

„D1 Product Testers Wanted“

From 05/11/2015 until 31/01/2016 you can register at www.sennheiser-d1.com to have the chance to become an evolution wireless D1 product tester and receive your personal D1 test set. Be chosen as a tester by Sennheiser, write a review or shoot a test/unboxing video to be released at www.sennheiser-d1.com - and the set is yours to keep.

HOW IT WORKS

(If there is a conflict between the summary and the detailed participation conditions¹, the detailed participation conditions shall control)

Every entrant has the chance to get a free evolution wireless D1 vocal-, instrument-, headmic- or lavalier mic test set when being chosen as a product tester by Sennheiser.

1. Register at www.sennheiser-d1.com
2. Enter your email address and the other necessary information into the form provided on our website (www.sennheiser-d1.com) and confirm that you would like to take part in the test. To do this tick the corresponding tick box.

At this point you can also inform us that you would like to receive information on our products by email in the future.

3. After sending your details to us you will receive an email. Please respond to this as indicated in the email itself to make sure that your entry is activated. Should you not confirm this your details will be deleted and you will be unable to take part.
4. After we have checked that you comply with the entry requirements¹ a jury will choose product testers on a regular basis.
5. A total of 150 product testers on a global basis will be chosen during the run of the initiative (November 5th, 2015 – January 31st, 2016).
6. After receiving your personal test set you have 30 days to send your written review to product-tester@sennheiser.com or to upload your video to your youtube-channel and to send the link to product-tester@sennheiser.com.
7. A written review is a minimum of 100 words long, and contains language in line with cultural norms (no bad language) as well as provides insights that prove that you have tested the devices in a real-life environment.
8. A video is a minimum of 30 seconds long and enables you to choose from a variety of concepts, e.g. unboxing videos, walk-tests, soundcheck... just to name a few.
9. If you decide not to write a review or to make a video but have already received a set, you shall ship the set back using the return delivery form you receive with your set.
10. After your review or video is released at www.sennheiser-d1.com you are the official owner of your test set.

Please read the detailed participation conditions for the test initiative¹.

Best of luck!

¹The terms and condition for participation in the test promotion in detail:

1. Organizer

The test promotion is organized by SENNHEISER electronic GmbH & Co. KG, 30900 Wedemark, Germany (“Organizer”).

2. Eligibility

Persons authorized to participate are all legal adults as defined by the applicable laws at the site of the contest who have their habitual residence or domicile in a member state of the European Union, in Russia, Brazil, South Korea, the Philippines, Singapore, Australia, New Zealand, Switzerland, Hong Kong, Japan, India, Canada, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Dominican Republic, Cuba, Puerto Rico, Haiti, Argentina, Bolivia, Chile, Ecuador, Columbia, Paraguay, Peru, Uruguay, Venezuela or the USA, with the exception of employees of the Organizer, companies connected to the Organizer, or companies commissioned by the Organizer and their affiliates. Furthermore, the acknowledgment of and compliance with these terms and conditions of participation are prerequisites for participation.

3. Process

Step-by-step guide to participation:

- a. We ask you (the Participant) to please read both the terms and conditions of participation and the data privacy statement in full before participating. You must confirm that you have understood them in order to participate and for the Organizer to contact you as a Participant.
- b. The Participant registers at www.sennheiser-d1.com and, in doing so, applies as a product tester for one of the four possible variants of the evolution wireless D1 microphone system: Vocal Set, Instrument Set, Headmic Set, or Lavalier Mic Set, at a value of EUR 699 each.
- c. Only when the participation forms are completely and correctly filled out (that is, they have been provided with all of the required information), and a self-recorded test report or video has been submitted in compliance with the remaining terms and conditions of participation is authorization granted to participate in the product test promotion.
- d. Each Participant is permitted to participate only once.
- e. The Organizer will select product testers from among the Participants within 14 days , based on the registrations provided.
- f. After registering and being selected by the Organizer, the Participant will receive an e-mail from the Organizer, after which the participation must be confirmed. Only then will the Organizer send the evolution wireless D1 test set selected by the approved Participant to that Participant.
- g. The selected Participant will receive the set together with an accompanying letter informing him or her about the next steps, as well as a return delivery note.
- h. The Participant has 30 days to test the product after receiving it. During or after these 30 days, the Participant will create either a test report that is at least 100 words long or a video that is at least 30 seconds long in which the Participant tests, describes or comments on the product.

- i. The Participant will send a written test report to product-tester@sennheiser.com.
- j. By sending this test report, the Participant grants the Organizer the right, which is transferable, exclusive, and revocable only with good cause, to use the report and its related comments and descriptions free of charge – even for advertising purposes – and, in particular, to replicate it, edit it, and make it accessible to the public without restrictions in terms of time and location. The Participant also grants the Organizer the right to delete the report with good cause, especially after the product test promotion is finished or if the Participant violates these terms and conditions of participation.
- k. The Participant will upload his or her test video to YouTube. When you upload the video, please observe the YouTube license conditions. The video must remain available on YouTube until the product test promotion is finished (January 31, 2016).
- l. The Participant will provide the Organizer with the link to a video saved on YouTube by e-mail (product-tester@sennheiser.com) and provide his or her personal data, with which the Organizer can identify and contact him or her.
- m. By providing this link, the Participant grants the Organizer the right, which is transferable, exclusive, and revocable only with just cause, to use the uploaded video together with the sound and its related comments and descriptions free of charge – even for advertising purposes – and, in particular, to replicate it, edit it, and make it accessible to the public without restrictions in terms of time and location. The Participant also grants the Organizer the right to delete the video with good cause, especially after the product test promotion is finished or if the Participant violates these terms and conditions of participation.
- n. Furthermore, the Participant must also ensure that any identifiable persons in the video have permitted the use of their recording and are aware of the terms and conditions of participation, and that no degrading, pejorative or otherwise illegal content is included and/or uploaded. In particular, the video must not contain discriminatory, defamatory, or racist content or content that is harmful to young people or violates good taste and propriety. The Organizer reserves the right to delete the content and/or exclude the Participant from participating if the Participant violates these conditions.
- o. The Participant acknowledges and guarantees that the content that he or she provides is not subject to third-party rights that prevent its proper use by the Organizer. Consequently, the Participant must also ensure that each person involved in creating the content provided is aware of and agrees to the content of these terms and conditions of participation. If the rights of a third party are violated despite the assurance of the Participant, the Participant is liable for all of the damages that may result for the Organizer.
- p. If the Participant decides not to send a written report or a test video during or after the 30-day product test period, then he or she must inform the Organizer of this and use the included return delivery note to return the received test set to the address provided. The Participant cannot/is not permitted to purchase the set or own it without submitting the report or video. The Organizer reserves the right to initiate legal steps if the Participant neglects to return the set.

q. If the Participant returns the evolution wireless D1 test set, the Participant is obligated to return it in full, undamaged, and in its original packaging without any signs of usage.

4. Duration and location of the participation

You can participate online on the www.sennheiser-d1.com website between November 5, 2015 and January 31, 2016.

Procedure for selecting the Participants

The persons authorized to participate are Participants as defined in section 2 that have taken part as described in section 3 within the participation period (section 4).

Data protection

The Organizer and any parties it commissions uses the data stored in the form of names, addresses, and e-mail addresses to perform the product test, to assign the test set for that purpose, and also to notify the Participants.

In addition, the data entered is used to send product information by e-mail if the Participant requested this option during registration.

Please note that when the Participant requests product information, the data entered is forwarded to the Organizer's authorized partner company for the home country selected by the interested Participant in order for this company to contact the Participant and provide product information.

You can view the assigned partner company commissioned by Sennheiser electronic GmbH & Co. KG to provide your requested information here after you select your home country: <http://en-de.sennheiser.com/service-support-contact-service-partner-worldwide>

The data will not be used or disclosed to third parties for any other purpose.

In addition, the Participant agrees to the publication of his/her first name and abbreviated last name and/or selected nickname along with the fact that he/she has been a Participant in the product test promotion.

The Participant can revoke his/her granted consent with future effect at any time by stating this to the Organizer. The Organizer's contact data is available under Item 1.

If the Participant revokes his or her consent for the data to be used for participation in the competition before the end date of the product test promotion (January 31, 2016), then he/she can no longer participate in the product test promotion and must return the received test set to the Organizer.

r. No payments required

Participation in the product test promotion does not require a purchase from, or payment to, the Organizer. Making a purchase or payment has no effect on the chance to be selected as a product tester.

s. Premature termination or discontinuation

The Organizer reserves the right to discontinue or prematurely terminate the product test promotion for good cause. In particular, legal obligations shall be considered good cause.

t. No “exchanges”

The assigned product test set cannot be redeemed as money or exchanged for a different product.

u. Liability

Liability on the part of the Organizer is excluded, unless damages are caused by gross negligence or willful misconduct by the Organizer or a party it has commissioned. The exceptions are in cases of loss of life, damage to health or violation of contractual obligations (“cardinal obligations”), which means any obligations that must be fulfilled in order to achieve the purpose of the contract.

v. Applicable law, severability clause

For any disputes arising from or in connection to the product test promotion described above, the law of the Federal Republic of Germany applies unless it is contrary to the binding law in the domicile of the Participant.

If any of the clauses in this agreement is or becomes invalid, this will not affect the remainder of the agreement.

*For the purpose of clarity, this agreement sometimes uses the male form, but also applies to female Participants.