
Augmented Audio Developers Program Terms And Conditions

Sennheiser is experienced in more than 70 years of development and production of headphones and desires to receive feedback from selected participants regarding a Product called "AMBEO SMART HEADSET" and wants to encourage participants to develop an iOS application using the Product and possibly corresponding with it.

Participant is willing to join the community of users and testers of the "AMBEO Augmented Audio Tool kit" and will give feedback as well as develop the above mentioned app.

To apply to the "Augmented Audio Developers Program" the participant agrees to the following Terms and Conditions:

1. Definition

In regards with these Terms and Conditions the capitalized terms shall have the following meaning:

- a) "App" shall mean an iOS application focusing on Augmented Audio at least at the level of beta release.
- b) "Participant" shall mean any individual person who applies for the "Augmented Audio Developers Program" as defined below by its name and address.
- c) "Selected Participants" shall mean those Participants who will have been selected by Sennheiser to take part in the Program and will therefore receive a free Tool kit in order to give Feedback and develop an App.
- d) "Product" shall mean the new "AMBEO SMART HEADSET" developed and produced by Sennheiser.
- e) "Program" shall mean the "Augmented Audio Developers Program" subject to the Terms and Conditions defined herein.
- f) "Feedback" shall mean the Participant's expressed feedback to the features and usability of the Tool kit. The Feedback shall be provided in text form (via an online survey) and/ or verbally (via phone interview), upon request. Feedback might be including pictures, films, graphics.
- g) "Organizer" of the Program shall be SENNHEISER electronic GmbH & Co. KG, Am Labor 1, 30900 Wedemark, Germany.
- h) "Tool kit" shall include a discount coupon for the Product, Leia 3D audio SDK and API, and, upon request and until supplies last, a headtracker that shall be given to Selected Participants for free.

2. Application to the Program, Procedure of the Program, Terms of the Program:

The Organizer reserves the right to interrupt the Program or to end it prematurely if good and sufficient reason exists for this. In particular, cogent legal reasons shall be deemed a good and sufficient reason to this extent.

Applications for the Program shall be handed in via the Organizer's website or this form. Everyone who is of age according to the applicable laws may apply, except

those who have their residence in Democratic People's Republic of Korea, Syria, South Sudan and Iran. From participation excluded are also employees of the Organizer and such of companies affiliated to the Organizer or employees.

Following the acceptance to the Program Selected Participants will receive a free Tool kit in order to test the Product and give Feedback to Organizer. In addition, Participants shall creatively conceptualize and develop an App focusing on Augmented Audio consistent with what is described in their application.

3. Sennheiser's duties

- a. Upon acceptance of Participant in the Program, Organizer shall send at its own cost the Tool kit to Participant at the address filled in below. The Tool kit shall be given to Participant for free without the obligation to return it to Organizer.
- b. Organizer shall ensure Participant's free access to cutting-edge AR audio production tools (including Leia 3D audio SDK) and AMBEO "Orbit" Binaural Panner plugin.
- c. Organizer will as its own discretion provide marketing support such as referring to Selected Participants on its website, and/ or some of its official social media channels (i.e. to Facebook®, YouTube®, LinkedIn®, Twitter®, Instagram®), at tradeshow (i.e. CES, NAMM, NAB, IFA, GDC, SXSW, AES, etc.) as well as at internal and external presentations and marketing events (i.e. at Sennheiser flagship stores) where Organizer presents AMBEO, Selected Participant's apps will be used as demo content

4. Liability

- a. Each Product has undergone a technical check before send to Participant to ensure that it functions flawlessly, whereby this does not mean that specific characteristics are warranted to the user.
- b. Nevertheless, the Participant acknowledges and agrees that the Tool kit is no Product from a series production and available still as a test-version only. Insofar the Tool kit has not been tested at all points and in every sense. Therefore, the Participant has to take best care and attention using the Tool kit.
- c. The Organizer's liability has been ruled out to the extent that damage does not result on the basis of grossly negligent or deliberate conduct on the part of the Organizer or one of its authorized representatives. An exception shall be an injury to life, limb or health.

5. Software supplied

Operating systems and/ or other software which are supplied with the Product or for use with the Product may only be used according to the conditions of the licensor. The Participant is aware that unlawful use may lead to substantial claims for compensation on the part of the licensor.

6. Data protection and declaration of consent

- a. The data collected in form of the name, address, e-mail address, telephone number and Feedback will be used by the Organizer only in connection with the Program, especially to further develop the Product and the App as well as other Sennheiser products or apps. There is no use of the personal data exceeding the aforementioned uses nor forwarding of the personal data to third parties.
- b. Selected Participant approves that in regard to marketing support pursuant to sec. 3 c, his/ her name will be published on Organizer's website and/ or via its channels

(including but not limited to facebook, youtube, LinkedIn, Twitter, Instagram). Pursuant to § 4 Bundesdatenschutzgesetz (German Federal Data Protection Act) Organizer has to point out potential risks arising from worldwide accessibility and storage of Participant's personal data. Thus personal data can be found via „search engines“. It cannot be excluded thereby that other persons or organizations link this data with other accessible Participant's data from the internet and thus either create a personal profile, modify data or use it for other purposes.

c. Participant hereby acknowledges that the use of his/ her data takes place on a voluntary basis and that he/ she can revoke his/ her consent with regards to the future and according to the applicable laws at any time without any adverse consequences by giving notice to Organizer.

d. Participant may get information about his/ her personal data Organizer processes. Participant may correct, block or delete his/ her personal data by giving notice to Organizer via email at ambeo-info@sennheiser.com

7. Final provisions

a. The law of the Federal Republic of Germany shall apply, as long as no mandatory laws of Participants 's habitual residence or domicile overrule.

b. The exclusive place of jurisdiction shall be Hannover, Germany.

c. If any provision in this Agreement shall be or become partially or wholly invalid, the remaining provisions shall retain their validity. The wholly or partially invalid provision shall in this case be replaced by a provision that corresponds as closely as possible to the economic intent of the invalid provision.