

## HPE-branded Windows Server 2019 Rebate Offer

Within the framework of (the "Program"), Hewlett Packard Enterprise Company ("HPE") will pay a specified cash back value to Participants (as defined below) for purchasing eligible HPE ProLiant Server and Windows Server 2019 thru the HPE SMB Store <https://buy.hpe.com/us/en> HPE Direct or HPE Channel Partner as found on the web site: [www.hpe.com/us/ws2019rebate](http://www.hpe.com/us/ws2019rebate).

## Program Overview

The Program allows users to receive cash back when they purchase eligible HPE ProLiant Server and Windows Server 2019 from the HPE Store <https://buy.hpe.com/us/en> HPE Direct or HPE Channel Partner. The money distributed for the reward may be referred to in individual program and promotion documents variously as a "refund", "rebate", "cash back", or other similar phrase.

## Program Period:

February 1, 2021 - October 31, 2021

## Who is eligible:

This promotion is available to US and Canadian Business customers only, who fulfill the below Eligibility Criteria (the "Participants").

## Eligibility Criteria:

- 1. Participants must complete their purchase of Eligible Products through the SMB Store at <https://buy.hpe.com/us/en> HPE Direct or HPE Channel Partner.
- 2. The eligible HPE ProLiant Server and Windows Server 2019 purchases must be on the same purchase Invoice.

## Eligible Products:

1. The below listed products will qualify as Eligible Products under this Program ("Eligible Products"):
  - a. HPE ProLiant Server
  - b. Windows Server 2019

## Eligible HPE ProLiant Server Purchases

SKU	Description
{ANY}	HPE ProLiant Server

## Eligible Windows Server 2019 Purchases

SKU	Description	Rebate Amount
P11058-B21	Windows Server 2019 Standard (16-Core)   Reseller Option Kit (ROK) English SW	US\$250.00
P11059-B21	Windows Server 2019 Standard (16-Core)   Factory preinstall English SW	US\$250.00
P11060-B21	Windows Server 2019 Standard (16-Core)   Factory drop in box English SW	US\$250.00
P11061-B21	Windows Server 2019 Datacenter (16-Core)   Reseller Option Kit (ROK) English SW	US\$600.00

P11062-B21	Windows Server 2019 Datacenter w/Reassign (16-Core)   Reseller Option Kit (ROK) English SW	US\$600.00
P11063-B21	Windows Server 2019 Datacenter (16-Core)   Factory drop in box English SW	US\$600.00
P11070-B21	Windows Server 2019 Essentials (1-2 CPUs)   Reseller Option Kit (ROK) English SW	US\$50.00
P11072-B21	Windows Server 2019 Essentials (1-2 CPUs)   Factory drop in box English SW	US\$50.00

## **Rebate:**

Eligible Participants under this Program shall receive cash rewards on Eligible Purchases in varying amounts as identified below ("Rebate"):

- | Windows Server 2019 Essentials - \$50
- | Windows Server 2019 Standard - \$250
- | Windows Server 2019 Datacenter - \$600

## **Rebate Criteria:**

Participants must purchase Eligible Products during the Program Period. For every purchase of an Eligible Product, Participants will receive a Rebate as outlined in the table above.

## **Program Contact:**

Kristy Oliver  
GPS AMS Engagement Manager  
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## **Terms and Conditions**

1. These terms ("Terms") shall govern the subject matter of this Program.
2. Participants agree that they are authorized to enter into this Program and their participation in the Program constitutes acceptance of these Terms.
3. Participants meeting the above eligibility and rebate criteria shall be entitled to receive the Rebate.
4. HPE Direct and Agent sales are not eligible.
5. Claims must be submitted within 30 days of Invoice date or by November 30, 2021, whichever occurs first.
6. HPE reserves the right to revoke or refuse to review or approve sales that are based on submission of incomplete, inaccurate, false, or misleading data. All submissions will be reviewed and validated by an internal HPE resource. Applications will be vetted against a customer exclude list to determine if the sale qualifies as an eligible sale.
7. The Program runs from February 1, 2021 to October 31, 2021, inclusive ("Program Period").
  - a. Eligible sales are determined by the date of customer invoice. Sales invoiced outside the Program Period are not eligible for the Program for any reason.
  - b. Eligible sales must be submitted and validated in the Global Promotions Services system within 30 days of the end of the program.

8. Program Claims must be submitted in digital format through the online claim builder process [www.hpe.com/us/ws2019rebate](http://www.hpe.com/us/ws2019rebate) and require an uploaded PDF copy of the end-user customer invoice(s).
9. Once claim is validated, payment will be issued via a cash back check within 45 days. All payments will be made in U.S. dollars.
10. HPE reserves the right to review, modify, extend or discontinue any and/or all aspects of the Program without prior notice. The Program may be extended by HPE at its sole discretion.
11. HPE reserves the right to request additional information regarding any submission, including supporting documentation. All documentation submitted for this Program becomes the property of HPE and will not be returned. Submission of a false claim or incorrect or fraudulent documentation may result in disqualification from this Program, future HPE promotions, and/or may result in civil or criminal liability to the submitter.
12. Public Sector entities are ineligible for this Program. The following are "Public Sector entities": Any national, regional, local, or other government agency or department; any public international organization; royal families; candidates for public office and political parties; and any entity that is owned or controlled by any of the foregoing. In the United States, HPE also considers all private and public K-12 educational institutions and libraries to be "Public Sector entities".
13. Rebates provided under this Program may be subject to taxation and reporting, pursuant to applicable local laws. Each Participant that receives a Rebate is solely and directly responsible for any tax liabilities (including tax withholdings and employment taxes), social security and insurance contributions, tax implications, and tax reporting, arising from or under this Program. HPE shall not have any liability for taxes (including tax withholdings and employment taxes), social security and insurance contributions, or tax reporting arising from or under this Program.
14. Participants agree to hold HPE and its directors, officers, employees, licensees and assigns harmless against all and any liability and claims and injuries that may arise from or be based upon participation, awarding, acceptance and/or use of the Rebate received in connection with this Program including but not limited to liability for personal injury, property damages or other injury or accident.
15. HPE, its affiliates, subsidiaries, parent corporations, and its officers, directors, shareholders, employees, and agents and any and all internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions or defects of computer systems or websites utilized in the Program, theft, tampering, destruction, or unauthorized access to, or alteration of entries; data processing that is processed late or incorrectly or is incomplete or lost; and any entries that are late, lost, incomplete, misdirected, stolen, mutilated or illegible. Submitting false, fraudulent, or misleading information in connection with the Program may result in adverse actions including, but not limited to, in disqualification from this Program, future HPE Programs, and civil or criminal liability to the submitter. HPE reserves the right to audit information provided in registration and the supporting documentation for all claims made under this Program.
16. For the purposes of this Program, HPE cannot guarantee the performance of any third party and to the extent permitted by applicable law shall not be liable for any act or default by a third party.
17. The company(ies) that own the trademarks for the Eligible Products referenced herein are not sponsors of, participants in, and have not endorsed this Program. All third party trademarks are the property of their respective owners.
18. Participants agree that they are familiar with the US Foreign Corrupt Practices Act ("FCPA") and other similarly applicable legislation, and shall not in connection with participation in the Program make any payment or transfer anything of value to, offer, promise or give a financial or other advantage to, or request or agree to receive or accept a financial or other advantage from, either directly or indirectly: any government official or employee (including employees of a government corporation or public international organization), political party, or candidate for public office; or to any other person with an intent to obtain or retain business or gain an improper business advantage.

19. Any personal data which you may provide when you participate in this Program will only be used by HPE in accordance with its Privacy Statement available at <https://www.hpe.com/us/en/legal/privacy.html> and if applicable, its subcontractors or service providers, for the purposes of this Program and Participants consent to use of their data for these purposes.
20. To the extent permitted by applicable law, HPE has the final decision regarding all matters related to this Program.
21. Participants proved to have entered fraudulent claims will be excluded. HPE reserves the right to take legal action with respect to any such fraudulent claim.
22. 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.