

Terms and Conditions

Welcome to the Family Center

THIS AGREEMENT GOVERNS YOUR PURCHASE OF PRODUCTS FROM SONY ELECTRONICS INC. (“Sony”). PLEASE READ IT CAREFULLY. NO OTHER TERMS APPLY. BY SUBMITTING YOUR ORDER YOU ARE AGREEING TO THESE TERMS.

THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU WISH TO OPT OUT OF THESE PROVISIONS, PLEASE FOLLOW THE INSTRUCTIONS IN THE DISPUTE RESOLUTION SECTION BELOW. (U.S. ONLY)

Summary:

- The Sony Family Center is an employee benefit to only you, the employee.
- Products you purchase are only for the personal use of you, your family or your friends, and not for resale as set forth in these Terms.
- **IMPORTANT: YOU SHALL NOT PROVIDE SONY INTERNAL CONTACT INFORMATION TO YOUR FAMILY/FRIENDS. YOU AGREE THAT FAMILY/FRIENDS FOR WHOM YOU PURCHASE PRODUCTS ON THE FAMILY CENTER WILL BE INFORMED TO:**
 - o o (i) ABIDE BY THE TERMS OF THE SALE (I.E., THE LIMITED WARRANTY ACCOMPANYING THE PRODUCT APPLIES TO THE PRODUCT; OR THE PRODUCT IS SOLD “AS IS”; AND ALL SALES ARE FINAL); AND
 - o (ii) CONTACT SONY’S PUBLIC FACING CUSTOMER SUPPORT (FOR US: 1-888-222-7669; FOR CANADA – FRENCH AND ENGLISH: 1-877-899-SONY (1-877-899-7669)) FOR QUESTIONS ABOUT SONY PRODUCTS.
- Product discounts can vary week to week. No price protection is offered.
- **ALL SALES ARE FINAL.** There are no returns on Products purchased.
- Please read this document for complete terms and conditions regarding use of this site. **IF YOU DO NOT ACCEPT THESE TERMS, DO NOT SUBMIT AN ORDER.**

Definitions:

“Product” means any item offered for sale or licensing on the Website including but not limited to services, hardware devices, software, accessories, configurations of hardware and software, CDs, DVDs, Blu-ray discs, PlayStation games and all associated documentation.

“Website” means the Family Center website located at <https://familycenter.sony.com/> or <https://familycenter.sony.ca/>, as applicable.

Entire Agreement:

The terms and conditions herein may NOT be altered, supplemented, or amended by the use of any additional document(s) that purport to be an agreement of the parties. Any attempt to

supplement or amend these terms and conditions or to enter an order for Product(s) which is subject to additional or altered terms and conditions shall be null and void.

Orders/ Acceptance by Sony/Acceptance of This Agreement by You:

All orders of Products placed by you with Sony are non-cancelable and shall be subject to acceptance by Sony. Sony reserves the right to reject any order you place with us, and/or to limit the quantities on any order. If Product does not ship within 2 weeks from the date it is ordered, Sony will contact you to determine if you still want the order or if you want to cancel the order.

Your submission of your order shall constitute your full acceptance of these terms and conditions. **AGAIN, IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT SUBMIT AN ORDER.**

Sony Employee Purchase Program

The Employee Purchase Program (EPP) is a benefit provided by Sony Electronics Inc. to current employees and members of participating companies that are approved by Sony. The Program is intended solely for personal use. EPP members are allowed to purchase up to US/CAD\$30,000 in Products per calendar year for the personal use of you, your family or friends; provided that you do not resale the Products or compete with Sony as described in these Terms.

EPP Discounts are only for Products purchased on the Family Center website and are subject to change. Subject to the terms of the business group/unit issuing discount(s) for EPP use, EPP discounts may not be combined with other promotional offers, discounts, bundles or applied to previous orders. Prices and discounts are valid while supplies last and rain checks and price protections are not offered.

Sony reserves the right to modify or terminate this program at any time. Offer is subject to change, including termination, without notice.

In order to participate in the EPP, you must register (create account) on this Website. When registering, you must provide Sony true, accurate, current and complete information (the "Registration Data"). You must also update your Registration Data as necessary to keep it accurate, current and complete. You must also select a password when you register.

By registering, you acknowledge and agree that Sony may use your account name and password for all valid business purposes it deems appropriate, including, without limitation, to (a) access your account and records, (b) update your account profile information, and/or (c) assist you with Product purchases and services.

You are solely responsible for keeping your account name (email address and/or global identification number) and password confidential, and for all activities that occur on your account, including all unauthorized activities. Sony is entitled to act on instructions received by it if correct account name (email address and/or global identification number) and password is provided, and in such case Sony will not be liable for (i) any credits or debits made to the applicable account, or (ii) any loss or damage arising from a member's failure to adequately safeguard his/her account name (email address and/or global identification number) and/or password. You agree to immediately notify Sony of any unauthorized use of your account or any other breach of security related to EPP or the Website.

IMPORTANT: YOU SHALL NOT PROVIDE SONY INTERNAL CONTACT INFORMATION TO YOUR FAMILY/FRIENDS. YOU AGREE THAT FAMILY/FRIENDS FOR WHOM YOU PURCHASE PRODUCTS ON THE FAMILY CENTER WILL BE INFORMED TO:

(i) ABIDE BY THE TERMS OF THE SALE (I.E., THE LIMITED WARRANTY ACCOMPANYING THE PRODUCT APPLIES TO THE PRODUCT; OR THE PRODUCT IS SOLD "AS IS"; AND ALL SALES ARE FINAL); AND

(ii) CONTACT SONY'S PUBLIC FACING CALL CENTER FOR QUESTIONS ABOUT SONY PRODUCTS (FOR US: 1-888-222-7669; FOR CANADA – FRENCH AND ENGLISH: 1-877-899-SONY (1-877-899-7669)).

Limited Warranties:

With respect to Sony branded Products, Sony makes no warranties except those stated in the Sony limited warranty cards included with the Products. In the case of Sony Products sold on an AS IS basis, no Sony limited warranty terms apply to such Products and such Products are sold with all faults as a FINAL SALE. In the case of an optional extended warranty purchase from Sony, such extended warranty documentation is honored. With respect to third party (i.e. non-Sony branded) Products, such Products are sold by Sony AS IS. However, the third party manufacturer or supplier of these Products may offer their own warranties, and you agree to look solely to such manufacturer or supplier for any warranty related claims. SONY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT.

Software License Terms:

All software (including pre-loaded software contained in hardware) is provided subject to such software's end user license agreement. You agree that you will be bound to such agreement.

Payment Terms; Price Confirmation/Billing Errors:

You are responsible for payment to Sony of all Products ordered on your account. Unless otherwise indicated, the purchase price of Products will be billed in full at the time of Product order. Sony accepts MasterCard and Visa, as well as debit cards with Visa and MasterCard logos. Sony has the right to change and limit credit card options at any time, Sony does not accept cash, COD, purchase orders, or personal checks. Sony payment terms are subject to change without notice at Sony's sole discretion.

Please note that Product prices may change from week to week. A price change is not a pricing error. Thus, in the event you purchase a Product and the Product pricing changes at any time thereafter, you may not cancel your order or return the Product. Again, all orders on the Family Center are noncancelable and all sales are final.

Products:

Sony continually updates, revises, and discontinues Products. Sony may revise, update and/or discontinue Products at any time. Sony Products are new unless otherwise specified (e.g. refurbished).

Sony, in its sole discretion, may update, revise or discontinue the Products offered through EPP at any time, and/or may limit the quantity of certain Products that may be redeemed in one order or within a certain time period. Quantities of Products are subject to availability. In the event of a shortage, Sony may allocate sales and deliveries of Product(s) in its sole discretion.

Any items redeemed/purchased from or through EPP are made pursuant to a shipment contract. This means that the risk of loss and title for such item(s) passes to you upon Sony's delivery to the carrier. In the event of Product loss during transit, it is your responsibility to file a claim with the carrier. **IF A PRODUCT ARRIVES DAMAGED, IT IS YOUR (OR THE FAMILY OR FRIEND'S) RESPONSIBILITY TO CONTACT SONY WITHIN 24 HOURS OF THE DELIVERY.** The damaged Product will be picked up at Sony's expense. The purchase price of the Product will be refunded to the payment form used to purchase the Product.

Coupons & Promotional Codes:

Subject to the terms of the business group/unit issuing discount(s) for EPP use, you may not otherwise use coupons or promotional codes toward the purchase of refurbished or open-box returned product, shipping & handling or sales tax. Additionally, coupons and promotional codes may not be used towards the purchase of certain Products at Sony's sole discretion.

Coupons and promotional codes must be valid are non-transferable, may only be used once and may not be redeemed for cash or credit. Coupons must be surrendered at time of redemption and unique coupon codes must be provided at time of redemption through the Website. Coupon and promotional code offers are void where prohibited, taxed or restricted by law. Coupon and promotional code offers are valid only within your resident country, the United States or Canada, excluding territories. If you have questions regarding a coupon or promotional code, please contact support using the website support page. Coupon/promotional code programs may be terminated or modified by Sony at any time in its sole discretion. Unless otherwise permitted by the terms of the promotional offers, limit of one coupon/promotion code per purchase applies.

Return Policy

ALL SALES ARE FINAL. Sony's return policy allows for most Products purchased directly from the Family Center and shipped to domestic locations (within the United States or within Canada). **IF A PRODUCT ARRIVES DAMAGED, IT IS YOUR (OR THE FAMILY OR FRIEND'S) RESPONSIBILITY TO CONTACT SONY WITHIN 24 HOURS OF DELIVERY.** The damaged Product will be picked up at Sony's expense. The purchase price of the Product will be refunded to the payment form used to purchase the Product.

Products must be returned in the original packaging. Shipping and handling charges are not refundable. 15% restocking fees may apply. Return authorizations (RMAs) are valid for only 7 days from issuance, after which you are responsible for and must prepay all shipping charges and you shall assume all risk of loss or damage to Product while in transit to Sony. If you return Product to Sony (i) without a RMA from Sony or (ii) beyond the 7 day issuance period, or (iii)

without original packaging, Sony retains the right to either refuse delivery of such return or charge you a restocking fee. Please allow up to eight weeks for Sony to credit your account.

Shipping and Handling/Risk of Loss:

Product prices do not include taxes, shipping and handling. Only domestic shipment available (i.e., U.S. orders may ship within the United States only, Canadian orders may ship within Canada only).

AIBO is not available for sale or use in Illinois and will not be shipped to Illinois.

Limitation of Liability:

BOTH YOUR AND SONY'S LIABILITY SHALL BE LIMITED TO THE PRICE PAID FOR PRODUCT. IN NO EVENT SHALL EITHER YOU OR SONY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. NEITHER YOU NOR SONY SHALL HAVE ANY LIABILITY TO THE OTHER FOR INDIRECT OR PUNITIVE DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Taxes:

Prices do not include any sales, local or other similar taxes. Where applicable, taxes will be shown on and added to your invoice. All such taxes shall be paid by you.

Resale:

You certify and agree that (i) you are purchasing Product(s) only for your own personal use or the personal use of your family or your friends; (ii) excluding subsection (i), you are not purchasing Product(s) (including Product(s) for their component parts) for resale including, but not limited to, to the public, on social media, or in any way that competes with Sony.

Title:

Title to Product(s) other than software passes from Sony to you upon shipment from Sony or vendor's facility. Title to software shall remain with the applicable licensor(s).

Dispute Resolution (Including Binding Arbitration - US Only):

Read the following Dispute Resolution provision carefully. It details your rights and instructions should a dispute related to the product arise.

What Happens If We Have A Dispute (US Only): Should a dispute or claim arise related to the Product, Your purchase and/or use of the Product, the terms of the Limited Warranty, or any service provided under the terms of the Limited Warranty (including any repair or replacement)

("Dispute"), You and Sony agree that the Dispute shall be resolved exclusively through binding arbitration. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) IN ANY DISPUTES IN COURT. You also agree that ANY DISPUTE RESOLUTION PROCEEDING WILL ONLY CONSIDER YOUR INDIVIDUAL CLAIMS, AND BOTH PARTIES AGREE NOT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION, OR

PRIVATE ATTORNEY GENERAL ACTION. Despite the above, you have the right to litigate any Dispute on an individual basis in small claims court or other similar court of limited jurisdiction, to the extent the amount at issue does not exceed \$15,000, and as long as such court has proper jurisdiction and all other requirements (including the amount in controversy) are satisfied.

Arbitration Instructions. To begin Arbitration, either you or Sony must make a written demand to the other for arbitration. The Arbitration will take place before a single arbitrator. The Arbitration will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules, and the Supplementary Proceedings for Consumer-Related disputes ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed, if applicable. You may get a copy of AAA's Rules by contacting AAA at (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared between you and Sony, but in no event shall your fees ever exceed the amount allowable by the special rules for Consumers Disputes provided for by AAA, at which point Sony will cover all additional administrative fees and expenses. This does not prohibit the Arbitrator from giving the winning party their fees and expenses of the arbitration when appropriate pursuant to the Rules. Unless you and Sony agree differently, the arbitration will take place in the county and state where you live, and applicable federal or state law shall govern the substance of any Dispute during the arbitration. However, the Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern the arbitration itself and not any state law on arbitration. The Arbitrator's decision will be binding and final, except for a limited right of appeal under the Federal Arbitration Act.

Opt-Out Instructions. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION, THEN: (1) You must notify Sony in writing within 30 days of the date that you purchased the Product; (2) Your written notification must be mailed to Sony Electronics Inc., 16535 Via Esprillo, San Diego CA 92127, Attn: Legal Department; AND (3) Your written notification must include (a) Your NAME, (b) Your ADDRESS, (c) the DATE you purchased the product, and (d) a clear statement that "YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ELECTRONICS ENTITY THROUGH ARBITRATION AND/OR BE BOUND BY THE CLASS ACTION WAIVER."

Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty accompanying the Product in any way, and you will continue to enjoy the benefits of the Limited Warranty, if applicable.

Headings:

The section headings used herein are for convenience or reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

Critical Components:

The Products are not authorized for use as critical components in life support systems or situations where failure to perform can reasonably be expected to cause significant injury to users or others.

Force Majeure:

Sony shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot, war, pandemic, endemic, government intervention, embargoes, strikes, labor difficulties, equipment failures, or any other causes beyond the control of Sony. Quantities are subject to availability. In the event of shortage, Sony may allocate sales and deliveries in its sole discretion.

Waiver/Invalidity:

Failure of Sony to insist upon strict performance of any provisions hereof shall not be deemed a waiver of its right and remedies. If any provision of this Agreement is deemed by a court to be unenforceable, the remainder shall stay in effect.

Entire Agreement:

These terms and conditions constitute the entire and exclusive agreement between you and Sony concerning the Products and your purchase hereunder and supersedes any and all statements or other agreements, whether oral or written, between you and Sony.

Trademark:

The trademark "SONY" and any other product names, service names or logos of SONY used, quoted and/or referenced in this Web Site are trademarks or registered trademarks of Sony Corporation or any of its affiliates. Other product names and/or company names used on the Website may be protected as their trademarks and/or trade names. Microsoft, Windows, Windows Vista, Excel, Windows Media and Life Without Walls, and the Windows logo are trademarks or registered trademarks of Microsoft Corporation in the United States and/or other countries. Intel, the Intel Logo, Intel Inside, Intel Core, Ultrabook, and Core Inside are trademarks of Intel Corporation in the U.S. and/or other countries. Google, Google TV, Google Maps, Google Chrome, Gmail, Google Books, Google Earth, Google Ocean, YouTube, Picasa, Android, Android Market, the Google TV, YouTube, Android and Android Market logos are trademarks of Google Inc. Facebook and the Facebook logo are trademarks of Facebook, Inc. Twitter, the Twitter logo, Tweet, and Twitter bird are trademarks of Twitter, Inc. in the United States and other countries. Skype and the Skype Logo are trademarks of Skype Limited. Apple, Macintosh, Mac, Mac OS, iPhone, iPod, iPad, iPod classic, iPod touch, iPod nano and iPod shuffle, iTunes and iMovie are trademarks of Apple Inc., registered in the U.S. and other countries. Netflix and the Netflix logo are registered trademarks of Netflix, Inc. Slacker and the Slacker Radio logo are trademarks of Slacker, Inc.

Vudu and the Vudu logo are trademarks of Vudu, Inc. Hulu and the Hulu logo are trademarks of Hulu. Pandora is a trademark of Pandora Media, Inc. Amazon Video On Demand is a trademark of Amazon in the U.S. and/or other countries. AT&T and the AT&T Globe logo are trademarks of AT&T Intellectual Property. Verizon Wireless is a trademark of Verizon Trademark

Services, LLC. Bluetooth and the Bluetooth logo are trademarks of Bluetooth SIG, Inc. Qualcomm and Snapdragon are registered trademarks of Qualcomm Incorporated. Adobe, the Adobe PDF logo, Creative Suite, Photoshop, Premiere and Acrobat are registered trademarks of Adobe Systems Incorporated in the United States and/or other countries. Norton and Norton Internet Security are trademarks owned by Symantec Corporation or its affiliates in the U.S. and other countries. Carl Zeiss, Vario-Sonnar and VarioTessar are registered trademarks of Carl Zeiss, Inc. HDMI and High Definition Multimedia Interface are trademarks of HDMI Licencing LLC. Blu-ray Disc, Blu-ray 3D, the Blu-ray Disc and Blu-ray 3D logos are trademarks of the Bluray Disc Association. Dolby and the double-D symbol are registered trademarks of Dolby Laboratories. DLNA is a registered trademark of the Digital Living Network Alliance.

Termination; Suspension:

a. Termination. This Agreement, and your account may be (i) terminated by you with or without cause at any time, or (ii) terminated or suspended by Sony at any time, in its sole discretion, without prior notice, for any reason, including, without limitation, violation of this Agreement, or actions which are inconsistent with the letter or spirit of this Agreement.

b. Effect of Termination. Upon termination of your account, your right to use EPP ceases immediately, and Sony may immediately deactivate or delete your account and all related information and files, and/or bar any further access to such files, EPP or the Website. You agree that Sony shall not be liable to you for any termination of your account or your access to EPP or the Website.

Disclaimer:

Prices do not include tax or shipping. Reseller prices may vary. Specifications, availability, prices and terms of offer are subject to change without notice.
Sony is not responsible for photographic, typographic or system errors.

Effective Date: August 25, 2021