

HPE Engage & Grow and HPE Private Cloud Business Enterprise Demo & Win (“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 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 HPE Storage Solutions & Offering will be eligible for this Program (“Eligible Products”) in India region:

HPE Storage Solutions & Offering	Threshold	Engage & Grow Points (INR)
PCBE Demo	Min 3 customer Demos	5000 per Demo
PCBE Win	\$45K to \$99K	20000
	\$100K & above	50000

AWARD:

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

PCBE Demo reward is eligible post attainment of minimum 3 customer demos & PCBE Win reward is eligible for the deals within the program period as per deal threshold slab specified in the above table. Deals below \$45K are not eligible for reward.

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, during the Program Period shall qualify for the Award.
- (b) Each Participant is entitled to submit only one claim per customer. The Award amount is limited to a maximum of USD 550 (INR 50,000) per individual per quarter.
- (c) The Program is valid upon the successful completion of a demonstration. An HPE team member, specifically a Partner Business Manager, Storage Business Unit representative, or Pre-Sales professional, must be present for each demonstration alongside the customer.
- (d) The Participant is required to document proof of execution (POE) of the demonstration and submit the same when claiming the associated Award.
- (e) All Participants must 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 specified in the claim format.
- (f) Claims shall be validated against the proof of execution (POE) of the demonstration submitted at the time of claiming the Award for a successful demo.

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 10th May 2025 – 31st July 2025 (inclusive). All sales registrations and submittal should be completed at the latest on 31st 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 Enterprise & commercial customers are eligible for this program. Deal registrations and sales involving to 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.