# Terms & conditions

**A. Aruba Airwave Trade-In Structure**
Under the Aruba Airwave Trade-In (the "**Program**"), end-user customers qualify with the purchase of eligible Aruba Products to receive a refund for their Aruba Airwave support contract ("**Trade-In Refund**") as set forth in the Program.

**Participation in the program is consisting of 4 key steps.**

- The seller ("**Actor**") applies to participate before purchase of the Aruba Products with an active HPE Deal ID.
- The review and approval of the application by HPE Aruba,
- After delivery of the new Aruba Products, the beneficiary raise the request for refund.
- After successful validation of the request HPE Aruba submits the refund amount to the provided bank account

**Participants**
Only HPE Aruba commercial end-user customers are allowed to participate in the Program.

HPE Aruba Channel Partners can process a claim on behalf of end-user customers.
This Program excludes participation from public sector customers as per HPE definitions.

The Actor determines the beneficiary of the Trade-In Refund. Either themselves or the End-User Customer who purchased the eligible Aruba Products and returns the Trade-In Products against that purchase.

The entity entitled to receive the Trade-In Refund will hereby be referred to as "**Participant**".

The End-User Customer receives the financial benefit of the Program either directly through the payment of the trade-in allowance or a purchasing discount granted by the Participant (in case the Actor is the Participant) which results in an equivalent amount.

**Eligible Products**
The list of Aruba Products to purchase and qualify for participation, can be found in Appendix A of the Program and are referred to herein as the "**Aruba Products**".

The Aruba Airwave Products replaced by the Aruba Products are referred to herein as "**Trade-In Products**"

The Trade-In Products must have been legally owned by the End-User Customer for at least 6 months.

The Program is valid in respect of Aruba Products purchased from HPE Aruba or an HPE Channel Partner between 01.06.2021 and 30.04.2024 ("**Program Term**").

**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.

End-customers must be located in Poland.

Aruba Products purchased in a country other than the Participant residence country are not authorized for participation and will not entitle a Trade-In Refund.

The Program cannot be used in conjunction with any other incentive or promotion HPE Aruba is offering for the Aruba Products.

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

The Actor must provide an active HPE Deal ID or HPE Offer ID with the application to participate in order to support the review and approval of the application.

The calculated refund amount is not guaranteed if any special pricing conditions apply to a deal. In such case HPE Aruba may need to amend the offer depending on other pricing agreements.

**If the Actor is Participant**
A Transfer of Ownership document (available under https://promotions.ext.hpe.com/Docs/HPE_transfer_of_ownership_en.pdf), is mandatory agreement between End-User Customer and the Participant in order to certify the paragraphs below.

A. With the acceptance of the trade-in agreement, the participant warrants to hold legal title to the Trade- in Products, the Trade-In Products are free of liens or security interest, the ownership is not subject to the rights of third parties and the Participant has the legal right to transfer the Trade-in Products to HPE.
B. The Participant warrants that the Trade-in Products are free of any restrictions or encumbrances, including third party software which may not be transferred or for which royalties are due.

Payments can only be made to a bank account within the country the Participant registered for the Program.

See the table in Appendix A for Trade-In Refund and Aruba Product information.

Trade-In Refund calculated in accordance with the Program Terms is exclusive of VAT.

HPE Aruba will apply local mandatory VAT when processing the payments.

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

For avoidance of doubt: (1) in case the Participant purchases the Products directly from HPE, unless otherwise agreed in writing, HPE's Standard Purchase Terms and Conditions as posted on HPE's website (HPE.com) will apply to the purchase, and; (2) in case the Participant purchases the Products indirectly through an HPE Partner, the terms as agreed between the Participant and the HPE Partner will apply, and this Program shall not create a direct engagement between the Participant and HPE Aruba with respect to such purchase other than specifically set forth herein.

The ownership of the Trade-In Products will be transferred to HPE upon handover of the product to the designated HPE Test Center.

**C. Program Steps and Timing**
The Actor or the Participant can obtain information about the program, calculate a non-binding offer and apply for participation at Program startpage.

Applications for Trade-In Refund must be submitted online, before purchase and expire after 90 days. Within that period HPE Aruba expects the purchase and the delivery of the Aruba Products had been completed.

In case the purchase offer for the Aruba Product expired and a new HPE Deal ID had been created, a new application with reference to the most recent HPE Deal ID must be submitted.

A file with the Aruba Airwave support contract number and contract holder must be uploaded during the request procedure,

A trade-in request must be submitted online, within the validity period of the application and latest 30 days after date of purchase. The date of the proof of purchase shall be considered as the date of purchase.

A proof of purchase is required to complete the request, if not specified differently, this is considered to be the end-customer invoice.

The proof of purchase must contain the following information:

- Name and address of the End-User Customer
- Name and address of the Seller, in accordance with the letterhead
- Model and serial number of the HPE Product.

The mandatory proof of purchase documents must be uploaded during completion of the request procedure.

When the Actor is Participant the completed Transfer of Ownership document (available under https://promotions.ext.hpe.com/Docs/HPE_transfer_of_ownership_en.pdf), indicating all Trade-In Products subject to the claim, signed by the End-User customer is required.

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 Aruba with all mandatory information and proof during the request procedure 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 request will be rejected.

The Trade-In Refund is paid by HPE Aruba to the Participant. The payment will be made by electronic bank transfer within 30 calendar days after successful validation of the request.

For questions regarding the Program or the status of your claim, please email: trade-in@tpps.mail.hpe.com.

Alternatively, for claim status lookup, please check the URL available with the confirmation email.

**D. Other Terms**
By completing the request process the Participant confirms acceptance of these terms and conditions.

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

Participants submitting fraudulent claims will be excluded. HPE Aruba reserves the right to take legal action. If an Aruba Product is returned (thus revoking the sales contract) no claim may be made for Trade-In Refund payment.

In case the Trade-In Refund payment has already been paid, it must be repaid to HPE Aruba in full.

HPE Aruba 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 Aruba the Participant shall repay any such incorrect payment not later than 28 days after receipt of written notice from HPE Aruba. The Participant agrees that HPE Aruba shall not be responsible or otherwise liable for any liability, losses, claims, damages or tax liabilities that might arise in such circumstances.

HPE Aruba 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 Aruba 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.

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

HPE Aruba reserves the right to suspend or cancel the Program, or amend its terms at any time. Participants will be informed by the information posted web portal Program startpage in such case.

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

The decision of HPE Aruba 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 Aruba Products**

Please see below the list of eligible Aruba Products and cashback amount per product.

| Code | Qualifying HPE Products | Rebate (PLN) |
|---|---|---|
| Q9Y68AAE | Aruba Central 25/61/8-12p F 1y E-STU | 100,00 PLN |
| Q9Y69AAE | Aruba Central 25/61/8-12p F 3y E-STU | 270,00 PLN |
| Q9Y70AAE | Aruba Central 25/61/8-12p F 5y E-STU | 343,00 PLN |
| Q9Y73AAE | Aruba Central 62/29xx F 1y E-STU | 177,00 PLN |
| Q9Y74AAE | Aruba Central 62/29xx F 3y E-STU | 474,00 PLN |
| Q9Y75AAE | Aruba Central 62/29xx F 5y E-STU | 601,00 PLN |
| Q9Y78AAE | Aruba Central 63/38xx F 1y E-STU | 277,00 PLN |
| Q9Y79AAE | Aruba Central 63/38xx F 3y E-STU | 743,00 PLN |
| Q9Y80AAE | Aruba Central 63/38xx F 5y E-STU | 947,00 PLN |
| R8L80AAE | Aruba Central 64/54xx F 1y E-STU | 551,00 PLN |
| R8L81AAE | Aruba Central 64/54xx F 3y E-STU | 1 486,00 PLN |
| R8L82AAE | Aruba Central 64/54xx F 5y E-STU | 1 890,00 PLN |
| R3K03AAE | Aruba Central 8xxx F 1y E-STU | 778,00 PLN |
| R3K04AAE | Aruba Central 8xxx F 3y E-STU | 2 094,00 PLN |
| R3K05AAE | Aruba Central 8xxx F 5y E-STU | 2 664,00 PLN |
| Q9Y63AAE | Aruba Central AP Adv 1yr Sub E-STU | 139,00 PLN |

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|---|---|---|
| Q9Y64AAE | Aruba Central AP Adv 3yr Sub E-STU | 370,00 PLN |
| Q9Y65AAE | Aruba Central AP Adv 5yr Sub E-STU | 474,00 PLN |
| Q9Y58AAE | Aruba Central AP Fnd 1yr Sub E-STU | 77,00 PLN |
| Q9Y59AAE | Aruba Central AP Fnd 3yr Sub E-STU | 177,00 PLN |
| Q9Y60AAE | Aruba Central AP Fnd 5yr Sub E-STU | 204,00 PLN |
| R4G90AAE | Aruba Central WLAN GW Sub 1yr E-STU | 77,00 PLN |
| R4G92AAE | Aruba Central WLAN GW Sub 3yr E-STU | 177,00 PLN |
| R4G94AAE | Aruba Central WLAN GW Sub 5yr E-STU | 204,00 PLN |
| R6U73AAE | Aruba COP 25/61/8-12p F 1y E-STU | 127,00 PLN |
| R6U74AAE | Aruba COP 25/61/8-12p F 3y E-STU | 343,00 PLN |
| R6U75AAE | Aruba COP 25/61/8-12p F 5y E-STU | 539,00 PLN |
| R6U78AAE | Aruba COP 62/29xx F 1yr E-STU | 223,00 PLN |
| R6U79AAE | Aruba COP 62/29xx F 3yr E-STU | 601,00 PLN |
| R6U80AAE | Aruba COP 62/29xx F 5yr E-STU | 947,00 PLN |
| R6U83AAE | Aruba COP 63/38xx F 1yr E-STU | 350,00 PLN |
| R6U84AAE | Aruba COP 63/38xx F 3yr E-STU | 943,00 PLN |
| R6U85AAE | Aruba COP 63/38xx F 5yr E-STU | 1 486,00 PLN |
| R8M10AAE | Aruba COP 64/54xx F 1yr E-STU | 701,00 PLN |
| R8M11AAE | Aruba COP 64/54xx F 3yr E-STU | 1 887,00 PLN |
| R8M12AAE | Aruba COP 64/54xx F 5yr E-STU | 3 145,00 PLN |
| R6U88AAE | Aruba COP 8xxx F 1yr E-STU | 986,00 PLN |
| R6U89AAE | Aruba COP 8xxx F 3yr E-STU | 2 660,00 PLN |
| R6U90AAE | Aruba COP 8xxx F 5yr E-STU | 4 185,00 PLN |
| R6U63AAE | Aruba COP AP Fnd 1yr Sub E-STU | 96,00 PLN |
| R6U64AAE | Aruba COP AP Fnd 3yr Sub E-STU | 227,00 PLN |
| R6U65AAE | Aruba COP AP Fnd 5yr Sub E-STU | 320,00 PLN |