

## LIMITED WARRANTY

### YOUR Rights Under Australian Consumer Laws.

If YOU are a consumer YOU may have statutory rights under the Australian Consumer Law that are in addition to those set out in this Limited Warranty ("Consumer Rights"). This Limited Warranty sets out certain situations when BlackBerry will, or will not, provide a remedy for BlackBerry Device. This Limited Warranty does not limit or exclude any of YOUR Consumer Rights relating to the BlackBerry Device.

Under YOUR Consumer Rights, YOU are entitled to: (a) a replacement or refund for BlackBerry Devices with a major failure, and compensation for any other reasonably foreseeable loss or damage; and (b) have BlackBerry Devices repaired or replaced if the BlackBerry Device fails to be of acceptable quality and the failure does not amount to a major failure; and (c) such remedies in addition to YOUR rights under this Limited Warranty.

YOU may return a defective BlackBerry Device to:

- (a) the retailer from whom YOU purchased the BlackBerry Device; or
- (b) BlackBerry directly if YOU are a consumer under the Australian Consumer Law, or YOU have purchased a BlackBerry PlayBook or BlackBerry Porsche Design smartphone.

If YOU are a consumer under Australian Consumer Law and YOU wish to return a defective BlackBerry Device to BlackBerry directly, please contact a BlackBerry representative at 1 800 039 536 for instructions.

IF YOU RETURN A BLACKBERRY DEVICE, BUT THE BLACKBERRY DEVICE IS NOT COVERED UNDER THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY OR ANY CONSUMER RIGHTS, REPAIR AND PROCESSING TERMS AND CHARGES MAY APPLY.

Manufacturer Warranty Coverage. Subject always to YOUR Consumer Rights, this manufacturer's Limited Warranty sets forth the warranty responsibilities of BlackBerry Limited, with offices at 2200 University Ave. East, Waterloo, Ontario, N2K 0A7, Canada and its affiliates ("BlackBerry") regarding BlackBerry branded hardware products and accessories manufactured by or on behalf of BlackBerry ("BlackBerry Device"). BlackBerry warrants that the BlackBerry Device will be free from defects in materials and workmanship under normal use for a period that commences on the date of the original purchase of the BlackBerry Device and continuing for the following specified period of time for each applicable type of BlackBerry Device (the "Warranty Period"):

(a) For a BlackBerry Handheld smartphone (including non-removable batteries) the Warranty Period is one (1) year. Please contact the retailer from whom YOU purchased the BlackBerry Device on how to obtain customer support for YOUR BlackBerry Device.

(b) For a BlackBerry Porsche Design smartphone (including non-removable batteries) the Warranty Period is two (2) years. Please contact a BlackBerry representative at 1 800 039 536 for instructions - also please refer to [www.blackberry.com/gettingstarted](http://www.blackberry.com/gettingstarted).

(c) For a BlackBerry tablet (including non-removable batteries) the Warranty Period is one (1) year. Please contact a BlackBerry representative at 1 800 039 536 for instructions - also please refer [www.blackberry.com/playbookwarranty](http://www.blackberry.com/playbookwarranty).

(d) For BlackBerry accessories (including removable batteries) the Warranty Period is one (1) year. Please contact the retailer from whom YOU purchased the BlackBerry Device.

For BlackBerry Devices refurbished by or on behalf of BlackBerry the balance of the warranty period (if any) applies to such refurbished BlackBerry Device.

During the Warranty Period, if the BlackBerry Device is found by BlackBerry to be defective and covered under this Limited Warranty, BlackBerry may at its absolute and sole discretion:

(i) repair the defective portion of the BlackBerry Device without charge to YOU with new or reconditioned parts;

(ii) replace the defective BlackBerry Device without charge to YOU with a comparable new or refurbished product; or

(iii) if BlackBerry is unable to repair or replace the BlackBerry Device as provided under (i) or (ii) above, refund to YOU the net purchase price YOU paid for the BlackBerry Device.

If the BlackBerry Device is repaired or replaced by or behalf of BlackBerry during the Warranty Period, the Warranty Period for the repaired or replaced BlackBerry Device will expire upon the expiration of the original Warranty Period (except to the extent BlackBerry is expressly required by law to provide YOU a longer Warranty Period for the repaired or replaced BlackBerry Device). Any warranty service or support provided by or on behalf of BlackBerry under this Limited Warranty is conditioned upon the return of YOUR BlackBerry Device to a BlackBerry authorized service provider as set out in this Limited Warranty. When YOU return a BlackBerry Device under this Limited Warranty and receive a replacement BlackBerry Device, the item YOU returned becomes BlackBerry's property and the replacement item becomes YOURS. When a refund is provided under this Limited Warranty, YOU will return the BlackBerry Device to BlackBerry and the returned BlackBerry Device becomes BlackBerry's property.

Warranty Exclusions and Limitations. This Limited Warranty does not apply (as determined by BlackBerry):

(i) to consumable parts of a BlackBerry Device, such as removable batteries and protective coating designed to diminish over time, unless the damage was caused by a defect in materials or workmanship;

(ii) to normal wear and tear to a BlackBerry Device;

(iii) if the BlackBerry Device is opened, modified, or repaired by someone not authorized by BlackBerry;

(iv) if the BlackBerry Device serial number, IMEI number, or other identifier has been defaced or removed;

(v) to a BlackBerry Device where the damage, malfunction or defect is caused by and/or results from:

(a) misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect or misapplication;

(b) use of the BlackBerry Device in conjunction with accessories, products, services, software, applications, or ancillary or peripheral equipment not expressly approved or provided by BlackBerry specifically for use with YOUR particular model of BlackBerry Device;

(c) anything that is not the fault of the BlackBerry Device itself; or

(d) operation or use of the BlackBerry Device outside the applicable installation guide or standard end user documentation prepared and supplied by BlackBerry, including any safety and operation instructions available at <http://docs.blackberry.com>, or the BlackBerry Solution License Agreement available at <http://us.blackberry.com/legal/bbsla.jsp>;

(vi) to damage to the surface of the BlackBerry Device, including but not limited to cracks, dents, or scratches;

(vii) any equipment, tablets, or other hardware other than the BlackBerry Device as defined in this Limited Warranty - for example, it does not apply to any external SIM card or to anything that is not BlackBerry branded and manufactured by or on behalf of BlackBerry; or

(viii) if YOU are unable to provide proof of purchase evidencing the original purchase of the BlackBerry Device and the date and place of original purchase.

This Limited Warranty is a hardware only warranty that is limited to the BlackBerry Device and does not cover any software shipped, pre-loaded, or distributed by BlackBerry or any third party, even if the software is packaged or sold with the BlackBerry Device, or available for the BlackBerry Device at a later time. Software licence agreements apply to YOUR use of software associated with the BlackBerry Device. The software licence for BlackBerry proprietary software shipped with the BlackBerry Device is described in the applicable BlackBerry software license agreement.

Backup Your Data. YOU should regularly backup YOUR BlackBerry Device data, software, applications and information as a safeguard against possible operational issues including prior to the return of the BlackBerry Device. Data backup is YOUR responsibility and is not the responsibility of BlackBerry, the retailer through whom YOU purchased the BlackBerry Device, or the BlackBerry authorized service providers through whom YOU received servicing, repair or replacement of the BlackBerry

Device including, without limitation, data lost or damaged through the use of synchronization software. PLEASE REMOVE ANY PERIPHERALS OR MEMORY AND/OR ANY PERSONAL OR CONFIDENTIAL INFORMATION PRIOR TO RETURNING YOUR BLACKBERRY DEVICE. DURING THE SERVICING, REPAIR OR REPLACEMENT CONTENT ON YOUR BLACKBERRY DEVICE MAY BE DELETED AND/OR REFORMATTED OR CONFIGURED AS ORIGINALLY PURCHASED (SUBJECT TO THEN CURRENT UPDATES AND UPGRADES OF SOFTWARE, WHICH IS SUBJECT TO THE BLACKBERRY SOLUTION SOFTWARE LICENSE AGREEMENT) AND ANY PERIPHERALS OR MEMORY REMOVED AND NOT RETURNED TO YOU. For clarity, this Limited Warranty does not cover the backup, recovery or reinstallation of YOUR data, software or applications to the BlackBerry Device.

When contacting BlackBerry or a BlackBerry authorized service provider via telephone charges may apply. YOU may be required to assist in diagnosing any problem with YOUR BlackBerry Device and/or provide proof of purchase evidencing that YOU are the original purchaser of the BlackBerry Device and the date and place of original purchase. Warranty service options, response times and charges (if applicable) may differ by country. IF YOUR BLACKBERRY DEVICE IS RETURNED DURING THE WARRANTY PERIOD, BUT YOUR BLACKBERRY DEVICE IS NOT COVERED UNDER THIS LIMITED WARRANTY, TERMS AND CHARGES MAY APPLY FOR ANY REPAIR OR PROCESSING PERFORMED. IF YOU DO NOT LIVE IN THE COUNTRY WHERE THE BLACKBERRY DEVICE WAS ORIGINALLY SOLD THEN:

(A) WARRANTY REPAIR OR SERVICE MAY NOT BE POSSIBLE;

(B) YOU MAY BE REQUIRED TO AGREE TO TERMS AND/OR TO PAY CERTAIN COSTS (INCLUDING, BUT NOT LIMITED TO, SHIPPING AND HANDLING COSTS); AND

(C) THE WARRANTY REPAIR OR SERVICE, IF POSSIBLE, MAY TAKE LONGER THAN NORMAL TO COMPLETE.

Privacy. Customer information received by BlackBerry will be used, processed, transmitted, and disclosed in accordance with BlackBerry's Privacy Policy (available at <http://www.blackberry.com/legal/privacy.shtml>) in order to perform the warranty services described in this Limited Warranty. This may include obtaining YOUR information and the BlackBerry Device from service providers, retailers, resellers and distributors involved in the chain of custody of the BlackBerry Device upon which warranty services are performed, and transferring YOUR information and the BlackBerry Device to BlackBerry subsidiaries and affiliates or BlackBerry service providers.

Miscellaneous. If any term, provision or sub-section of this Limited Warranty is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of such term, provision or subsection and this Limited Warranty will not be affected.