

HPE Engage & Grow and HPE GreenLake– 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

17th July 2024 – 31st October 2024

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).
3. This Program is exclusively applicable to HPE GreenLake New Logo orders, which must have a minimum value of \$50,000 for GreenLake Hardware and Services. The determination of "New Logo" status is subject to HPE's specific criteria.

New Logo definition - A New Logo refers to any customer who has not previously completed a GreenLake order prior to the commencement date of this Program.

AWARD:

The Winners will be entitled to 33,000 Bonus Points per HPE GreenLake order new logo closure as per criteria mentioned above under HPE Engage & Grow Program (“Award”). In case of closure of more than 3 GreenLake deals during the program period then winner is entitled for additional 33,000 Bonus Points. **The maximum Award available to each Participant is capped at 2,34,000 Bonus Points. One (1) Bonus Point equal 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:

1. The Participants who are able to close HPE GreenLake order new logo within the Program Period will be Eligible for the Award.
2. Each Participant is eligible to make only one claim per customer. The program budget is capped at \$12,000
3. All Participants are required to upload claim(s) at the end of program period on the Engage & Grow portal. The claim must be accompanied by complete set of supporting document(s) as mentioned in claim format.
4. Claims will be validated against HPE order booking records (Order Booking) on Order Net value in local currency as per eligible criteria 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 Awards after registering as HPE Business Partners and receiving clearance through the required background screening process conducted by HPE.
5. This Program runs from 17th July 2024 – 31st October 2024 (inclusive). All sales registrations and submittal should be completed at the latest on 15th December 2024.

6. Only sales/activities involving Eligible Products and sales to commercial customers are eligible for this Program. Deal registrations and sales involving 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 Award 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.