

Car Thing

The Spotify® Premium Car Thing® Offer

Terms and Conditions

Effective as of 13 April 2021

PLEASE READ THESE TERMS CAREFULLY AND IN FULL. THEY CONTAIN CERTAIN CONDITIONS AND RESTRICTIONS ON THE AVAILABILITY AND USE OF THIS SPOTIFY PREMIUM CAR THING OFFER INCLUDING INFORMATION ON THE PROCESS AND TERMS AND CONDITIONS THAT APPLY TO REDEMPTION ON THE CAR THING STORE.

When redeeming a device you will be directed to the Car Thing Store at carthing.fromspotify.com which is operated by Luzern Solutions Limited (“Luzern”). Luzern, not Spotify, is responsible for acceptance and fulfilment of Car Thing orders.

1. Introduction.

This Spotify Premium Car Thing Offer (the “**Car Thing Offer**”) is made available by Spotify (as defined in the [Spotify Terms and Conditions of Use](#) (“**Spotify Terms of Use**”) and subject to these terms and conditions (the “**Car Thing Offer Terms**”). These Car Thing Offer Terms supplement and incorporate by reference the additional terms and conditions referenced below:

- (A) in the case of full paying Eligible Subscribers to Premium Individual: the [Spotify Terms of Use](#); or
- (B) in the case of Eligible Subscribers to Premium Family: the [Premium Family Terms and Conditions](#) (the “**Premium Family Offer Terms**”);
- (C) in the case of Eligible Subscribers to Premium Duo: the [Premium Duo Terms and Conditions](#) (the “**Premium Duo Offer Terms**”);
- (D) in the case of Eligible Subscribers to Premium Student: the [Premium Student Terms and Conditions](#) (the “**Premium Student Offer Terms**”).



If there is any inconsistency between these Car Thing Offer Terms and the Spotify Terms of Use; the Premium Family Offer Terms; the Premium Duo Offer Terms; or the Premium Student Offer Terms (as applicable), these Car Thing Offer Terms will prevail. Relevant references to “Paid Subscriptions” in the Spotify Terms of Use; to the “Premium Family Subscription” in the Premium Family Offer Terms, to the “Premium Duo Subscription” in the Premium Duo Offer Terms and to the “Premium for Students Subscription” in the Premium Student Offer Terms shall be read to apply also to this Car Thing Offer where relevant and permitted by these Car Thing Offer Terms.

2. The offer.

Eligible Subscribers (as defined below) are entitled, subject to these Car Thing Offer Terms, to redeem a Car Thing on the Car Thing Store (each a “**Car Thing**”). **Luzern, and not Spotify, is responsible for the acceptance and fulfilment of orders for each Car Thing and separate terms and conditions made available by Luzern apply to each order placed.** Information on the features and operating requirements of a Car Thing is provided on the Car Thing Store. Only one Car Thing Offer may be redeemed by each Eligible Subscriber (as defined below). Codes are personal and can not be transferred.

3. Duration.

This Car Thing Offer is supply limited. The Car Thing Offer shall end automatically and no longer be available for redemption on the earliest of:

- (A) supplies of Promotional Codes running out; or
- (B) this Car Thing Offer being earlier terminated by Spotify.

To the full extent permitted by applicable law, Spotify reserves the right to modify or terminate this Car Thing Offer at any time and for any reason. Spotify shall not be obligated to permit any further attempts to take up this offer after it has ended. In particular, we may limit eligibility and/or duration to prevent abuse of this Car Thing Offer.

4. Eligibility.

Car Thing requires a Spotify Premium subscription plan in order to work (not included in the price of Car Thing). To receive this Car Thing Offer, users must satisfy all of the conditions listed at 4(A)-(E) below (each an “**Eligible Subscriber**”):

- (A) You must, subject to the exclusions below, be - or subscribe to become - a Qualifying Plan Subscriber, where “**Qualifying Plan Subscriber**” means a current, paying



subscriber in the USA to one of the following forms of Spotify Premium (a type of Paid Subscription):

- (i) [Premium Individual](#);
- (ii) [Premium Family](#) (subscribers to the Premium Family plan must be the primary account holder in order to be a Qualifying Plan Subscriber: family sub-accounts are not eligible);
- (iii) [Premium Duo](#) (subscribers to the Premium Duo Subscription must be the primary account holder in order to be a Qualifying Plan Subscriber: Duo sub-accounts are not eligible); or
- (iv) [Premium Student](#).

Users on a free or discounted trial of Premium Individual, Premium Family, Premium Duo or Premium Student are not eligible for this Car Thing Offer (together “Ineligible Trial Subscribers”). If you are an Ineligible Trial Subscriber who wants to participate in this Car Thing Offer, you must first end your trial period early and purchase - directly from Spotify - a paid, non-trial subscription to Premium Individual, Premium Family, Premium Duo or Premium Student respectively - provided your account is linked to a valid and recurring payment method (Spotify gift cards and non-recurring payment methods are not valid payment methods for this Car Thing Offer). Any remaining trial period will be forfeit upon purchase and monthly billing will start immediately, at the respective advertised price.

Existing Qualifying Plan Subscribers’ ability to access Spotify Premium shall continue unaffected. By registering your interest to receive a Promotional Code (as defined below) you (i) accept this Car Thing Offer and (ii) acknowledge and agree to these Car Thing Offer Terms.

- (B) You must have received an email directly from Spotify stating that you are eligible to receive a Car Thing. Offers are non-transferrable.
- (C) You must have received an email directly from Spotify stating that you are eligible to receive a Car Thing. Offers are non-transferrable.
- (D) You must have a valid and current payment method. If you have cancelled your subscription or if your payment method has failed, you will not be eligible for this Car



Thing Offer. Spotify gift cards and non-recurring payment methods cannot be used to participate in this Car Thing Offer; and

- (E) You must pay for your Spotify Premium subscription directly to Spotify and not through a third party (e.g., not through a cable or telecommunications provider).

5. Redemption.

To order a Car Thing, you must affirmatively take certain steps to redeem your offer on the Car Thing Store - it will not happen automatically.

After you have received an email from Spotify stating that you are eligible to receive a Car Thing, you must follow the steps in the email that we send to you. Upon clicking on the email, you will be directed to the Car Thing Store where you may redeem the offer. If you navigate away from the Car Thing Store before completing checkout or if you access the Car Thing Store other than via the redemption email that we send to you, your offer will not have been redeemed.

6. Fulfilment and shipping of Car Things.

Fulfilment and shipping of all Car Things is undertaken by Luzern, not Spotify.

Fulfilment: To redeem your offer on the Car Thing Store, you must visit carthing.fromspotify.com. You must add the Car Thing to your cart and enter a form of payment approved by Luzern: if you access the Car Thing Store by clicking on the redemption email that we send you, the Car Thing will be automatically added to your checkout. **Use of the Car Thing Store will be subject to the terms and conditions made available by Luzern on the Car Thing Store, including [Luzern's Terms of Sale](#).** Offers are non-transferable and may not be exchanged or returned for cash or used for any other product or service.

Shipping: Car Thing can only be shipped within the United States. Any applicable shipping charges will be displayed to you prior to checkout on the Car Thing Store.

7. Privacy

In order to complete the fulfilment, shipping and returns of Car Things, Luzern will collect and share certain personally identifiable information in accordance with the [Luzern Privacy Policy](#).