

# Ingram Micro Cloud – Q2 Incentive 2019

## Terms & Conditions

### *Eligibility*

The Ingram Micro Cloud Q2 Incentive (the “Promotion”) is exclusively available to reseller partners who transact Ingram Micro Cloud services with Ingram Micro (UK) Ltd throughout April and June 2019. The Promotion covers the Microsoft O365, M365, D365 and Azure products on Ingram Micro Cloud Marketplace portfolio and is available for both existing and new partners transacting on the Cloud Marketplace.

### *Promotion Period*

**1<sup>st</sup> April to 30<sup>th</sup> June 2019**

### *The Prizes*

There is a total of six (6) prizes that will be awarded to the winners based on successful achievement of the required targets (as per details outlined in the Qualification Criteria section), and each winner will be offered the following prize:

One place on the VIP Incentive trip to Cowes Week (9<sup>th</sup> – 12<sup>th</sup> August 2019)

### *Qualification Criteria*

1. The Promotion is launched on 1<sup>st</sup> April 2019 and has the following closing times:
  - a. For Microsoft cloud services transacted via Ingram Micro Cloud Marketplace – **23:59 on 30<sup>th</sup> June 2019** – for successfully provisioned new end customer orders
2. Participation in the Promotion is voluntary and free. Reseller partners are required to register using the dedicated online form.
3. A partner is defined as follows:
  - a. A Net New Partner is a reseller participating in the Promotion who has transacted Azure only for the first time with Ingram Micro Cloud after 1<sup>st</sup> of December 2018 at 00:01 OR is a reseller who has transacted O365, M365 or D365 with Ingram Micro Cloud for the first time after 1<sup>st</sup> April 2019 at 00:01.
  - b. An Existing Partner is a reseller participating in the Promotion who has transacted Azure only for the first time with Ingram Micro Cloud before 1<sup>st</sup> of December 2018 at 00:01 OR is a reseller who has transacted any O365, M365 or D365 solution (excluding free or complementary plans and excluding Azure) with Ingram Micro Cloud for the first time before 1<sup>st</sup> April 2019 at 00:01.
4. A Net New Seat is defined as follows:
  - a. A seat: Is defined as a product licence purchased through Ingram Micro Cloud Marketplace (excluding free or complementary plans) for example (1 x O365 Business Premium = 1 seat).

- b. Net New Seats: If a partner adds 10 x O365 seats to an existing end customer making their total seat count 20. The net new seat total will be 10, therefore 10 points (10 x 1 point)
  - c. Upsell: If a partner adds 10 x M365 seats to an existing end customer but reduces their O365 total by 10 seats. The net new points total will be the difference between O365 and M365, therefore 40 points (10 x 4 points).
  - d. New Seats and End Customers: If a partner adds 10 x O365 seats to an existing end customer who already has 10 seats making their total seat count 20 and creates a net new end customer with 5 x M365. The net new seat total will be 15, therefore 35 points (10 x 1 (10) + 5 x 5 (25)).
  - e. Cancelling Out: If a partner reduces an end customers seats by 10 x O365 making their total 0 and adds 10 x O365 seats to another existing or net new end customer, the net new seat total will be 0, therefore 0 points.
5. Points are rewarded for each net new seat as follow:
- a. For each O365 net new seat add (excluding free or complementary plans) the partner will be rewarded 1 point, for each M365 net new seat add (excluding free or complementary plans) the partner will be rewarded 5 points and for each D365 net new seat add (excluding free or complementary plans) the partner will be rewarded 10 points.
    - O365 – 1point
    - M365 – 5 points
    - D365 – 10 points
  - b. For any points rewarded between the 1<sup>st</sup> April and the 30<sup>th</sup> April, double points will be rewarded (For each O365 net seats add the partner will be rewarded 2 points, for each M365 net new seat add the partner will be rewarded 10 points and for each D365 net new seat add the partner will be rewarded 20 points).
6. The targets are specified as below:
- a. 3 places sponsored by Microsoft CSP (excluding Azure) – 1 place will be allocated to the top three (3) participating reseller partners with the highest number of points based on net new seat adds per end user or new resellers on Cloud Marketplace.
  - b. Three places sponsored by Microsoft (Azure only) – 3 places allocated to 1) Highest billed Azure revenue growth achievement in Q2 (April – June) versus Q1 (January - March) Existing Microsoft Azure Partners on Cloud Marketplace. 2) Highest billed revenue achievement across all Net New Partners to Microsoft Azure transacted via Cloud Marketplace within Promotion period with a minimum threshold of £500 of billed revenue (equivalent to £6k ACV). 3) 1 Place for new and existing azure partners adding net new azure tenants (min value of new tenant £100 and the tenant to continue to consume more than £100 until end of July 2019))
7. Each partner will be eligible to receive one prize only. In the event the partner qualifies under multiple target criteria, only one prize will be allocated, and the partner will be excluded from all other target criteria.

8. There is a maximum of 6 winners and prizes to be awarded. The final number of winners is determined by the number of reseller partners who participate in the Promotion and successfully achieve the target during the Promotion Period.
9. All Microsoft Cloud services and subscriptions that are billed via Cloud Marketplace and considered as part of the reseller's achievement against the target must still be active on 1<sup>st</sup> August 2019. If a partner fails to maintain their achieved target before the cut-off date of 1<sup>st</sup> August, Ingram Micro reserve the right to offer the space to another qualifying partner.
10. Ingram Micro reserve the right to amend the double points promotion period during the qualification period.

### *Winners*

The prize will be awarded to the Participant legal entity and it will be up to the winning Participant to determine how to allocate the prize internally to a member of staff. Only one prize will be awarded to each winning partner.

The winners will be contacted within 5 working days following the Qualification period via the e-mail address associated with the incentive registration to arrange a collection/delivery.

The winners will be responsible for all costs associated with collecting the prize, the costs associated with utilizing the prize, as well as for the due payments of all taxes associated with the prize in the UK.

The winning individuals will have to sign a document to state that they have authorisation from their employer to accept the prize. It is the winning individuals' responsibility to ensure that they are eligible/entitled to receive the prize and agree to indemnify Ingram Micro against any claim raised by their respective employer against Ingram Micro if such claim is a result of a breach of their obligations towards their respective employers.

### *Terms and Conditions*

Participation in this Ingram Micro incentive is subject to the participating reseller's acceptance of the Terms and Conditions set out below. By registering for the incentive and entering the competition, the participating reseller accepts the Terms and Conditions.

The following terms and conditions apply to Promotions and marketing campaigns offered by Ingram Micro:

#### Introduction

The Promotion ("**Promotion**") is operated by Ingram Micro (UK) Ltd. ("**Ingram Micro**"), CBX II, 406-432 Midsummer Boulevard, Milton Keynes MK9 2EA. The Promotion runs for a specific time period (the "**Promotion Period**") as determined by Ingram Micro and described in more details in the Promotion Details section above. Ingram Micro reserves the right to prolong the Promotion upon

notice on the Promotion websites. The Promotion applies to Participants registering within the Promotion Period. Details of the Promotion are set out in the Promotion Details section.

### Eligibility

The Promotion is open to Ingram Micro resellers located in the United Kingdom ("**Participants**"). Employees of Participants may participate in this Promotion only if authorized to do so by Participants ("**Participating Individuals**"). Participating Individuals must be 18 or over at the time the Promotion begins and still be employed by the Participant when the Promotion Period ends. The Participating Individual confirms by acceptance of these Terms and Conditions that s/he has obtained the approval from senior management to participate in the Promotion and receive the prize. Only one registration/participation is allowed per reseller. Ingram Micro reserves the right to disqualify any Participant or Participating Individual who submits more than one entry. By entering this Promotion, the Participant agrees to abide by these Terms and Conditions and will accept that the decisions taken by Ingram Micro shall be final and binding. Employees of Ingram Micro or its agencies are not eligible to enter the Promotion.

### Prizes

Cash alternatives will not be given in lieu of prizes and no prize substitution shall be granted except at the discretion of Ingram Micro. If a prize cannot be consumed or received by the Participant for any reason or situation on the part of the Participant, the Participant will return the prize to Ingram Micro against no compensation. If a prize cannot be granted due to circumstances beyond the control of Ingram Micro, a substitute prize of equal retail value will be given. Winners will be elected under Ingram Micro's award and selection procedure, which is set up to ensure a fair, independent and non-discriminatory selection of the winners. Winners will be notified by telephone, email or in writing within 30 days as of the award of the prize. If a winner cannot be contacted or is disqualified, Ingram Micro reserves the right to determine an alternate winner by drawing another name from qualifying Participants. The accounting treatment of the prize shall be the Participant's and respective winner's responsibility.

### Taxes and Liabilities

Any prize granted in the course of the Promotion may be subject to general restrictions imposed on the provision of such prize by law or any government decision, or to specific identified individuals. In the event Ingram Micro cannot grant the prize for such a reason then it shall use reasonable endeavours to find a substitute prize of equal value. Any tax or national insurance contributions or incidental expenses arising from the prize shall be the sole responsibility of the relevant winner. If Ingram Micro is required by law to withhold or deduct taxes such taxes will be debited the Participant's account with Ingram Micro. For this purpose the Participant grants Ingram Micro an irrevocable authorisation to debit the value of any taxes resulting from any prizes awarded under the Promotion. By entering the Promotion, Participants and Participating Individuals agree to release and hold Ingram Micro harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion, or resulting from acceptance, possession, participation, or use of any prize, including and without limitation, personal injuries and death (unless caused by Ingram Micro's negligence), as well as property damage and claims based on publicity rights, defamation, or invasion

of privacy and merchandise delivery. By entering the Promotion, Participants and Participating Individuals agree that any problems with the usability or functionality of the prize are subject to the prize manufacturer's guarantee which is either detailed in the product documentation of the prize or which can be ordered from the manufacturer directly. The winner is responsible for following all instructions and to comply with all requirements to register the prize and raise any claims directly with the manufacturer.

#### General

Without limiting any other remedies, Ingram Micro may suspend or terminate the participation in the Promotion if Ingram Micro has reasons to believe that the Participant has engaged or are about to engage in, or have been in any way involved in or linked to, fraudulent activity in connection with the Promotion. Ingram Micro may issue a warning, suspend or terminate the participation or refuse to grant the prize if (i) the Participant or the Participating Individual is in breach of these Terms and Conditions or any terms incorporated by reference; (ii) despite Ingram Micro's reasonable endeavours, it is unable to verify or authenticate the Participant or the Participating Individual through the information provided upon registration or upon awarding of the prize; or (iii) Ingram Micro believes that the Participant's or the Participating Individual's acts or omissions may cause Ingram Micro financial loss or legal liability. By entering the Promotion, Participants and Participating Individuals agree that, in the event of winning a prize, Ingram Micro may use their name in publicity and waive any claims to royalty, right, or remuneration for such use. Ingram Micro owns all copyright and other intellectual property rights in the Promotion, and the Promotion or parts hereof may not be used without Ingram Micro's prior written consent. Any intellectual property rights in the prize remain with the manufacturer or publisher. The Participant acknowledges that participation in the Promotion is voluntary and that neither the Promotion nor the prize shall not be construed as any attempt by Ingram Micro to bribe the Participant or Participant Individuals to obtain or retain any business, and that neither the Participant nor Participant Individuals are under any obligation whatsoever to confer any business advantage to Ingram Micro or that the Participant or winner's independence will be affected. The Promotion is governed by and construed in accordance with the laws of England and Wales without its conflicts of law. The parties submit to the exclusive jurisdiction of the English courts. Ingram Micro reserves the right to modify these Terms and Conditions at any time without advanced warning or notice, to suspend, withdraw or cancel the Promotion for any reason and at any time and to exclude a Participant and/or Individual Participant who do not abide to these Terms and Conditions from this Promotion at any time.