

# **LOGITECH OFFER “BUY AND WIN CUSTOM SNEAKERS”**

## **TERMS AND CONDITIONS**

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

1. **ELIGIBILITY.** The Logitech offer “Buy and Win custom Sneakers ” (“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 and Belgium (the “Participant(s)”). The officers, directors and employees of Logitech and media markt NL, media Markt BE, Krefel, Fnac, New van den Borre, BCC, Wehkamp, Bol.com, Coolblue, Amazon Nederland (“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: M350 Pebble mouse or K380 Multi Device Bluetooth keyboard or MK470 Slim Wireless Combo (“Qualifying Device”) solely from the Participating Retailers (additional terms and conditions apply) during the Promotion Period as defined below to participate in the Offer and shall register during the Promotion Period via <https://www.logitech-promotions.com/> and A) 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) and B) answer the following question “Why are you the best person to win custom sneakers” (“Entry”). Multiple Entries will not be accepted.

Only Participants with an eligible Entry during the Promotion Period will qualify for the Offer.

Entries received after the Promotion 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 August 9, 2021 at 00:01 AM, CET and ends on September 30, 2021 at 11:59 PM, CET (“Promotion Period”).

5. **SELECTION OF WINNER.** A panel of judges consisting of employees of Promoter will select 5 winners (“Winners”) on October 18, 2021 from all eligible Entries received during the Promotion Period. The Winners are selected on the basis of an evaluation and scoring of their response to the question mentioned above “Why are you the best person to win custom sneakers”. The Winners shall be selected among the most funny responses. The Winners will be notified by Logitech. The Winners must respond to such notice within 4 days from receipt. If the Winners cannot be reached at all or in due time, for any reason whatsoever, the Gift will be deemed as undeliverable and will result in forfeiture. Logitech will select an alternate Winner, under these same terms and conditions.

6. **PRIZE AND PRIZE RESTRICTIONS.** Each Winner will be eligible to receive one pair of customized sneakers (“Gift”) (EUR 399.- per pair of sneakers). A total of 5 sneakers will be awarded (total EUR 1’197.-).

7. **DELIVERY PERIOD.** Gift will be sent to the postal address provided by Participant between November 1, 2021 and December 31, 2021. Delay in shipment might be expected. Unclaimed, returned or lost Gifts will not be reissued to Participant. The information provided in Participant’s Entry will be used to send the Gift.

8. **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.

9. **GENERAL CONDITIONS.** No substitution, transfer or replacement of the Gift and the Qualifying Device. Any taxes and any duties on the Gift 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.

**10. 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>.

**11. 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.

**12. 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.

**13. LIMITATION OF LIABILITY.** PROMOTER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE OFFER 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.