

## A. HPE Hybrid IT Trade-Up Program Program Structure

Within the framework of the HPE Hybrid IT Trade-Up Program Program (the “**Program**”), Hewlett Packard Enterprise Company (“**HPE**”) will pay a specified Trade-Up value to Participants (as defined below) for qualifying used products that are returned to HPE in connection with the purchase of qualifying new HPE products eligible to participate in this program (all qualifying products are found in Sections P and Q below and on the web site <http://promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/>).

Promoter: **HPE**

This Program MAY NOT be combined or stacked with any other promotional offers/programs or special pricing agreements offered by HPE during the Program Term.

### Eligible Participants

The company claiming and eligible to receive the Trade-Up value is referred to in these terms and conditions as the “**Participant**”.

This Program is not open to employees of Hewlett Packard Enterprise, their agents, or HPE authorized resellers.

This Program is a service provided to HPE Commercial Business customers by HPE.

### Qualifying Products

The list of HPE qualifying products (“**Qualifying Products**”) can be found on the web site <http://promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/>

The following new purchased products are NOT eligible in this Program and, therefore, will not be used in the calculation of Trade-Up amounts

- a. Evaluation, Demo or used/excess/refurbished products
- b. Consumable supplies
- c. Line-item software
- d. Services
- e. Third-party products

The Program applies to HPE Qualifying Products purchased direct from HPE, through an authorized reseller of HPE in Canada or leased through HPE Financial Services. The Program is not valid if the Qualifying Products purchased will be resold or leased/rented to a third party.

New qualifying products purchased are referred to in the following terms and conditions as “**HPE Qualifying New Products**”.

The used qualifying products which are returned to HPE are referred to as “**Trade-Up Products**”.

### Program Term

The term of the Program including the time for claiming the new HPE Qualifying New Products is specified on the web site: <http://promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/>

HPE retains the right to change or terminate this Program at any time and for any reason within 10 days of notice.

## B. Program rules and requirements

The Program applied only to HPE Qualifying Products purchased in Canada and all Trade-Up Products must also be located and returned to HPE in Canada.

HPE products purchased in any country other than one specified above are not eligible for participation in this Program and HPE will not arrange or accept any cross border shipments of Trade-Up Products in connection with this Program.

This is a like-for-like product Trade-Up only. The Participant must purchase Qualifying HPE Product(s) listed in section P, or on the Program website, and Trade-Up qualifying Trade-Up Product(s) listed in Section Q, or on the Program website, to receive the specified Trade-Up payment amount.

The Participant can claim the Trade-Up value only once for each HPE Qualifying Product purchased.

Only new HPE Products **purchased from HPE or HPE authorized resellers** lease through HPE Financial Services or thru a HPE Greenlake Solution are eligible under the Program. Demonstration products as well as refurbished, remarketed or used products are excluded from the Program.

HPE authorized resellers may file a claim, but it must be on behalf of their end-user and will require a signed [Transfer of Ownership document](#) to be included with the claim information. This document can be uploaded along with the purchase Invoice within the first step of the claim process.

## C. Program steps and timing

A Trade-Up cash back quote is only obtained when the end-user or HPE authorized reseller (whichever is the "Cash Back Designee") registers online and/or submits all required information. At that time a quote number is assigned.

- a. Complete the online request form if you have fewer than 5 servers. To request a quote for 5 or more servers please contact [customer service](#).
- b. If your request will require a pickup at more than one location, you will need to enter a separate claim for each pickup location.
- c. The purchase Invoice must contain the following items: name and address of the End-user customer, name and address of Channel Partner (if not purchased from HPE), model and serial number of the qualifying new HPE units.
- d. In order to be eligible for the HPE Hybrid IT Trade-Up Program, the End-User must purchase qualifying new HPE replacement servers within 90 days before the date of this quote. If you have not purchased your new HPE Server, you may investigate the potential Trade-Up amount by sending the Trade-Up and HPE Server information to [customer service](#).
- e. To submit a claim, select Start the Trade-Up process and complete the online process.
- f. You will be sent a Registration Confirmation email. Your request will then be reviewed and Trade-Up amount determined.
- g. If approved, you will be sent a Registration Approval email which will provide your Trade-Up amount. Also, you will be given a link to accept your Trade-Up amount, verify your pickup address, and confirm the mailing address for the check.
- h. Once the you've finished the online process, you will be sent a Confirmation email. The claim number listed in this Confirmation Email will now identify your claim thru the rest of the process.
- i. Next, you will be sent a Collection of Trade-Up Equipment email which contains an Excel file. Please

complete the Excel file with information around the pickup of your Trade-Up unit(s) and email back to us.

- j. Your pickup information will be forwarded to our Logistics team and an RMA# assigned to your pickup request.
- k. The carrier assigned to your pickup request will work with the site contact to setup a pickup date and time. The pickup of the Trade-Up unit(s) must take place within 90 days of the Trade-Up quote.
- l. Once the Trade-Up unit(s) have been received, payment will be issued via Trade-Up cash back check within 45 days with all payments made in US\$.
- m. The company accepting these Program Terms and Conditions must be the one making the Trade-Up cash back claim. The Trade-Up cash back check will be made out to the Cash Back Designee only.
- n. As this is a Program for Commercial Business customers (not individual consumers), all payments must be made to a Company and not an individual.

## D. Registering with the program

The Participant can obtain information about the Program and request a Trade-Up offer on the web site <http://promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/>

The Participant must register for this Program within 92 calendar days after the purchase date of the HPE Product.

A proof of purchase of the HPE Product must be provided to submit a valid claim request under the Program. If the proof of purchase is not provided within 7 calendar days of submitting the claim request, the request will be cancelled.

## E. Trade-Up Agreement

The Participant can claim the Trade-Up value via the Program website. By accepting the Trade-Up Agreement, the Participant represents and warrants that all Trade-Up Product(s) have been owned by the Participant for at least 6 months, and been used by the Participant.

The Participant also represents and warrants that (i) it holds legal title to the Trade-Up Product(s), free of any liens or security interests; and (ii) that it has the legal right to transfer the Trade-Up Product(s) to HPE free of any restrictions or encumbrances, including third-party software which may not be transferred or for which royalties are due. The Participant shall indemnify HPE from all claims or losses sustained by HPE as a result of any breach of this representation and warranty.

The Trade-Up Agreement between HPE and the Participant is executed through the acceptance of the terms and conditions in course of the registration process on the Program web page: [\(http://promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/\)](http://promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/).

A Trade-Up Agreements that contains false or misleading statements will not be processed. HPE reserves the right to delay payment, and / or review and reject all requests that require investigation due to suspicious activity.

HPE reserves the right to audit all claims to ensure that the terms and conditions of the Program have been met and to request additional information regarding any and all claims and supporting documents.

In the event of false, erroneous claims being submitted by the Participant, or overpayments made by HPE,

the Participant shall, upon 5 days written notice from HPE, forthwith repay or reimburse HPE for any such false, erroneous claims, or overpayments made by HPE, and the Participant shall hold HPE harmless and indemnify HPE from any liability, claims, damages and tax liabilities arising in such circumstances.

HPE is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents or otherwise obstructs the Participant from participating in the Program.

To the full extent permitted by applicable law, HPE shall not be liable for any loss, damage or injury of any nature howsoever caused to Participants pursuant to this Program.

HPE reserves the right to amend the terms and conditions of this Program at any time without notice.

HPE may cancel this Program where required to do so for legal or commercial reasons arising from applicable laws.

## **F. Proof of purchase of the new HPE product**

The proof of purchase of the HPE Product must contain the following information:

- | Name and address of the end-user customer
- | Name and address of the HPE reseller, in accordance with the statement on the letterhead
- | Model and serial number of the new HPE product

In addition to the invoice for the HPE Product, HPE reserves the right to request from the customer further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes, etc.)

## **G. Terms and Requirements for the Trade-Up Products**

The Trade-Up values as indicated on the Program website only apply for Trade-Up Products that are operational. The Trade-Up Product(s) must be returned complete, in good working condition and with all original accessories.

The Participant is responsible for removing all data, including without limitation, any personally identifiable information or protected healthcare information, from all products before shipping the products to HPE under this Program. By sending any product to HPE, the Participant agrees to release HPE from any claim for loss or damages related to the data stored in such product, or in any media or data storage device included with such product that you send to HPE, and including claims alleging breach of security, integrity, confidentiality, disclosure or unauthorized use of any such data. HPE will not be responsible for securing, protecting, maintaining confidentiality or otherwise managing any form of data or information that is stored on or otherwise contained in any product that the Participant sends to HPE or an HPE service provider (including any computer hard drive, ROM, CD-ROM, disk or other storage media of any form).

HPE is not authorized to receive products that are classified as hazardous waste or shipped with a hazardous waste shipping document (e.g. Uniform Hazardous Waste Manifest in the U.S.).

This Program is not intended for any Trade-Up Product that is or has become a contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments. Products that may be contaminated must be decontaminated prior to their delivery to HPE.

The following items are UNACCEPTABLE and SHALL NOT BE INCLUDED IN SHIPMENTS TO HPE:

- | Loose batteries

- | Loose lamps
- | Loose mercury relays
- | Loose print cartridges (For HPE cartridge recycling see: [www.hpe.com/recycle](http://www.hpe.com/recycle))
- | Chemicals of any type
- | Any broken CRT glass

ANY PRODUCTS, ITEMS, OR MATERIALS OTHER THAN THOSE SPECIFICALLY LISTED IN SECTION Q.

## H. Trade-Up Value Terms

The Trade-Up value is paid by HPE to the Participant upon HPE's satisfaction that the Participant has fully complied with these terms and conditions and the associated instructions. The payment will be made by cheque within 45 days of receipt of the Trade-Up unit(s).

The Trade-Up value will be the amount listed on the program website at the date of purchase of the new HPE Product.

## I. Logistics

The Participant is responsible for the de-installation of the Trade-Up Product(s) and must properly prepare the Trade-Up Product(s) for shipment. The cost for shipping and recycling, if applicable, of any conforming Trade-Up Product(s) that are returned in accordance with the terms and conditions of this Program will be borne by HPE. HPE reserves the right to charge Participant for any transportation costs it occurs in connection with the delivery of any nonconforming products under this Program or for Participant's failure to comply with the Program terms and conditions.

To avoid damages and /or delays during transportation and processing of the Trade-Up Product(s), the Participant must adhere to the instructions below:

The Trade-Up Product(s) must be packed in sturdy cardboard boxes suitable for shipping.

If the box weight exceeds 50 pounds it must be provided on a pallet.

The shipping label provided with the registration must be attached to the outside of the box and should remain easily accessible even when stacked on a pallet.

The shipping label should be secured with transparent shipping tape to prevent separation.

Trade-Up Product(s) received without the shipping label attached may not be properly processed.

HPE is not responsible for paying for proper packaging of the Trade-Up Product(s).

HPE will pay the Trade-Up shipping costs (quantity limits may apply).

Trade-Up Product(s) prepared for collection must be located on the ground floor. Exceptions to this must be addressed to the HPE carrier.

On the agreed date, HPE will dispatch a carrier to the address stated by the Participant in the web registration. If it is not possible for the HPE carrier to come on the agreed date, the carrier will contact the Participant to agree to a new date. If the Trade-Up Product(s) are not ready for pick-up on the agreed date and the HPE carrier has to come again on another day, the Participant will be charged any costs incurred by HPE for the missed pickup.

The period between HPE's acceptance of a Trade-Up request and the collection of the Trade-Up Product must not exceed 30 calendar days.

## **J. Transfer of Ownership and Risk of Product Loss**

Ownership and risk of loss of the Trade-In Product will be transferred to HPE upon acceptance of the Trade-In Product at the HPE designated processing center. The delivery of the Trade-In Product to HPE's designated processing center shall be final and effective to transfer title of such product to HPE or HPE's designated service provider free and clear of all liens and encumbrances.

## **K. Non-return of Trade-In Product(s)**

Trade-In Products must be returned to HPE to qualify. Except, as provided in section L below, after collection by HPE, no Trade-In Product (including accessories) can be returned to the Participant. All accepted Trade-In Products remain the property of HPE.

## **L. Non-compliance with the Program Terms**

The Trade-In Product(s) must match the details provided during the registration process and be in good working condition. All Trade-in Products are subject to inspection and acceptance by HPE upon receipt. If the Trade-in Products are not delivered to HPE within the timeframe set forth above, or are not delivered complete and in the stated condition, HPE reserves the right to recalculate the Trade-in value or to return or recycle any non-conforming products at Participant's expense.

## **N. Fraudulent Claims**

If in HPE's sole discretion it is determined that Participant has submitted a fraudulent claim(s), such claim(s) will be rejected by HPE. HPE reserves the right to take legal action with respect to any such fraudulent claim(s).

## **O. New HPE Product Returned**

If an HPE Product is returned (thus revoking the sales contract) no claim may be made for the Trade-In value associated with that HPE Product. If the Trade-In value has already been paid, it must be fully paid back to HPE by the Participant.

**THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH DELAWARE LAW, AND NO CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. BY ACCEPTING THE TERMS AND CONDITIONS, YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS WILL BE FILED ONLY IN STATE OR FEDERAL COURT LOCATED IN DELAWARE AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS.**



## P. HPE Qualifying New Products

<b>Rack:</b>			
HPE ProLiant DL160 Gen10	HPE ProLiant DL180 Gen10	HPE ProLiant DL325 Gen10	
HPE ProLiant DL325 Gen10+	HPE ProLiant DL345 Gen10+	HPE ProLiant DL360 Gen10	
HPE ProLiant DL365 Gen10+	HPE ProLiant DL380 Gen10	HPE ProLiant DL380 Gen10+	
HPE ProLiant DL385 Gen10	HPE ProLiant DL385 Gen10+	HPE ProLiant DL560 Gen10	
<b>Tower:</b>			
HPE ProLiant ML110 Gen10		HPE ProLiant ML350 Gen10	
<b>ProLiant DX Series:</b>			
Any ProLiant DX server			
<b>Synergy Compute Module:</b>			
HPE Synergy 480 Gen10 Compute Module	HPE Synergy 660 Gen10 Compute Module	HPE Synergy Frame	
<b>Apollo:</b>			
HPE Apollo 2000 Gen10		HPE Apollo 4510 Gen10	

## Q. Qualifying Trade-Up Cash Back Amounts

Ratio of Trade-Up Servers to New Gen9 and Gen10 Servers	Cash Back Each for HPE Trade-Up Servers	Cash Back Each for non-HPE Rack & Tower Trade-Up Servers	Cash Back Each for non-HPE Blade Trade-Up Servers
1-to-1	\$ 100	\$ 200	\$ 300
2-to-1	\$ 75	\$ 150	\$ 250
4-to-1	\$ 50	\$ 100	\$ 200

### Accelerated Server Trade-Up Program Supplemental Program to the HPE Hybrid IT Trade-Up Program for Canada

This Accelerated Server Trade-Up Program terms constitute a supplement to the HPE Hybrid IT Trade-Up Program for Canada ([promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/](http://promotions.ext.hpe.com/WMCF.Web/ca/en/landing/promotion/89705/)) and the HPE Hybrid IT Trade-Up Program Terms & Conditions (collectively “**Trade-Up Program**”).

In the event of any conflict between the Accelerated Server Trade-Up Program and the Trade-Up Program, the Accelerated Server Trade-Up Program will prevail. Capitalized terms not otherwise defined in the Accelerated Server Trade-Up Program are defined in the Trade-Up Program.

The Accelerated Server Trade-Up Program is offered in addition to the Trade-Up Program, under the following terms and conditions:

1. In addition to the Cash Back, HPE will offer a \$300 (three hundred dollars) or \$600 (six hundred dollars) Trade-Up cash back for each qualified Trade-Up server and purchase of a new HPE server depending on the Trade-Up server manufacturer.
2. The trade- in ratio shall be 1 Trade-Up qualified server to 1 HPE server.
3. Each customer will be allowed to claim up to a maximum of 100 Trade-Up servers if HPE branded Trade-Up servers and a maximum of 40 Trade-Up servers if Competitor branded Trade-Up servers.
4. This Program is a limited offer and shall automatically expire, without notice, once the fixed number of qualifying claims is reached. HPE may amend this site at any time by posting the amended terms on this site. Terms are effective immediately upon posting.

5. The terms and conditions of the Trade-Up Program that has not been modified due to the Accelerated Server Trade-Up Program will remain in full effect and shall be binding for the parties.
6. Including the Trade-Up hard drives and memory is not necessary in order to receive the qualifying amount for the Accelerated Server Trade-Up Program.
7. This offer cannot be combined with Offer#2: HPE Synergy Chassis and Compute Module Trade-Up.

## **HPE Synergy Chassis and Compute Module Trade-Up**

By **July 31, 2022**, take advantage of these HPE Synergy Trade-Up offers:

- | \$2,000 for the Trade-Up of HPE Blade Chassis towards the purchase of HPE Synergy Chassis
- | \$500 for the Trade-Up of any server towards the purchase of HPE Synergy Compute Modules
- | The maximum cash back per claim is \$40,000
- | This offer cannot be combined with Offer Accelerated Server Buy Back Program.
- | The trade- in ratio shall be 1 Trade-Up qualified server to 1 HPE server.