

## **LOGITECH OFFER “BUY AND TRY ERGO 90 DAYS”**

### **TERMS AND CONDITIONS**

**PURCHASE NECESSARY TO ENTER. OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **ELIGIBILITY.** The Logitech offer “Buy and Try ERGO 90 days” (“Offer”) is open to any person of 18 years of age or older (as of date of entry) who are legal residents of the Netherlands (the “Participant(s)”). The officers, directors and employees of Logitech and Bol.com bv, Coolblue bv, Amazon Netherlands, Media Markt bv, Alternate Computerversand Netherlands cv, BCC Electro speciaalzaken bv, Central Point bv, Buyitdirect bv, ARP bv, Bechtle bv (“Participating Retailers”) their 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.

2. **THE PROMOTER.** Logitech Europe SA (“The Promoter”) with its registered address at EPFL Innovation Park, Daniel Borel Innovation Center, 1015 Lausanne, Switzerland, will promote and operate the Offer. For any queries regarding this Offer, please email [nederland@logitech.com](mailto:nederland@logitech.com), quoting the Offer. The email address is provided exclusively for the submission of promotion enquiries and other written communications will not be accepted.

3. **HOW TO PARTICIPATE.** Participant shall purchase either offline or online one (1) of the following Logitech mouse: K860 ERGO, M575, MX ERGO or MX Vertical (“Qualifying Device”) solely from the Participating Retailers (additional terms and conditions apply) during the Promotion Period as defined below to participate in the Offer. Participant shall be entitled to a refund of the purchase amount (“Refund”) paid mentioned on the receipt received from the Participating retailers (“Receipt”) during the Promotion Period if the Participant is not satisfied with the Qualifying Device within 90 days from the date of purchase of the Qualifying Device.

To claim the Refund, the Participant shall register during the Promotion Period via [www.logitech-promotions.com](http://www.logitech-promotions.com) with a valid email address within 90 days from the date of purchase of the Qualifying Device from the Participating retailers and enter i) its Receipt (uploading digital Receipt or an image of its Receipt) and ii) the required information (First name, last name, address, telephone number, email address, International Bank Account Number number (IBAN), purchase receipt, where the Participant bought the Qualifying Device and the reason of sending the Qualifying Device back (“Entry”). The date taken into consideration as the purchase date of the Qualifying Device is the date shown on the Receipt to be provided by the Participant. The Participant shall receive a registration number (“Registration number”) listed in the email received once the Entry is completed. The Participant shall send the

Qualifying Device in its original packaging (if possible) with all the parts supplied with the Qualifying Device and together with the Registration number to *10XCREW, tav Logitech buy and try 90 days, Don Boscostraat 4, 5611 KW Eindhoven, The Netherlands* no later than 90 days after the purchase of the Qualifying Device from the Participating Retailers. The Refund shall be sent at the provided International Bank Account Number number (IBAN) within 30 days after the reception by the Promoter of the Qualifying Device and the Registration number. The shipping cost for the Qualifying Device shall be borne solely by the Participant. Participant may only claim one Refund per Qualifying Device. The Offer shall not apply to damaged or defective Qualifying Device.

Only Participants who complete a valid Entry during the Redemption Period will qualify for the Offer. The information provided in Participant's Entry will be used to send the Refund if the Entry is valid.

Qualifying Device that are not purchased through Participating Retailers are excluded from the Offer. Entries received after the Registration Period will be automatically discarded. This Offer cannot be combined with other, simultaneously running offers, discounts, promotion or sale prices from Promoter and Participating Retailers.

4. **PROMOTION PERIOD.** The Offer begins on **April 12, 2021 at 00:01 AM, CET** and ends on **March 31, 2022 at 11:59 PM, CET** ("Promotion Period").

5. **REFUND PERIOD.** The Refund may be claimed within 90 days from the purchase of the Qualifying Device from the Participating Retailers between **March 5, 2021 at 00:01 AM, CET and June 31, 2021 at 11:59 PM, CET** ("Redemption Period").

6. **LICENSE GRANT.** Participant retains all of its ownership rights in its entries, however, with each entry, Participant grants Promoter, and its affiliates a worldwide, non-exclusive, perpetual, royalty-free, fully-paid, sublicensable and transferable license to use, adapt, modify, publish, reproduce, distribute, prepare derivative works of, publicly display, and perform its entry, in whole or in part, in connection with this Offer and in connection with the marketing, advertising and promotion of Logitech products. Promoter may also use its submission in connection with (i) retail marketing efforts including trade show booths, catalogs, mailers, point of purchase or other store displays; and (ii) e-commerce efforts including the Promoter websites in any media formats and through any media and social channels.

7. **GENERAL CONDITIONS.** No substitution, transfer or replacement of the Refund and the Qualifying Device. Any taxes and any duties on the Refund are the Participant's sole responsibility.

This Offer does not affect Participant rights to exercise its legal rights under the Consumer Rights laws because the Qualifying Device is faulty.

Promoter's decisions are final and binding in all respects on all matters related to this Offer. Promoter and the Participating Retailers are not responsible for incomplete, lost, mislaid, damaged, late, delayed or garbled registrations or emails, incorrect or inaccurate capture of Entry information, including but not

limited to technical malfunctions, human or technical error, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, or any combination thereof.

Only the fully completed Entry will be accepted. All Entries submitted become the property of Promoter. Promoter reserves the right, without prior notice, to terminate this Offer, in whole or in part, or modify this Offer in any way, and for any reason, including without limitation, if Promoter determines in its sole discretion, that fraud, technical failures or any other factor beyond Promoter's reasonable control impairs the integrity of the Offer. Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the application or to be acting in violation of these Terms and Conditions. Any attempt by any person to deliberately undermine the legitimate operation of the Offer is a violation of criminal and civil law, and should such an attempt be made, Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law.

If an act, omission, event or circumstance occurs which is beyond the reasonable control of Promoter and which prevents Promoter from complying with these Terms and Conditions, Promoter will not be liable for any failure to perform or delay in performing its obligations. Promoter reserves the right to modify, delay, postpone or cancel the Offer in the event of circumstances outside of its reasonable control. Promoter reserves the right to amend these Terms and Conditions at any time without prior notice.

**8. PUBLICITY RELEASE.** Except where prohibited by law, acceptance of a Refund shall constitute the Participant's agreement that Promoter may use its name photograph, address, voice, likeness and Rfund information for any purpose, including without limitation, commercial, advertising and promotional purposes without further payment or compensation.

**9. PRIVACY; DATA COLLECTION.** Information provided by Participant for this Offer is subject to Promoter's privacy policy located at <https://www.logitech.com/legal/web-privacy-policy.html>.

**10. SURVIVAL.** If any clause of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted and the remaining clauses shall survive and remain in full force and effect.

**11. DISPUTES.** 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.

**12. LIMITATION OF LIABILITY.** PROMOTER 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 PROMOTER 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 GIFT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY.