

HARMAN EDUCATION ALLIANCE

PROGRAM TERMS AND CONDITIONS

IMPORTANT – READ CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU, ON BEHALF OF THE HIGHER EDUCATION INSTITUTION YOU REPRESENT, AND HARMAN PROFESSIONAL, INC. (“HARMAN”) REGARDING PARTICIPATION IN THE HARMAN EDUCATION ALLIANCE PROGRAM (THE “PROGRAM”). BY CLICKING “ACCEPT” YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU WILL NOT BE GIVEN ACCESS TO THE SITE AND MAY NOT PARTICIPATE IN THE PROGRAM. REFERENCES IN THESE TERMS AND CONDITIONS TO “YOU” AND/OR THE “PARTICIPANT” REFER TO THE HIGHER EDUCATION INSTITUTION, OR DEPARTMENT THEREOF, ON WHOSE BEHALF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS.

PARTICIPATION

- Participation in the Program is open only to higher education institutions (i.e., above grade 12), or departments thereof, in those locations where such participation is legal and not prohibited. You hereby represent and warrant to HARMAN that you meet the foregoing conditions for participation in the Program.
- HARMAN makes no representations or warranties, implicit or explicit, as to the laws of your particular jurisdiction or any other representations or warranties about your eligibility to participate in the Program nor shall any of HARMAN’s employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents or retailers have the authority to make any such representations or warranties on HARMAN’s behalf.
- Employees of HARMAN, its licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of the immediate families of each are not eligible to participate in the Program.
- Any participation in the Program is at your sole option, discretion and risk. By participating in the Program, you waive any claim that any aspect of the Program is offensive, objectionable, unfair, misleading or indecent.

- You acknowledge and represent that you are an authorized representative for your higher education institution, including for the purposes of accepting these Terms redeeming Points, and that HARMAN may rely on your communications as being duly authorized by the Participant.
- HARMAN reserves the right in its sole discretion to withhold any shipment of product or services pending verification of the Participant's eligibility; provided that HARMAN is under no obligation to undertake such verification and, if undertaken, such verification will not constitute HARMAN's acknowledgement of eligibility.
- HARMAN will make reasonable commercial efforts avoid errors and mistakes in the calculation of Points earned and redeemed. HARMAN reserves the right to void earnings or redemptions resulting from any obvious error or mistake or any technical failure in the calculation or determination of benefits. You will forfeit any benefits that result from such errors or mistakes or technical failures.
- You acknowledge that HARMAN may at any time transfer, assign, delegate, sublicense and/or pledge any of its rights and obligations under these Terms and Conditions, in whole or in part, to any person without notice. You may not assign, pledge, delegate, sublicense or otherwise transfer in any manner whatsoever any of your rights or obligations under these Terms and Conditions. Any such attempted assignment, pledge, delegation, sublicense or other transfer by you is null and void.

POINTS AND PRODUCT AVAILABILITY

- The description of the Global Education Alliance Program benefits posted on the Education Alliance Portal site, (collectively, the "Description"), is incorporated in these Terms and Conditions by reference; provided that any terms of the Description that would negate or diminish any obligations of the Participant set forth herein are deemed superseded by these Terms and Conditions.
- Points earned by the Participant under the Program ("Points") will be applied to future orders only and will not be available to credit against amounts payable to HARMAN or its distributors for any HARMAN products or services (including Eligible Products) purchased when or before such Points were earned. No Points will be deemed earned or eligible for redemption until they have posted to the Participant's account and the Participant has received a notice of approval.

- The products purchased through an authorized HARMAN channel partner result in the award of Points (“Eligible Products”), and the products that may be purchased through the redemption of Points (“Redeemable Products”), are subject to change from time to time without notice, and Redeemable Products are further subject to availability. The numbers of Points earned on purchases of Eligible Products, and the numbers of Points redeemed upon the purchase of Redeemable Products, are subject to change without notice.
- Approved Program participation events may be assigned values for earning Points but require prior approval on a case-by-case basis.
- In order to earn Points, you must provide proof of purchase for an Eligible Product in a form acceptable to HARMAN for the Eligible Product.
- The value for earning Points is based on 10% of the List Price for the Eligible Products. We reserve the right to change this value and its calculation at any time. . For this purpose, the amount paid will exclude any taxes, shipping, insurance and returns.
- By redeeming any Points, you release HARMAN from any further liability or obligation as to such Points.
- Eligible Products are as specified by Harman from time to time and may vary by region.
- The accumulation of Points will occur during each one-year period beginning January 1st and ending the following December 31st. Points accumulated during each such one-year period will expire one calendar year from the date the Points are approved by HARMAN.
- Each Participant must register its purchases at in the Education Alliance Portal [and](#) provide proof of purchase reasonably acceptable to HARMAN.
- When redeeming Points for products, equipment can be shipped directly to the Participant. Points may only be redeemed against the Redeemable Product purchase price and cannot be credited against any other charges, including shipping, taxes or insurance costs.

- Points assigned to one Participant cannot be transferred to any other persons or entities, including other Participants.
- Installation and programming charges are the responsibility of the Participant and may not be paid through the redemption of Points.

BONUS AND PROMOTION TERMS AND CONDITIONS

- All promotions, bonuses or special offers that are outside the scope of the Program are subject to promotion-specific terms and conditions and any complimentary bonus Points credited to your account must be used in adherence with such terms and conditions. HARMAN reserves the right to withdraw any promotion, bonus or special offer at anytime.
- If HARMAN believes a Participant is abusing or attempting to abuse a bonus or other promotion or any other aspect of the Program, or is likely to benefit through abuse or lack of good faith in the use of Program benefits, then HARMAN may, at its sole discretion, deny, withhold or withdraw any bonus or promotion, or rescind any policy, with respect to that Participant, either temporarily or permanently, terminate the Participant's access to the Site, or dismissal from the Program. In such case, HARMAN shall be under no obligation to refund any Points that may be in the Participant's account.

CHANGES TO TERMS AND CONDITIONS

HARMAN may at any time, and in its sole discretion, modify these Terms and Conditions, including without limitation the Privacy Policy, with or without notice to you. Such modifications will be effective immediately upon posting. You agree to review these Terms and Conditions and associated documentation periodically and that your continued use of this Site following such modifications will indicate you're having read and accepted the modified Terms and Conditions. If you do not agree to any modification, you must immediately end your participation in the Program and stop using the Site.

- All questions or disputes regarding eligibility for participation in the Program, eligibility of Points for accrual and redemption will be resolved by HARMAN at its sole discretion.
- The determination of liability for any federal, state or local taxes (as may be applicable) arising out of the accrual or redemption of Points under the Program shall be Participant's sole responsibility.

- These Terms and Conditions constitute the complete and final expression of the agreement between you and HARMAN about the Program and supersede all prior or contemporaneous, written or oral, agreements or statements by you or HARMAN about the Program. HARMAN disclaims all representations, warranties and conditions, express, implied, written, oral or statutory, about the Program and any Program benefits, including any warranty of merchantability or fitness for a particular purpose, and any warranties otherwise arising from a course of dealing, course of performance or usage of trade.
- In no event will HARMAN, its employees or partners (including other Participants) be liable to you for any direct, incidental, punitive or consequential damages, including loss of data or loss of profits, arising out of the Program or out of any acts or omissions of HARMAN, its employees or partners (including other Participants).
- The construction and enforcement of these Terms and Conditions will be governed by the laws of the State of Texas applicable to contracts entered into and performed entirely within Texas and rules governing conflicts of law shall not apply. Any action to enforce these Terms and Conditions or otherwise related to the Program will be brought exclusively in the state or federal courts located in Dallas County, Texas. Participant hereby irrevocably consents to the jurisdiction of such courts and waive any objection thereto, including that such courts do not have personal or subject matter jurisdiction or represent an inconvenient forum.
- Participant agrees to defend, indemnify and hold harmless HARMAN, its employees, directors and partners (including other Participants) from and against any loss, cost or expense (including reasonable attorneys' fees) incurred by any of them in connection with any demands, claims or other actions arising from your acts and omissions in connection with the Program.