

Logitech Headset Demonstration/Product Loan Terms and Conditions

These Terms and Conditions (“**Terms**”) apply to the 2024 Logitech Headset Demonstration/Product Loan Campaign in Germany, Switzerland and Austria (“**Campaign**”). By participating in the Campaign, the participant entity agrees to be bound by these Terms. These Terms represent an agreement between the participating customer entity (“**Participant**”) and Logitech Europe S.A., EPFL – Quartier de l’Innovation, Daniel Borel Innovation Center, 1015 Lausanne, Switzerland (“**Logitech**”).

WHAT IS INCLUDED IN THE CAMPAIGN?

Eligible Participants shall be entitled to receive one (1) sample Logitech headset from the range published [here](#) from time to time (“**Product**”) for the purposes of the Participant evaluating and trialling the Product for future internal use (“**Purpose**”), such sampling to be for a limited period of thirteen (13) weeks commencing on the date of shipment of the Product by Logitech, or such longer period as Logitech may agree to in its discretion (“**Term**”).

Subject to these Terms, Logitech grants the Participant a non-exclusive, non-transferable, revocable right to examine and use the Product during the Term for the Purpose set forth above. The Product may not be distributed, sub-licensed, transferred or sold by Participant.

The Product must be used at all times according with the Product instructions and applicable laws. The Participant is required to exercise reasonable care and follow all recommended maintenance requirements related to the Product.

The Campaign is limited to one (1) sample Product per Participant entity. Products may be new or refurbished. The Campaign is a limited offer while stocks last. If any component of the Product received is not in working condition, Participant must promptly notify Logitech to request a replacement unit and return the defective component.

WHO IS ELIGIBLE TO PARTICIPATE?

Subject to the conditions of this section, the Campaign is open to Logitech end customer entities in Germany, Switzerland or Austria with a workforce comprising of at least 200 users of headsets in the course of their work activities with the Participant.

The Campaign is not open to Logitech distributors, partners or resellers or to Government, Federal or State bodies or agencies.

Logitech reserves the right to reject any application for participation in the Campaign based on the Terms herein or otherwise in its discretion.

HOW DO WE PARTICIPATE?

Eligible Participants can request participation in the Campaign by enrolling at the Campaign website [here](#).

Participant is responsible for any customs fees and import taxes associated with receiving the Product and in returning it to Logitech at the end of the Term.

Participant shall provide feedback that allows Logitech to further assess the Product.

WHAT HAPPENS AT THE END OF THE CAMPAIGN TERM?

At the conclusion of the Term, Participant is required to return the complete Product (including all original packaging, manuals, inserts, accessories and cables) at its own cost and risk in the same working and physical condition as it was at the time of receipt by Participant, except for normal wear and tear, to Logitech using the return method specified by Logitech. Product must be returned within seven (7) days of the end of the Term.

Incomplete or late returns or damaged Products may incur a fee equivalent to the current recommended retail price of the Product.

The Participant is solely responsible for ensuring Participant credentials and system information (if any) is completely removed before Product before it is returned to Logitech. Logitech shall bear no responsibility for any data or confidential information which Participant has not cleansed/deleted from the Product prior to its return to Logitech.

OTHER TERMS

Participant may not assign its rights under these Terms.

Breach of these Terms may result in disqualification of the Participant from the Campaign and termination of the Term.

All title, interest and ownership and intellectual property rights in and to the Product, including documentation and any improvements, modifications and enhancements, if any, provided by Logitech, are and shall remain vested in Logitech. Except for those right expressly granted in these Terms, no other rights are granted, either express or implied, to Participant. The Product remains the property of Logitech at all times. There is no automatic right to purchase the Product or extend the Term.

THE PRODUCT IS PROVIDED FOR THE PURPOSE DESCRIBED HEREIN. THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LOGITECH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. LOGITECH DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET PARTICIPANT'S REQUIREMENTS.

PARTICIPANT ACKNOWLEDGES THAT ITS PARTICIPATION IN THE CAMPAIGN IS VOLUNTARY. TO THE MAXIMUM EXTEND PERMITTED BY LAW, IN NO EVENT WILL LOGITECH HAVE ANY LIABILITY OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S USE OF THE PRODUCT.

LOGITECH WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Logitech may terminate the agreement herein and the Term with or without cause upon five (5) days' notice to Participant. Upon the effective date of termination, all rights granted to Participant hereunder shall cease and Participant shall promptly return the Product to Logitech in accordance with instructions provided by Logitech and the requirements of these Terms.

Participant acknowledges and agrees that Logitech is subject to regulation by US agencies and other governments, which prohibits export of certain products and of technical information to certain countries. Participant warrants that it will not export, re-export, either directly or indirectly, any Logitech products, services and/or technical information in violation of any applicable laws or regulations. Failure to comply with the foregoing obligations may result in termination of the agreement herein and the Term.

Participant represents and warrants that, in performing its obligations hereunder and participating in the Campaign, it shall comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with the agreement herein, including but not limited to, laws, orders and regulations pertaining to imports, exports, environmental laws, any applicable laws against bribery and corruption, including the U.K. Bribery Act of 2010 and the United States Foreign Corrupt Practices Act, and laws pertaining to the use of forced labor, prison labor, or child labor. Participant will furnish to Logitech any information required to enable Logitech to comply with applicable laws, orders and regulations related to these Terms and the Campaign.

Logitech reserves the right to update and/or modify these Terms from time to time in its discretion by publication of the updated version of the terms and conditions.

The English language version of these Terms shall prevail over any conflicting translated version of the terms and conditions herein which may be provided to Participants.

These Terms and the Campaign will be governed by the laws of Switzerland without reference to conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply. The parties agree to the exclusive jurisdiction of the Courts of Canton Vaud, Switzerland at the registered seat of Logitech Europe S.A.

Logitech's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

These Terms are the entire agreement between the parties relating to its subject matter.