

Summer Beats 2016 Terms and Conditions

PROMOTIONAL PERIOD AND QUALIFYING LOCATIONS: This promotion is valid only during the following promotional period for the Qualifying Locations listed below and subject to the eligibility and other requirements, terms, and conditions herein.

Promotional Period: The promotion runs from June 2, 2016, through September 5, 2016 (the "Promo Period").

Qualifying Locations: U.S. Apple Store locations, the U.S. Apple Online Store for Education Individuals ("AOS"), U.S. Apple Authorized Campus Stores ("**Campus Stores**"), and 1-800-MY-APPLE (each a "**Qualifying Location**"). Eligible Products (as defined below) must be purchased from a Qualifying Location. Only purchases and deliveries in the United States and Puerto Rico are eligible. Orders of Eligible Products from a Qualifying Location that are placed during the Promo Period, and ship after the end of the Promo Period, are eligible.

THE OFFER: Qualified Purchasers (as defined below) who purchase an Eligible Product during the Promo Period may elect to receive one of the following promotional products (each a "**Promo Product**"):

- With a purchase of an Eligible Mac (as defined below), one (1) pair of Beats Solo2 Wireless Headphones (in Black, Blue, Red, White, Gold, Rose Gold, Silver, Space Gray, Blue Active, Red Active, or Yellow Active), for which an instant credit in the amount of \$299.95 will be applied to the order, or
- With a purchase of an Eligible iPhone or Eligible iPad (as each is defined below), one (1) pair of Beats PowerBeats2 Wireless Headphones (in Red, Black, Black Sport, White Sport, Red Active, Yellow Active, or Blue Active), for which an instant credit in the amount of \$199.95 will be applied to the order. Alternatively, the Qualified Purchaser may elect to receive one (1) pair of Beats Solo2 Wireless Headphones (in Black, Blue, Red, White, Gold, Rose Gold, Silver, Space Gray, Blue Active, Red Active, or Yellow Active), for which an instant credit in the amount of \$199.95 will be applied to the order; and the Qualified Purchaser shall be responsible for paying the remaining balance in price (\$100) for the Beats Solo2 Wireless Headphones, following application of the instant credit. **At Campus Stores, iPhone devices are not available for purchase and are not eligible for this promotion.**

ELIGIBLE PRODUCTS: The following products are eligible for the promotion (each an "**Eligible Product**"). No refurbished products are eligible for the promotion.

- **Eligible Mac Products:** iMac, MacBook, MacBook Pro, MacBook Air, and Mac Pro, including configure-to-order versions of such products (each an "**Eligible Mac**"). Mac mini is not eligible for this promotion.
- **Eligible iPad Product:** iPad Pro only (an "**Eligible iPad**").
- **Eligible iPhone Products:** iPhone 6, iPhone 6 Plus, iPhone 6s, iPhone 6s Plus (each an "**Eligible iPhone**"). At Campus Stores, iPhone devices are not available for purchase and are not eligible for this promotion.

QUALIFIED EDUCATION INDIVIDUALS: Those eligible for this promotion include individual end users, as follows (each a “Qualified Purchaser”):

K–12 Employees, Board Members, and Officers: Any employee of a public or private K–12 institution in the United States or Puerto Rico is eligible. In addition, school board members who are currently serving as elected or appointed members are eligible. PTA or PTO executives currently serving as elected or appointed officers are eligible.

Higher Education Employees, Students, and Parents: Faculty and staff of higher education institutions and students attending or accepted into a higher education institution are eligible. Parents purchasing on behalf of their child, who is a student currently attending or accepted into a public or private higher education institution in the United States or Puerto Rico, are eligible.

PROMOTION RESTRICTIONS: This offer is valid only while supplies last, and Eligible Products and Promo Products are subject to availability. For each Eligible Product category (e.g., Eligible Mac, Eligible iPad, or Eligible iPhone), only one (1) Promo Product per Qualified Purchaser may be obtained during this promotion. You must demonstrate you meet the Qualified Purchaser requirements above prior to your purchase. Resellers, public entities, federal, state, and local government entities, educational institutions, nonprofit organizations, enterprise purchasers, and business purchasers do not qualify. Election of the offer may require personal setup of your Eligible Product at the time of purchase.

FULFILLMENT: When purchasing from an Apple Store or a Campus Store, your Promo Product will be provided to you with your Eligible Product. When purchasing from AOS or by calling 1-800-MY-APPLE, your Promo Product, when available, will be shipped to you; or if you are picking up your AOS purchase at an Apple Store, your Promo Product, when available, will be issued when you pick up your order. This promotional offer expires when the purchase transaction is complete, and any subsequent requests for Promo Products will not be honored.

PROCEDURES RELATED TO PRODUCT RETURNS AND EXCHANGES:

- If an Eligible Product is returned for any reason without the Promo Product, or is exchanged for a product other than an Eligible Product, the amount of your refund will be reduced by the amount of the instant credit applied to your initial purchase of the Eligible Product.
- Promo Products may be exchanged only for another Promo Product, and Qualified Purchaser shall be responsible for any difference in price. Any Promo Product returned for a refund must be returned with the Eligible Product in order to receive a full refund.
- Eligible Products or Promo Products purchased at a Campus Store must be returned or exchanged at the same Campus Store, subject to such store’s policies and procedures.

GENERAL TERMS: This offer is void where prohibited or restricted by law. This offer may be combined with other Apple promotions that are directed to individual end-user customers and offered during the same promotional period in the Qualifying Locations, subject to the terms, conditions, and limitations applicable to this promotion and such other Apple promotion(s). 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 qualifying Promo Product. Apple may use any 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.**

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