Beats with iTunes Gift Card Holiday Offer

Terms and Conditions

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Subject to quantity limits, those who purchase a Qualifying Product between December 3, 2015 and December 28, 2015 (the "Promo Period") may receive a \$60 iTunes Gift Card that can be used towards a U.S. Apple Music subscription or at the U.S. iTunes Store, Mac App Store, App Store, and iBooks Store.

QUALIFYING PRODUCTS. Only the following Apple products qualify for this promotion (each one is a "Qualifying Product"):

- Beats Pro Headphones
- Beats Studio Headphones
- Beats Studio Wireless Headphones
- Beats Solo2 Headphones
- Beats Solo2 Wireless Headphones
- Beats Powerbeats2 Headphones
- Beats Powerbeats2 Wireless In-Ear Headphones
- Beats Tour2 Headphones
- Beats Pill+ Speaker

GIFT CARD QUANTITY LIMITS: Qualifying Product purchases, regardless of quantity purchased, are limited to five (5) iTunes Gift Cards, per purchaser.

QUALIFYING LOCATIONS. Qualifying Products must be purchased from apple.com, from a U.S. Apple Retail Store, or by calling 1-800-MY-APPLE. Orders for Qualifying Products from apple.com that are placed during the Promo Period and ship after the Promo Period are eligible for this promotional offer.

PROMOTION RESTRICTIONS. This offer is valid only during the Promo Period, only while supplies last. You must be an individual end user purchaser to obtain this promotional offer. Resellers, governmental institutions, educational institutions, nonprofit organizations, enterprise purchasers, and small business purchasers do not qualify, and Apple reserves the right to refuse or cancel purchases made by such purchasers. Purchases of Qualifying Products made via any channel other than any of the Qualifying Locations are not eligible for this promotion. Subject to iTunes Store Terms and Conditions, see <u>www.apple.com/legal/itunes/us/terms.html</u>. Taxes may apply to iTunes content and subscriptions, when purchased. iTunes accounts are available to persons under 13 years only when created by an approved educational institution or by parent/guardian as part of Family Sharing.

FULFILLMENT. The iTunes Gift Card will be provided to you with your Qualifying Product. This promotional offer expires when the purchase transaction is complete, and any subsequent requests for the iTunes Gift Card will not be honored.

PROCEDURES RELATED TO PRODUCT RETURNS AND EXCHANGES. If a Qualifying Product is returned for any reason and not exchanged for another Qualifying Product, the iTunes Gift Card must be returned with the Qualifying Product in order to receive a full refund. If the iTunes Gift Card is not returned with the Qualifying Product or has been redeemed by depositing its value into any iTunes account – even if no purchases have been made against the value of the iTunes Gift Card – then the full original value of the iTunes Gift Card will be deducted from the exchange or refund of the Qualifying Product.

GENERAL TERMS. This offer is void where prohibited or restricted by law. This offer may not be combined with other Apple promotions. Apple is not responsible for an inability to read the terms of this promotion due to the fact that these terms are displayed in the English language. Apple is also not responsible for any loss, destruction, or theft of your iTunes Gift Card. Apple may use the information provided in accordance with its privacy policies posted online at www.apple.com/privacy. Apple reserves the right to change without notice the Terms and Conditions of this promotion or modify or end this promotion at any time without notice. Promotions relating to media, apps, and other content available from the Apple Music service, the Mac App Store, the iTunes Store, the App Store, and the iBooks Store are subject to change.