Terms and Conditions for \$5 cashback of C920 Webcam

Thank you for purchasing from the Average Tech Guy (ATG) store (hereinafter referred to as "us", "we", "our")!

This is an agreement between us and any Carousell user who purchases the Logitech C920 HD Webcam from us (hereinafter referred to as "you" or "User", and collectively "Users"). By opting into this cashback program ("Service"), you are deemed to have read, understood and irrevocably agreed to these terms below.

- 1. The mechanics of the cashback program are as follows:
- 1.1 Users purchase a C920 webcam from us, and make payment via DBS PayLah!, Paynow, Bank Transfer, or Carousell Protection (together, "Qualified Payment Methods".)
- 1.2 After the order has been delivered, users will receive an alpha-numerical promotion code ("**Promo Code**", and collectively, "**Promo Codes"**) worth SGD 5.00 for use on his/her next purchase.
- 1.3 On his/her next purchase, the Promo Code will be applied automatically and will be deducted from the user's payment amount.
- 2. The terms of the Promo Codes are as follows:
- 2.1 The promo code is only valid 3 months from the date of receipt of item, delivered by the tracking status on the relevant courier company's website. After which, it will be deemed null and void, without liability to any party.
- 2.2 Promo Codes are non-exchangeable for cash or kind, are non-transferrable. Furthermore, We will not be responsible for any theft of Promo Codes.
- 2.3 Promo Codes are only redeemable with a minimum purchase value of SGD 35.00, before shipping fees.
- 2.4 The Promo Codes may be revoked due to reasons including but not limited to suspicion of fraud, or dishonesty, or any other reason as determined by us at any point, without liability to any party.
- 2.5: Our records of all matters relating to this Service are conclusive and binding. We are entitled, for any reason and at any time, without liability, to suspend the computation or awarding of cashback, to rectify any errors in the computation, or otherwise adjust such computation. Any abuse or fraud in respect of the issuance of cashback may result in the forfeiture of said cashback.
- 3. We are not an agent, employee or subcontractor of Logitech. As such, we will not be responsible for any defects, imperfections, whether cosmetic or functional, arising from your use of the item. Please contact Logitech for troubleshooting or repair.

4. Force Majure

- **4.1:** I shall not be liable if I am unable to perform my obligations under these Terms, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Acts of God, or anything outside the control of myself.
- 5. You agree that you shall indemnify and hold us, our licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with your use of this Service.
- 6. We make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service. We do not represent or warrant that (a) the use of the Service will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, or (d) the quality of any products, services, information or other materials purchased or obtained by you through the Application will meet your requirements or expectations. The Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, including any implied warranty of

merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded to the extent permissible by law.

7. Internet Delays

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

- 8. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise with us.
- 9. If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.
- 10. The failure of us to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.