

## HPE Engage & Grow for AMD (“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**

10<sup>th</sup> 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”):

S No.	SKU Part No	SKU Description	Points per Unit
1	P77252-425	HPE DL325 G11 9124 64G 8SFF EU Svr	12000
2	P77239-425	HPE DL325 G11 9224 64G 8SFF EU Svr	12000
3	P77238-425	HPE DL345 G11 9124 64G 8SFF EU Svr	12000
4	P77248-425	HPE DL345 G11 9124 64G 8LFF EU Svr	12000
5	P77244-425	HPE DL385 G11 9124 1P 64G 8LFF EU Svr	12000
6	P81836-425	HPE DL325 G11 9115 2x32G 8SFF SSD EU Svr	12000
7	P81837-425	HPE DL345 G11 9015 2x32G 8LFF SSD EU Svr	12000
8	P81838-425	HPE DL345 G11 9115 2x32G 8LFF SSD EU Svr	12000
9	P81839-425	HPE DL345 G11 9115 2x32G 8SFF SSD EU Svr	12000
10	P81840-425	HPE DL365 G11 9115 2x32G 8SFF SSD EU Svr	12000
11	P81841-425	HPE DL385 G11 9115 1P 2x32G 8LFF EU Svr	12000
12	P81842-425	HPE DL385 G11 9015 2x32G 8SFF SSD EU Svr	12000

13	P81843-425	HPE DL385 G11 9115 2x32G 8SFF SSD EU Svr	12000
14	P79814-425	HPE DL145 G11 8024P 1x32G 2SFF EMEA Svr	12000
15	P79815-425	HPE DL145 G11 8124P 2x32G 2SFF EMEA Svr	12000
16	P78090-425	HPE DL365 G11 9124 64G 8SFF EU Svr	12000
17	P78091-425	HPE DL365 G11 9224 64G 8SFF EU Svr	12000
18	P54198-B21	HPE DL385 Gen11 GPU CTO Svr	5000
19	P53921-B21	HPE DL385 Gen11 8SFF CTO Svr	5000
20	P53933-B21	HPE DL365 Gen11 8SFF CTO Svr	5000
21	P54205-B21	HPE DL345 Gen11 8SFF CTO Svr	5000
22	P81564-D65	HPE ProLiant DL145 Gen11 8024P 2.4GHz 8c 1P 1x32GB-R 2SFF NS204i-u NC BCM5719 2x700W PS IN Server	12000
23	P81565-D65	HPE ProLiant DL145 Gen11 8124P 2.45GHz 16c 1P 2x32GB-R 2SFF NS204i-u MR216i-p 2x700W PS IN Server	12000
24	P75340-D65	HPE ProLiant DL385 Gen11 9124 3.0GHz 16c 1P 64GB-R 8SFF MR408i-o 2x480GB SATA 2x800W RPS IN Server	12000

#### **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 1 under Eligible Products within the Program Period will be Eligible for the Award.
- Each Participant is eligible to make only one claim per customer. The maximum Award amount per Participant shall not exceed USD 500 (INR 40,000) per quarter.
- 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.
- All claims shall be subject to verification against HPE sales records (Sell-Thru) based on the TCM Net value in the local currency, in accordance with the Eligible Products listed under the program.

#### **Terms and Conditions**

- 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 10<sup>th</sup> May 2025 – 31<sup>st</sup> July 2025 (inclusive). All sales registrations and submittal should be completed at the latest on 31<sup>st</sup> August 2025. 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 customers are eligible for this Program. Deal registrations and sales 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.