



## POLY SALES PROMOTION TERMS

By participating in a Poly Promotion (“Promotion”) referencing these terms (including any documents referenced herein, the “Terms”), the company participating in the Promotion (including any Affiliates, “you”, “your,” or “Participant”) agrees to be bound by these Terms. Unless otherwise specified in the Promotion, “Poly” means Plantronics, Inc., a Delaware corporation, if you are located in the Americas; Plantronics B.V., a Netherlands company, if you are located in European Economic Area (EEA), the United Kingdom, Switzerland, the Middle East or Africa; or Polycom Asia Pacific Pte Ltd, a Singapore company, if you are located in Asia, India, ANZ, or Oceania. 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 Poly. All Promotions are nonexclusive. These Terms govern your participation in a Promotion associated with products or services offered by Poly and Poly Affiliates (“Products”). This is a limited time offer and the offer is valid as long as supplies last. Unless otherwise specifically provided, individuals are not permitted to participate in Promotions.
- 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 Poly Intellectual Property only as permitted by the Promotion and the Poly Co-Branding Guidelines found at [www.Poly.com/partners](http://www.Poly.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 Poly, Poly Affiliates, and Poly’s products and services (the “Poly Marks”), as well as any Poly owned images, are and shall remain the property of Poly or the appropriate Poly Affiliate. You acknowledge that any provided images and artwork of Poly Products or services are copyrighted by Poly or Poly 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 Poly Marks shall inure solely to the benefit of Poly. At the request of Poly, 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 Poly’s request, you will cooperate with and assist Poly with any audit, review, or investigation relating to a Promotion. Poly may deny any claim for a Promotion that it believes, in its sole discretion, does not conform to the Terms. All decisions made by Poly are final. Unless specifically set forth in the Terms in writing, this Promotion cannot be combined or cumulated with any other Poly end user offers, promotions, campaigns, or sales programs. All data and information required to be submitted to Poly in connection with the Promotion must be in the form required by Poly. 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 Poly’ net income. Poly may elect to pay applicable taxes on certain amounts paid through Promotions. Poly 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 Poly will be treated in accordance with the Poly Privacy Policy available at [www.Poly.com/privacy](http://www.Poly.com/privacy) or the equivalent “Privacy Policy” relevant to your country, available at [www.Poly.com](http://www.Poly.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 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 antibribery 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 Poly’ immediate termination from your participation in the Promotion.
- 8. WARRANTY DISCLAIMER.** POLY 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 NONINFRINGEMENT, 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 POLY INFORMATION IS PROVIDED “AS IS”.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Poly, Poly 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. POLY 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 POLY BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL POLY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THE PROMOTION OR THESE TERMS EXCEED \$500.00 (U.S. DOLLARS). NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
11. **TERMINATION.** Poly, 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 Poly 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 these Terms ("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 Terms; (b) *if you are located in the EEA, the United Kingdom, Switzerland, the Middle East or Africa* all questions pertaining to the validity and interpretation of these Terms shall be determined in accordance with the laws of Ireland, without regard to its conflicts of laws principles; and (c) *if you are located in Asia, India, ANZ, Oceania, or any other country not included as part of (a) or (b),* all questions pertaining to the validity and interpretation of these Terms shall be determined in accordance with the laws of the laws of Singapore and the venue in which disputes will be heard will be Singapore.
- 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.** Poly 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 these Terms will continue to be in effect.
- 12.8 **Order of Precedence.** Any inconsistency in any documents relating to the Promotion shall be resolved by giving precedence in the following order: (a) your master sales agreement with Poly, if you have one; (b) these Poly Sales Promotion Terms; and (c) other summaries of the Promotion made available to Participants, web copy, documents, exhibits, and abbreviated rules which are issued in connection with the Promotion.
- 12.9 **English Language.** The parties confirm that it is their wish that these Terms, as well as other documents relating to these Terms, 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.

[June 16, 2019]