

# GAEMS WARRANTY

**BY USING YOUR PGE OR ACCESSORY YOU AGREE TO THIS WARRANTY.**

**BEFORE SETTING UP YOUR PGE OR ACCESSORY, PLEASE READ THIS WARRANTY CAREFULLY.**

**IF YOU DO NOT ACCEPT THIS WARRANTY DO NOT USE YOUR PGE OR ACCESSORY.**

**RETURN IT TO GAEMS FOR A REFUND.**

This Warranty gives you specific legal rights. You may also have other rights which vary from State to State.

- (a) “PGE” means a new PGE (personal gaming environment) device purchased from an authorized retailer.
  - (b) “Accessory” means a GAEMS manufactured PGE hardware accessory purchased from an authorized retailer.
  - (c) “Warranty Period” for PGE, means 90 days **from the date you purchased** the PGE from an authorized retailer; and for Accessories, means 90 days from the date you purchased the Accessory from an authorized retailer.
  - (d) “You” means the original end-user.
  - (e) “Normal Use Conditions” means ordinary consumer use under normal home conditions according to the instruction manual packaged with the PGE or Accessory.
- (a) During the Warranty Period, GAEMS warrants, only to you, that the PGE or Accessory will not malfunction under Normal Use Conditions.
  - (b) This is the only warranty GAEMS for your PGE or Accessory. No one else may give any warranty on GAEMS behalf.
  - (c) IF YOUR STATE’S OR PROVINCE’S LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IT’S DURATION IS LIMITED TO THE WARRANTY PERIOD. Some States do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.
- (a) Before starting the Warranty process, please use the trouble-shooting tips at <http://www.gaemspge.com> or contact Technical Support by submitting a request below.

(b) If the troubleshooting tips do not resolve your problem, then follow the online process at <http://www.gaemspge.com>. If you do not have access to the Internet, you can call: 888.402.6743

(c) Before sending Your PGE or Accessory to GAEMS for service, be sure to send all of your accessories with it. Any accessories left out may result in fees. Do **not** send any personal items, such as your console, controllers, games, third party power cords, etc. GAEMS is not responsible for any lost or damaged personal items.

(a) After you return Your PGE or Accessory to GAEMS, GAEMS will inspect it.

(b) If GAEMS determines that Your PGE or Accessory malfunctioned during the Warranty Period under Normal Use Conditions, GAEMS will (at its option) repair or replace it, or refund the purchase price to you. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit.

(c) After repair or replacement, Your PGE or Accessory will be covered by this warranty for the longer of the remainder of your original Warranty Period, or 15 days after GAEMS it to You.

(d) GAEMS' RESPONSIBILITY TO REPAIR OR REPLACE YOUR PGE OR ACCESSORY, OR TO REFUND THE PURCHASE PRICE, IS THE END USERS RIGHT, AND DOES NOT EXTEND TO SECONDARY USERS, TERTIARY USERS, OR ANY OTHER USERS.

(e) If Your PGE or Accessory malfunctions after the Warranty Period expires, there is no warranty of any kind. After the Warranty Period expires, GAEMS may charge you a fee for its efforts to diagnose and service any problems with Your PGE or Accessory.

**GAEMS is not responsible and this warranty does not apply if Your PGE or Accessory is:**

(a) Used with products not sold, or approved, or licensed by GAEMS (including accessories not licensed by GAEMS);

(b) Used for commercial purposes (including rental, pay-per-play, etc);

(c) Opened, modified, or tampered with (including any attempt to defeat Your PGE or Accessory security or anti-piracy mechanism), or its serial number is altered or removed.

(d) Damaged by any external cause (including inadequate ventilation, or other failure to follow instructions in the printed manual packaged with the PGE or Accessory); or

(e) Repaired by anyone other than GAEMS.

**GAEMS IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR PGE OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF GAEMS HAS BEEN ADVISED**

**OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.** Some States or Provinces do not allow exclusion or limitations of incidental or consequential damages, so this limitation or exclusion may not apply to you.

(a) The software in Your PGE or Accessory is licensed, not sold. You are licensed to use the software only in Your PGE or Accessory and you may not reverse engineer it.

(b) If you attempt to defeat or circumvent Your PGE or Accessory security or anti-piracy system, you may cause your PGE or Accessory to stop working permanently. You will also void your Warranty, and make Your PGE or Accessory ineligible for authorized repair, even for a fee.

(a) If you acquired Your PGE or Accessory in the United States, Washington State law governs the interpretation of this warranty and any claim that GAEMS has breached it, regardless of conflict of law principles.

(b) The laws of the State or Province where you live govern all other claims (including consumer protection, unfair competition, implies warrant and tort claims).

(c) This Warranty is valid only in the United States of America.