

## A. AMD Servers Distributor Cashback – Program Structure

Under the AMD Servers Distributor Cashback Program (the '**Program**'), HPE Distribution Partners qualify for incentive for purchase and sale of eligible HPE Products between 12/1/2021 and 12/31/2022 to receive cashback ('**Cashback**') between the first day of the month in which the registration is received by HPE and the applicable cashback period thereafter, but no longer than Program End Date as indicated in Section C.

The registration to participate must be received before 12/31/2022.

This Program applies to purchases of eligible HPE Products made directly from HPE and HPE Product sale made with HPE Channel Partners of all partner levels.

### Participants

To qualify for the Program, an HPE Distributor must, for the duration of the Program, meet the following prerequisites ("Prerequisites"):

- i. Have a valid HPE Partner Agreement with HPE product exhibits, and
- ii. Comply with the HPE selective distribution criteria applicable to HPE Distributors and posted on the HPE Partner Portal.

Only authorized HPE Distributors, are allowed to participate in the Program.

HPE Distributors who have successfully registered to participate in the Program are referred to herein as "**Participants**".

Registration guidance is provided under Section C below.

### Products

HPE Products purchased to stock and sold to HPE Channel Partners eligible for Cashback are referred to herein as "**HPE Products**".

The Program is valid in respect of new HPE Products purchased directly from HPE, Used products or HPE Renew products do not qualify for cashback.

Please see eligible HPE Products and cashback amounts in Appendix A of this document.

### Promoter (referred to herein as 'HPE'):

#### **Hewlett-Packard International Sarl**

Route du Nant-d'Avril 150  
CH-1217 Meyrin/Geneva  
Switzerland

### Paying Entity:

#### **Hewlett-Packard International Sarl**

Route du Nant d'Avril 150  
CH-1217 Meyrin/Geneva  
Switzerland

## B. Program Rules and Requirements

The Program is valid in Malta.

Per Participant (unique HPE Partner ID) only one registration is accepted.

The cashback period starts the first day of the month the Participant registered with the Program and ends 12/31/2022.

The Participant receives Cashback for HPE Products purchased to stock in the country of the participant, and receiving Cashback for HPE Products sold to Channel Partners in all countries of service, within the cashback period.

The date of the seller's invoice shall be considered as the date of purchase or date of sale.

Cashback amounts are specified in the HPE Product table in Appendix A of this document.

## **C. Program Steps and Timing**

Qualifying HPE Partners can obtain information about and register for the Program on the web site [www.www.hpe.com/eu/PartnerCashback](http://www.www.hpe.com/eu/PartnerCashback).

Registrations for participation must be submitted online, at [www.www.hpe.com/eu/PartnerCashback](http://www.www.hpe.com/eu/PartnerCashback) between 12/1/2021 and 12/31/2022.

Documents and data provided in connection with the Program are exclusively used for validation of eligibility to participate in the Program. The information will not be shared with any other processes or function outside the Program.

Participants who do not provide HPE with all mandatory information during registration will be notified via email and offered the opportunity to provide the missing items within 7 calendar days. If the Participant still fails to provide the missing information or otherwise comply with the terms and conditions, the registration will be rejected.

The Cashback amount for HPE Products is calculated by HPE on a monthly basis, based on HPE's shipment report and HPE sell-out report.

The Cashback is paid monthly by HPE to the Participant. The payment will be made by electronic bank transfer to the bank account provided with the registration.

Payments can only be made to a bank account within the country of the Participant.

Cashback calculated in accordance with the Program Terms are exclusive of VAT.

HPE will apply local mandatory VAT when processing the payments.

The Participant should fulfill any tax obligations imposed by local tax legislation.

For questions regarding the Program or the status of your claim, please email: [cashback@tps.mail.hpe.com](mailto:cashback@tps.mail.hpe.com). Alternatively, for claim status lookup, please check the URL available with the confirmation email.

## **D. Additional Terms**

By completing the registration process the Participant confirms acceptance of these terms and conditions.

HPE reserves the right to disqualify incomplete, altered or illegible claims in its sole discretion.

Participants submitting fraudulent claims will be excluded. HPE reserves the right to take legal action.

HPE reserves the right to audit all requests 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 incorrect payments made by HPE the Participant shall repay any such incorrect payment not later

than 28 days after receipt of written notice from HPE. The Participant agrees that HPE shall not be responsible or otherwise liable for any liability, losses, claims, damages or tax liabilities that might arise 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 restricts the Participant from participating in the Program.

HPE shall not be liable for any loss, damage, cost, expense or other liability suffered or incurred by Participants arising out of or in connection with their participation in this Program. However, nothing in these terms shall exclude or restrict HPE's liability for death or personal injury of Participants caused by HPE's negligence or any liability which may not be excluded or limited by applicable law.

HPE reserves the right to cancel or amend the terms of this Program at any time for any reason, with or without prior notice.

The Cashback payment will be made subject to HPE's satisfaction that the Participant has fully complied with these terms and conditions and the associated instructions.

The decision of HPE in respect of any and all aspects of this Program will be final and binding.

This Program is subject to the laws of the Promoter's country. In case of dispute, the courts of the locale of the Promoter will have jurisdiction.

If an HPE Product is returned (thus revoking the sales contract) no claim may be made for Cashback payment. In case the Cashback payment has already been paid, it must be repaid to HPE in full.

## Appendix A: Eligible HPE Products

			Cashback EUR	
Platform	SKU	Description	Buy to stock	Sell-Out
DL325	P38477-B21	HPE DL325 G10+ v2 7313P 1P 32G 8SFF Svr	50	50
DL345	P39266-B21	HPE DL345 Gen10+ 7313P 1P 32G 8SFF Svr	50	50
DL365	P39367-B21	HPE DL365 Gen10+ 7313 1P 32G P408i-a 8SFF 800W Svr	50	50
DL385	P39122-B21	HPE DL385 G10+ v2 7313 1P 32G 8SFF Svr	50	50