



Power Up to AI Program

Terms & Conditions

By participating in the Power Up to AI Program ("Program") you agree to be bound by these terms and conditions ("Terms"). It is your responsibility, prior to participating in the Program, to read these Terms carefully to understand your rights and obligations. We reserve the right to amend, vary, cancel or modify these Terms from time to time, at our sole discretion, with or without notice to you.

This Program allows you ("Customer", "you") to trade in your gently used StudioLive mixer (SL1602, SL1642, or SL2442) in exchange for a credit in the form of a discount toward the purchase of the new StudioLive AI mixer (SLM 16.4.2 AI, SLM 24.4.2 AI, or SLM 32.4.2 AI). The Program is valid between April 15, 2014 and June 30, 2014.

Definitions: The following capitalized words have the following meanings:

"Credit" means the discount amount applied toward your purchase of the new mixer

"Participating Dealer" means a dealer that is authorized by PreSonus as a participant in the Program

"PreSonus" or "We" or "Us" means PreSonus Audio Electronics, Inc.

"Product" means your new StudioLive AI mixer (SLM 16.4.2 AI, SLM 24.4.2 AI, or SLM 32.4.2 AI)

"Rejected Trade-In" means the Trade-In did not comply with the Quality Standard set by PreSonus

"Third-Party Repair Facility" means our authorized repair facility receiving the Trade-In for evaluation

"Trade-In" means your used mixer being traded in as a part of the Program

"Trade-In Value" means the value of your Trade-In as determined by a Participating Dealer in accordance with the Quality Standard provided by PreSonus.

"Quality Standard" means the qualifications, as determined solely by PreSonus, that a Trade-In must possess (as specified in the FAQs, which can be found at powerup@presonus.com) in order to be accepted for participation in the Program.

Eligibility:

You must be a resident of the continental United States, Alaska, or Hawaii to be eligible for the Program.

For information regarding international sales and distributors please see

http://www.presonus.com/buy/international_distributors.

Fitness for Sale

You must own the right, title, and interest in any item you seek to trade-in through the Program. Such item, or the sale and shipment of such item, must not violate any applicable laws, statutes, ordinances, or regulations including export laws. You are responsible for complying with any and all such laws.

Releasing Rights to your Traded-In Product

Once the trade-in transaction is complete and we accept your Trade-In, title to the Trade-In will pass to PreSonus and the Customer will no longer be the owner of the Trade-In.

Trade-In Value:

The value of the Trade-In will be determined solely by PreSonus or its Third Party Repair Facility. The Trade-In Value varies depending on the condition of the Trade-In and its conformity or non-conformity to the Quality Standard as set forth by PreSonus and certain other factors which may be periodically updated or revised. Trade-In Value is final and non-negotiable. The Trade-In Value will not be provided to you in



cash form, or in any other form than the credit as described in the Credit section below. If you were given a quote for your trade-in, it is only valid for the length of the Program.

Credit:

The Credit shall be applied as a discount toward the purchase of a new AI mixer. The Credit is not redeemable for cash. Once the trade-in transaction is complete, under no circumstances will the Customer's Trade-In be returned to the Customer nor will the Customer be compensated for the amount of the Credit. The Customer acknowledges that if, after the Customer trades in their Trade-In, the Customer decides to return their new AI mixer (within the Participating Dealer's specified return period), the Customer will be reimbursed the price they paid for the new AI mixer, but the Customer will lose the value of the Credit, and the Trade-In will not be returned to the Customer.

Shipping:

The Customer is responsible for all shipping costs for the Trade-In to the Third-Party Repair Facility. PreSonus will issue the Customer a return authorization number, for traceability purposes, but will not pay any of the cost associated with shipping the Trade-In.

Rejected Trade-In:

If the Trade-In does not meet the minimum Quality Standard and the mixer cannot be economically repaired to bring it to compliance with the Quality Standard, the Trade-In will be rejected and returned to the Customer. The Customer shall be notified of the rejected Trade-In status. PreSonus will pack the rejected Trade-In in manufacturer approved packaging and will pay the return shipping costs associated with the rejected Trade-In.

No Waiver:

No Party shall be deemed to have waived the exercise of any right that it holds under these Terms or at law unless such waiver is expressly made in writing.

Severability:

Each section and provision of these Terms is severable and if one paragraph or provision is declared invalid, the remaining sections and provisions shall nevertheless remain in full force and effect.

Indemnity:

If PreSonus is damaged or incurs any kind of expense because you were not authorized to transfer ownership of the Trade-In or the condition of the Trade-In, you agree to defend, indemnify and hold PreSonus harmless from any liability, claim, or expense associated therewith.

Customer shall defend, at its own expense, indemnify and hold PreSonus and its affiliates, directors, officers, agents, independent contractors, and employees, harmless from, any and all liability, damage, claim, or expense (including attorneys' fees) arising in any way out of Customer's actions, omissions, negligence, criminal activity or otherwise, by a third party against PreSonus or the Customer, directly or indirectly relating to these Terms, including without limitation any claims, actions, or proceedings relating to allegations of breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

Limitation of Liability:

PRESONUS' TOTAL LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PROGRAM SHALL NOT EXCEED THE TRADE-IN AMOUNT PAYABLE TO YOU FOR THE TRADE-IN GIVING RISE TO THE CLAIM. Some states do not allow the limitation of liability, so the foregoing may not apply to you.



Governing Law/Venue/Jurisdiction:

These Terms will be governed by and construed in accordance with the laws of the United States of America and the State of Louisiana. The venue and jurisdiction of any litigation between the Parties shall lie in East Baton Rouge Parish, Baton Rouge, State of Louisiana USA.

Binding Dispute Resolution/Arbitration:

PreSonus and Customer agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of these Terms shall be settled by binding arbitration to be held in Baton Rouge, Louisiana in accordance with the rules then in effect of the American Arbitration Association (the "Rules"). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The arbitrator(s) shall apply Louisiana law to the merits of any dispute or claim, without reference to conflicts of law rules. The arbitration proceedings shall be governed by federal arbitration law and by the Rules, without reference to state arbitration law. Customer hereby consents to the personal jurisdiction of the state and federal courts located in Louisiana for any action or proceeding arising from or relating to these Terms or relating to any arbitration in which the Parties are participants. Customer agrees that it would be impossible or inadequate to measure and calculate PreSonus's damages from any breach of the covenants set forth herein. Accordingly, Customer agrees that if Customer breaches a material term herein, PreSonus will have available, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of any such provision. Customer further agrees that no bond or other security shall be required in obtaining such equitable relief and Customer hereby consents to the issuances of such injunction and to the ordering of such specific performance.

In the event of any litigation or arbitration arising out of the execution of these Terms or any claimed breach thereof, the prevailing party in such litigation or arbitration shall be entitled to seek to recover its reasonable attorneys' fees (including on appeal thereof) and reasonable costs of litigation or arbitration in addition to any other award or decree granted or given by a court or arbitrator.

Entire Agreement:

These Terms, together with any exhibits hereto, is the entire agreement of the Parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

-END-