

JAYBIRD RUN XT FEBRUARY 2019 PROMOTION
OFFICIAL RULES AND TERMS & CONDITIONS
Promotional Period: Thursday 7th February 2019 to Thursday 14th February 2019

1. Information on how to enter and prizes form part of these Terms and Conditions. Entry into this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Logitech Australia Computer Peripherals Pty Limited (ABN 21 069 691 989) of The Woolstores Alexandria, Shed 72, Suite 2.01A, 4F Huntley Street, Alexandria, NSW 2015 (the "Promoter").
3. The information provided will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter.
4. Entries are open only to legal residents of Australia and New Zealand who are at least 18 years of age (the "Entrants"). Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. The Promotion begins on Thursday 7th February 2019 at 12PM AEDT and ends on Thursday 14th February 2019 at 11:59PM AEDT ("Promotional Period").

There will be one potential winner, subject to final verification by the Promoter, the winner may be eligible to win and receive as the prize listed below. Selection is subject to availability.

Prizes:	RRP (AUD)	Total number awarded	Total RRP (AUD)
1 x Jaybird RUN XT	\$279.95	1	\$279.95
TOTAL PRIZE VALUE			\$279.95

The suggested retail price for the prizes to be awarded during the promotion: AUD \$279.95 (exclusive of applicable GST.)

6. To participate, you will need to own a Facebook (www.facebook.com) account (additional terms and conditions apply). Entrants can join the Promotion by visiting www.facebook.com/JaybirdSportANZ. Entrants may enter this Promotion during the Promotional Period (defined below) by: visiting the Promoter's Facebook page at www.facebook.com/JaybirdSportANZ and following the links to the entry page to submit an answer and all the requested details via a Facebook Post. Each entry must be unique and received by the Promoter prior to the Promotion Closing Dates and time. By submitting an entry into this Promotion, Entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
7. All Entrants must submit ONLY their own original answers. Any such answers cannot be previously published in any forum worldwide. When an Entrant enters any materials via the Promotion including providing answers to the promotional questions and comments ("Content"), the Content becomes the property of the Promoter. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation are reserved. As a condition of entering this Promotion, each Entrant agrees to assign all of their rights, titles and interests (including without limitation to copyrights) in and to their entry to the Promoter. Each Entrant warrants to the Promoter that each entry submitted is an original literary work of the Entrant that does not infringe the rights of any third party. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968. Entrants agree that they are fully responsible for the

Content they have submitted. The Promoter shall not be liable in any way for such Content to the full extent permitted by law.

8. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at www.facebook.com. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the Promotion. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook.
9. Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of the above terms, including all costs and claims by third parties arising from a breach of the above warranties.
10. In the event of any question or difference of view regarding compliance with, interpretation, or application of the requirements of the Content or other provisions of these Terms and Conditions, the Promoter reserves the exclusive right to resolve such questions or differences of view in its sole discretion.
11. Only entries received within the Promotional Period will be eligible for a prize.
12. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. If for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then that prize (or that element of that prize) will be forfeited.
14. Prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. In addition, in participating in the Promotion, the winner agree to participate and co-operate as required in all editorial activities relating to the Promotion, including but not limited to being interviewed and photographed. The winner (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner (and their companions) will not be entitled to any fee for such use.
16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) to modify the terms and conditions of the Promotion; suspend, terminate or cancel the Promotion, as appropriate.
17. Prize winner are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or an Entrant; or (f) use of a prize.
19. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the Promotion or the publication of any material, including any statements made by any compere, staff member, journalist, other Entrants or any other person; any injury or damage to Entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
20. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant including disclosing personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to the Australian regulatory authorities such as the regulators of trade promotions. The Promoter will otherwise handle Australia's residents' personal information in accordance with its Privacy Policy available at <http://www.logitech.com/en-au/footer/privacy>. You may request access or to update your personal information to The Privacy Officer, Logitech Australia Computer Peripherals Pty Ltd. (ABN 21 069 691 989) of The Woolstores Alexandria, Shed 72, Suite 2.01A, 4F Huntley Street, Alexandria, NSW 2015.
21. Winner will be notified by a Facebook post or comment or direct message within three days of his/her win to confirm the prizes' delivery details.
22. Only one entry per person per Facebook Post will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.
23. The Promotion is a Game of Skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality, literary and creative merit of the answer provided to the promotional question.
24. The winners will be the best valid entries as judged by the judging panel, having regard to skill, creativity and originality, at the premises of UMM Communications Pty Limited at 603 Elizabeth Street Redfern NSW 2016 during the Promotional Period. The Promoter may select additional entries to be used as replacements in the event that the first Entrant chosen as a winner cannot satisfy these Terms and Conditions.
25. If any prize (or part of any prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or that part of that prize) with a prize to the equal or greater value and/or specification, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the terms and conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
26. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver Prize to the addresses provided by Entrants. The Promoter cannot guarantee that any prize returned to the Promoter due to non-delivery at the provided address will be re-sent to the winner.
27. As a condition of accepting a prize, the Promoter reserves the right to request each winner to sign a winner's deed of release, indemnity form or any other relevant forms or agreements that the Promoter

deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will be deemed to have forfeited the prize in whole and no substitute will be offered. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, to determine the identity of the Entrant.

28. The Promoter reserves the right to rejudge in the event of an Entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
29. The judges' decision in relation to any aspect of the Promotion is final and binding on each Entrant who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prize is subject to availability, not transferable or exchangeable and, with the exception of cash Prize, cannot be taken as cash. Prize will be sent to the winner's nominated address as stated in their original entry (if applicable) and the Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prize damaged or lost in transit.
30. By entering the Promotion, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.