

HPE Engage & Grow and HPE Storage Fibre Channel Switch ("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

10th Jun 2025 – 31st October 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**"):

Model Name	HPE Product Number	HPE Product Description	Engage & Grow Points per Unit (INR)
SN3600B	R4G55B	HPE SN3600B 24/8 8p 16Gb SW SFP+ FC Swch	4500
SN3600B	R7R97A	HPE SN3600B 24/8 8p 32Gb SW SFP FC Swch	4500
SN3600B	R8P28A	HPE SN3600B 24/24 PP+ 24p 32G SW FC Swch	4500
SN3600B	R8P29A	HPE SN3600B 24/24 PP+ 24p 16G SW FC Swch	4500
SN3700B	S5A94A	HPE Stg 64G 24/8 8p 32G SW Sw SN3700B	6500
SN3700B	S5A95A	HPE Stg 64G 24/8 8p 64G SW Sw SN3700B	6500

AWARD:

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

- (a) The Participants who successfully sell the Eligible Products, as specified in the table, within the Program Period shall qualify for the Award.
- (b) Each Participant is permitted to submit only one claim per customer. The maximum Award amount per participant shall not exceed INR 45,000 per quarter.
- (c) All Participants are required to submit their claims at the end of each quarter through the Engage & Grow portal. Each claim must be accompanied by a complete set of supporting documents as prescribed in the claim format.
- (d) All claims shall be subject to verification against HPE sales records (Sell-Thru), in accordance with the Eligible Products listed under the program.

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 10th June 2025 – 31st October 2025 (inclusive). All sales registrations and submittal should be completed at the latest on 30th November 2025. 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 Enterprise & commercial customers are eligible for this program. Deal registrations and sales involving to 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. The Program is valid in India region under active Engage & Grow program (**"Geography"**).
9. 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.
10. 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.
11. Program rewards are for the Winner's personal use only. Winners are not entitled to substitution, cash redemption or transfer of the awards.
12. All country taxation guidelines will be followed for the country of the selected winners. Awards may be subject to applicable taxation and withholdings pursuant to local laws. Winners are solely responsible for any tax implications.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. To the extent permitted by applicable law, HPE has the final decision regarding all matters related to this Program.
20. 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