## BENQ ZOWIE MOUSE FITTING KIT PROGRAM - TERMS AND CONDITIONS

BenQ America Corp. ("BenQ") has designed the BenQ ZOWIE Mouse Fitting Kit Program ("Program") to provide you with the opportunity to test out our wide variety of mice. At ZOWIE, we strive to develop products for gamers to compete at the highest level. We believe the deciding factor in choosing a gaming mouse is based on shape and size. Each ZOWIE mouse design has been developed with comfort in mind and with feedback from serious gamers. Whether you prefer palm or claw grip, ergonomic or a symmetrical design, we hope you find the shape that is unique to you.

To participate in the Program please complete the information below, which includes your authorization to place a \$250 credit hold on your credit card.

Card information (Debit or Credit):  Name on Card:	The Mouse Fitting Kit contains: *10 x Mice Models: EC1, EC2, FK1+, FK1, FK2 ZA11, ZA12, ZA13, S1, & S2 *1 x Mouse Pad *Version varies between each package Ship to	
Billing Address: Street and Apt	Address: Street and Apt.	
City:	City:	
State:Zip:	State:Zip:	

## By participating in the Program you agree to these Terms and Conditions:

- 1. The Kit is being provided to you on a loan basis for a 2 week "Trial Period". You agree to participate in our survey questionnaire to be completed on or before the end of the Trial. The Kit value is \$500.00.
- 2. If any of the Kit items you receive is damaged, please contact us within 48 hours from receipt via email: <a href="Mousefitting.BQA@BenQ.com">Mousefitting.BQA@BenQ.com</a> for return instructions. If you do not contact us as requested, the Kit items will be deemed to have arrived undamaged.
- 3. Once the Kit is delivered, you will be responsible for the care and safekeeping of the items as well as for any damage, loss or theft until you return them to us. If any of the aforementioned incidents occur, you authorize us to charge (as applicable): (i) \$ 45 x number of mice, (ii) \$10 for the mouse pad, plus any applicable tax against the credit hold.
- 4. Unless otherwise stated, the products will be certified refurbished.
- 5. The Program is limited to the purchase of one (1) mouse per kit for \$45 + applicable tax against the credit hold.
- 6. The mice that you choose not to purchase must be returned to us within 7 days from the end of the Trial Period, as well as the mouse pad. A shipping return label will be included in a clear pouch on the original brown package. You must return the products you do not purchase in the same condition in which they were delivered, less any normal wear and tear, in their original box with all their original content.
- 7. If you opt for not making a purchase, upon receipt and inspection of the mice, and mouse pad to ensure the above criteria is met, we will void the credit hold.
- 8. Mice under this Program have a manufacturer's ninety (90) days limited warranty that becomes effective on the purchase date. Please hold onto the receipt after purchase, you will need it to claim warranty services.
- 9. If any of the items is not returned to us within the 7 days from the end of the trial period it will be deemed sold and you authorize us to charge against the credit hold (as applicable): (i) \$45 x number of mice, (ii) \$10 for the mouse pad, plus any applicable tax. Any amount not covered by the credit hold will be charged to the credit card provided. Any credit hold balance will be released once all products (less any purchased or charged) are received and inspected.
- 10. You may not assign or transfer any rights or obligations hereunder without our prior written consent.
- 11. You agree not to copy, alter, modify, disassemble, reverse engineer or decompile the mice or any incorporated software, firmware or components.
- 12. Miscellaneous. (i) These T&Cs are the full agreement between you and BenQ regarding the Program, which may be changed at any time by BenQ and are governed by California law excluding any conflict of laws provision. You agree that any dispute related to the Program will be brought in the courts located in Orange County, California. (ii) For customer service please contact Mousefitting.BQA@BenQ.com

<u>Acknowledgment</u>. By signing below you affirm (i) to be over 18 years of age at the time you sign this Agreement; (ii) that the credit card you are providing is yours or you are authorized to use such credit card for this purpose; and (iii) that you have read, understood and accepted these Terms and Conditions and are agreeing to be legally bound by them.

By (Signature):_	_ Date	
Name:		