

Top Achievers Club 2024



Terms & Conditions

Incentive program within HPE Engage & Grow in LATIN AMERICA. By enrolling in this incentive, all participants agree to abide by these rules. Participation implies the participant's commitment to adhere to these rules and accept the decisions of the Organizers, which will be final in all matters related to the incentive.

1. PURPOSES

- 1.1. The purpose is to incentivize Participants to offer and sell products and solutions from Hewlett Packard Enterprise, Intel, and Microsoft, specifically the Microsoft OEM part numbers, Intel, and HPE Compute business unit.
- 1.2. Hewlett Packard Enterprise and HPE Engage & Grow, as organizers of the Incentive on behalf of each Hewlett Packard Enterprise subsidiary, will award the reward described in these Terms and Conditions to Participants who achieve the best results at the end of the incentive period, as detailed in these Terms and Conditions.

2. INCENTIVE ORGANIZERS

- 2.1. The organizers of this incentive are Hewlett Packard Enterprise through its LATAM HPE Compute business unit, in collaboration with Intel, Microsoft OEM, and HPE Engage & Grow.
- 2.2. The logistics of the trip will be organized by an external agency different from the agency managing the HPE Engage & Grow program in LATIN AMERICA, which will be responsible for coordinating all aspects related to the winners' trip.

3. VIGENCIA

- 3.1. The incentive period is from July 8, 2024, to September 30, 2024.

4. PARTICIPANTS

- 4.1. The incentive is aimed at Distributors and Resellers with a PLATINUM, GOLD, SILVER, BUSINESS PARTNERS, or PROXIMITIES membership with a signed HPE Partner contract, and who are registered in HPE Engage & Grow in LATAM.
- 4.2. Eligible roles for participation are:

- Product Manager (Champion) of the Distributor
 - Sales Representative of the Reseller
- 4.3. Employees of Distributors and Resellers who have been authorized to sell LATAM HPE Compute products and services from Hewlett Packard Enterprise are eligible to participate. Sales recognized as valid within HPE Engage & Grow will be eligible to participate.
- 4.4. Distributors and Resellers must be registered and approved as HPE commercial Partners and within HPE Engage & Grow. The designation of reward beneficiaries will be the responsibility of the respective Distributors and Resellers, as defined later.
- 4.5. Termination or absence of the HPE Partner Agreement and/or agreement with the employer or Participant, as well as the disconnection of any participating employee from their employer, automatically disqualifies the respective Winner from receiving Rewards in this Program. LATAM HPE Compute, a Hewlett Packard Enterprise business unit, reserves the right to approve or not approve the designation made by winning Distributors and Resellers.
- 4.6. Participants must accept and comply with all these Terms and Conditions.
- 4.7. Public Sector entities and their employees are not eligible to participate in this Incentive. "Public sector entities" include any government agency or department at national, regional, local, or other levels; any international public organization; royal families; candidates for public office and political parties; and any entity controlled by, owned by, or considered associated with any of the above.

5. WINNER ALLOCATIONS AND REWARD

- 5.1. Under the "TOP ACHIEVERS CLUB 2024", a total of 8 Partners (Distributors and Resellers) will be selected.
- **3 Distributors** with the best sales performance (most miles accumulated) during the incentive period representing LATAM. The best Distributor in each region: MCA, MX, and BR will be considered.
 - **2 Resellers** with a PLATINUM or GOLD membership with the best sales performance (most miles accumulated) during the incentive period representing LATAM.
 - **2 Resellers** with a SILVER, BUSINESS PARTNERS, or PROXIMITIES membership with the best sales performance (most miles accumulated) during the incentive period representing LATAM.
 - **1 exclusive sales slot from Veeam for Resellers with Platinum and Gold memberships.**
 - For Platinum Resellers, a minimum sales revenue during the period: \$18,000 USD.
 - For Gold Resellers, a minimum sales revenue during the period: \$14,000 + Must meet a 20% YoY increase.
 - All SKUs includes in the PL 1T

These final results at the end of the incentive are shared by Hewlett Packard Enterprise Global.

- 5.2. The winning Partner's Administrator (Distributors and Resellers) will select the salesperson who will travel to

Bali, Indonesia through a form that will be channeled and shared by the HPE Engage & Grow program.

- 5.3. Each participant of the winning Partner (Distributors and Resellers) will have the opportunity to enjoy an exclusive trip to Bali, Indonesia, with estimated dates in the first week of December 2024. Exact dates will be shared soon.
- 5.4. **The reward will include:** A fully covered trip to Bali for the Partner who meets the established selection criteria. Terms and Conditions from the document provided by HPE Engage & Grow apply.
- 5.5. Only one reward per person will be awarded, and the attendance of companions or minors under 21 years old will not be allowed at the event.
- 5.6. The reward is non-transferable to another person and cannot be refunded, exchanged, or redeemed for cash under any circumstances; the reward cannot be claimed for monetary value or E&G Points.
- 5.7. Expenses are only covered during the trip dates.
- 5.8. The agency processing the trip to Bali, Indonesia, is exempt from additional purchases and arrangements for each winner.
- 5.9. LATAM HPE Compute, a Hewlett Packard Enterprise business unit, will deliver the reward, including hotel accommodation, meals, organized events, and activities for the winners, through an external agency different from the one managing the HPE Engage & Grow program.
- 5.10. LATAM HPE Compute, a Hewlett Packard Enterprise business unit, is not responsible for the loss of airline tickets or other expenses incurred by the winner that are not covered in the plan.
- 5.11. All tax guidelines of the winner's country will be followed. Rewards may be subject to applicable taxes and withholdings according to local laws, and winners are solely responsible for the tax implications, including any expenses this may incur.
- 5.12. Exclusive to Brazil: Beneficiaries (or winning companies to which the reward has been awarded, as applicable) will be responsible for accounting for and paying to local tax authorities any tax, social charges, or social security tax applicable to this reward or incentive. HPE will have no responsibility for the taxes applicable to the program.

6. PARTICIPATION MECHANICS

- 6.1. Participating Partners, whether Distributors or Resellers with PLATINUM, GOLD, SILVER, BUSINESS PARTNERS, or PROXIMITIES membership, will be evaluated based on the following metrics to have the opportunity to win a slot for "TAC 2024".
- 6.2. These metrics apply equally to all participants.
- 6.3. Eligibility Conditions

To be eligible as a winner, the Partner, whether Distributor or Reseller, must accumulate the most miles for

each unit sold of participating TAC 2024 products. Each participating Microsoft and Intel product in this incentive has a quantity of miles awarded per unit sold, reported through the Sell Out in HPE CSIS. The only metric considered valid for determining winning Partners (Distributors and Resellers) will be the sales metric, with the highest number of accumulated miles.

- 6.4. Slots by Partner Types (Distributor and Reseller) A total of 8 slots for the reward will be awarded as follows, based on each Reseller's membership status as of September 30, 2024:

Partner Type or Membership	Subregion or Country	Slots
DISTRIBUTORS	MCA + MEXICO + BRASIL	3
PLATINUM Y GOLD		2
SILVER, BUSINESS PARTNERS, PROXIMITIES		2
VEEAM		1

- 6.5. Definition of the winners for each company for Distributors and Resellers. The winner of the "TAC 2024" reward will be the person designated by the Administrator of each winning Partner through a form where they will fill in the first name, last name, and email address of the selected winner. If there is more than one, the selection will be subject to the definition of the company's Administrator, with prior approval from the HPE DBM/D-DBM. (8 Winners)

7. TRIP COORDINATION

- 7.1. The winning participant is responsible for meeting the entry requirements for Bali, Indonesia, which may vary by country and include passport, visa, and entry permits. As well as vaccination certificates or COVID tests if required by the country of origin.
- 7.2. Each winning participant will be contacted directly and will have 48 hours to express their consent and acceptance of the reward, as well as to provide their information, visas, passports, and travel documents, among others. Failure to provide information on time will result in the reward being awarded to a substitute winner or forfeited as defined by LATAM HPE Compute, a Hewlett Packard Enterprise business unit, and HPE

Engage & Grow.

- 7.3. The delivery of this reward is subject to the winner having valid documentation that ensures entry to Bali, Indonesia, with at least 6 months of validity from the date the reward is awarded.
- 7.4. During the international flight documentation process, the passenger must present their valid passport, as well as the visa or permit required by the destination country's immigration authorities. Additionally, due to COVID-19, the winner is also responsible for having vaccination certificates, PCR or Antigen tests, and complying with all safety measures as established by health authorities.
- 7.5. The winning participants must present themselves at the airport with all the required documentation for international flights. LATAM HPE Compute, a Hewlett Packard Enterprise business unit, will not cover expenses related to documentation, tickets, or visas. The agency managing the trip will coordinate all aspects related to the winning trip. No additional expenses, including but not limited to travel insurance, personal expenses, or extra services, will be covered by LATAM HPE Compute.

8. GENERAL CONDITIONS

- 8.1. The winner assumes the inherent risks of traveling to any public place where there are more people present, including the hotel, restaurants, etc. Traveling may expose individuals to various risks, which may include contagious diseases, accidents, injuries, and other health issues. By participating in this trip, the winner voluntarily assumes all risks related to exposure to these potential dangers.

9. DATA PROCESSING AUTHORIZATION

- 9.1. Participants expressly authorize Hewlett Packard Enterprise, HPE Engage & Grow, as well as the designated logistics providers and operators, to collect, store, process, and use their personal data to inform them about the incentive and to send them information related to the products, services, and benefits offered by Hewlett Packard Enterprise. This authorization includes the possibility of communication through phone calls, emails, or other means, including through third parties managing the information.
- 9.2. All personal data provided by the winners during their participation in this Program will be used exclusively by Hewlett Packard Enterprise, in accordance with its Privacy Statement. If necessary, this data may be shared with subcontractors or service providers solely for the purposes of the Program, and Participants expressly consent to the use of their data for these purposes.
- 9.3. The names of the winners may be published through communications directed to the general HPE Engage & Grow database.
- 9.4. Participants authorize HPE Engage & Grow to disclose their names, location, images, or voices for Program purposes and/or for advertising, promotional, or marketing purposes, committing to cooperate regarding any promotional or advertising activity related to the Program, without any entitlement to compensation, and using

the means and manner deemed appropriate by the organizers.

10. DISCLAIMER OF LIABILITY

10.1. Participants enter voluntarily, consciously, and spontaneously.

10.2. Participants release Hewlett Packard Enterprise and HPE Engage & Grow from any liability for adverse situations they may experience during the enjoyment of the reward, accepting the reward under their full and complete responsibility.

10.3. Neither Hewlett Packard Enterprise nor HPE Engage & Grow will be responsible for failure to fulfill their obligations due to force majeure or unforeseen events as defined by law. Force Majeure includes natural disasters, adverse weather conditions, fires, damage to vehicles used during the trip, destruction or damage to accommodations, civil disturbances, acts of war, governmental actions, attacks, industrial actions, equipment requisition, mechanical failures, fuel shortages, carrier insolvency, fraud against the company, and governmental decisions related to COVID-19 such as quarantines, restrictions, and border closures.

10.4. Participants release Hewlett Packard Enterprise, its directors, officers, employees, licensees, and assignees from all liability, claims, and injuries arising from their participation in the program.

10.5. Hewlett Packard Enterprise cannot guarantee the performance of third parties and will not be responsible for the acts or omissions of third parties to the extent permitted by applicable law.

10.6. Hewlett Packard Enterprise has the final decision on all matters related to the incentive.

10.7. Hewlett Packard Enterprise will immediately suspend the incentive in case of detected crimes, fraud, or irregularities in participants' involvement or behavior, without assuming any responsibility.

10.8. The Program will be governed and interpreted according to the laws specified in the valid HPE Partner Agreement with the participant's employer and will be subject to the jurisdiction of the courts established in that agreement.

10.9. Hewlett Packard Enterprise reserves the right to review, modify, extend, or suspend any aspect of the Terms and Conditions of the incentive without prior notice, including restrictions related to the COVID-19 pandemic or similar situations.

10.10. All other Terms and Conditions of the HPE Engage & Grow program apply.

11. DISQUALIFICATION OF PARTICIPANTS

Participants will be disqualified in the following cases:

11.1. If, at the sole discretion of the entity, it is determined that they have engaged in deceptive or fraudulent maneuvers to increase their chances of winning.

- 11.2. If they provide Hewlett Packard Enterprise with data or information that turns out to be false or inaccurate.
- 11.3. If it is established that a participant has violated any of the rules set forth in these Terms and Conditions, they will be disqualified immediately.
- 11.4. If, as a result of providing false information and/or fraudulent actions, a third party is harmed and makes claims against Hewlett Packard Enterprise, the latter will take legal action against the participant to seek compensation for damages.
- 11.5. Failure to comply with any of the rules set forth in these Terms and Conditions will result in disqualification by Hewlett Packard Enterprise and HPE Engage & Grow from this program.

12. ANTI-CORRUPTION STANDARDS

- 12.1. Participants declare and acknowledge that they are familiar with the anti-corruption laws and regulations applicable in Bali, Indonesia. They also agree not to make any payment or transfer of value, or offer, promise, or give any economic or other advantage, nor request, agree to receive, or accept any economic or other advantage, whether directly or indirectly, to any government official or employee (including employees of state enterprises or international public organizations), political party, or candidate for public office, or any person, with the intention of obtaining or retaining business or gaining an improper commercial advantage.
- 12.2. By participating in this program, it will be understood that participants have fully accepted these terms and conditions, which constitute a contract between the participants and the organizers.

HPE ENGAGE&GROW CONTACT

For more information, please contact us via online chat at www.latam.engageandgrow.hpe.com or by email at:

- Spanish - infoes@latam.engageandgrow.hpe.com
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