#### **Terms and Conditions**

Terms and conditions for participation in the "Feel Better. Do Better" Loigtech & Calm promotion ("Promotion").

Promotion Period from the 1.8.2021 to the 31.10.2022 inclusive ("Promotion Period"). Logitech and Calm are promoting a special gift offer ("Offer"). Participants benefit from 3 Months of Calm Premium ("Prize"), provided that the respective participants fully meet the following terms and conditions.

# Participating products ("Participating Products")

MX Vertical MX Ergo M575 K860

### **Participating countries:**

**United Kingdom** 

Ireland

France

Germany

Austria

Switzerland

Belgium

Netherlands

Spain

**Portugal** 

Romania

Sweden

Denmark

Norway

Finland



## 1. Conditions of Participation

- 1.1 Every end customer of 18 years of age or older (as of the date of entry), who is a legal resident of one of the Participating countries listed above and who purchases a participating product in one of the participating countries within the promotion period can take part in the "Feel Better. Do Better" Logitech promotion. The officers, directors and employees of Logitech and their subsidiaries and affiliated companies and Calm ("Calm") its subsidiaries and affiliated companies, as well as all advertising and promotion agencies, persons engaged in the development, production or distribution of materials for this Offer and immediate family members or persons living in the same household (whether related or not) are not eligible to participate in this Offer. By participating in this Offer, the Participant unconditionally agrees to be bound by these Terms and Conditions.
- 1.2 This Promotion is meant exclusively for newly-bought products, and not for second-hand products. Proof of this will be the participant's responsibility.
- 1.3 Only one claim per Participating Products and per email address.
- 1.4. The Prize is not transferable and the value cannot be paid in cash or be credited to an account.

### 2. Process for participation in the "Feel Better. Do Better" Logitech promotion

The following process shall apply to all Participants:

- 2.1 In order to participate, the Participant must successfully registered online at logitech-promotions.com/calm no later than 15 days after the Promotion Period end date. Please refer to the website for further terms and conditions of the application process. The purchase of the participating product needs to be made by midnight on the promotion end date.
- 2.2 A copy of the reseller's invoice must be uploaded during the online registration process, and the Participant must clearly highlight the Participating Product purchased.

### 3. Shipment of the redemption link.

- 3.1 The redemption link will only be sent if all information required to process the application has been truthfully and completely provided by the Participant and all necessary documents are available.
- 3.2 The Participant will receive a confirmation by e-mail as soon as all data has been completely received. After successful verification of all data, the Participant will receive a unique code and link by email, with which he/she can obtain the gift of 3 months of Calm Premium. There is no entitlement to the gift if the submitted documents are incomplete, illegible or in any other way defective or incorrect. Only purchases made during the Promotion Period inclusive will be accepted, the date of the invoice being relevant for eligibility.
- "3.3 No unique code will be sent to the Participant if:
- (a) has not purchased an eligible Participating Product within the Promotional Period; and/or
- (b) did not complete an online registration; and/or
- (c) has not provided all the documents required for registration; and/or
- d) has not submitted the application online within the campaign period
- e) cancelled the purchase contract for the Participating Product; and/or
- f) has not sent a proof of purchase and/or
- g) has submitted a proof of purchase which does not show a legible purchase date or no purchase date at all; and/or
- h) has submitted a proof of purchase which does not show the purchase price or does not show a legible purchase price, and/or
- (i) indicates an incorrect or invalid invoice number; and/or
- (j) has already participated in the Promotion using that email address."
- 3.4 If a Participant's application is incorrect or incomplete, the Participant has the opportunity to submit the required data within seven (7) days of being notified. If the Participant still does not fulfil the terms and conditions redemption link will not be sent and the request will be cancelled. The Participant is responsible for proving that he/she has not been notified of this.

#### 4. General Conditions

- 4.1 The redemption link will only be sent if the Participant fulfils these terms and conditions. By submitting an application, the Participant agrees to these terms and conditions. Logitech reserves the right to cancel or modify the Promotion at any time.
- 4.2 Taking legal action is excluded.
- 4.3 By accepting these conditions, the Participant confirms that he is the owner of the Participating Products and that there are no third-party claims (for example, retention of title) with respect to the ownership.
- "4.4. Logitech shall accept no liability whatsoever for lost, delayed, damaged or misrouted applications except in cases of gross negligence or wilful acts. Logitech shall accept no responsibility or liability whatsoever for technical faults respectively hardware, software, server, website or other faults and /or damages of any kind that prevent the Participant taking part in the ""Feel better. Do better "" promotion.

If an act, omission, event or circumstance occurs which is beyond the reasonable control of Logitech and which prevents Logitech from complying with these Terms and Conditions, Logitech will not be liable for any failure to perform or delay in performing its obligations. Logitech reserves the right to

modify, delay, postpone or cancel the Offer in the event of circumstances outside of its reasonable control and without notice to the Participants.

- 4.5. PRIVACY; DATA COLLECTION. Information provided by Participant for this Offer is subject to Logitech's Privacy Policy located at https://www.logitech.com/legal/web-privacy-policy.html.
- 4.6. All instructions concerning this offer at Logitech-promotions.com/calm shall be an integral part of these Terms and Conditions in the event that there is nothing to the contrary in these Terms and Conditions.
- 4.7. Should individual provisions of these terms and conditions be ineffective or should there be a legal loophole present these shall not affect the validity of the other provisions.
- "4.7. By submitting an entry, Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Offer, other than the administration of the Offer,

shall be resolved individually, without resort to any form of class action, and exclusively by a court having competent jurisdiction; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Offer but in no event attorneys' fees; and (c) under no circumstances will Participant be permitted to obtain awards for, and

Participant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participant and Promoter in connection with this Offer, shall be governed by, and construed in accordance with, the laws of Switzerland, without giving effect to any choice of law or conflict of law rules. Any disputes arising out of these Terms and conditions will be settled by the competent Courts in Lausanne, Switzerland. These Courts shall have exclusive jurisdiction."

4.8. Copies of these special offer conditions can be viewed on the Promotion website and can be obtained by email free of charge from the address given at the end of these special offer conditions. Where necessary, this special offer has been registered with the relevant authorities.

"4.9 LIMITATION OF LIABILITY. LOGITECH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY GIFT OR THE PARTICIPATION OF THE PARTICIPANT IN THE OFFER. BY PARTICIPATING IN THE OFFER, PARTICIPANT AGREES TO RELEASE AND HOLD LOGITECH AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, AND THEIR AFFILIATES, SUBSIDIARIES, PARENTS, ADVERTISING, PROMOTION AND FULFILLMENT AGENCIES, AND LEGAL ADVISORS HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND IN CONNECTION WITH THE OFFER OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY."

#### 5. Contact Details

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