR TAMPERED WITH; (D) IS DAMAGED BY ACTS OF GOD, MISUSE, ABUSE, NEGLIGENCE, ACCIDENT, WEAR AND TEAR, UNREASONABLE USE, OR BY OTHER CAUSES UNRELATED TO DEFECTIVE MATERIALS OR WORKMANSHIP; (E) HAS HAD THE SERIAL NUMBER ALTERED, DEFACED OR REMOVED; OR (F) HAS HAD THE WARRANTY SEAL ON THE PS3™ SYSTEM ALTERED, DEFACED, OR REMOVED. THIS WARRANTY DOES NOT COVER CONSUMABLES (SUCH AS BATTERIES) OR PRODUCTS SOLD "AS IS" OR WITH ALL FAULTS. THIS WARRANTY SHALL ALSO BE VOIDABLE BY SCEA IF (1) SCEA REASONABLY BELIEVES THAT THE PS3™ SYSTEM HAS BEEN USED IN A MANNER THAT WOULD VIOLATE THE TERMS AND CONDITIONS OF A SEPARATE END USER LICENSE AGREEMENT FOR SYSTEM SOFTWARE; OR (2) THE PRODUCT IS USED WITH PRODUCTS NOT SOLD OR LICENSED BY SCEA (INCLUDING, BUT NOT LIMITED TO, NON-LICENSED GAME ENHANCEMENT DEVICES, CONTROLLERS, ADAPTORS AND POWER SUPPLY DEVICES). YOU ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH USE OF THIRD PARTY PRODUCTS. A VALID PROOF OF PURCHASE IN THE FORM OF A BILL OF SALE OR RECEIPT FROM AN AUTHORIZED RETAILER WITH THE DATE OF THE ORIGINAL PURCHASE MUST BE PRESENTED TO OBTAIN WARRANTY SERVICE.

THIS WARRANTY IS PROVIDED TO YOU IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE PS3™ HARDWARE, WHICH ARE DISCLAIMED HEREUNDER. HOWEVER, IF SUCH WARRANTIES ARE REQUIRED AS A MATTER OF LAW, THEN THEY ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.

YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE USE OF THE PS3™ HARDWARE AND SCEA'S MAXIMUM LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PS3™ SYSTEM. EXCEPT AS EXPRESSLY STATED ABOVE,

SCEA EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, LOSS OF PROFIT, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL AND HOWEVER ARISING UNDER ANY THEORY OF LAW, AS A RESULT OF USING YOUR PS3™ HARDWARE. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. This warranty is valid only in the United States and Canada. The warranty offered by Sony Computer Entertainment America on your PS3™ hardware is the same whether or not you register your product.

This warranty does not apply to any system software that is pre-installed in the PS3™ hardware, or is subsequently provided via update or upgrade releases. Such system software is licensed to you under the terms and conditions of a separate end user license agreement at <http://www.scei.co.jp/ps3-eula/> and such software is provided pursuant to its own warranty.

Service Policy

You understand and acknowledge that any time SCEA services your PS3™ system (either within the Warranty Period or under a separate service arrangement), it may become necessary for SCEA to provide certain services to your PS3™ system to ensure it is functioning properly in accordance with SCEA guidelines. Such services may include the installation of the latest software or firmware updates, or service or replacement of the PS3™ hard disk or the PS3™ system with a new or refurbished product. You acknowledge and agree that some services may change your current settings, cause a removal of cosmetic stickers or system skins, cause a loss of data or content, or cause some loss of functionality. You should back up your hard disk regularly to prevent loss or alteration of data, although some content cannot be backed up and must be reinstalled by the user. You should also remove any peripherals, non-PS3™ system components, and any content that you consider proprietary, private, or confidential before you send in your PS3™ system for service. SCEA shall not be liable for damages resulting from your failure to comply with the foregoing, or any instructions provided to you by SCEA. SCEA reserves the right to refuse service or void the warranty of any PS3™ system that has been modified or tampered with.

Except as otherwise stated in the Limited Hardware Warranty and Liability above, you agree that (i) the services are provided "AS IS" without any express or implied warranties; and (ii) SCEA shall not be liable for any direct and indirect, consequential, or special damages, including any damages that may arise from loss of data or functionality. The foregoing limitation shall apply to the extent permitted by applicable law.