

HPE Engage & Grow for Hybrid IT- India (“Program”)

TERMS AND CONDITIONS

The terms and conditions (“**Terms and Conditions**”) apply to the Hewlett Packard Enterprise (hereinafter referred to as “**HPE**”) Engage & Grow (hereinafter referred to as “**E & G**”).

PROGRAM PERIOD

December 19, 2024 – October 31, 2025

WHO IS ELIGIBLE:

All HPE Authorized Resellers’ Sales and Pre-Sales team members selling eligible products in SMB (Small and Medium Business) accounts and completing eligible certifications within India (“**Region**”); who fulfill the below Eligibility Criteria (“**Participants**”).

Eligibility Criteria:

Participants must meet all the below criteria to be eligible for this Program:

1. Participants must be registered sales representatives of authorized HPE resellers participating in Engage & Grow registered at <https://in.engageandgrow.hpe.com> (“**Portal**”) and located in India.
2. The Participants must obtain their respective Employer’s approval under the Terms and Conditions section regarding their participation in the Program and the potential receipt of an Award directly from HPE (or its authorized supplier).

ELIGIBLE PRODUCTS:

All HPE Hybrid IT products (“**Eligible Products**”), also listed within the following HPE Engage and Grow portal: <https://in.engageandgrow.hpe.com/HybridIT.html>

AWARD:

The Participants under this Program, through the sale of Eligible Products and on meeting the Winning Criteria below (“**Winners**”) will be entitled to receive incentive payouts in the form of reward points (“**Award**”) at the end of each quarter.

- 1 reward point each is allotted against sale worth INR 100 of Eligible Products
- Value of each reward point is equivalent to INR 1
- Only SMB accounts back-to-back deals & MOQ deals with HPE defined FY25 SMB (Small and Medium Business) accounts are eligible for this program

- Back-to-Back Transactions: Sell-in transactions by distributors and sell-through transactions to SMB accounts must occur within the same quarter. Exceptionally, distributor invoices dated within the last two days of the preceding quarter (29th, 30th, or 31st) will be accepted.
- MOQ / Smart Choice: Distributor invoices from the previous two quarters will be accepted, provided the end customer invoice pertains exclusively to the claimed quarter.
- MOQ / Smart Choice: For T3 Resellers submitting claims with VSP invoices as the distributor invoice, the distributor invoice number must be provided along with the claim.
- MOQ / Smart Choice: VSP entities are prohibited from submitting claims for the same invoice that T3 resellers have claimed using an end-user purchase order.
- Smart Choice PLs (PL 78): Eligible for accelerator rewards at a multiplier rate of 1.5X.
- Claims Validation: All claims will be validated against HPE sales records (sell-through) based on the TCM net value in local currency for eligible products and MCC codes as outlined in the Partner Ready Program.
- Award Limitations: The maximum award amount per participant is capped at approximately USD 1,800 (INR 1.5 lakhs) per person per quarter, subject to a training multiplier.
- Single Claim Policy: Each participant organization may submit only one claim per customer purchase order.
- Program Budget: The total program budget, inclusive of all award amounts, is capped at USD 250,000.

WINNING CRITERIA:

Participants who fulfil the 'Winning Criteria' as mentioned in this Program will be eligible to receive the Award as per the below parameters:

1. The Participants who are able to sell Eligible Products as listed in the Program will be Eligible for the Award.
2. All Participants are required to upload claim(s) at the end of each quarter on the Engage & Grow portal. The claim must be accompanied by a complete set of supporting document(s) as mentioned in claim format.
3. Claims will be validated against HPE sales records (Sell-Thru) on TCM Net value in local currency as per eligible products & MCC codes listed under partner ready program.
4. Approved claims will result in reward point's accumulation for partners.

PROGRAM CONTACT

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Terms and Conditions

1. These terms and conditions govern participants' eligibility, winning criteria, and Awards of the Program. While participating in the Program the participants commit not to perform any actions which would constitute a violation of HPE Partner Agreement signed by the respective participant's Employer, including compliance and anti-corruption requirements thereto. Nothing in these terms and conditions can be construed as amending or supplementing the terms of such HPE Partner Agreement.
2. Participants agree that they can enter into this Program and their participation in the Program constitutes acceptance of these Terms.
3. By accepting the Terms and Conditions, Participants agree not to perform any actions which would constitute a violation of HPE's compliance and anti-corruption policies, or any applicable anti-corruption laws.
4. Participants who do not have a valid business partner agreement in place with HPE may only redeem Rewards after registering as HPE Business Partners and receiving clearance through the required background screening process conducted by HPE.
5. This Program runs from 19th December 2024 – 31st October 2025 (inclusive). All sales registrations or claims submission for a quarter should be completed on or before the 30th day of the first month of the next quarter. If required, any change to the scheduled claim process will be intimated beforehand to the participants.
6. Only sales/activities involving Eligible Products and sales to SMB (Small and Medium Business) accounts are eligible for this Program. Deal registrations and sales involving any other segment including public sector customers are excluded.
7. The Program is available only to eligible Participant's/ the employees of authorized HPE partners in good standing with a valid HPE Partner Agreement & Proximity Partners who have cleared background screening, registered, and passed as HPE Business Partners to qualify for the Award. Termination or absence of HPE Partner Agreement with a Participant's employer/Participant shall automatically disqualify the respective Participant from receiving Awards in this Program.
8. Public Sector entities and their employees are ineligible for this Program. The following are "Public Sector entities": Any national, regional, local, or other government agency or department; any public international organization; royal families; candidates for public office and political parties; and any entity that is owned or controlled by any of the foregoing. In the United States, HPE also considers all private and public K-12 educational institutions and libraries to be "Public Sector entities".
9. The Program is valid in India region under active Engage & Grow program (**"Geography"**).
10. HPE reserves the right to review, modify, extend, or discontinue any and/or all aspects of the Program without prior notice. The Program may be extended by HPE at its sole discretion.

11. Participant employees must submit a prior written approval to HPE from their management that states that Participant employee is approved to participate in the Program and potentially receive a reward directly from HPE.
12. The Winners must be an employee of their registered Employer at the time of the event and receipt of the Award in order to claim the Award.
13. Program rewards are for the Winner's personal use only. Winners are not entitled to substitution, cash redemption or transfer of the Awards.
14. HPE will not have any liability for tax, social security or National Insurance scheme arising from this incentive scheme. Winners (or their employee to whom the benefit is given as the case may be) will be directly responsible for accounting for and paying to their local tax offices any tax liability, social security or National Insurance ("NI") contributions arising under this incentive scheme. Deduction of tax applying to benefits given directly to an HPE Partner employee will be made by the HPE partner, that will advise its employees participating in the Program accordingly.
15. The company (ies) that own the trademarks for the Awards referenced herein are not sponsors of participants in and have not endorsed this Program. All third-party marks are the property of their respective owners.
16. Winners shall ensure that they are covered by health and accident insurance. Participants agree to hold HPE and its directors, officers, employees, licensees and assigns harmless against all and any liability and claims and injuries that may arise from or be based upon participation, winning, acceptance and/or use of the Award received in connection with this Program including but not limited to liability for personal injury, property damages or other injury or accident.
17. HPE, its affiliates, subsidiaries, parent corporations, and its officers, directors, shareholders, employees, and agents and any and all internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions or defects of computer systems or websites utilized in the Program, theft, tampering, destruction, or unauthorized access to, or alteration of entries; data processing that is processed late or incorrectly or is incomplete or lost; and any entries that are late, lost, incomplete, misdirected, stolen, mutilated or illegible. Submitting false, fraudulent, or misleading information in connection with the Program may result in adverse actions including, but not limited to, in disqualification from this Program, future HPE Programs, and civil or criminal liability to the submitter. HPE reserves the right to audit information provided in registration and the supporting documentation for all claims made under this Program.
18. For the purposes of this Program, HPE cannot guarantee the performance of any third party and to the extent permitted by applicable law shall not be liable for any act or default by a third party.

19. Participants agree that they are familiar with the US Foreign Corrupt Practices Act ("FCPA") and other similarly applicable legislation, and shall not in connection with participation in the Program make any payment or transfer anything of value to, offer, promise or give a financial or other advantage to, or request or agree to receive or accept a financial or other advantage from, either directly or indirectly: any government official or employee (including employees of a government corporation or public international organization), political party, or candidate for public office; or to any other person with an intent to obtain or retain business or gain an improper business advantage.
20. Any personal data which you may provide when you participate in this Program will only be used by HPE in accordance with its Privacy Statement available at <https://www.hpe.com/us/en/legal/privacy.html> and if applicable, its subcontractors or service providers, for the purposes of this Program and Participants consent to use of their data for these purposes.
21. To the extent permitted by applicable law, HPE has the final decision regarding all matters related to this Program.
22. This Program shall be governed and construed by the laws specified in the valid HPE Partner Agreement with the Participant's Employer and be subject to the jurisdiction of the courts stated in such HPE Partner Agreement.
23. Participant employees must submit a prior written approval to HPE from their management that states that Participant employee is approved to participate in the Program and potentially receive a reward directly from HPE.