

FETCH GEN 5 MINI SET TOP BOX 1 YEAR LIMITED WARRANTY

This warranty is provided by Fetch TV Retail Pty Ltd (ABN 53 168 151 522) of Level 13, 100 Arthur Street North Sydney NSW 2060 Australia (**Fetch**).

Our warranty to you

This warranty relates to the Fetch TV GEN-5 Mini STB (Model HY4424) ("FETCH GEN 5 MINI")

Fetch warrants that a new Fetch Gen 5 Mini purchased from an authorised retailer in Australia will be free from defects in workmanship and materials, when used in accordance with any guidelines published by Fetch (including all guidelines provided with the Fetch Gen 5 Mini), commencing on the date upon which you first purchased it from an authorised retailer and continuing for a period of one (1) year (**Our Warranty**).

Our Warranty applies to new Fetch Gen 5 Minis that are purchased from authorised retailers only, and does not extend to any other products, parts or accessories that were supplied with the Fetch Gen 5 Mini (including, without limitation, the power supply, the remote control, cables or any guide books such as the "Quick Start Guide") or via any other means (**Accessories**). This means that Our Warranty does not apply to defects in Accessories, even if those defects have an impact on the operation of your Fetch Gen 5 Mini. However, you may have consumer rights with respect to those Accessories as set out below.

The one year warranty period for Our Warranty runs for one year from the date upon which you originally purchased the new Fetch Gen 5 Mini from the authorised retailer. If you make a valid claim under Our Warranty and are provided with a replacement Fetch Gen 5 Mini as a result, the one year period for Our Warranty will not re-start, but will instead continue to run for the remainder of the one year period (counted from the date of original purchase from the authorised retailer). You may also have consumer rights with respect to the replacement Fetch Gen 5 Mini as set out below.

YOUR CONSUMER RIGHTS

The benefits given to you under Our Warranty are in addition to, and do not detract from, other rights and remedies that you may have in respect of your Fetch Gen 5 Mini or any Accessories under Australian laws, including the Australian Consumer Law.

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 will we do if Our Warranty is breached?

If you make a valid claim under Our Warranty for a defective Fetch Set Top Box, we will replace the defective Fetch Set Top Box. NOTE: A replacement Fetch Gen 5 Mini may be entirely new, or may be refurbished or contain refurbished parts.

All claims under Our Warranty are governed by these terms and you must follow the steps below to make a valid claim under Our Warranty.

Exclusions and limitations to Our Warranty

To the full extent permitted by law, and subject to your consumer rights as referred to above:

- You cannot make a claim under Our Warranty if any fault with the Fetch Gen 5 Mini (including damage or failure) was caused by:
 - improper, negligent or reckless installation or use;
 - deliberate misuse, or any accident (including any natural disaster, fire or similar event), abuse or neglect;
 - physical damage caused by any person after purchase (for example, cracked or broken casing);
 - any tampering with or modification to the Mini caused by any person (for example, removing or opening the Fetch Gen 5 Mini case, breaking the warranty seal, inserting objects into the Fetch Set Top Box, removing parts from the Fetch Set Top Box) unless that person has been expressly authorised by Fetch to do so; or
 - a person attempting to repair the Fetch Set Top Box, unless that person has been expressly authorised by Fetch to do so;
- Our Warranty is valid only for the original purchaser of the Fetch Gen 5 Mini and is not transferable;
- Our Warranty applies only to Fetch Set Top Boxes purchased through an authorised retailer. Retailers listed on Fetch's website (www.fetchtv.com.au) are authorised retailers; and
- Our Warranty does not cover claims if you don't make them in accordance with the procedure set out in this document.

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To make a valid claim under Our Warranty, you need to ensure that your claim does not fall within the exclusions and limitations set out above.

How to make a valid claim under Our Warranty

To make a valid claim under Our Warranty, you must follow this procedure:

- Complete the troubleshooting process set out on the Fetch website at www.fetchtv.com.au. You can access the troubleshooting process by logging into your account at www.fetchtv.com.au/account. You will be provided with a Return Authority Code on completion of the troubleshooting process. You must provide this code to the authorised retailer where the Fetch Gen 5 Mini was purchased when making your claim to show that the process has been completed.
- To make a claim under Our Warranty, you must take your defective Fetch Gen 5 Mini back to the same authorised retailer from whom you purchased it.
- You must lodge your warranty claim with the authorised retailer in accordance with these requirements by the date that is one (1) year after date upon which you purchased the defective Fetch Gen 5 Mini from the authorised retailer.
- You must retain, and provide to the authorised retailer when making a claim:
 - the receipt or other evidence of purchase (and date of purchase) of the defective Fetch Set Top Box; and
 - the defective Fetch Gen 5 Mini as well as all electrical accessories that were originally supplied in the package with the Fetch Gen 5 Mini (including the power supply, the remote control, and the cabling).
- If you have them, please also give the authorised retailer the "Quick Start Guide" that was provided to you when you purchased your Fetch Gen 5 Mini and the original packaging. A failure to return these items will not invalidate your claim.
- You are responsible to all costs and expenses that you incur in making a claim under Our Warranty. This includes your costs in returning the defective Fetch Gen 5 Mini to the authorised retailer and following the process set out here.
- Fetch will pay all its own costs in collecting the defective Fetch Gen 5 Mini from the authorised retail store, and ensuring that a repaired or replacement Fetch Gen 5 Mini (at Fetch's sole option) is available for you to collect from the authorised retail store, if your claim is valid.

Please note that the procedure for making a claim under Our Warranty does not limit the manner in which you may exercise your consumer rights as referred to above.

IMPORTANT

A Fetch Gen 5 Mini presented for repair may be replaced by an "as new" (i.e. refurbished) Fetch Gen 5 Mini rather than being repaired. Refurbished parts may be used to repair the defective Fetch Set Top Box.

Fetch will hold all personal information collected in connection with any claim that you make under Our Warranty in accordance with its Privacy Policy which is available at www.fetchtv.com.au/privacy-policy

QUESTIONS ABOUT OUR WARRANTY

Email: warrantyclaims@fetchtv.com.au

Phone: + 1800 133824 and leave a message.

We recommend all contact in the first instance be by email.

THIS CONTACT INFORMATION ONLY RELATES TO QUESTIONS ABOUT THE FETCH GEN 5 MINI WARRANTY

IF YOU REQUIRE SUPPORT FOR YOUR FETCH SERVICE LOGIN TO YOUR ACCOUNT AT
WWW.FETCHTV.COM.AU/ACCOUNT