

Terms & Conditions:

Arrow ECS Australia APEX 2018 Program (“Program”)

1. Definitions:

- a. “Alumni” means select Partner(s), by invitation, who participated in the previous Arrow ECS Australia 2017 APEX Program.
- b. “Aruba” means Aruba, a Hewlett Packard Enterprise Company.
- c. “HPE” means Hewlett Packard Australia Pty Ltd (trading as Hewlett Packard Enterprise) (ABN 74 004 394 763) and its related bodies corporate.
- d. “Participant” means a person who is 18 years or older, who is a resident of Australia employed in a sales or technical role by an authorised HPE Partner selling HPE and/or Aruba products and/or services in Australia that is an authorised Arrow ECS Australia Partner during the Program Period and at the time of travel of the prize event.
- e. “Partner” means an authorised Arrow ECS Australia Reseller who is a T2 authorised Business Partner/Silver Partner HPE reseller, or a reseller of Aruba.
- f. “Promoter” means Arrow ECS Australia Pty Limited (“Arrow ECS Australia”) (ABN 70 006 687 056) of Unit 6, 39 Herbert Street, St Leonards, New South Wales, 2065, Australia.
- d. “Program Guide” means a document describing the Program in more detail, as advised and provided by Arrow ECS Australia to the Participants and Partners.
- g. “Program Period” means the entry period from 9.00 AEDT 1 February 2018 – 17.00 AEDT 31 October 2018.
- h. “Competition Points Period” means the competition point accumulation period from 9.00 AEDT 1 February 2018 – 17.00 AEST 31 July 2018 during the “Program Period” and is the period of time in which Partners and their Participants can accrue purchases, points and perform activities that will contribute to the Judging Criteria.

2. Participation in Program

Criteria for participating in the Arrow ECS Australia APEX Program are:

- Being an invited Arrow ECS Australia Partner, including HPE and Aruba T2 authorised partners and Silver partners; and
- Payment of entry fee of AUD950.00

Employees of the Promoter, HPE, Aruba and their associated companies and their immediate families are ineligible to participate.

By participating in this program, the Partner and their Participants warrant that they fulfil the eligibility criteria and agrees to abide by the following terms and conditions, particularly clause 10 (Confidentiality).

3. 60 Day Payment Terms

60 day payment terms applies to the following vendors only from the start of the Competition Points Period

- HPE, Aruba, SimpliVity and Nimble.
- For Alumni Partners only: complementary vendors Arista, Veeam, and Microsoft

For avoidance of doubt, the Partner’s previously agreed payment terms apply to all other purchases outside the Program. For instance, if the Partner’s normal payment terms are 30 days, then that applies to all other purchases from vendors not mentioned above.

Defaulting on 60 day payment terms will result in Partner’s usual payment terms being reinstated for the Program.

Lead Generation

To qualify for lead generation the Program entry fee payment of AUD950 per stream (described below) when a Partner is signed on must be paid. Excludes APEX Alumni Partners or where stated by Arrow ECS Australia by written communication authorising exemption to Partners.

Payment of Program Entry Fee

Acceptance of terms authorises Arrow to issue an invoice for the program entry fee payment of AUD950 per stream. Payment is not required from APEX Alumni Partners, or where stated by Arrow ECS Australia by written communication authorising exemption.

Partner(s) may participate in a maximum of two streams. Non-payment of the entry fee for required Partners thirty (30) days from invoice will disqualify Partners from participating.

4. Judging Criteria

The following factors (which may be added to or changed from time to time) below make up the Judging Criteria. More information may be found in, and supplemented by (where advised by Arrow ECS Australia) the Program Guide. The Judging Criteria are as follows:

- Purchase of eligible products and services through Arrow ECS Australia (refer to the Eligible Products List below);
- Purchases of eligible products and services must be made during the Competition Points Period of 1 February 2018 and 31 July 2018;
- Deals registered with Arrow ECS Australia and through HPE's Deal Registration process;
- Accrual of Program points against eligible products, services and activities outlined in the Program (refer to the Program Guide or as advised by Arrow ECS Australia) during the Competition Points Period, from 1 February 2018 to 31 July 2018 only. Points are assigned on completion of activities and credited to a Partner team upon validation by Arrow ECS Australia;
- Achievement of HPE or Aruba specialisation;
- Partner's attendance and completion of specialisation training and certification within agreed program timeline (refer to Program Guide);
- Partner's execution of marketing lead generation campaigns in conjunction with Arrow ECS Australia throughout the program period (refer to Program Guide);
- Partner's engagement of Arrow ECS Australia's Business Partner Solutions Architect(s) in the demonstration of products and services to end customers as stipulated in the program; and
- Completion of activities as outlined in the Program.
- To qualify for pit stop rewards at Qualifying and Race Day all relevant certification and training activities must be completed
- Alumni Partners may have different judging criteria; as advised by Arrow ECS Australia.

Visa Card Rewards

Visa Card Rewards are awarded on commencement of activities during the Competition Points Period from 1 February 2018 to 31 July 2018. Visa Card Rewards are awarded a maximum of five (5) times per Partner, to the total value of AUD250 AUD and capped at AUD50 per sale, per valid booked purchase order, and is applicable to the following

- first HPE Server, Storage or Aruba sale below AUD25,000 (refer to the Eligible Products List);
- first cross-sell of a HPE Server, Storage or Aruba product (refer to the Eligible Products List); and
- first HPE Server, Storage or Aruba sale above AUD25,000 (refer to Eligible Products List)

Winners in Specialisation Stream (being Datacentre Server, Storage, Wireless and Mobility Streams, detailed in the Program Guide) are based on;

- a. cumulative purchases of eligible products and services;
- b. completion of all Program activities;
- c. total number of points accrued through program activities; and
- d. achievement of specialisation certification

Partners can enter a maximum of one (1) team in each Specialisation Stream. Partners can win in more than one Specialisation Stream.

Alumni Specialisation Stream

Winners in the Alumni Specialisation Stream are based on

- a. highest average growth percentage in revenue;
- b. total number of points accrued through program activities; and
- c. completion of all Program activities

5. The Promoter reserves the right to verify the validity of the data or claims and reserves the right to disqualify any Participant who has not provided correct information or who has otherwise tampered with the entry process or does not otherwise comply with these program terms and conditions.

Arrow ECS Australia will be the final authority in determining the validity of any claims made for eligible purchases.

6. Arrow ECS Australia reserves the right to add to, vary, cancel or revoke the Program, terms and conditions and prizes in whole or in part, or vary the Program Period or Competition Points Period, if it deems any future circumstances warrant such a decision. Arrow ECS Australia will be the final authority with respect to interpretation of the Program rules including final review and participation and award eligibility and no correspondence will be entered into.
7. Arrow ECS Australia may rescind eligibility for Program participation and prizes including, but not limited to, the following circumstances:
 - a. If any sales are found to be fraudulent or via grey marketing;
 - b. If sales are fulfilled using another distributor;
 - c. for unlawful or improper conduct;
 - d. breach of clause 10 (Confidentiality); or
 - e. breach of these terms and conditions.

8. Prizes:

Major Prize: F1 Grand Prix x 4

At the end of the Program Period, the overall winning Partners in each Specialisation Stream (having the highest weighted cumulative purchases of eligible products and services in total over the Program Period and the successful completion of the rest of the Judging Criteria in clause 4) may nominate one (1) sales Participant and one (1) technical Participant to attend an F1 Grand Prix, valued at approximately AUD100,000. Arrow ECS Australia reserves the right to review all nominations and reject the proposed attendee.

The following costs related to the trip for each winning Participant are covered by Arrow ECS Australia:

- Return airfares, including departure taxes for qualified winners;
- Accommodation throughout the program trip; and
- Attendance to the F1 Grand Prix.

The following costs are not covered by Arrow ECS Australia; including but not limited to:

- Airport transfers;
- Hotel room nights on pre/post-program trip dates;
- Room charges and room service;
- Meals not provided as part of the program trip;
- Any social activity not provided as part of the program trip; and
- Any transport outside the program trip dates, or not provided as part of the program trip.

HPE Sales Academy x 4

At the time of the "Phase 1 Qualifying Stage" on 23 February 2018, the Partners with the highest weighted cumulative purchases of eligible products and services in Specialisation Streams of Datacentre Storage, Server and Wireless and Mobility, as at 23 February 2018 and successful completion of the rest of the Judging Criteria in clause 3, will each be eligible to nominate one (1) sales Participant to attend the HPE Sales Academy in Adelaide from 6-9 March 2018.

At the time of the "Phase 1 Qualifying Stage" on 23 February 2018 the Partners with the highest average growth percentage in revenue in Specialisation Stream Alumni, as at 23 February 2018 and successful completion of the rest of the Judging Criteria in clause 3, will each be eligible to nominate one (1) sales Participant to attend the HPE Sales Academy in Adelaide from 6-9 March 2018.

The following costs related to the trip for each winning Participant are covered by Arrow ECS Australia:

- Return airfares (if travelling from interstate in Australia), including departure taxes for qualified winners;
- Accommodation throughout the program trip; and
- Attendance to the HPE Sales Academy.

The following costs are not covered by Arrow ECS Australia; including but not limited to:

- Airport transfers;
- Hotel room nights on pre/post-program trip dates;
- Room charges and room service;
- Meals not provided as part of the program trip;
- Any social activity not provided as part of the Program trip; and
- Any transport outside the Program trip dates, or not provided as part of the program trip.

For further details about the HPE Sales Academy please refer to the HPE Rewards website at hperewards.com.

9. Judging shall take place on 1 August 2018 at 9:00 AEST by Arrow ECS Australia at Unit 6, 39 Herbert Street, St Leonards, New South Wales 2065, Australia. Winners will be notified on 6 August, 2018 by email or phone within 24 hours, and will have five (5) working days in which to confirm acceptance by email to ecsanz.HPE@arrow.com. If acceptance has not been confirmed by that time, the offer may be withdrawn and the prize redrawn.

10. Confidentiality

Participants, Partners and Partners' employees agree to keep the terms of this Program confidential, and not to use or disclose the existence or details of the Program to others, in particular, to other distributors. Arrow ECS Australia can disqualify Partners or Participants for breach of this clause.

11. General

a. Promoter takes no liability for any tax issues which may arise from accepting a Prize in this Program. Winning Partners and their nominated Participants should seek independent tax advice.

b. To the extent permitted by law, Partner agrees to indemnify and hold harmless the Promoter and each of its agents, officers and employees and to keep indemnified, against all loss, actions, costs, expenses, claims and damages arising from any breach by the entrant of these terms and conditions and any award, acceptance, use of or participation in, any component of the price, including any personal injury suffered by a prize winner.

c. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities (including but not limited to consequential and indirect loss) and other terms implied by law, statute or custom are excluded from the Program and these terms and conditions. If, notwithstanding the above, any supply under these terms and conditions is a supply of goods and services to a consumer within the meaning of the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth), nothing contained in these terms and conditions excludes, restricts or modifies any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that to the extent that the Australian Consumer Law permits the Promoter to limit its liability, then the Promoter's liability will be limited to:

- i) in the case of services, the cost of supplying the services again or payment of the cost; or
- ii) in the case of goods, the cost of replacement, supplying equivalent goods, repair of the goods or payment of the cost of replacement, supply of equivalent goods or repair of the goods.

d. The conduct of this Program and these terms and conditions are governed by the laws of New South Wales, Australia. By submitting an entry, the Partner submits to the exclusive jurisdiction of the courts of New South Wales.

e. All entries become the property of the Promoter.

f. By participating in and accepting the terms and conditions of the Program, Participants acknowledge that the personal information they provide will be used for the purposes of administering the Program, and that it may be used by Arrow ECS Australia for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Participant in accordance with the Promoter's privacy policy located at <http://ecs-anz.arrow.com/privacy-policy/>. In conducting the Program, the Promoter may pass personal information to its related bodies corporate and agencies assisting with the Program, which may be outside the participating country. If the information requested is not provided, Participant may not participate in this Program.