

HPE Engage & Grow for RedHat ("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

20th May 2025 – 31st July 2025

WHO IS ELIGIBLE:

All HPE Authorized resellers participating in Engage & Grow Program located in the India region who meet the below eligibility criteria (the "**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:

The below products will be eligible for this Program ("**Eligible Products**"):

HPE SKU Part Number	SKU Description	Rewards Points per Unit
G3J28AAE	RHEL Svr 2 Sckt/2 Gst 1yr 24x7 E-LTU	2400
G3J29AAE	RHEL Svr 2 Sckt/2 Gst 1yr 9x5 E-LTU	2400
G3J30AAE	RHEL Svr 2 Sckt/2 Gst 3yr 24x7 E-LTU	4000
G3J31AAE	RHEL Svr 2 Sckt/2 Gst 3yr 9x5 E-LTU	4000
G3J32AAE	RHEL Svr 2 Sckt/2 Gst 5yr 24x7 E-LTU	4000
G3J33AAE	RHEL Svr 2 Sckt/2 Gst 5yr 9x5 E-LTU	4000
Q8U21AAE	RHEL SAP Solutions Phscl 3yr 24x7 E-LTU	8000
Q8U20AAE	RHEL SAP Solutions Phscl 5yr 24x7 E-LTU	8000
Q8U21AAE	RHEL SAP Solutions Phscl 3yr 9x5 E-LTU	8000
Q8U22AAE	RHEL SAP Solutions Phscl 5yr 9x5 E-LTU	8000
Q5W20AAE	RHEL SAP App 3yr 24x7 E-LTU	8000

Q5W22AAE	RHEL SAP App 5yr 24x7 E-LTU	8000
Q5W19AAE	RHEL SAP App 3yr 9x5 E-LTU	8000
Q5W21AAE	RHEL SAP App 5yr 9x5 E-LTU	8000
Q5W24AAE	RHEL SAP App Vrtl DC 3yr 24x7 E-LTU	8000
Q5W26AAE	RHEL SAP App Vrtl DC 5yr 24x7 E-LTU	8000
Q5W23AAE	RHEL SAP App Vrtl DC 3yr 9x5 E-LTU	8000
Q5W25AAE	RHEL SAP App Vrtl DC 5yr 9x5 E-LTU	8000
Q8U15AAE	RHEL SAP Solutions Vrtl DC 3y 24x7 E-LTU	8000
Q8U16AAE	RHEL SAP Solutions Vrtl DC 5y 24x7 E-LTU	8000
Q8U17AAE	RHEL SAP Solutions Vrtl DC 3yr 9x5 E-LTU	8000
Q8U18AAE	RHEL SAP Solutions Vrtl DC 5yr 9x5 E-LTU	8000
G3J24AAE	RHEL Vrtl DC 2 Sckt 3yr 24x7 E-LTU	6000
G3J25AAE	RHEL Vrtl DC 2 Sckt 3yr 9x5 E-LTU	6000
G3J26AAE	RHEL Vrtl DC 2 Sckt 5yr 24x7 E-LTU	8000
G3J27AAE	RHEL Vrtl DC 2 Sckt 5yr 9x5 E-LTU	8000
G5J66A	RH HA 2 Sckt Unltd Gst 1yr LTU	2400
G5J66AAE	RH HA 2 Sckt Unltd Gst 1yr E-LTU	2400
G5J67A	RH HA 2 Sckt Unltd Gst 3yr LTU	2400
G5J67AAE	RH HA 2 Sckt Unltd Gst 3yr E-LTU	2400
Q1B83AAE	RHEL HPC HN+SM 2 Skt 3yr 24x7 E-LTU	4000
Q1B84AAE	RHEL HPC HN+SM 2 Skt 5yr 24x7 E-LTU	4000
R2Z45AAE	RHEL HPC HN+SM 1yr 24x7 E-LTU	2400
R2Z46AAE	RHEL HPC HN+SM 3yr 24x7 E-LTU	4000
R2Z47AAE	RHEL HPC HN+SM 5yr 24x7 E-LTU	4000

AWARD:

The Winners will be entitled to Reward Points under HPE Engage & Grow Program as specified in the above table ("**Award**"). **One (1) reward point equals to One (1) INR.**

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:

- The Participants who are able to sell Eligible Products as listed in the table within the Program Period will be Eligible for the Award.
- Each Participant is eligible to make only one claim per customer. The award amount is capped at approximately USD 1000 (INR 80,000).
- 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 complete set of supporting document(s) as mentioned in claim format.

- (d) Claims will be validated against HPE sales records (Sell-Thru) on TCM Net value in local currency as per eligible SKUs listed under the program.

Terms and Conditions

1. These terms ("**Terms**") are an integral part of Participants' employer's HPE Partner Agreement and shall govern the subject matter of this Program in case of any conflict between these Terms and the HPE Partner Agreement.
2. Participants agree that they are authorized to 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. This Program runs from 20th May 2025 – 31st July 2025 (inclusive). If required, any change to the scheduled claim process will be intimated beforehand to the participants.
5. 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 to any other segment including public sector customers are excluded.
6. The Program is available only to authorized HPE partners in good standing with a valid HPE Partner Agreement. Termination of HPE Partner Agreement shall automatically disqualify the Participant from participating in this Program.
7. The Program is valid in India region under active Engage & Grow program ("**Geography**").
8. 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.
9. 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.
10. Program rewards are for the Winners' (or their elected Representatives') personal use only. Winners (or Representatives) are not entitled to substitution, cash redemption or transfer of awards.
11. Awards provided under this Program may be subject to taxation and reporting, pursuant to applicable local laws. Each Winner and / or its employee who receives an Award is solely and directly responsible for any tax liabilities (including tax withholdings and employment taxes), social security and insurance contributions, tax implications, and tax reporting, arising from or under this Program. HPE shall not have any liability for taxes (including tax withholdings and employment taxes), social security and insurance contributions, or tax reporting arising from or under this Program.

12. 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 property of their respective owners.
13. Each Winner shall ensure that its nominated Representative participating in the event/award is 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. To the extent permitted by applicable law, HPE has the final decision regarding all matters related to this Program.

19. 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.