

1. Subject to the remainder of these terms and conditions Participants can claim the cash back amount on one of the qualifying HPE products illustrated in the table below.

Per quarter a Participant can claim cashback for a maximum of five (5) units.

## 2. Participants

Only commercial End-User Participants are allowed to participate in this program. Commercial End-User Participants are claiming and receiving the cash back. The person or company claiming and entitled to receive the refund payment is in the following referred to as "Participant"

3. To take advantage of the promotion, Participants must complete the online claim form (available at "[www.hpe.com/eu/rebate](http://www.hpe.com/eu/rebate)"), and attach proof of purchase in the form of the seller's invoice, via scan or email attachment. Proof of order or dispatch note will not be accepted. The seller's invoice must clearly show the Participant details, HPE part code of the qualifying product purchased, the purchase price and the date of purchase. The participant must not send original invoices as these cannot be returned. HPE must receive the claim form and supporting documents within 30 days from the date of purchase and no later than midnight 30-5-2020.

4. The promotion is valid in respect of a Qualifying HPE Product purchased either directly from HPE or an authorized reseller or authorized retailer of HPE. The promotion is only valid for end user Participants (i.e. Participants purchasing product for their own use); claims where the product purchased will be resold or rented to a third party are ineligible for this promotion.

5. Once the claim form and supporting documents have been received, HPE will send the Participant confirmation of receipt by email from [cashback@tpps.mail.hpe.com](mailto:cashback@tpps.mail.hpe.com). The email will confirm whether or not the claim for cash back has been successful. HPE will endeavor to do this within seven calendar days. It is the Participant's responsibility to contact the promotions team at [cashback@tpps.mail.hpe.com](mailto:cashback@tpps.mail.hpe.com), where the Participant has not received email confirmation within this time frame.

6. Participants providing an incomplete claim form will be notified via email and offered the opportunity to provide the required items within seven calendar days. If the participant still fails to comply with the terms and conditions, the claim for cash back will be refused. HPE will not be liable for any delay in responding outside of the seven day timeframe.

7. Payment will be made via wire transfer to the individual or company name stated as the purchaser on the proof of purchase invoice supplied and to the bank details submitted online by the Participant. Payment cannot be made out to individuals except where the product has been purchased for personal use and the Participant's name appears as the purchaser on the proof of purchase invoice. Cheques will not be issued under any circumstances.

8. HPE endeavors to process valid payment claims in 45 calendar days from sending the confirmation email to Participant or as soon as possible thereafter. HPE will not be liable where claims are processed outside of this timeframe.

9. Where this cash back payment constitutes a taxable benefit, all tax liability lies with the recipient.

10. The cash back amount will only be paid upon HPE's satisfaction that the Participant has fully complied with these terms and conditions and the associated instructions.

11. By completing the claim process Participants confirm their acceptance of these terms and conditions. Return of the Qualifying HPE Product to the seller/reseller following submission of the claim for the cash back will disentitle the Participant to the cash back. In this case cashback that has already been paid must be fully paid back.

12. The offer is valid only in the Netherlands for commercial end user participants. This offer may not be combined with any other promotional offers or special pricing offered on the qualifying products.

13. This offer is not open to employees of Hewlett Packard Enterprise, their agents, wholesalers, resellers, retail staff, retailers, participating merchants or anyone connected with the promotion.
14. Claims must be submitted by the end user Participant only. Resellers may not submit claims on behalf of the Participant.
15. For questions regarding the status of your claim, please email: [cashback@tpps.mail.hpe.com](mailto:cashback@tpps.mail.hpe.com)
16. The cash back will not be granted to a Participant who: a) has not purchased a Qualifying HPE Product within the promotional period; and/or b) has not completed the claim form correctly; and/or c) has not supplied proof of purchase; and/or d) has not submitted their claim form within 30 days from the date of purchase; and/or e) failed in any way to comply with these Terms & conditions as determined in HPE's sole discretion.
17. HPE reserves the right to disqualify incomplete, altered or illegible claims. No responsibility will be accepted for submissions which have been lost, or are late, damaged, misrouted, delayed in the post or insufficiently pre-stamped. Proof of posting will not be accepted as proof of delivery.
18. 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 the Participant from or otherwise obstructs him/her in participating in the promotion.
19. HPE reserves the right to audit all cash back requests to ensure that the terms and conditions of the promotion have been met and to request additional information regarding any and all claims and supporting documents.
20. All documentation submitted for this promotion becomes property of HPE and will not be returned. Submission of false, incorrect, misleading or fraudulent documentation may result in disqualification from this promotion and future HPE promotions and may result in the submitter being subject to prosecution.
21. HPE may cancel this promotion where required to do so for legal or commercial reasons arising from applicable laws.
22. The decisions of HPE in respect of any and all aspects of the promotion will be final and binding.
23. HPE reserves the right to amend or cancel the terms of this offer at any time without notice.
24. HPE shall not be liable for any loss, damage or injury of any nature howsoever caused to Participants pursuant to this promotion. However, nothing in these terms shall act so as to exclude or restrict HPE's liability for death or personal injury of Participant proven to be caused by HPE's negligence.
25. In the event of either false, erroneous claims or overpayments either submitted by the Participant or made by HPE then subject to HPE serving not less than 28 days prior written notice the Participant shall repay or reimburse any such false, erroneous or overpayments and the Participant shall hold HPE harmless and indemnify HPE from any liability, claims, damages and tax liabilities arising in such circumstances.
26. In addition to the invoice for the purchased product, HPE reserves the right to request from the Participant further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes,...)
27. This promotion is subject to the laws of the Netherlands.
28. Promoter: **Hewlett-Packard Nederland B.V.**, Stroombaan 16, 1181 VX Amstelveen, Netherland (referred to herein as HPE)
29. Qualifying HPE Products
- A qualified HPE Product is made up of minimum 2 components: 1 Server selected from the Server Product table

and minimum 1 “Cashback Product”

Supported configurations:		
Server Product		Cashback Product
1 HPE ProLiant TV / GO Server	and	1 Microsoft WS ROK Kit
Specials:		
WS Datacenter ROK can't be claimed with HPE MicroServers		
Combined with WS Datacenter ROK, 1 WS CAL pack is eligible to claim cashback		

[Eligible Products](#)