

## Silver VIP Club Incentive

This incentive program is by invitation only for resellers invited to join the Silver VIP Club program. Only resellers with HPE Silver status who have been invited to and joined the Silver VIP Club program are included and eligible to win.

### Silver VIP Club Incentive Program Requirements and Eligibility

1. Qualifying products include eligible products from the HPE Server, Storage and Services categories only and must be purchased from Ingram Micro during the defined program promotion period – incentive is run quarterly with following promotion periods:
  - Q1: Nov – Jan ; Q2: Feb – Apr ; Q3: May – Jul ; Q4: Aug - Oct
2. HPE Server, Storage & Services purchases will count towards your revenue goal. Please note eligible products may be added or removed at the discretion of Ingram Micro.
3. Eligible products purchased during the program period and returned will be factored into your revenue goal for the program.
4. If you are amongst the top achieving resellers who have qualified to win the prize, Ingram Micro will be in contact within **2-4 weeks** after the close of the quarter.

### Ingram Micro EMEA Incentive Terms & Conditions

The following terms and conditions apply to promotions and marketing campaigns offered by Ingram Micro:

#### Introduction:

1. The promotion ("**Promotion**") is operated by Ingram Micro Europe B.V. ("**Ingram Micro**"), Papendorpseweg 95, BJ 3528, Utrecht, the Netherlands on behalf of its participating affiliated companies in Europe, Middle East and Africa.
2. The Promotion runs for a specific time period (the "**Promotion Period**") as determined by Ingram Micro and described in more detail in the Promotion Details section above. Ingram Micro reserves the right to prolong the Promotion upon notice on the Promotion websites.
3. The Promotion applies to Participants that qualify within the Promotion Period. Details of the Promotion are set out in the Promotion Details section.

#### Eligibility:

4. The Promotion is open to Ingram Micro resellers located with registered business address in any of the countries of the European Economic Area, Switzerland, the United Kingdom, UAE, Saudi Arabia, Lebanon, Egypt & Turkey ("**Participants**"). Employees of Participants ("**Participating Individuals**") may participate in this Promotion only if authorized to do so by their employing Participants. Participating Individuals must be 18 or over at the time the Promotion begins and still be employed by the Participant when the Promotion Period ends. The Participating Individual confirms by acceptance of these Terms and Conditions that s/he has obtained the approval from senior management to receive any prize awarded through the Promotion.
5. The Participant agrees to abide by these Terms and Conditions and will accept that the decisions taken by Ingram Micro shall be final and binding.
6. Employees of Ingram Micro and its subsidiaries in Europe, Middle East & Africa or its agencies are not eligible to enter the Promotion.

#### Prizes:

7. Cash alternatives will not be given in lieu of prizes and no prize substitution shall be granted except at the discretion of Ingram Micro. If a prize cannot be consumed or received by the Participant for any reason or situation on the part of the Participant, the Participant will return the prize to Ingram Micro against no compensation. If a prize cannot be granted due to circumstances beyond the control of Ingram Micro, a substitute prize of equal retail value will be given.
8. Winners will be elected under Ingram Micro's award and selection procedure, which is set up to ensure a fair, independent and non-discriminatory selection of the winners. Winners will be notified by telephone, email or in writing within 30 days as of the award of the prize. If a winner cannot be contacted or is disqualified, Ingram Micro reserves the right to determine an alternate winner by drawing another name from qualifying Participants.
9. The accounting treatment of the prize shall be the Participant's and respective winner's responsibility.

### **Taxes and Liabilities:**

10. Any prize granted in the course of the Promotion may be subject to general restrictions imposed on the provision of such prize by law or any government decision, or to specific identified individuals. In the event Ingram Micro cannot grant the prize for such a reason then it shall use reasonable endeavours to find a substitute prize of equal value.
11. Any tax or social security contributions or incidental expenses arising from the prize shall be the sole responsibility of the relevant winner.
12. If Ingram Micro is required by law to withhold or deduct taxes such taxes will be debited the Participant's account with Ingram Micro. For this purpose the Participant grants Ingram Micro an irrevocable authorisation to debit the value of any taxes resulting from any prizes awarded under the Promotion.
13. By entering the Promotion, Participants and Participating Individuals agree to release and hold Ingram Micro harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion, or resulting from acceptance, possession, participation, or use of any prize, including and without limitation, personal injuries and death (unless caused by Ingram Micro's negligence), as well as property damage and claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.
14. By entering the Promotion, Participants and Participating Individuals agree that any problems with the usability or functionality of the prize are subject to the prize manufacturer's guarantee which is either detailed in the product documentation of the prize or which can be ordered from the manufacturer directly. The winner is responsible for following all instructions and to comply with all requirements to register the prize and raise any claims directly with the manufacturer.

### **General:**

15. Without limiting any other remedies, Ingram Micro may suspend or terminate the participation in the Promotion if Ingram Micro has reasons to believe that the Participant has engaged or are about to engage in, or have been in any way involved in or linked to, fraudulent activity in connection with the Promotion. Ingram Micro may issue a warning suspend or terminate the participation or refuse to grant the prize if (i) the Participant or the Participating Individual is in breach of these Terms and Conditions or any terms incorporated by reference; (ii) despite Ingram Micro's reasonable endeavors, it is unable to verify or authenticate the Participant or the Participating Individual through the information provided upon registration or upon awarding of the prize; or (iii) Ingram Micro believes that the Participant's or the Participating Individual's acts or omissions may cause Ingram Micro financial loss or legal liability.
16. Participants and Participating Individuals agree that, in the event of winning a prize, Ingram Micro may use their name and/or image in publicity and waive any claims to royalty, right, or remuneration for such use.
17. Ingram Micro owns all copyright and other intellectual property rights in the Promotion, and the Promotion or parts hereof may not be used without Ingram Micro's prior written consent. Any intellectual property rights in the prize remain with the manufacturer or publisher.
18. The Participant acknowledges that participation in the Promotion is voluntary and that neither the Promotion nor the prize shall not be construed as any attempt by Ingram Micro to bribe the Participant or Participant Individuals to obtain or retain any business, and that neither the Participant nor Participant Individuals are under any obligation whatsoever to confer any business advantage to Ingram Micro or that the Participant or winner's independence will be affected.
19. The Promotion is governed by the laws of the country in which the participating Ingram Micro affiliate offering the Promotion has its registered office, and any conflict or dispute shall be submitted to the competent courts of such country.
20. Where entry is granted on the basis of hitting sales targets, any returns of target products/solutions during or after the campaign period may impact on the final calculated performance. Where a prize has been awarded, if returns mean that the Participant would not have qualified for entry, the participant agrees to return the prize or the cash value alternative.
21. Ingram Micro reserves the right to modify these Terms and Conditions at any time without advanced warning or notice, to suspend, withdraw or cancel the Promotion for any reason and at any time and to exclude a Participant and/or Participant Individual who do not abide to these Terms and Conditions from this Promotion at any time.