

HPE Superdome Trade-Up Program is a service provided to HPE Commercial Business (non-consumer) customers by HPE, an independent third party. By agreeing to these terms and conditions, you hereby release HPE and its respective directors, employees and agents from any disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to, your use of HPE services, including, without limitation, uncompleted or completed transactions and any claims or disputes between you and HPE. If you have any questions, please contact [customer service](#). HPE may amend the terms and conditions mentioned on this site at any time by posting the amended terms on this site. Terms are effective immediately upon posting.

## Program overview

The money provided to the user for the Trade-Up ("Cash Back") may be referred to in individual Program documents variously as a "refund," "rebate," "Trade-Up allowance," "cash back," or other similar phrase.

## Trade-Up proof-of-ownership requirements

By agreeing to these Program terms and conditions, you warrant that all Trade-Up equipment has been owned by the end-user for at least 1(one) year and has been used in the end-user's business in the last 1(one) year. Use of such equipment or the sale and shipment of such equipment must not violate any applicable laws, statutes, ordinances or regulations, including export laws. You are responsible for complying with any and all such laws. Any equipment you seek to sell using HPE services: (1) shall not infringe on third-party intellectual property rights (including copyright, trademarks, patent, trade secrets or other proprietary rights; (2) shall not be counterfeit, stolen, or fraudulent.

## Program rules and requirements

1. The HPE Superdome Trade-Up Program ([www.hpe.com/ca/HPESuperdometradein](http://www.hpe.com/ca/HPESuperdometradein)) is available to Canada based commercial customers (end-users and HPE authorized resellers, only) buying qualifying HPE Superdome or HPE Apollo units either directly from HPE or through an authorized HPE reseller or vide lease through HPE Financial Services or as a HPE GreenLake Solution. HPE authorized resellers may file a claim, but it must be made on behalf of their end-user and will require a signed Transfer of Ownership (link to document) document signed by the end-user to be included with the claim information. This document needs to be uploaded along with the purchase Invoice as the first step of the claim process.
2. Hewlett Packard Enterprise Company, HPE and Hewlett Packard Enterprise Storage organization reserve the right to alter or withdraw this Program at any time without any prior notice.
3. A quantity of one (1) qualified Trade-Up server is permitted for everyone (1) eligible HPE Superdome or HPE Apollo purchase.
4. The following newly purchased products are NOT eligible in this Program and, therefore, will not be used in the calculation of Trade-Up amounts:
  1. Evaluation, Demo or used/excess/refurbished products
  2. Consumable supplies
  3. Line-item software
  4. Services
  5. Third-party branded products
5. Non-compliance with the Program guidelines and requirements may result in, but is not limited to, non-eligibility/disqualification from the Program.

## Trade-Up proof-of-ownership

All Trade-Up equipment must have been originally purchased and currently located in Canada. The customer must represent that it holds free and clear title to the equipment. The customer must have used the server for its own internal business purposes only and be the original warranty holder and not a leasing company, brokerage house or agent thereof.

## Trade-Up pickup and delivery

1. The customer is required to prepare the Trade-Up for shipment. This includes securing the Trade-Up equipment either in boxes or on pallets for pick-up at a loading dock by our designated delivery carrier. The customer must complete de-installation of the used equipment.
2. You agree to remove all data from your current product before shipping it. You are responsible for removing all data, including without limitation, any personally identifiable information or protected healthcare information, from your current product before shipping it. By sending HPE your product, you agree to release HPE from any claim as to the data stored in such product, or in any media or data storage device included with any product that you send to HPE, and for the security, integrity, confidentiality, disclosure or use of any such data. HPE and HPE will not be responsible for securing, protecting, keeping secret or otherwise managing any form of data or information that is stored on or otherwise contained in any product that you send to HPE (including any computer hard drive, ROM, CD-ROM, disk or other storage media of any form).
3. HPE will pay the Trade-Up shipping costs - subject to your compliance with point no.1 mentioned herein above. The maximum cash back per claim is USD \$40,000.
4. The Trade-Up products must be in Canada.
5. Partial returns invalidate the quoted Trade-Up cash back amount.

## Receipt and validation of Trade-Ups by HPE

1. **HPE shall not be responsible for the loss, safekeeping, or maintenance in confidence of any data resident on the Trade-Up products.**
2. The Trade-Up product serial number, model number, its configuration and condition must match what was provided to HPE according to the Trade-Up Program instructions. If they do not match, HPE reserves the right to recalculate the Trade-Up cash back quote value at its sole discretion or return the Trade-Up product, if possible. If the product is returned, the Cash Back Designee will be responsible for any and all associated shipping costs.
3. The Trade-Up products must be Complete and in Good Working Condition. "Complete" means that the Trade-Up products will include, at a minimum, all hardware, software and component parts and copies of all applicable license(s) needed for the Trade-Up products to execute a POST (Power On Self Test). "Good working condition" means that, at a minimum, all parts of the Trade-Up products will operate in accordance with their specifications.
4. Upon receipt and prior to issuance of any cash back, all Trade-Up products are subject to inspection and acceptance by HPE per sections (2) and (3) herein above. If Trade-Up products are not delivered to HPE within the timeframe as set forth above, or are not delivered to HPE "Complete" (defined as including all components as listed in the Trade-Up Agreement) and in "Good Working Condition" (defined as successfully booting and executing a POST – power-on self-test), HPE reserves the right to recalculate the Trade-Up cash back value at its sole discretion or return the Trade-Up product to the customer, if possible. If the product is returned to the customer, the Cash Back Designee will be responsible for any and all associated shipping costs.
5. The end-user and HPE authorized reseller (if the reseller is the Cash Back Designee) each warrants that the Trade-Up products are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due. The end-user and HPE authorized reseller each shall indemnify HPE from all claims or losses sustained by HPE as a result of any breach of this warranty.
6. Risk of loss for the Trade-Up products shall remain with the end-user or HPE authorized reseller (as determined between end-user and HPE authorized reseller) until delivery of the same to HPE's designated carrier.
7. The delivery of the Trade-Up products to HPE's carrier shall be final and effective to transfer title of such products to HPE free and clear of all liens and other encumbrances. No Trade-Up products or any part thereof will be returned to the customer.
8. Title of the Trade-Up product passes at the earlier of either the Cash Back Designee receiving the Trade-Up cash back or HPE's carrier has picked up the Trade-Up product.

## Transmission errors

HPE makes every effort to ensure the accuracy of all information that you receive in relation to your Trade-Up product. In the event of typographical errors, technical inaccuracies, or product pricing errors or omissions, HPE reserves the right to correct the error within seven (7) calendar days of the trade. If HPE corrects the error, HPE will provide you with the following options: (1) to proceed with the transaction based on the corrected information; or (2) to cancel your transaction, in which case HPE will promptly send the Trade-Up product back (if possible) or replace it with comparable product (i.e., similar make, model and condition).

## Fraudulent claims

Submitting false/fraudulent claims for availing Program benefits will disqualify end-user's or HPE authorized reseller's claim, make end-user or HPE authorized reseller ineligible for future participation in HPE Programs, and may subject end-user or HPE authorized reseller to civil liability or criminal prosecution.

## Program changes or termination

This Program is subject to change or termination at any time, without notice, by Hewlett Packard Enterprise Company. All Trade-Up transactions are subject to the approval of Hewlett Packard Enterprise. These terms and conditions are governed by and construed in accordance with Canada law, and no conflict of laws provisions of any jurisdiction will apply to these terms and conditions. By agreeing to these 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 Canada 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.

## HPE Superdome Trade-Up Program

If you are a Canadian based Commercial Business (non-consumer) customer with [qualifying servers to Trade-Up](#) we will offer you up to \$2,000 Trade-Up amount depending on the Trade-Up manufacturer (either HPE or Competitor/non-HPE) toward the purchase of HPE Superdome or HPE Apollo. Also, we will offer free shipping, handling and recycling when you purchase qualifying new enlisted [HPE Superdome](#) or HPE Apollo. The trade-in ratio shall be one (1) Trade-Up qualified server to one (1) HPE Superdome. The maximum cash back per claimant is USD \$40,000.

Purchase your new **HPE Superdome** or HPE Apollo unit(s) between 1er novembre 2021 thru 31 juillet 2022 (both days inclusive) direct from HPE or buy through an authorized HPE reseller or lease through HPE Financial Services. HPE authorized resellers may file a claim, but it must be on behalf of their end-user and will require a signed **signed by the end-user** to be included with the claim information. This document will need to be uploaded to [www.hpe.com/ca/HPESuperdometradein](http://www.hpe.com/ca/HPESuperdometradein) along with the purchase Invoice as the first step of the claim process.

## List of Qualified HPE Servers for Purchase under the program:

- | HPE (DL560, DL580, CS500, CS900)
- | Competitor non-HPE server with a minimum of four (4) sockets
- | HPE Apollo

## List of Qualified HPE Superdome for Purchase under the program:

- | HPE Superdome Flex
- | HPE Superdome Flex 280

## Trade-Up Amounts

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# Conditions générales

Trade-Up Manufacturer	New HPE Server - HPE Superdome	New HPE Server - HPE Apollo	New HPE Server - HPE Converged System	New HPE Server - HPE ProLiant
HPE	\$1,000	\$300	\$300	\$300
Competitor/non-HPE	\$2,000	\$600	\$600	\$600

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH CALIFORNIA 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 AND/OR THE PROGRAM WILL BE FILED ONLY IN STATE OR FEDERAL COURT LOCATED IN CALIFORNIA 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.HPE RESERVES THE RIGHT TO TERMINATE, ALTER OR MODIFY THESE TERMS AND CONDITIONS AT ANY TIME.