

Limited Warranty

Prime Entertainment warrants that the Hardware Product, if properly used and installed, and the CD-ROM on which the accompanying software is provided, will be free from defects in material and workmanship for a period of one (1) year after the date of purchase, provided a receipt for the original purchase can be presented.

If the Hardware Product or the CD-ROM which is the subject of this Limited Warranty is defective in material or workmanship during the warranty period, Prime Entertainment, at its option, will:

REPAIR the Hardware Product by means of hardware and/or software; OR

REPLACE the Hardware Product or CD-ROM with a replacement Hardware Product or CD-ROM; OR,

If Prime Entertainment is unable to repair or replace the Hardware Product or CD-ROM, a similar hardware product or CD-ROM will be provided, OR a REFUND of the then-current value of the Hardware Product or CD-ROM will be issued.

THIS LIMITED WARRANTY IS ONLY VALID IN NORTH AMERICA AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER U.S. STATE LAW APPLY ONLY TO THE ORIGINAL PURCHASER AND LAST ONLY FOR AS LONG AS SUCH PURCHASER CONTINUES TO OWN THE HARDWARE PRODUCT AND CD-ROM, OR ONE (1) YEAR FROM THE DATE OF PURCHASE, WHICHEVER IS EARLIER.

Extent of Limited Warranty

This warranty does NOT cover the performance or functionality of any computer software included in the package with the Hardware Product, this warranty only covers defects in the CD-ROM media such as a broken CD-ROM or a defect in the CD-ROM that would prevent the CD-ROM from being read by your personal computer's CD-ROM drive. PRIME ENTERTAINMENT MAKES NO WARRANTY THAT THE SOFTWARE PROVIDED WITH THIS HARDWARE PRODUCT WILL FUNCTION WITHOUT INTERRUPTION OR OTHERWISE BE FREE OF ANOMALIES, ERRORS OR "BUGS". PRIME ENTERTAINMENT MAKES NO WARRANTY WITH REGARD TO ANY SOFTWARE PROVIDED WITH THIS HARDWARE PRODUCT UNLESS SPECIFICALLY SET FORTH OTHERWISE IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

This limited warranty does not cover any costs relating to removal or replacement of any Hardware Product, CD-ROM, or software installed on your computer.

This limited warranty does not cover damages due to external causes, including accident, problems with electrical power, usage not in accordance with product instructions, misuse, neglect, alteration, repair, or improper installation.

How To Be Eligible For Warranty Coverage

In order to be eligible for warranty coverage, you must reside in North America and submit proof of purchase including the cash register receipt with the price of the product clearly marked.

How to Obtain Warranty Service

To obtain North America warranty service, you must return the defective Hardware Product to Prime Entertainment. Before returning this Hardware Product to Prime Entertainment, you must contact Prime Entertainment's Customer Support Group at 1.888.800.0502. A copy of the original sales receipt must be presented before obtaining warranty service.

If you obtain warranty service from Prime Entertainment, upon Prime Entertainment's verification that the Hardware Product or CD-ROM may be defective, you will be issued a Return Material Authorization (RMA). When you return the Hardware Product and CD-ROM to Prime Entertainment, you must include the RMA number on the outside of the package. Prime Entertainment will not accept any returned Hardware Product or CD-ROM that has no RMA number on the package.

If you return the Hardware Product and/or CD-ROM to Prime Entertainment, you must assume the risk of damage or loss during shipping. You must use the original packaging or the equivalent, and you must pay the postage.

Prime Entertainment may elect to replace or repair the Hardware Product and/or CD-ROM with either a new or reconditioned product. The returned product shall become Prime Entertainment's property on receipt by Prime Entertainment.

The replacement Hardware Product and/or CD-ROM is warranted under this written warranty and is subject to the same limitations and exclusions for the remainder of the original warranty period or ninety (90) days, whichever is longer.

WARRANTY LIMITATIONS AND EXCLUSIONS

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRIME ENTERTAINMENT MAKES NO EXPRESS WARRANTIES BEYOND THOSE STATED HERE. PRIME ENTERTAINMENT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME U.S. STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY TO YOU.

ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY

PRIME ENTERTAINMENT'S RESPONSIBILITY UNDER THIS, OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. PRIME ENTERTAINMENT IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH A SYSTEM CONTAINING YOUR HARDWARE PRODUCT CD-ROM OR ACCOMPANYING SOFTWARE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.