

RingCentral Bowers & Wilkins Promotion Terms and Conditions

These terms and conditions (the “**Promotion Terms**”) apply to the RingCentral Bowers & Wilkins Headphone Offer Promotion (the “**Promotion**”) being run and administered by RingCentral UK Ltd of 25 Canada Square, Level 37, London, England, E14 5LQ (“**Promoter**”).

A. Eligibility

1. No purchase or payment of any kind necessary to participate. Your participation in the Promotion does not directly or indirectly require you to form any commercial relationship with Promoter or its affiliates.
2. To be eligible to participate in the Promotion, you (“**Participant**”) must:
 - i. be a current employee (and must remain an employee until the Closing Date) of a prospective client of Promoter (“**Prospect**”);
 - ii. have been invited specifically by Promoter to participate in the Promotion; and
 - iii. duly authorised to enter into this Promotion on behalf of your employer and to disclose the information required at paragraph B(1)(iii) below.
3. Promoter reserves the right to determine whether or not any company is a Prospect of Promoter in its sole discretion.
4. This Promotion is not open to the general public.
5. You must be a legal resident of the United Kingdom to be eligible to participate in the Promotion.
6. Your qualification for the Promotion is subject to your acceptance of, and compliance with, these Promotion Terms, and any terms contained in applicable promotional material.

B. Qualification

1. In order to qualify for the Promotion, you must follow the qualification process set out below, in the order set out below, or otherwise indicated in any promotional material:
 - i. you must request a two (2) hour ‘Cloud Migration Strategy Session’ through go.ringcentral.com/pbx-cld (the “**Promotion Website**”) or by email: pbxclid@ringcentral.com;
 - ii. you must attend the two (2) hour Cloud Migration Strategy Session at the time and date requested by Promoter;
 - iii. during such Cloud Migration Strategy Session you must provide all information requested by RingCentral to perform its analysis (including information relating to your employer’s current local & long-distance telecom charges, toll-free charges, international charges, Web & video Conferencing charges, etc.); and
 - iv. you must meet with a RingCentral representative in-person at a location, time and date reasonably requested by Promoter, to review the results of the analysis.
2. The Promotion commences on 2 January 2019 (the “**Opening Date**”). You will not qualify for the promotion before the Opening Date.
3. The Promotion ceases on the earlier of: (i) 31 December 2019; or (ii) the date on which stocks of Reward A are depleted (the “**Closing Date**”). You will not qualify for the Promotion after the Closing Date.
4. You will not qualify for the Promotion unless you have, prior to participating in the Promotion:

- i. disclosed a full description of the Rewards, the fact that you will receive a Reward as a result of qualifying for the Promotion, and the value of the Rewards to your employer in the manner and form stipulated by your employer's applicable internal policies, including (but not limited to) policies relating to the disclosure of prizes and corporate gifts, anti-bribery and corruption, your employer's internal code of conduct, and any other applicable internal policy (together, the "**Applicable Policies**"); and
 - ii. complied with all applicable provisions of all Applicable Policies, laws and regulations in participating in the Promotion.
5. Each Participant may only qualify for the Promotion once.
6. Each Prospect may only qualify for the Promotion once. If you are an employee of a Prospect, and another employee of that Prospect has already qualified for the Promotion, you will not qualify for the Promotion.
7. Promoter reserves the right at its absolute discretion to disqualify Participants or Prospects that do not comply with these Promotion Terms or the spirit thereof or any Participant or Prospect who it reasonably believes has interfered or tried to interfere with the fair running of the Promotion.
8. Promoter reserves the right to verify the identity and employment status any Participant and all relevant related parties prior to allocating a Reward.

C. Rewards

1. If you qualify for the Promotion, you will be entitled to receive one of the two rewards set out below on behalf of your employer, at your discretion:
 - i. one of thirty (30) Bowers & Wilkins headphones of a retail value up to GBP £329.00 ("**Reward A**"); or
 - ii. a donation of GBP £329.00 made in your name to a charity of your choice between 'Alzheimer's Society' or 'Reading Matters' ("**Reward B**"),each a "**Reward**" and together, the "**Rewards**".
2. Once you have qualified for the Promotion, Promoter will ask whether you wish to receive Reward A or Reward B on behalf of your employer. Promoter will only provide a Reward if you respond to this query from Promoter in the manner and form set out by the Promoter in such query.
3. The Rewards are awarded on a first-come-first-served basis. Once the number of Reward A rewards have been redeemed, the Promotion will cease and you will no longer be able to receive a Reward.
4. If the Participant elects to receive Reward B, it shall notify Promoter as soon as possible with the full details of the charity to which the donation should be made.
5. Participants and Prospects (as applicable) will be exclusively responsible for any potential taxes due as a result of being awarded a Reward.
6. Each Participant hereby acknowledges and agrees that all Rewards are awarded for the benefit of Prospects and not Participants.
7. Each Participant hereby undertakes and represents that it will comply with all applicable provisions of all Applicable Policies, laws and regulations before, during and after receipt of a Reward.
8. Reward A is subject to availability and Promoter reserves the right to substitute Reward A for another reward of equivalent or greater value at its sole discretion should stocks of Reward A

become depleted or unavailable for any reason. To the fullest extent permitted by applicable law, the Rewards will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

9. Rewards are non-negotiable, may not be exchanged for any cash or other alternative, are not transferable, divisible, permitted to be sold or resold, or offered for sale by recipients and are not for use in conjunction with any other promotion or offer. Rewards cannot be replaced or refunded in the event of loss, theft or missed opportunity.
10. In the event of war, terrorism, state of emergency or disaster, Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend or modify a Reward.
11. RingCentral UK Ltd is not affiliated with or endorsed by Bowers & Wilkins.

D. Privacy and Marketing

1. You agree that, by participating in the Promotion, Promoter may use your name, email address, telephone number, employer details, and any feedback that you provide to Promoter during the Cloud Migration Strategy Session and in-person analysis meeting in any manner and in any medium for Promoter's marketing purposes without additional compensation, except where prohibited by law.
2. By participating in this Promotion, you agree to the terms of the Promoter Privacy Policy available at the Promotion Website. Without limiting the provisions of the Promoter Privacy Policy, you consent to the collection, use and disclosure of your personal data by Promoter and its authorised agents for the purposes of administering the Promotion and, if you receive a Reward, fulfilling the Rewards. You agree to provide Promoter upon request with your work address to enable Promoter to deliver a Reward to you in your capacity as an employee of a Prospect. You may have the opportunity to request to receive future electronic communications from Promoter about its products and services. If you consent to receive such communications, you may unsubscribe at any time. Your personal data may be stored on servers located in the United States of America, the United Kingdom and/or other jurisdictions and may therefore be subject to the laws of such jurisdictions.

E. Release and Liability

1. By participating in a Promotion, each Participant agrees to release, discharge, indemnify and hold harmless Promoter, its parent, subsidiaries, affiliates, related companies, advisors, advertising/promotion agencies, distributors, vendors, and reward suppliers, as well as their directors, officers, and employees (the "**Released Parties**") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to the Participant's participation in the Promotion and/or related to any Reward or component of any Reward.
2. Each Participant agrees (for himself or herself and his or her heirs) that, by accepting a Reward on behalf of their employer, to the fullest extent permitted by law, the Released Parties will have no liability, and will be held harmless by the recipient for any liability, loss, injury or damage to property or person, including death, and reasonable legal fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Reward or participation in the Promotion, save that nothing in these Promotion Terms shall be construed to limit or exclude any liability of a Released Party for fraudulent misrepresentation, fraud, death or personal injury caused by a the Released Party's negligence or any other liability to the extent the same may not be excluded or limited as a matter of applicable law.
3. To the fullest extent permitted by law, Promoter excludes all liability for any costs, expenses, loss or damage including indirect, consequential or economic losses arising (whether in contract, tort or otherwise) out of or in connection with your participation in the Promotion, entry into these Promotion Terms or receipt or use or misuse of any Reward.
4. The Promotion is void where prohibited by applicable law.

F. General

1. Your participation and all materials, information and content submitted as part of your participation, with all associated copyright and other proprietary rights, become the property of Promoter upon submission, and you hereby assign to Promoter (by way of present assignment of present and future copyright) all intellectual property rights in and to such materials, information and content for use and exploitation for all purposes by Promoter and its nominees in all media now known or hereafter developed.
2. In the event of exceptional circumstances outside its reasonable control and only where circumstances make this unavoidable, Promoter reserves the right to cancel or amend the Promotion or these Promotion Terms at any stage including doing so only in one or more jurisdictions, but will always endeavour to minimise the effect to entrants in order to avoid undue disappointment.
3. The decisions of Promoter are final and legally binding on all entrants and no correspondence will be entered into with entrants or any other person.
4. No term of these Promotion Terms shall be enforceable by any person who is not a party to them either under the Contracts (Rights of Third Parties) Act 1999 or otherwise, unless such party is an affiliate or group company of Promoter.
5. The Promotion and these Promotion Terms are governed by the laws of England and all entrants agree to submit to the exclusive jurisdiction of the English and Welsh courts.

Sponsor/Promoter: The Promoter of the Promotion is RingCentral UK Ltd of 25 Canada Square, Level 37, London, England, E14 5LQ.