Terms & conditions

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

Participation in the program is consisting of 4 key steps.

- The seller ("**Participant**") 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 Participant 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 Channel Partners can process a claim related to an eligible end-user customer sale under this Program.

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

The Participant on its side will promote the Aruba Product in the market, performing marketing services finalized to launch the Aruba Product.

Eligible Products
It is subject to agreement between the Participant and the end-user customer if and to what extent the refund is shared between the two parties.

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 1.06.2021 and 30.04.2024 ("**Program Term**").

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 Türkiye.

End-customers must be located in Türkiye.

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

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.

Invoicing for reimbursement:
The Participant will issue an invoice for marketing services, quoting in the description ‘Marketing services for the launch of the Aruba Central / Aruba COP.
The invoice amount must match the amount advised with the monthly payment notification.

Addressed to:

Hewlett-Packard International Sarl
Route du Nant d’Avril 150
CH-1217 Meyrin/Geneva
Switzerland

The invoice for marketing services must be provided via e-mail to trade-in@tpps.mail.hpe.com and must refer the Request Reference Number in the subject line.

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 Refund and Aruba Product information.

Refund calculated in accordance with the Program Terms is inclusive of VAT.

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.

C. Program Steps and Timing

The Participant can obtain information about the program, calculate a non-binding offer and apply for participation at Program startpage.

Applications for 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 request for Refund 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.

A 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 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. Additional 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 Refund payment. In case the 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 Türkiye. In case of dispute, the courts of Türkiye will have jurisdiction

Appendix A: Eligible Aruba Products

Code	Qualifying HPE Products	Rebate ($)
Q9Y68AAE	Aruba Central 25/61/8-12p F 1y E-STU	US$26,00
Q9Y69AAE	Aruba Central 25/61/8-12p F 3y E-STU	US$70,00
Q9Y70AAE	Aruba Central 25/61/8-12p F 5y E-STU	US$89,00
Q9Y73AAE	Aruba Central 62/29xx F 1y E-STU	US$46,00
Q9Y74AAE	Aruba Central 62/29xx F 3y E-STU	US$123,00
Q9Y75AAE	Aruba Central 62/29xx F 5y E-STU	US$156,00
Q9Y78AAE	Aruba Central 63/38xx F 1y E-STU	US$72,00
Q9Y79AAE	Aruba Central 63/38xx F 3y E-STU	US$193,00
Q9Y80AAE	Aruba Central 63/38xx F 5y E-STU	US$246,00
R8L80AAE	Aruba Central 64/54xx F 1y E-STU	US$143,00
R8L81AAE	Aruba Central 64/54xx F 3y E-STU	US$386,00
R8L82AAE	Aruba Central 64/54xx F 5y E-STU	US$491,00

R3K03AAE	Aruba Central 8xxx F 1y E-STU	US$202,00
R3K04AAE	Aruba Central 8xxx F 3y E-STU	US$544,00
R3K05AAE	Aruba Central 8xxx F 5y E-STU	US$692,00
Q9Y63AAE	Aruba Central AP Adv 1yr Sub E-STU	US$36,00
Q9Y64AAE	Aruba Central AP Adv 3yr Sub E-STU	US$96,00
Q9Y65AAE	Aruba Central AP Adv 5yr Sub E-STU	US$123,00
Q9Y58AAE	Aruba Central AP Fnd 1yr Sub E-STU	US$20,00
Q9Y59AAE	Aruba Central AP Fnd 3yr Sub E-STU	US$46,00
Q9Y60AAE	Aruba Central AP Fnd 5yr Sub E-STU	US$53,00
R4G90AAE	Aruba Central WLAN GW Sub 1yr E-STU	US$20,00
R4G92AAE	Aruba Central WLAN GW Sub 3yr E-STU	US$46,00
R4G94AAE	Aruba Central WLAN GW Sub 5yr E-STU	US$53,00
R6U73AAE	Aruba COP 25/61/8-12p F 1y E-STU	US$33,00
R6U74AAE	Aruba COP 25/61/8-12p F 3y E-STU	US$89,00
R6U75AAE	Aruba COP 25/61/8-12p F 5y E-STU	US$140,00
R6U78AAE	Aruba COP 62/29xx F 1yr E-STU	US$58,00
R6U79AAE	Aruba COP 62/29xx F 3yr E-STU	US$156,00
R6U80AAE	Aruba COP 62/29xx F 5yr E-STU	US$246,00
R6U83AAE	Aruba COP 63/38xx F 1yr E-STU	US$91,00
R6U84AAE	Aruba COP 63/38xx F 3yr E-STU	US$245,00
R6U85AAE	Aruba COP 63/38xx F 5yr E-STU	US$386,00
R8M10AAE	Aruba COP 64/54xx F 1yr E-STU	US$182,00
R8M11AAE	Aruba COP 64/54xx F 3yr E-STU	US$490,00
R8M12AAE	Aruba COP 64/54xx F 5yr E-STU	US$817,00
R6U88AAE	Aruba COP 8xxx F 1yr E-STU	US$256,00
R6U89AAE	Aruba COP 8xxx F 3yr E-STU	US$691,00
R6U90AAE	Aruba COP 8xxx F 5yr E-STU	US$1.087,00
R6U63AAE	Aruba COP AP Fnd 1yr Sub E-STU	US$25,00
R6U64AAE	Aruba COP AP Fnd 3yr Sub E-STU	US$59,00
R6U65AAE	Aruba COP AP Fnd 5yr Sub E-STU	US$83,00