

## CISCO VERSASTACK dCLOUD DEMO PROGRAM

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE SERVICES OF THIS WEBSITE AND/OR PARTICIPATING IN THE PROGRAM. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, AN ORGANIZATION THAT IS A CISCO REGISTERED CHANNEL PARTNER OR AN AUTHORIZED CISCO DISTRIBUTOR (hereinafter called the "PARTICIPANT") AND CISCO<sup>1</sup> (hereinafter called "Cisco") ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH THE PARTICIPANT IS ELIGIBLE TO PARTICIPATE IN THE VERSASTACK dCLOUD DEMO PROGRAM (hereinafter called the "PROGRAM"). PARTICIPATION IN THE PROGRAM IN ANY MANNER, INCLUDING USE OF THIS WEBSITE IMPLIES THAT YOU ACCEPT THESE TERMS AND CONDITIONS (hereinafter called the "Terms and Conditions").

It is your responsibility to read and understand the information provided on these pages before participating in the Program. These pages are frequently updated. Further, it is your responsibility to check these pages regularly to determine whether the provisions have been modified. If you do not agree to any such modification, you must immediately cease participation in this Program by contacting the Program Centre listed on the following website: <http://ecmx-wip.cisco.com/web/SG/partners/versa-stack/index.html> ("Program Website"). By continuing to participate in the Program after such modification, you are hereby deemed to have agreed to such modification.

### 1. The Program Description

- (a) The Program will be available from the date that the VersaStack dcloud demo program is made generally available to Participants and will run for 90 days from that date ("Program Period"), or until terminated in accordance with these Terms and Conditions, and shall serve as an on-going or continuing Program for Participants until termination or expiration. Actual Program start and completion dates will be published on the Program Website.
- (b) The Program will run in the countries of Australia, New Zealand, Singapore, Malaysia, Thailand, Philippines, Indonesia, Vietnam, India, Korea, which are listed in the Program Website ("Participating Countries"), and Cisco has the absolute discretion to add or remove any of the countries at any time.
- (c) By participating in the Program, Participants warrant that they are eligible to participate under their country's relevant laws, including those governing prizes and rewards.
- (d) The Program Website will include participation requirements, reward criteria, prize details and these Terms and Conditions.
- (e) Cisco reserves the right to disqualify any Participant and remove all Rewards if Cisco determines that Participant's participation in the Program, receipt of a reward, or the Program itself violates any relevant laws and/or the Terms and Conditions, or if the Participant is ruled to be ineligible.
- (f) Likewise, Cisco reserves the right to disqualify and remove any Rewards of any Participant that (a) Cisco suspects of fraud or other unlawful conduct in claiming Points or (b) 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 transaction/activity will be allowed.

### 2. Program Eligibility

- (a) The Program is open to all Cisco Registered Partners and Authorised Cisco Distributors.

---

<sup>1</sup> The Cisco entity offering this Program is: for promotions in Australia, Cisco Systems Australia Pty Ltd. for Japan, Cisco Systems G.K.; for India and South Korea, Cisco Systems International B.V. and for all other countries in APAC, Cisco International Limited.

- (b) Participants will be automatically registered for the Program when they start using the VersaStack dCloud demo.
- (c) Employees of Cisco and/or its Affiliates and their immediate families and anyone else professionally connected with the Program, shall not be eligible to participate in the Program. "Affiliate," means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, which directly or indirectly control, are controlled by, or are under common control with Cisco.
- (d) Each Participant must ensure that his/her participation in the Program is lawful and is in accordance with the applicable laws in the country where they are employed.
- (e) Each Participant is responsible to ensure their eligibility to participate in and/or receive Rewards in this Program and similar programs and promotions, in compliance with all applicable rules, regulations and policies.
- (f) The Participant acknowledges that Cisco may, at its sole discretion, restrict, suspend, withdraw or otherwise alter aspects of or the whole of the Program, with or without notice at any time to the Participant.
- (g) Cisco may at its sole discretion, restrict, suspend or withdraw membership to the Program.

### **3. Earning Rewards**

- (a) The Participant will be able to win Rewards through using the VersaStack dcloud demo at the Data Centre and Virtualisation tab at <https://dcloud-sng-web-1.cisco.com/dCloud/availableDemos.jsp>, during the Program Period. Participants with the 4 most active Participant accounts will be entitled to receive the applicable an apple iPad pro (9.7 inch, 32 GB, with an Apple Pencil for iPad Pro), with RRP US\$762 ("Reward").
- (b) dcloud activity will be monitored and recorded. Cisco dCloud usage tracking reports will be used to track the Participants' dCloud usage. Completion and delivery of one dCloud demo is considered one usage instance. Cisco may request Participants provide evidence of real delivery of dCloud demo to partners or customers. Such evidence may include confirmed calendar invite, event announcement, recording of dCloud demo, or acknowledgement by partner or customer attending the demo.
- (c) Limit of one Reward per Participant.
- (d) Cisco reserves the right to change the basis on which Rewards are awarded at any time, without notice, at Cisco's sole discretion, and without any liability or compensation to the Participant.

### **4. Delivery of Rewards**

- (a) At the end of the Program Period, Cisco will notify qualifying Participants requesting evidence of real dCloud demo delivery. Qualifying Participants must provide such evidence as requested by Cisco within 2 weeks of receipt of the notice.
- (b) Cisco will calculate Rewards after all verification of dCloud demo deliveries has been completed and notify Participants of their achieved Rewards.
- (c) Delivery of Rewards will be done locally by Cisco Local Partner Account Manager.
- (d) Cisco may, at its sole determination, withdraw the Rewards in the event: (i) Rewards are suspected to be fraudulently recorded or earned by the Participant; (ii) Rewards are recorded in error; or (iii) Rewards relate to a transaction which has been cancelled.

**The following Sections contain General Terms and Conditions.**

## **5. Changes in the Program**

- (a) Cisco reserves the right to audit, terminate, suspend, amend, modify, revoke or cancel the Program, including (without limitation) the value of the Rewards, the earning or claiming of Rewards or eligibility criteria, in whole or in part, for any reason at any time without prior notice. Cisco will act reasonably in communicating with Participants through email and the Program Website in the event of any changes to the Program. Without limiting the foregoing, in addition, if for any reason the Program is not capable of running as planned, including due to fraud, foul-play, infection by computer virus, bugs, tampering, technical failures, human error or any other causes beyond the control of Cisco that corrupt or affect the administration, security, fairness, or integrity of the Program, Cisco reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Program. In such event, Cisco reserves the right if feasible to judge and award Rewards as provided herein from among the eligible entries or transactions received or closed up to the time of the impairment.
- (b) Cisco may at any time or times without notice to a Participant cancel Rewards (without liability to the affected Participant) or set off any Participant's liability under or relating to these Terms and Conditions and the Program to Cisco against any liability of Cisco to the Participant (in either case howsoever arising whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether any such liability is present or future, liquidated or unliquidated). Any exercise by Cisco of its rights under this clause shall be without prejudice to any other rights or remedies available to Cisco.
- (c) Cisco reserves the right to suspend or exclude a Participant from participating or continuing to participate in the Program if in its reasonable opinion:
  - i. the Participant materially breaches these Terms and Conditions;
  - ii. the Participant's conduct is inconsistent with the object and intent of the Program and/or the Terms and Conditions.
- (d) Cisco may in its reasonable discretion cancel all Rewards that have accrued to the Participant if the right to participate in the Program is suspended or excluded.
- (e) Rewards are not refundable, replaceable, or transferable for cash, credit, or other rewards under any circumstances. Lost, stolen or mutilated vouchers/stored value cards will not be replaced. Rewards earned under the Program may not be re-sold, bartered or exchanged for other goods or services except as stated on the Reward. All Rewards are subject to availability.

## **6. Participants Responsibilities**

- (a) Participants shall keep full, true, and accurate records and accounts, in accordance with generally-accepted accounting principles, of each Product and Service purchased and deployed or distributed, by serial number, including information regarding Software usage and export or transfer.
- (b) Participant shall provide reasonable assistance to enable Cisco to audit the deployment of Cisco Products or Services.
- (c) If required by the Program, in order to claim the Program Reward, Participant must submit Participant's claim form together with the following supporting documents to Cisco, within the timeframes specified in the Program Terms and Conditions or, if no deadline is specified, no later than thirty (30) days from the date of Participant's submission of the Point of Sale (POS) Information to Cisco:
  - i. Serial numbers of the relevant Cisco Products;

- ii. Program deal tracking number allocated by Cisco must be provided in the POS report and the claim form.
  - iii. Such other supporting documents or information as may be required by Cisco from time to time.
- (d) Any attempt by any Participant and/or Participant's personnel to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an incident occur, Cisco reserves the right to seek damages from any such Participant and/or Participant's personnel to the fullest extent permitted by law.
- (e) Cisco shall not be liable to any Participant or any other person for failure to supply the Reward or any part thereof, by reason of the Reward becoming unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Cisco's control. Neither Cisco, nor its employees, officers, directors, agents, contractors, representatives, affiliates, shall assume any responsibility whatsoever for failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software or electronic; the incorrect or inaccurate capture of entry or other information; the failure to capture any such information; or human error, theft, loss, destruction or damage to entries, or other factors beyond its reasonable control.

## **7. Compliance with the Laws**

- (a) Participants shall be responsible for compliance with any and all laws, rules, regulations, employment, contractual limitations, and employer's policies regarding any Participant's eligibility to participate and/or receive Reward(s) in this Program. If any Participant is participating in violation of the Participant's policies, that Participant may be disqualified from this Program and/or from receiving the Rewards. Cisco disclaims any and all liability or responsibility for disputes in law, or arising between any Participant and Participant's personnel related to this matter.
- (b) Cisco reserves the right to disqualify any Participant from participation in the current Program and/or any future reward program campaign or program, and cancel (without any liability to the affected Participant) all associated rewards if Cisco determines, at its sole discretion, that the Participant participation in the Program, or receipt of a reward, is in violation of the Program Terms, or if the Participant is ruled to be ineligible or the receipt of a reward or the Program itself violates the governing law of the Agreement and/or the laws of the country in which the Participant normally resides and works or operates as well as the laws of the country in which the Participant is incorporated and operates.
- (c) Likewise, Cisco reserves the right (i) to disqualify and cancel (without any liability to the affected Participant) all associated rewards of any Participant Cisco suspects of fraud or other unlawful conduct in implementing the Program or (ii) to disqualify and cancel (without liability to the affected participant) all associated rewards of any participant who Cisco believes has purchased products in violation of its Cisco's channel partner Agreement. At a minimum, that Participant's account will be frozen during the review period and no activity will be allowed to transact against it.

## **8. Tax Provisions**

- (a) The awarding of Rewards are granted exclusively to the Participants and not to Participant personnel or any other individual irrespective of whether the criteria is met by Participant personnel or any other individual. The Participant acknowledges that these Rewards may be treated as taxable income and may be considered direct compensation for the purposes of taxation, national insurance or social security contributions (or equivalent taxes or social

charges applicable under local law). Participants are 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 Rewards under the Program and the Participants will indemnify Cisco for any taxes (whether direct or indirect or otherwise) that Cisco becomes liable for as a result of the Participant being provided with Rewards pursuant to this Program. All tax and legal obligations on Participant personnel related to the Rewards are the sole responsibility of the Participant.

- (b) Participants acknowledge and agree that Cisco may be obliged under applicable local laws to report to the Participant's local tax authorities (or analogous authority), information relating to the Participant's participation in the Program, including without limitation, the Rewards accumulated. Liability to such taxation or social charges is the sole responsibility of the Participant, and Cisco gives no warranty and accepts no responsibility as to the taxation treatment of the Program, including without limitation, the accumulation of gifts.

## **9. Copyright Provisions**

- (a) Copyright © 2015 Cisco Systems, Inc. All rights reserved. Cisco, Cisco Systems, and the Cisco Systems logo, are registered trademarks or trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and certain other countries. All other trademarks mentioned in this document or website are the property of their respective owners. The use of the word 'partner' or 'channel partner' does not imply a partnership relationship between Cisco and Participant and/or any other company.
- (b) The design and content of the Program, the Program Website, any related materials, services and software (including but not limited to text, sound, photographs, graphics or other material contained in the Program communications, advertisements or messages, whether by Cisco or Cisco's advertisers or channel partners) are protected by copyrights, trademarks, service marks, patents and/or other intellectual property rights and laws, and their use is permitted only as expressly authorized by Cisco or as required by law.

## **10. Limitation of Liability**

BY ENTERING AND/OR ACCEPTING A REWARD, PARTICIPANTS AGREE THAT CISCO, ITS SUBSIDIARIES, AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS (INCLUDING DEATH OR DISABILITY), AND/OR PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE REWARD OR PARTICIPATION IN THE PROGRAM. NOTHING IN THESE TERMS AND CONDITIONS SHALL AFFECT A PARTY'S LIABILITY FOR FRAUD, BODILY INJURY OR DEATH.

## **11. Additional Clauses**

- (a) References to years and quarter are based on Cisco's financial year and corresponding quarters.
- (b) Cisco's calculation and/or evaluation of discount/rebate/reward eligibility are final and determined in Cisco's absolute discretion and will be based on information available to and in possession of Cisco at the relevant time.
- (c) Cisco reserves the right and you agree to allow Cisco to audit all Participant claims and request supporting documentation.
- (d) These Terms and Conditions contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise has been

given nor shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to accepting these terms. Neither party has relied on any prior representations, undertakings or promises and the parties hereby waive any right, claim or remedy which they might otherwise have had in relation to them.

- (e) The submission of false, incomplete, or misleading claims in connection with the Program may constitute fraud.
- (f) Nothing under this Program and the present Terms and Conditions shall be construed as setting minimum purchase requirements.
- (g) With respect to Participant, the choice of law and jurisdiction provisions incorporated in the channel partner agreement shall apply to these terms and to the Program.
- (h) If any provision of these terms is found to be illegal, invalid or unenforceable under any applicable law, such provision shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.