

A. WS2019/WS2022 ROK Cashback Program for Channel Partners – Program Structure

Under the WS2019/WS2022 ROK Cashback Program for Channel Partners (the 'Program'), HPE Partners who have successfully registered to participate in the Program (the 'Participants') qualify to receive a cashback incentive ('Cashback') from the sale of eligible HPE Products. The registration to participate must be received between 01.02.2021 and 31.07.2022.

Participants

Only HPE Channel Partners (Platinum, Gold, Silver and Business and Proximity partner-status), excluding Distributors, are accepted to register with the Program.

Eligible Products

The list of HPE Products eligible for the Cashback payment can be found in Appendix A of this document and are referred to herein as the "HPE Products".

The Program is valid in respect of HPE Products purchased directly from HPE or an authorized HPE Distributor within the Program period.

HPE Renew products are not eligible under this Program.

Promoter (referred to herein as 'HPE'):

Hewlett Packard Enterprise Polska sp. z o.o
ul. Szturmowa 2A
02-678 Warszawa
Polska

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 Poland.

Active sales of HPE Products eligible for Cashback under the Program must be made to end-customers located in Poland.

The Cashback amount is calculated based on monthly sellout quantity.
An eligible transaction consists of 1 qualified HPE Server and 1 HPE Product.
By partner status a minimum monthly incentive threshold must be achieved to qualify for payment.
Monthly total incentive by Participant is capped at a maximum amount.

See the table in Appendix A for calculation threshold amount details.

C. Program Steps and Timing

Qualifying HPE Partners can obtain information about and register for the Program on the web site www.hpe.com/eu/PartnerCashback

The cashback period starts with the month the Participant's registration was received and ends with the Program

end date 31.07.2022, or if the Participant does no longer meet the participation requirements.

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.

Partners 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 Partner 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 purchased during the promotion period is calculated by HPE on a monthly basis, based on the Distributor(s) sell-out data.

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

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

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

Cashback calculated in accordance with the Program Terms is 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.

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. 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.

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.

Participants may terminate their participation to the Program at any time by giving HPE written notice.

HPE reserves the right to suspend the Program at any time by written notice posted on the HPE Partner Portal or otherwise. HPE may cancel or amend the terms of this Program at any time for any reason, by written notice posted on the HPE Partner Portal or otherwise.

Participation to the Program is terminated in the event the Partner Agreement of the Participant is terminated.

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 Poland. In case of dispute, the courts of Poland will have jurisdiction.

Appendix A: Eligible HPE Products

The Cashback is calculated based on unit sold under a unique Partner ID. A qualifying HPE Server must be sold in combination with a HPE Product to make up an eligible transaction.

[Product list](#)

Incentive Threshold

By Partner Level a monthly incentive amount must be achieved to qualify for payment. Incentive lower than the threshold amount will not be paid.

By Participant, the monthly maximum incentive amount is capped at a flat amount.