HPE Engage & Grow for Microsoft ("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 products will be eligible for this Program ("**Eligible Products**"):

HPE SKU Part Number	SKU Description	Rewards Points per Unit
P46171-371	MS WS22 16C Std ROK en/ko/ja SW	800
P46171-AA1	MS WS22 16C Std ROK xt SW	800
P46171-AB1	MS WS22 16C Std ROK zh SW	800
P46155-B21	MS WS22 16C Std FIO UEFI WW SW	800
P46155-291	MS WS22 16C Std FIO UEFI ja SW	800
P46005-B21	MS WS22 16C Std FIO Npi WW SW	800
P46005-291	MS WS22 16C Std FIO Npi ja SW	800
P46123-371	MS WS22 16C DC ROK en/ko/ja SW	6400
P46123-AA1	MS WS22 16C DC ROK xt SW	6400
P46123-AB1	MS WS22 16C DC ROK zh SW	6400
P46128-291	MS WS22 16C DC Reassign ROK ja SW	6400

P45916-B21	MS WS22 16C DC FIO Npi WW SW	6400
P45916-291	MS WS22 16C DC FIO Npi ja SW	6400
P46173-291	MS WS22 10C Ess FIO UEFI ja SW	800
P46174-371	MS WS22 10C Ess FIO Npi en/ko/ja SW	800
P46172-371	MS WS22 10C Ess ROK en/ko/ja SW	800
P46172-AA1	MS WS22 10C Ess ROK xt SW	800
P46172-AB1	MS WS22 10C Ess ROK zh SW	800
P46195-B21	MS WS22 16C Std Add Lic WW SW	800
P46196-B21	MS WS22 4C Std Add Lic WW SW	800
P46199-B21	MS WS22 2C Std Add Lic WW SW	800
P46199-AA1	MS WS22 2C Std Add Lic xt SW	800
P46199-AB1	MS WS22 2C Std Add Lic zh SW	800
P46212-B21	MS WS22 16C DC Add Lic WW SW	6400
P46213-B21	MS WS22 4C DC Add Lic WW SW	1600
P46214-B21	MS WS22 2C DC Add Lic WW SW	1600
P46221-B21	MS WS22 RDS 5Usr CAL WW LTU	1600
P46222-B21	MS WS22 RDS 5Dev CAL WW LTU	1600
P46215-B21	MS WS22 5Usr CAL WW LTU	400
P46215-AA1	MS WS22 5Usr CAL xt LTU	400
P46215-AB1	MS WS22 5Usr CAL zh LTU	400
P46216-B21	MS WS22 5Dev CAL WW LTU	400
P46217-B21	MS WS22 10Usr CAL WW LTU	800
P46218-B21	MS WS22 10Dev CAL WW LTU	800
P46219-B21	MS WS22 50Usr CAL WW LTU	4000
P46220-B21	MS WS22 50Dev CAL WW LTU	4000
P72104-B21	MS AS HCI AKS WS22 DC 16C FIO SW	12000
P72105-B21	MS AS HCI AKS WS22 DC 2C Add Lic FIO SW	2400
P77097-291	MS WS25 16C DC FIO Npi ja SW	8000
P77097-B21	MS WS25 16C DC FIO Npi WW SW	8000
P77101-021	MS WS25 16C DC ROK en/cs/pl/ru/sv SW	8000
P77101-371	MS WS25 16C DC ROK en/ko SW	8000
P77101-291	MS WS25 16C DC ROK ja SW	8000
P77101-AA1	MS WS25 16C DC ROK xt SW	8000
P77101-AB1	MS WS25 16C DC ROK zh SW	8000
P77102-291	MS WS25 16C DC Reassign ROK ja SW	8000
P77102-B21	MS WS25 16C DC Reass ROK en/fr/de/es SW	8000
P77107-B21	MS WS25 16C DC Add Lic WW SW	8000
P77108-B21	MS WS25 4C DC Add Lic WW SW	1600

P77109-B21	MS WS25 2C DC Add Lic WW SW	1600
P77095-291	MS WS25 16C Std FIO Npi ja SW	2400
P77095-B21	MS WS25 16C Std FIO Npi WW SW	2400
P77096-291	MS WS25 16C Std FIO UEFI ja SW	2400
P77096-B21	MS WS25 16C Std FIO UEFI WW SW	2400
P77100-021	MS WS25 16C Std ROK en/cs/pl/ru/sv SW	2400
P77100-371	MS WS25 16C Std ROK en/ko SW	2400
P77100-291	MS WS25 16C Std ROK ja SW	2400
P77100-A21	MS WS25 16C Std ROK EU SW	2400
P77100-AA1	MS WS25 16C Std ROK xt SW	2400
P77100-AB1	MS WS25 16C Std ROK zh SW	2400
P77104-B21	MS WS25 16C Std Add Lic WW SW	2400
P77105-B21	MS WS25 4C Std Add Lic WW SW	800
P77106-AA1	MS WS25 2C Std Add Lic xt SW	800
P77106-AB1	MS WS25 2C Std Add Lic zh SW	800
P77106-B21	MS WS25 2C Std Add Lic WW SW	800
P77103-021	MS WS25 10C Ess ROK en/cs/pl/ru/sv SW	1600
P77103-371	MS WS25 10C Ess ROK en/ko SW	1600
P77103-291	MS WS25 10C Ess ROK ja SW	1600
P77103-AA1	MS WS25 10C Ess ROK xt SW	1600
P77103-AB1	MS WS25 10C Ess ROK zh SW	1600
P77099-291	MS WS25 10C Ess FIO UEFI ja SW	1600
P77098-AD1	MS WS25 10C Ess FIO Npi ko SW	1600
P77098-291	MS WS25 10C Ess FIO Npi ja SW	1600
P77098-B21	MS WS25 10C Ess FIO Npi WW SW	1600
P77112-AA1	MS WS25 5Usr CAL xt LTU	400
P77112-AB1	MS WS25 5Usr CAL zh LTU	400
P77112-B21	MS WS25 5Usr CAL WW LTU	400
P77113-B21	MS WS25 5Dev CAL WW LTU	400
P77114-B21	MS WS25 10Usr CAL WW LTU	400
P77115-B21	MS WS25 10Dev CAL WW LTU	400
P77116-B21	MS WS25 50Usr CAL WW LTU	4000
P77117-B21	MS WS25 50Dev CAL WW LTU	4000
P77120-B21	MS WS25 RDS 5Usr CAL WW LTU	1600
P77121-B21	MS WS25 RDS 5Dev CAL WW LTU	1600
P77122-B21	MS WS25 RDS 50Usr CAL WW LTU	8000
P77123-B21	MS WS25 RDS 50Dev CAL WW LTU	8000

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 be eligible to receive the Award.
(b) Each Participant is entitled to submit only one claim per customer. The maximum Award amount per Participant shall not exceed USD 500 (INR 40,000) 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 specified in the claim format.
(d) 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

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 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.