



# Cisco Rewards Program - Terms and Conditions

## A. General

1. Eligibility – All Cisco Registered Partners (“Resellers”), as determined per Cisco region or country, and published on <http://www.cisco.com/go/ciscorewards>, are eligible to participate, and encourage the eligible persons within their organizations to participate, in the Program (as defined below) in accordance with these Terms and Conditions.
2. Cisco® is sponsoring the “Cisco® Rewards Program” (hereafter referred to as “Program”). Cisco means the Cisco entity with which Partner has a valid resale agreement. The Program awards Cisco® Rewards Points (hereafter referred to as “Points”) to enrolled Participants for designated activities outlined in promotional offers. Specific rules for offers will be outlined at <http://www.ciscorewards.com>. Offers may vary by criteria such as country, company certification, and eligible registered job role.
3. The Program is open only to legal residents of their respective country who have an eligible role of Account Managers, System or Sales Engineers, or Partner Administrator in Cisco’s Partner Program Enrollment (PPE) tool or Partner Self-Service (PSS) tool, or another role as deemed eligible in the PSS tool. Individual Account Managers, Systems or Sales Engineers, Partner Administrators, and other qualified individuals enrolled in the Program are referred to as “Individual Participants.” Each Individual Participant must also be employed by a Reseller enrolled in the Program (“Company” or “Partner”) that purchases Cisco products and services (“Products and Services”) directly from Cisco or from a Cisco Authorized Distributor.
4. If a Company has more than one Partner Administrator in PPE or PSS, only one Partner Administrator per Company BE GEO ID and country combination will be allowed to be the Company Program Manager as the Company Participant (“Company Program Manager”). The Partner Administrator must be authorized to bind his or her Company to these Terms and Conditions. The Partner Administrator and the Company Program Manager may also enroll as Individual Participants. Additional Company Program Manager access within the Program website and/or any changes to the Company Program Manager may be requested only by the Partner Administrator contacting customer service in writing.
5. The Program is also open to the Partner Administrator’s Company – the enrolled Cisco Reseller – also referred to as the “Company Participants”.
6. Employees of other Cisco resellers that prohibit employee participation are not eligible to participate. Company Participant must be registered for the Program as Individual Participants from that Company in order to register and remain eligible for the Program.
7. Each Individual Participant must be a legal resident of the country of the Company Participant throughout the term of the Program. Individual Participants must (i) be employees or contractors of the Partner, and (ii) have a valid username (also referred to as Cisco CCO ID or User ID) and a valid password on Cisco.com, associated to the Partner’s Profile via Partner Self-Service Portal or <http://www.cisco.com/go/pss> (access can be obtained online at the Cisco Partner Self Service Tool (<http://tools.cisco.com/WWChannels/GETLOG/login.do>)). The Company Administrator must have the authority to bind the Partner to these Terms and Conditions.
8. Individual offer rules, including eligible Individual Participants, buy method, product SKUs, and offer duration will be specified within the CiscoRewards.com website.
9. Individual Participants must remain employed at or under contract with the Company and associated to the Partner’s Profile via Partner Self-Service Portal to retain membership in the Program.
10. If Individual Participants have registered in accordance with these Terms and Conditions and subsequently are no longer associated with a Partner via Partner Self-Service Portal, they will have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will be expired and their membership will cease. During this period, the Company Program Manager or Partner Administrator cannot transfer the Individual Participant’s points to another Individual Participant’s account or to Partner’s account, except in countries where deemed required by Relevant Law. During this time, the Individual Participant will not be eligible to make claims on past or current sales or offers, and any sales or activities during this period are not eligible to earn points.
11. If a Partner is removed from the Program, all related Participants (Company and Individual) will have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will be expired and their membership will cease.
12. The Program will include a voluntary “Remove Me from the Program” function through Cisco Partner Self Service. If the Participant opts to be removed from the Program during any stage, Cisco shall not contact the



## Cisco Rewards Program - Terms and Conditions

Participant via e-mail, phone, or standard mail with respect to any marketing-related activities related to this Program after the date on which the Participant opts out of this Program. Participants will then have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will be expired and their membership will cease. As used in these Terms and Conditions, "Participant" refers to an Individual Participant and/or a Company Participant unless the context requires otherwise, and "Participants" shall be construed accordingly.

13. Partner Administrators will have the ability to cancel Company's participation – and hence, their employees' participation – in the Program at any time by contacting the Cisco Customer Service via MyCisco Workspace or at <http://www.cisco.com/go/cs>. All Participants (Company and Individual) will have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will be expired and their membership will cease. During this time, the Participant will not be eligible to make claims on past or current sales or offers, and any sales or activities during this period are not eligible to earn points.
14. The Company's portion of the Cisco Rewards Program is only available to the Company Program Manager.
15. Eligibility is subject to the policies of related Individual Participants' Company regarding the acceptance of incentive benefits and/or regarding participation in, and performance of activities under, the Program generally.
16. By participating in the Program, Individual Participants and Company Participants warrant that (a) they are eligible to participate under their country's Relevant Laws, including those governing prizes and awards and (b) participation in, and performance of activities under, the Program are consistent with the policies of the Company for which the Individual Participants works.
17. Cisco reserves the right to disqualify any Participant (Individual and/or Company) and expire all associated points if Cisco determines that Participant's participation in the Program, receipt of a reward, or the Program itself violates any Relevant Law.
18. Cisco reserves the right to disqualify any Participant (Individual and/or Company) and expire all associated points if Cisco determines that Participant's participation in the Program, or receipt of a reward, is in violation of these Terms and Conditions or the offer terms, or if the Participant is ruled to be ineligible.
19. Likewise, Cisco reserves the right (a) to disqualify and expire all associated points of any Participant (Individual and/or Company) that Cisco suspects of fraud or other unlawful conduct in claiming points or (b) to disqualify and expire all associated points of any Participant who Cisco believes has purchased products in violation of Cisco's Distribution Channel Policies or Cisco's Direct Channel Policies (whichever is relevant). At a minimum, the Participant's account will be frozen during the review period and no activity will be allowed to transact against it.
20. Cisco reserves the right to discontinue the Program at any time. Should this occur, Participants will then have ninety (90) calendar days to redeem their outstanding points, after which time all remaining points will be expired and their membership will cease.
21. "Relevant Law" means, in relation to a jurisdiction, the statutes, common laws, and regulations promulgated by governmental instrumentalities and that are capable of being enforced in a court of law in that jurisdiction. In the United States "Relevant Law" includes applicable Federal, and State, Regional, and Local laws. "Relevant Laws" shall be construed accordingly.
22. "Cisco" means the Cisco entity with whom Partner has entered into a resale agreement (such as a Systems Integrator Agreement or Indirect Channel Partner Agreement or similar).

### **Geographic Availability**

Subject to these Terms and Conditions, the Program is now available to Resellers selling in one or more of the countries that are listed in the Cisco Rewards Program website (<http://www.cisco.com/go/ciscorewards>) under "Participating Countries".

## **B. Official Program Dates**

1. Company can start accruing points when the Company Program Manager accepts these Terms and Conditions. Individual Participants can start accruing points when Company Program Manager indicates that Individual Participants may participate in the Program and upon enrolling individually in the Program by accepting these Terms and Conditions ("Effective Date"). The Program will continue indefinitely, or until such time as Cisco decides to terminate the Program and Program website.



## Cisco Rewards Program - Terms and Conditions

2. On the Effective Date, qualified Participants begin generating qualified sales and may register for the Program. Qualification dates and criteria vary by country. See <http://www.cisco.com/go/ciscorewards> under Participating Countries for current qualifications.
3. Any questions may be directed to Cisco Customer Service by opening a case via My Cisco Workspace or at <http://www.cisco.com/go/cs>.

### C. Participation

1. Account. The Company Participant will subsequently assign points to Individual Participants utilizing the Program online system. If available, this choice will be presented to the Company Administrator when enrolling the Company in PPE. The Companies and Participants in select countries may have a choice of having points allotted initially only to the Company. Companies and Participants who are within (a) European Economic Area or "EEA" (comprised of the European Union, Iceland, Lichtenstein, Norway, and Switzerland) or (b) countries in Asia Pacific and China ("APJC") and are within the Program shall have points allotted only to the Company Participant Account and the Company Administrator will subsequently assign points to Individual Participants utilizing the Program online system.

While points may be earned through Individual Participant behavior, such points remain the property of the Company until they are assigned to the Individual Participant, who then may redeem points on the Program site. Points may be assigned at the sole discretion of Company. Participants may be subject to additional terms and conditions for the Cisco promotions in which they participate. A Company Participant Account may claim sales on behalf of their employees (those who are enrolled as Individual Participants, as defined above). The Individual Participant points earned resulting from the matched claim will be deposited into the Company Participant Account to be distributed by the Company Participant at the Company Participant's discretion.

2. When a Company enrolls in the model stated in Section C.1 above, tax and legal obligations related to the Program are the sole responsibility of the Company.
3. At any time during the Program, Company Participants should visit <http://www.cisco.com/go/ppe> and Individual Participants should visit <http://www.cisco.com/go/pss> (Partner Self Service (PSS)) to register for the Program prior to submitting any claims or to change their profile information.

**NOTE:** In order for Individual Participants to begin earning individual rewards, their associated Company will need to have registered for the Program first and the Individual Participant also will need to have registered for the Program.

4. Participants agree to be contacted via phone, email, and standard mail at any time during this Program.
5. Cisco.com access is required for every individual to access the Program web site. This access can be obtained online by completing Cisco.com registration at: <https://tools.cisco.com/RPF/register/register.do>.
6. Claims and Offers – Applicable to eligible Cisco Resellers. Specific rules for claims process and offers will be outlined on Program web site (<http://www.ciscorewards.com>) for each respective offer. Only claims made for activities after Participant enrollment in the Program are valid.

Some offers may require specific qualifications, such as company or individual certification. The date that the Participant meets such qualification, as recorded by Cisco, will be the date on which that Participant is eligible for that offer. The date that the Participant ceases to meet such qualification, as recorded by Cisco, is the date that the Participant will become ineligible for the offer. If a Company Participant's qualification changes, the associated Individual Participants' eligibility will also change, if based on the Company Participant qualification.

Offers or competitions publicized under the Cisco Rewards Program via its website (<http://www.ciscorewards.com>) may have additional terms and conditions. These will be outlined within the specific offer or competition description.

7. Participants shall retain the Authorized Reseller to Distributor Purchase Order Number for Eligible Products or Services, or Reseller to Cisco Purchase Order Number for Eligible Products and Services.
8. All product and service claims will be entered online unless part of a dispute or exception process.
9. After officially registering in full for the Program, the Participant must submit claims by following the online claims processes at <http://www.ciscorewards.com>. For qualified product and/or services sales made through



## Cisco Rewards Program - Terms and Conditions

a Cisco Authorized Distributor, this will require that Participants enter the Distributor Name and Reseller to Distributor Purchase Order Number (PO Number) of the qualified sale.

10. If applicable under the currently published offer, each PO Number can be claimed for Cisco Products or Services by up to one Account Manager and one System or Sales Engineer per Purchase Order per Company. Company Program Manager may use the processes provided within [Ciscorewards.com](http://Ciscorewards.com) to claim on behalf of the Company's Individual Participants. Claims submitted by unqualified roles will be denied or expired.
11. No Participant may use the same PO Number to submit more than one Cisco claim, unless otherwise noted in offer rules.
12. For qualified product and services sales, Participants must retain their purchase orders.
13. Only PO Numbers containing one qualified End User are eligible under this Program. Purchases made with multiple qualified End Users on a single PO Number are ineligible for this Program and will be denied.
14. A claim must be submitted online within forty five (45) calendar days of the Distributor or Cisco Sales Order Date. Claims submitted after this forty five (45) day window will be denied.
15. Points may only be awarded for the qualified, registered job roles who have submitted eligible claims. The Partner ("Company Participants") can be rewarded at a cumulative, companywide level for the total performance of their Company. Valid offers including eligibility, duration, dates, and claim specifics, will be listed at <http://www.ciscorewards.com>.
16. All claims are subject to verification by Cisco Authorized Distributors and Cisco, whose decisions as to the validity of the PO Number claims are final.
17. Claims reflecting special or promotional pricing are ineligible, unless otherwise noted in offer rules.
18. Matched points will be transferred to the Individual and Company Participants' Program Account(s) once an audit has been completed and the PO Numbers have been checked for returned Cisco Product or Services.
19. Most claims will be matched within twenty-one (21) calendar days, although in some cases, it may take longer.
20. Points may not be awarded until the end of each calendar month in which the claim was matched. Returns will be checked at the sole discretion of Cisco or Cisco's Authorized Distributor and any points given in consideration of the purchase of a returned Product will be deducted from the eligible points.
21. A claim will expire if no matching PO Number has been found in the Cisco database after sixty (60) calendar days from the date the claim was entered by the Participant. Expired claims cannot be resubmitted, unless resubmission is at the request of Cisco as part of an audit process.
22. In the event that Cisco, its vendors, or their respective subsidiaries, or a Cisco Authorized Distributor attempts to contact a Participant to clarify information on the claim, notice will be sent to Participant by regular mail or email. If the Participant to whom notice is sent fails to respond within fifteen (15) calendar days after the date of mailing (or transmission in the case of email), Participant's claim is disqualified and the points associated with that claim are forfeited.
23. In the event a claim is denied, Participants have fourteen (14) calendar days to appeal the denial. Appeals shall be registered by opening a case with Cisco Customer Service via My Cisco Workspace or at <http://www.cisco.com/go/cs>. Appeals made after fourteen (14) calendar days have elapsed will not be considered.
24. When exceptions handling or dispute resolution is required, the Cisco Rewards Customer Service Team will instruct the Participant as to the necessary next steps. This may require the Participant to submit copies of the Authorized Distributor or Cisco proof of purchase and the Company's resale invoices. Participants should keep a copy of the submitted documents for their records. All documents submitted become the property of Cisco and will not be returned. Invoices will only be accepted by email and must be addressed to "Cisco Rewards Claims." The claims portion of an exceptions handling or dispute resolution process must be submitted via <http://www.cisco.com/go/cs> or via the method that the Cisco Customer Service Team directs. Mailed documents will not be accepted. Any documentation mailed will not be processed.
25. Cisco, its vendors, and their respective subsidiaries, and Cisco Authorized Distributors are not responsible for lost, late, incomplete, invalid, illegible, fraudulent, or misdirected submissions or claim documentation or information; for failed, partial, or garbled computer transmissions; or for technical failures of any kind,



## Cisco Rewards Program - Terms and Conditions

including but not limited to electronic malfunctioning of any network, hardware, software, electronic, or human error that may occur in the transmission of any information related to this Program or in the processing of claims.

26. Participation is limited to one (1) Company Participant per Cisco BE GEO ID. Such Company Participant may elect to have Country level sub-accounts by requesting this via Cisco Customer Service at My Cisco Workspace or <http://www.cisco.com/go/cs>. Participation is limited to one (1) account per Individual Participant (regardless of the number of CCO IDs an Individual Participant uses).

### D. Redemption

1. Where redemption by Individual Participant is available, Individual Participants must first complete the registration process in full, which includes reviewing and accepting these Terms and Conditions on Cisco Partner Self Service (PSS). Upon first logging into the Program website, Individual Participant must submit a valid tax identification number on the Rewards Program website for tax reporting purposes. If an Individual Participant or Company Participant's tax identification number (or equivalent) cannot be validated with the appropriate tax authority, access to the program, system, or elements thereof may be denied until valid information is provided. (If tax identification number is not required by Country or if Company Participant Account is allotted points initially, Individual Participant will not be required to submit tax identification.)
2. To participate as a Company Participant, Partner's PPE Partner Administrator must first fully complete the registration process in the Cisco Partner Program Enrollment (PPE) tool: <http://www.cisco.com/go/ppe>. The Partner Administrator must first review and accept these Terms and Conditions. Upon first logging into the Program website, Company Participant must submit a valid tax identification number on the Rewards Program web site for tax reporting purposes. (If tax identification number is not required by Country, Company Participant will not be required to submit tax identification.)
3. Participants may redeem their matched and awarded points for any item currently featured on their Program's Website catalog at the time of redemption. Award point values required for redemption of specific rewards are subject to change at the sole discretion of Cisco and/or its vendor or supplier.
4. Reward lead times vary and are noted on the Program website.
5. Reward shipments can only be made to the Partner's country of registration.
6. Points earned starting on the Effective Date will expire only as noted in these Terms and Conditions.
7. Cisco will not be held responsible for any problems regarding merchandise, trips, or other uses of the prepaid rewards card or rebate checks.
8. All redemptions are final and cannot be returned, exchanged, or cancelled.
9. In jurisdictions where Individual Participants and/or Company Participants are not required by law, or pursuant to governmental practice, to have a tax identification number or Employer Identification Number, the Individual Participants and/or Company Participants may provide other form of identification for tax reporting purposes as part of the registration process or contact their contact at the relevant Cisco Channel organization for assistance. Provision of such number or identification is to facilitate assessment of Individual Participants' and/or Company Participants' eligibility to participate in the Program and/or entitlement to rewards. It does not create any responsibility on Cisco's part to report tax or comply with other reporting, payment or other obligations for the Individual Participants and/or Company Participants where no such obligation otherwise exist.
10. Payments cannot be processed until a valid Rebate Coordinator is assigned for that program/country combination. It is the responsibility of the Partner Company to actively manage its payment contacts via Cisco's Partner Self Service (PSS) tool. This is a critical activity to ensure that only authorized personnel from the Company receive the Rebate or Incentive claim instructions to complete the claim and payment process.
11. Missing Payment Contact Expiration. Payments on hold due to a missing Rebate Coordinator will follow the same 90 and 120 day expiration policy. Payments sent to the Global EasyPay team that are missing a Rebate Coordinator due to the Partner Company not actively managing this information in the Partner Self Service (PSS) tool will be placed on hold. On-hold payment transactions will be checked once weekly to confirm if a Rebate Coordinator has been added. When and if Partner Company adds or updates its Rebate Coordinator, those impacted payments will be released. If a Rebate Coordinator is not provided to Cisco within the 90/120 day expiration period, then the on-hold payment(s) will expire automatically. In such case, Cisco reserves the right to withdraw the payment permanently.



## Cisco Rewards Program - Terms and Conditions

### E. Prepaid Rewards Card (Not Available in the EEA and APJC)

1. If a prepaid rewards card is available in a given country, the card will be a choice on the Program website catalog at the time of redemption. United States and Canada: Reloadable prepaid rewards cards are only available to Individual Participants and can only be issued in the Individual Participant's name.

Prepaid Reward Cards are not available to Participants in the European Economic Area (EEA), comprised of the European Union, Iceland, Lichtenstein, Norway, and Switzerland, or APJC.

2. Prepaid rewards cards may include their own terms and conditions of use which will be sent to Individual Participants along with their prepaid rewards cards.
3. If an Individual Participant chooses a Reloadable prepaid reward card, only one prepaid rewards card will be issued to each Individual Participant. A replacement prepaid rewards card can be issued for a fee upon loss of the plastic card. Prepaid rewards cards can only be issued in the Individual Participant's name.
4. Individual Participants can view their prepaid rewards card accounts online to see their remaining balances. The prepaid rewards card will function as a rewards card and cannot be used if there is no longer a positive balance in the prepaid rewards card account.
5. Prepaid rewards cards may not be able to be used to withdraw cash from an ATM, subject to the terms and conditions of the card issuer.
6. Individual Participants must accrue a minimum threshold of points in order to redeem for a reloadable prepaid rewards card. Changes to these values and increments are at the sole discretion of Cisco. Minimum value of approved points in order to redeem a reloadable prepaid rewards card and respective increment is outlined in the respective Program website catalog.
7. Cisco will not be held responsible for any problems regarding merchandise, trips, or other uses of the prepaid rewards card.\*

\* Reward cards are issued in connection with a loyalty, award, or promotional programs.

### F. Rebate Check Rewards (United States and Canada Only)

1. Rebate check rewards are only available for redemption by Company Participant Account in the **United States** and **Canada** and all checks will be made to the order of the Company.
2. A replacement rebate check can be issued if necessary. A stop payment order will be placed on the original check in such cases. (A nominal fee may apply. If the nominal fee applies, the dollar value equivalent will be deducted from the Company's points account balance. For example, in the United States, if the administrative fee incurred is USD\$15.00, that amount is equivalent to 6,000 Company points.)
3. Eligible Company Participants must accrue at least 200,000 approved points in order to redeem for a rebate check. Rebate checks can only be redeemed in 200,000-point increments.
4. Rebate checks may only be issued in the name of the participating Company.
5. Rebate checks will be shipped via postal methods. As a result, there will be no tracking method available for rebate checks.
6. Rebate checks will be shipped to the Company within 4-6 weeks from the redemption date.

### G. Travel and Experiential Rewards

1. Participants may only nominate a person to receive a travel and experiential reward who is and remains a full time employee of the Partner Company at the scheduled time of the travel or experiential reward.

Additional terms and Conditions for travel and experiential rewards will be provided in the relevant travel documents package, which will be sent via email or mail after redemption. Any questions Participants may have prior to redemption can be answered by calling the Cisco Rewards Service Team.

2. Unless otherwise specified in the Travel Package Terms and Conditions, any arrangements that are not arranged and pre-paid by Cisco are the sole responsibility of the Participant including, without limitation, spending money, meals that are not part of the pre-paid itinerary, taxes, insurance, passports, visas, vaccinations, additional transfers, items of a personal nature, in-room charges, sight-seeing and other entertainment costs and all other ancillary costs.



## Cisco Rewards Program - Terms and Conditions

3. A condition of participating in any travel or experiential reward is that all Participants consent to participate in the experience or undertake the travel at the participating person's free will and risk. The participating person must expressly waive any responsibility or liability on the part of Cisco for any accidents, personal injury, damage to or loss of any personal property and indemnify Cisco against any claims by third parties under or in connection with the travel or experiential reward. Cisco may require the participating person to sign a waiver before embarking on the travel or experiential reward and may withdraw or cancel the reward in the event that a participating person does not sign such waiver.

### H. Damaged Merchandise Rewards

1. Damage must be reported to the Cisco Rewards Customer Service Team within 72 hours of receipt via the "Contact Us" link on the online rewards catalog, or a new item cannot be sent in its place.
2. All original packaging, including exterior box, product packaging, and shipping label, is needed to process a claim with UPS and other freight carriers. It is imperative that both of the above two criteria are met in order to open a claim and have the second shipment sent to the Participant at no cost.
3. Upon notification, the Cisco Rewards Customer Service Team will start a claim and will initiate a replacement shipment for the same item to the customer at no cost, provided the above two criteria are met.
4. All replacement shipments will be for the same item.

### I. Reward Shipment Lost in Transit

1. If an item has been reported "lost in transit," a claim will be opened and a reshipment will be initiated without delay. This reshipment will be at no additional cost, unless it is later proven to have been delivered to the award recipient.
2. If the lost item is found to have been delivered to the award recipient, the Cisco Rewards Customer Service Team will initiate a call tag for this item. If the item is either not successfully recovered or is received back in non-resalable condition, the Participant's account will be decremented the associated points for the reshipment. This could take the account to negative balance.
3. If UPS or other freight carrier denies a loss claim due to the fact that the signature matches previous signatures for UPS or other freight carrier deliveries that were received, then the Participant's account will be decremented the associated points for the reshipment. This could take the account to negative balance.

### J. Defective Merchandise

All items will be covered by the manufacturer's warranty program. Award recipients may contact the Cisco Rewards Customer Service Team for assistance and direction on each manufacturer's warranty process. Defective merchandise may not be returned or exchanged.

### K. Reward Transitions/Substitutions/ Removals

1. Cisco reserves the right to substitute a similar reward or model at a different cost if the manufacturer is unable to supply the model shown in the catalog.
2. Cisco reserves the right to remove or delete rewards from the catalog at any time and without notice.

### L. Address Corrections

1. To update or change address information as listed with Cisco, the Individual Participants and Company Participants may visit the Cisco Partner Self-Service link at <http://www.cisco.com/go/pss>.
2. Address corrections for reward shipments already submitted may be able to be processed provided they originate from the Participant's account and are submitted in written format by email to the Cisco Rewards Customer Service Team at [ciscorewardsgeneral@grsportal.com](mailto:ciscorewardsgeneral@grsportal.com). Should the originally-submitted address have already been submitted to the freight carrier, any applicable address correction fees will apply and the Participant's account will be decremented the associated points. This could take the account to negative balance.

### M. Taxes – Individual Participants

1. All point redemptions are granted exclusively to the Individual Participant and the Individual Participant acknowledges that these points may be treated as taxable income and may be considered direct



## Cisco Rewards Program - Terms and Conditions

compensation for the purposes of taxation, national insurance or social security contributions (or equivalent taxes or social charges applicable under local law). The Individual Participant must pay all applicable income taxes, even if the Individual Participant's employer has required that the Individual Participant transfer ownership of the money to the Company. For income tax purposes, the appropriate form(s) will reflect the fair market value of the redemption, including any applicable value added taxes. The Individual Participant is solely responsible for any federal, state, provincial taxes, social security, national insurance contributions, social charge or other taxes that may be imposed as a result of receiving points under the Program and the Individual Participant will indemnify Cisco for any taxes (whether direct or indirect or otherwise) that Cisco becomes liable for as a result of the Individual Participant being provided with points and/or prizes pursuant to this Program.

2. For prepaid rewards cards, the Individual Participant will be sent the country appropriate form for that amount regardless of whether the money on a prepaid rewards card redemption has been spent. Only the money issued to the prepaid rewards card in the taxable calendar year will be reported.
3. If an Individual Participant moves, he or she must update his/her Profile's personal address accordingly. The Individual Participant can do so by going to his/her profile in Partner Self Service (PSS) at <http://www.cisco.com/go/pss>. If the Individual Participant is unable to access PSS, the Individual Participant can notify Cisco Customer Service of the updated address by opening a case at Cisco Customer Service in My Cisco Workspace or at <http://www.cisco.com/cs>. Cisco is not responsible for Individual Participants who do not receive their appropriate tax forms on time due to a change of address of which Cisco has not been notified, or for any other reason beyond the reasonable control of Cisco and its respective subsidiaries.
4. If applicable, the country-appropriate tax form will be issued to the Individual Participant by Cisco for the aggregated sum of all Cisco Programs for the calendar year. Country appropriate tax forms will be issued as per Relevant Laws. All point redemptions are considered taxable benefits.
5. The Individual Participant acknowledges and agrees that Cisco may be obliged under applicable local laws to report to the Individual's local tax authorities and/or social charge or contributions agency (or analogous authority), information relating to the Individual Participant's participation in the Program, including without limitation, the points accumulated.
6. Liability to such taxation or social charges is the sole responsibility of the Individual Participant, and Cisco gives no warranty and accepts no responsibility as to the taxation treatment of the Program, including without limitation, the accumulation of points.

### N. Taxes – Company Participants

1. The Company must pay all applicable income, value added, and other associated taxes. All point redemptions are considered taxable benefits and are subject to applicable Federal and regional laws of the Company's country. The Company must pay all applicable income taxes and/or handle the distribution of the tax responsibility to its employees if rewards have been issued to employees, even if Company has transferred ownership of the rewards to the employee.
2. For income tax purposes, the country-appropriate tax form will reflect the fair market value of the redemption.
3. In the United States, for rebate checks, the Company Participant will be sent a country-appropriate tax form for that amount regardless of whether the money on the rebate check redemption has been cashed. Only the money issued in the taxable calendar year will be reported.

If a Company moves, the Company Participant is required to notify Cisco of the current address by changing Company Participant's address information through the Cisco Partner Program Enrollment Service link <http://www.cisco.com/go/ppe>. Cisco is not responsible for Company Participants who do not receive their country-appropriate tax form on time due to a change of address of which Cisco has not been notified, or for any other reason beyond the reasonable control of Cisco or its respective subsidiaries.

4. If applicable, the country-appropriate tax form will be issued to the Company Participant by Cisco for the aggregated sum of all Cisco Programs for the calendar year.

### O. Points Expiration

1. Individual Participants must remain employed at a Cisco Reseller, have a Cisco ID (CCO ID) that is associated with a Reseller, and have enrolled through PSS to retain membership in the Program.



## Cisco Rewards Program - Terms and Conditions

2. If Individual Participants are no longer employed by a Cisco Reseller, they will have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will expire and their membership will cease. During this period, the Company Program Manager cannot transfer the Individual Participant's points to another Individual Participant account or to the Company Account, except in countries where deemed required by law.
3. If a Channel Partner is removed from the Program, all related Participants (Company and Individual) will have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will expire and their membership will cease.
4. The Program will include a voluntary "Remove Me from the Program" function through Cisco Partner Self Service. Participants will then have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will expire and their membership will cease.
5. Partner Administrators will have the ability to cancel their Company's participation – and hence, their employees' participation – in the Program at any time by contacting Cisco Customer Service via My Cisco Workspace or at <http://www.cisco.com/go/cs>. All Participants (Company and Individual) will have sixty (60) calendar days to redeem their outstanding points, after which time all remaining points will expire and their membership will cease.
6. All outstanding points will expire for Company or Individual Participants whose account has been inactive for 24 cumulative months and their respective account may be closed by Cisco. There will be no calendar days thereafter to redeem any previously outstanding points. "Inactive" is defined as an account that has had no earning or redemption activity. Earning and redemption activity will be tracked within <http://www.ciscorewards.com>. Claim activity that does not result in points issuance is not considered earning activity.
7. Company Participant Point Expiration.

All unused points issued to the Company Participant account any time within a fiscal year will expire for Company Participants at the end of the first quarter of the second Cisco fiscal year following the Cisco fiscal year in which they were earned. Company Participant must redeem points or transfer points to Individual Participants associated with their Company during this period. This Section O.7 is effective October 1, 2014.

For example, a Company that earns 100,000 points in FY1 must redeem or transfer a total of 100,000 points by the last day of the first quarter of FY3 or Cisco may expire the balance of the total point value from FY1 that was unused. Points will be measured on a first in, first out basis.

Points transferred to Individual Participants in the Company or points redeemed by the Company Participant prior to this date will not be expired. This expiration is specific to Company Participant accounts and does not apply to Individual Participants.
8. Company and Individual Participants can see activity by date within their respective accounts in the "My Points" section. Participants may not be notified prior to point expiration. Expiration is at Cisco's discretion.

### P. Miscellaneous

1. By participating in this Program, Participants agree to release and hold harmless Cisco, the vendors that manage this Program, Cisco's Authorized Distributors, and each of their respective subsidiaries, divisions, related companies, and their respective officers, directors, employees, and agents from and against any and all claims or causes of action arising out of participation in the Program. Participants further grant Cisco and its agents and assignees full permission and authority to use, publish, and display Participant name, voice, and photograph or other likeness, as well as identifying information such as the name of Participant employer, for advertising or other related purposes in any media without additional compensation (optional for residents of Tennessee).

Participants further acknowledge and agree that Cisco may post information on a leaderboard, newsfeed, or other method to show status (found at <http://www.ciscorewards.com> or another Cisco password protected web site) relating to Participant's participation in various challenges that fall under these Terms and Conditions. This information will be visible to Cisco and to other Program Participants participating in the Challenge. The information may include, but is not limited to, Partner's name and territory; the fact of Partner's participation in the Challenge; specific tasks completed; and/or Partner's ranking as compared to other partners participating in the Challenge. Rankings will include numbers such as PSR Rank, PSR Services Rank, and Sponsor Rank. Regardless of whether this information could be construed as



## Cisco Rewards Program - Terms and Conditions

competitive information, and notwithstanding anything to the contrary in any other agreement between Partner and Cisco, Participant acknowledges and agrees that Cisco may post such information. Partner acknowledges and agrees that it shall be solely responsible for ensuring that its employees grant Cisco and its agents and assignees full permission and authority to use, publish, and display such information, plus employees' names, voices, and photographs or other likenesses, as well as identifying information such as the names of participants' employers, for advertising or other related purposes in any media without additional compensation unless prohibited by law.

2. Any and all disputes, claims, and causes of action with Cisco arising out of or connected with this Program, other than determination or validity of claims, shall be resolved individually, and exclusively by arbitration under the Commercial Dispute Resolution Procedures (January 1999) of the American Arbitration Association in San Francisco, California, United States, or under the dispute resolution provision of Partner's resale agreement, as applicable. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees. Participants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased.
3. Cisco reserves the right, at its sole discretion, to cancel or suspend the Program and the Program member site should viruses, bugs, unauthorized human intervention, or other causes beyond the control of Cisco, in the Company's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Program or the Program member site. In the event of cancellation, Cisco may require Participants to redeem all transferred points within ninety (90) calendar days of cancellation or suspension.
4. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions shall be governed by, and construed in accordance with, the laws specified as the governing laws in Partner's resale agreement with Cisco (i.e. Indirect Channel Partner Agreement, Systems Integrator Agreement, or similar). In the United States, the foregoing means the laws of the State of California.
5. Cisco reserves the right to cancel or modify this Program at its discretion. Any modification of these Terms and Conditions shall be communicated to the Participants by regular mail, email, or by posting on the Cisco Website at <http://www.cisco.com/go/ciscorewards> or <http://www.ciscorewards.com>. Please check these Terms and Conditions frequently, as Cisco may from time to time unilaterally amend the Terms and Conditions by posting revised language on the Website. The most up-to-date version of these Terms and Conditions will always be available for review on the Website. Amendments will become effective at the time they are posted on the Website. Continued use of the Website after amendments are posted will constitute acceptance of such amendments.
6. The submission of false, incomplete, or misleading claims in connection with the Program may constitute mail or wire fraud, which are Federal criminal offenses, and may violate regional/state laws as well.
7. Each Individual Participant and each Company Participant, through its authorized representative, verifies to the following:
  - A. Either:
    1. The owner(s), principals, directors, officers and employees of Company Participant's business ("Owners/Management") are not government officials or employees (at any level of government); or
    2. If, during the term of the Program, one or more of the Owners/Management is or becomes an official, officer or representative of any government, political party or candidate for political office outside the United States and is responsible for a decision regarding obtaining or retaining business for Cisco Products or Services by such government or governmental entity, Company Participant will notify Cisco in writing;
  - B. The Owners/Management of Company Participant are not employees of Cisco (including any of its affiliated companies);
  - C. Neither Company Participant, nor the Owners/Management of Company Participant, has been formally charged with, convicted of, or plead guilty to, any offense involving fraud or corruption;



## Cisco Rewards Program - Terms and Conditions

- D. Neither Company Participant, nor the Owners/Management of Company Participant, has been listed by any government or public agency (such as the United Nations or World Bank) as debarred, suspended, or proposed for suspension or debarment or otherwise ineligible for government procurement programs;
  - E. Neither Company Participant, nor the Owners/Management of Company Participant, has offered to pay, nor has Company Participant paid any political contributions to any person or entity on behalf of Cisco.
  - F. They will promptly inform Cisco if any portion of the statements in this section changes (e.g., an owner of Company Participant's business becomes a government official).
8. Exhibit A ("Compliance with Anti-Corruption Laws") is incorporated herein.
  9. Cisco is a registered trademark of Cisco Systems Inc. in the United States and other countries.
  10. These Terms and Conditions are prepared in the English language. Other languages are translations for convenience purpose only. If there is any conflict between the original English language and other languages, to the extent permitted by law, the English language shall prevail.

### Q. Reseller Payment Policy

1. Payment location for Program Payments
  - A. One or more Reseller legal entity must execute a Resale Agreement with Cisco.
  - B. Cisco then assigns each entity that executes such an Agreement to a Country Group. Country Groups may consist of a single or multiple countries. Cisco, in its discretion, maintains the Country Group mappings. Some Cisco programs apply Program Payments at the Country Group level, while others apply Program Payments at the country level.
  - C. Cisco makes Program Payments based on the country where Reseller has enrolled in these Terms and Conditions or the Reseller's assigned Country Group, if applicable.
  - D. For each Country Group, one of the Reseller legal entities that executed the Resale Agreement must accept these Terms and Conditions for that Country Group. Reseller must select a legal entity located in one of its authorized Territories in the Country Group as the entity and location for payment. The beneficiary of the payment must be the entity identified by the Reseller when accepting these Terms and Conditions.
  - E. For Program Programs earned at the Country Group level, all Program Payments will be made only to a bank account in the country selected by the Reseller for the receipt of Program Payments. The country of the bank account must be located within the Country Group.
  - F. For Program Programs earned at the country level, all Program Payments will be made only to the bank account in the country associated with these Terms and Conditions.
  - G. For Program Payments earned at the country level, all Program Payments will be made only to the bank account in the country associated with these Terms and Conditions.
  - H. Resellers operating in the countries identified in the table below must follow the additional payment restrictions identified therein.

Location of Sales Related to Program Payment	Country Group Assigned by Cisco	Where Rebate Must be Paid
CANSAC	CANSAC	All Program Payments earned in CANSAC will be paid to the mainland country identified by the Reseller. If no Program Payments are earned in mainland countries, Program Payments may be made to the authorized Territory in an island country (Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bermuda, Cayman Islands, Dominica, Dominican Republic, Grenada, Guadeloupe, Jamaica, Martinique, Montserrat, Netherlands Antilles, Puerto Rico, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Virgin Islands, British, Virgin Islands, U.S.) in CANSAC.



## Cisco Rewards Program - Terms and Conditions

Location of Sales Related to Program Payment	Country Group Assigned by Cisco	Where Rebate Must be Paid
India	India Sub-Continent	All Program Payments earned in the India Subcontinent country group will be paid in India. If no Program Payments were earned in India, Program Payments will be made to the authorized territory within India Subcontinent country group.
Ukraine	Europe East	All payments earned in the Europe East Country Group will be paid to the Partner entity in Ukraine if any Program Payment is earned there. If no Program Payments are earned in Ukraine, Program Payments will be made to the authorized Territory within Europe East.

- I. The Program Payment location must remain constant for the duration of the Program Period.
2. Beneficiary, Banking and Contact Policy
  - A. Cisco will not permit changes to the name and/or the payment country of the Reseller during the program period.
  - B. Resellers may not nominate third parties to receive Program Payments directly from Cisco on behalf of the Partner.
  - C. Reseller payments to a payment aggregator will not be allowed.
  - D. Individuals may not receive payments. Only corporate entities may receive payments.

Questions: Any questions may be directed to the Cisco Customer Service Team by opening a case at My Cisco Workspace or at <http://www.cisco.com/go/cs>.



# Cisco Rewards Program - Terms and Conditions

## EXHIBIT A

### Compliance with Anti-Corruption Laws

In connection with the sale or distribution of Cisco Products or Services, or otherwise in carrying out its activities under or in connection with the Program, each Individual Participant and each Company Participant represents and warrants the following:

- (a) Company Participant will comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies, regulations and procedures, including, without limitation, all anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (Applicable Laws). They can find more information about the FCPA at the following URL: <http://www.justice.gov/criminal/fraud/fcpa/>, or by contacting [publicsectorcompliance@cisco.com](mailto:publicsectorcompliance@cisco.com).
- (b) They shall not take any action or permit or authorize any action in violation of the Applicable Laws;
- (c) They will not use money or other benefit or privilege provided by Cisco for any unlawful purposes, including any purposes violating Applicable Laws, such as direct or indirect payments, for the purpose of assisting Cisco in obtaining or retaining business, to any of the following:
  - government officials (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business);
  - political parties or party officials,
  - candidates for political office, or
  - any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations.
- (d) They remain responsible for undertaking appropriate and reasonable measures to ensure that their own subcontractors, consultants, agents or representatives who interact with government-affiliated organizations comply with applicable anti-corruption laws;
- (e) Company Participant's key personnel who directly support Cisco's account have or will have completed training (provided by Company Participant, Cisco<sup>1</sup>, or another third party) on compliance with applicable anti-corruption laws within the past 12 months (from the date when the Company Participant participates in the Program).
- (f) In no event shall Cisco be obligated to take any action or omit to take any action that Cisco believes, in good faith, would cause it to be in violation of any laws.
- (g) The owner(s), principals, directors, officers and employees of Company Participant's business are not government officials or employees (at any level of government);
- (h) The owner(s), principals, directors, officers and employees of Company Participant's business are not employees of Cisco (including any of its affiliated companies);
- (i) Individual Participant, Company Participant, its owner(s), principals, directors and officers have not been formally charged with, convicted of, or plead guilty to, any offense involving fraud or corruption;
- (j) Individual Participant, Company Participant, its owner(s), principals, directors and officers have not been listed by any government or public agency (such as the United Nations or World Bank) as debarred, suspended, or proposed for suspension or debarment or otherwise ineligible for government procurement programs;
- (k) They have not offered to pay, nor have they paid, nor will they pay, any political contributions to any person or entity on behalf of Cisco;

---

<sup>1</sup> Cisco's on-line anti-corruption training is available in numerous languages and is free of charge for up to five of Integrator's personnel at [http://www.corpedia.com/clients/cisco/pre\\_reg.asp?lid=300446001](http://www.corpedia.com/clients/cisco/pre_reg.asp?lid=300446001).



## Cisco Rewards Program - Terms and Conditions

- (l) If Company Participant is a non-governmental entity, it will notify Cisco in writing if any of its owners, partners, principals, officers, or employees are or become, during the term of the Program, officials, officers or representatives of any government, political party or candidate for political office outside the United States and are responsible for a decision regarding obtaining or retaining business for Cisco Products or Services by such government. Company Participant will also promptly inform Cisco if any other portion of the statements set forth in subsections (g) through (k) above changes.
- (m) Notwithstanding any other provision of the Program, Cisco may terminate Participant's participation in the Program immediately upon written notice if Participant breaches any of the representations and warranties set forth in this section. Participant will indemnify and hold harmless Cisco for any violation by Participant of any Applicable Laws.
- (m) Participant can report to Cisco any concerns it may have regarding any business practices by emailing [ethics@cisco.com](mailto:ethics@cisco.com), or by calling Cisco's Helpline toll free number in North America 1 877 571-1700. Other worldwide toll free Helpline telephone numbers are found at: <http://www.cisco.com/web/about/citizenship/ethics/ethicsLine.html>.
- (o) Participant has read and agrees to act consistently with Cisco's Policy re: Compliance with Global Anticorruption Laws by Cisco's Partners, published at [http://www.cisco.com/legal/anti\\_corruption.html](http://www.cisco.com/legal/anti_corruption.html) (available in English and ten other languages), or by contacting [publicsectorcompliance@cisco.com](mailto:publicsectorcompliance@cisco.com).