

## Try Before You Buy Program

**Overview:** The Try Before You Buy Promotion (“Promotion”) is an offer that allows Eligible Participants (defined below) to try Plantronics Eligible Products (defined below) before buying.

**Eligible Participants:**

- Eligibility will be determined by Plantronics in its sole discretion.
- Eligible Participants are limited to Companies located in Australia, China (mainland), Hong Kong, India, Indonesia, Japan, Malaysia, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand, or Vietnam.
- The Company or its Affiliate must never have registered or purchased any Plantronics products previously from any Plantronics partners with exception of net new opportunities for new products
- The net new opportunities can be defined as an existing customer who have new deployments.
- The products which can be defined as new products are products that have officially announced within 6 months.
- For net new opportunity customers, they are eligible for application of Plantronics new products.
- Plantronics distributors, resellers and channel partners are not eligible to participate in this Promotion.
- Individuals are not eligible to participate in this Promotion (Min. 30 seats).

**Promotion Period:** Limited time offer, ends 31<sup>st</sup> December 2019

**Eligible Products:** Blackwire, Calisto, Savi, Voyager, CS and/or EncorePro product families

**Program Terms:** During the Promotion Period, Eligible Participants may receive Eligible Products for evaluation purposes as follows:

- For 30 to 50 seats, up to two (2) Eligible Products;
- For 51 to 100 seats, up to three (3) Eligible Products; and
- Over 100 seats, up to five (5) Eligible Products.

Please see [ <https://www.plantronics.com/in/en/offers/try-before-you-buy> ] for information regarding how to place your Try Before You Buy order. Please allow at least two (2) weeks for delivery of the Eligible Products. Orders will be fulfilled by partners of Plantronics.

If determined to be eligible by Plantronics to participate in this Promotion, you agree that your participation will be governed by the Plantronics Promotions Terms and Conditions available at

[ <https://www.plantronics.com/in/en/offers/try-before-you-buy/terms-and-conditions> ] (the “Terms”). In addition to the Terms, by participating in the Promotion, you agree that:

- Eligible Products must be requested during the Promotion Period.
- Offer limited to one request for Eligible Products per Eligible Participant (including its Affiliates, as defined in the Terms).
- This Promotion cannot be combined or cumulated with any other Plantronics end user offers, promotions, campaigns, or sales programs.
- The Plantronics company offering this Promotion may vary depending upon region.
- Plantronics reserves the right to revise or cancel this Promotion at any time, for any reason without further notice.
- This Promotion is subject to applicable laws and regulations and void where prohibited.

## PLANTRONICS PROMOTION TERMS

By participating in a Plantronics Promotion (“Promotion”) referencing these terms (including any documents referenced herein, the “Terms”), the company or individual participating in the Promotion (including any Affiliates, “you”, or “your”) agrees to be bound by these Terms. Unless otherwise specified in the Promotion, “Plantronics” means Plantronics, Inc., a Delaware corporation, if you are located in the US, and Plantronics B.V., a Netherlands company, if you are located anywhere else in the world. An “Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, another entity.

1. **ELIGIBILITY.** Your eligibility and participation in a Promotion are subject to the sole discretion and approval of Plantronics. All Promotions are non-exclusive. These Terms govern your participation in a Promotion associated with products or services offered by Plantronics and Plantronics Affiliates (“Products”). This is a limited time offer and the offer is valid as long as supplies last.
2. **PROMOTION REQUIREMENTS.** This offer is subject to you meeting these Terms and the Promotion conditions including any data reporting requirements.
3. **IMAGES, LOGOS, TRADEMARKS & INTELLECTUAL PROPERTY.** “Intellectual Property” means any computer program, algorithms, know-how, hardware and/or software configurations, inventions, documentation, translations, text and other works of authorship, data, databases, information, designs, utility models, symbols, images, logos, marks, names, procedures, processes, technical improvements and any other intangibles. You will use Plantronics Intellectual Property only as permitted by the Promotion and the Plantronics Co-Branding Guidelines found at [www.plantronics.com/partners](http://www.plantronics.com/partners). You agree that any trademarks, service marks, trade or company names, product and service identifications, internet domains/internet addresses, website designs, logos, artwork and other symbols and devices associated with Plantronics, Plantronics Affiliates, and Plantronics’s products and services (the “Plantronics Marks”), as well as any Plantronics owned images, are and shall remain the property of Plantronics or the appropriate Plantronics Affiliate. You acknowledge that any provided images and artwork of Plantronics Products or services are copyrighted by Plantronics or Plantronics Affiliates and you will not alter these images or use them outside of the context in which they were provided to you. All goodwill arising from your use of the Plantronics Marks shall inure solely to the benefit of Plantronics. At the request of Plantronics, you will delete and revise any marketing collateral that is incorrect, misleading, or inaccurate.
4. **PROMOTION ADMINISTRATION.** You will maintain legible, accurate and complete books and records regarding your participation in the Promotion. Upon Plantronics’s request, you will cooperate with and assist Plantronics with any audit, review, or investigation relating to a Promotion. Plantronics may deny any claim for a Promotion that it believes, in its sole discretion, does not conform to the Terms. All decisions made by Plantronics are final. This Promotion cannot be combined or cumulated with any other Plantronics end user offers, promotions, campaigns, or sales programs. All data and information required to be submitted to Plantronics in connection with the Promotion must be in the form required by Plantronics. Certain Promotions may require Partners to provide an offer code when submitting orders or claims.
5. **TAXES.** You are responsible for all applicable foreign, federal, state, or local taxes, fees, fines, penalties and other similar governmental charges, collected or incurred relating to a Promotion, excluding any taxes based on Plantronics’ net income. Plantronics may elect to pay applicable taxes on certain amounts paid through Promotions. Plantronics and you agree to cooperate to qualify for the benefits of any applicable treaty for the avoidance of double taxation and to provide to each other relevant documentation for same.
6. **PRIVACY POLICY.** Information collected by Plantronics will be treated in accordance with the Plantronics Privacy Policy available at [www.plantronics.com/privacy](http://www.plantronics.com/privacy) or the equivalent “Privacy Policy” relevant to your country, available at [www.plantronics.com](http://www.plantronics.com). You represent that you have permission from all of the applicable individuals to use and disclose any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable laws, including but not limited to your employees’ names and contact information.
7. **COMPLIANCE.** You are responsible for your own compliance with laws, regulations and other legal requirements applicable to the conduct of your business. The Products, including any third party software, licensed or sold as part of the Promotion, and the transactions contemplated by the Promotion, which may include technology and software, are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured or received. Further, under U.S. law, the Products shipped under this Agreement may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. you acknowledge that it is your responsibility to comply with and abide by those laws and regulations, and that any third party that you route Product to directly has also been made aware of the associated export controls. You will comply strictly with anti-bribery laws applicable in any jurisdiction where you do business and with the United States Foreign Corrupt Practices Act, 15 U.S.C. sec. 78dd-1 *et seq.*, UK Bribery Act, and any similar local laws. You certify that you have not offered to pay or authorized any third party to pay or give, and does not and will not offer to pay or authorize any third party to pay or give, any money or any other thing of value, directly or indirectly to any government official or employee; any political party or official or employee thereof; or any candidate for political office, in order to obtain or retain any business, or secure any improper advantage. You acknowledge that breach of this section is grounds for Plantronics’ immediate termination from your participation in the Promotion.
8. **WARRANTY DISCLAIMER.** PLANTRONICS MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROMOTION (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED UNDER THE PROMOTION), EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY, RIGHT OR REMEDY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. YOU UNDERSTAND THAT THE PROMOTION DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS. ALL PLANTRONICS INFORMATION IS PROVIDED “AS IS”.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Plantronics, Plantronics Affiliates, and their respective successors and assigns from any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from your violation of applicable laws or regulations.
10. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PROMOTION IS STRICTLY VOLUNTARY. PLANTRONICS SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES ARISING FROM, OUT OF, OR RELATING TO THE PROMOTION. IN NO EVENT SHALL PLANTRONICS BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL PLANTRONICS’S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THE PROMOTION OR THIS AGREEMENT EXCEED \$500.00 (U.S. DOLLARS). NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. **TERMINATION.** Plantronics, in its sole discretion, may terminate the Promotion in whole or in part, for all participants, or for you alone, without cause, at any time.
12. **MISCELLANEOUS.**
  - 12.1 **Assignment.** You may not assign your rights under the Promotion.
  - 12.2 **Independent Contractors.** You and Plantronics are independent contractors and shall have no authority to bind the other.
  - 12.3 **Force Majeure.** Except for payment obligations, neither party will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to reasonably unforeseeable circumstances beyond that party's reasonable control.
  - 12.4 **Dispute Resolution.** If the parties are unable to resolve any claim, controversy or dispute arising from, out of, or relating to the Promotion or this Agreement ("Dispute") following notice of the Dispute to the other party, the parties may pursue all courses of action available at law or in equity in their sole discretion. Any Dispute arising from, out of, or relating to the Promotion will be governed as follows: (a) *if you are located in the United States, Canada, Mexico, Central, and South America:* all questions pertaining to the validity and interpretation of these Terms shall be determined in accordance with the laws of the State of California, without regard to its conflicts of laws principles, and you consent to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California, and the Superior and Municipal Courts of the State of California, Santa Clara County, in any litigation arising out of or in connection with the Agreement; and (b) *if you are located in the European Union, Africa, Asia, and any other country or region not identified in the foregoing subsection (a):* all questions pertaining to the validity and interpretation of these Terms shall be determined in accordance with the laws of the Netherlands, without regard to its conflicts of laws principles, and you agree that proceedings commenced under this Agreement will be settled by a competent court in Amsterdam, the Netherlands.
  - 12.5 **Prevailing Party.** In any action hereunder, the prevailing party shall be entitled to reimbursement of all of its costs and expenses.
  - 12.6 **Modifications.** Plantronics reserves the right to modify the Promotion, including, without limitation, eligibility requirements, Promotion benefits (including any discounts and pricing), at any time without prior notice. Your continued participation in the Promotion will constitute your binding acceptance of the changes and your consideration supporting any such modification.
  - 12.7 **Severability.** If any provision herein is void or unenforceable, you agree to delete such provision and agree that the remainder of the Agreement will continue to be in effect.
  - 12.8 **English Language.** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only, provided that a translation in local languages may be provided for reference purposes only.

[May 25, 2018]