

Cisco Canada Partner Get Refreshed Incentive Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.

This Contest (the "Contest") opens on January 8, 2018 at 12AM Pacific Time and ends on June 30, 2018 at 11:59PM Pacific Time, or if earlier, until there are no more available prizes (the "Contest Period"). Entry into this Contest is acceptance of these Official Rules. This Contest is sponsored by Cisco Systems, Canada Inc., 88 Queens Quay West, #2900, Toronto, Ontario, M5J 0B8, Canada ("Sponsor" or "Cisco").

1. ELIGIBILITY.

This Contest is open to participants ("Participants" or "you") who are age 18 years or older at the time of entry, and are employed by an "authorized Cisco Channel Partner" ("Partner Company") at all times during the Contest Period. This Contest is not open to: (1) employees or internally contracted vendors of Sponsor or its parent/subsidiaries, agents and affiliates; (2) the immediate family members or members of the same household of any such employee or vendor; (3) anyone professionally involved in the development or administration of this Contest; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Contest or acceptance of the prize(s). This Contest is not open to individuals in the province of Quebec in Canada. In addition, residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan are not eligible to participate. This Contest is void in these countries and where otherwise prohibited or restricted by law.

2. HOW TO ENTER.

- The Cisco Get Refreshed Partner Challenge (the "Challenge") offers Partner Account Managers ("Partner AMs") and Systems Engineers ("Partner SEs") the opportunity to win a series of prizes, including round-trip travel for two to a destination of the prize winner's choice, to be coordinated by Sponsor's designated travel agent ("Travel Agent") (CAD \$10,000 maximum value). Travel not available to Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) or Sudan.
- A "Partner AM" is defined as a single contributing sales rep/account manager. A "Partner SE" is defined as a single contributing pre-sales systems engineer. Participants must be aged 18 years or over. The Challenge is not open to employees of Cisco, any contractors or agents of Cisco, or anyone professionally involved in the administration of The Challenge.
- Partner AMs and Partner SEs employed by Cisco Authorized Partner Companies that are enrolled in the Migration Incentive Program are automatically enrolled in the contest.
 - o The Cisco Migration Incentive Program allows partners to earn a discount on new products when returning a migrated product to Cisco.
 - o Partner companies must enroll into the Migration Incentive Program on an annual basis using the Cisco Partner Program Enrollment tool (www.cisco.com/go/ppe).
 - o Partners register Migration Incentive Program deals in CCW (www.cisco.com/go/ccw).
 - o Migration Incentive Program Rules located here: [Link](#)
 - o Migration Incentive Program Terms and Conditions located here: [Link](#)

Entries must be received during the Contest Period. Sponsor is not responsible for late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, and/or unintelligible entries, or for any problems, bugs or malfunctions Participants may encounter when submitting their entry. Only complete valid entries will be accepted. Sponsor will not verify receipt of entries. Participants must provide all information requested to be eligible to win. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Incomplete, unreadable, or unintelligible entries, in the sole discretion of Sponsor, will be disqualified. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.

JUDGING CRITERIA

Winner(s) will be identified based on the ability for partner AMs and SEs to register and close Refresh deals, using the following criteria:

- One Point is awarded for every CAD \$10,000 of Refresh deals closed during the contest period.
- One point is awarded for every Refresh deal registered during the contest period.
- Participants with the Highest Total Points at each Giveaway date will be declared winner(s).
- In event of a tie, the Participant with the highest Absolute \$\$ Bookings at each Giveaway date will be declared the winner.

“Refresh” deals can consist of either Cisco and/or Meraki products.

“Refresh” deal is defined as one or a combination of the following:

- o Any approved deal registered in the Migration Incentive Program with a valid Deal ID
- o Any net-new approved Meraki registered deal with the “Get Refreshed Deal” typed in the “Notes” section. Deal must be specified as Cisco/Meraki Refresh or Competitive Replacement.
 - Maximum partner discount for Meraki Get Refreshed Deal is 65%

PRIZES. Subject to the terms of these Official Rules, once confirmed by Sponsor, the winner(s) will receive the following:

- o Early Bird Giveaway #1: One iPhone 8
 - o Early Bird Giveaway #2: One Meraki MR33 Access Point with 3 Year Subscription
 - o Early Bird Giveaway #3: Two tickets to local sporting event (subject to availability)
 - o Grand Prize Giveaway: Round-trip travel for two (Winner and guest) to be coordinated by Cisco’s “Rewards Concierge Service” to a destination of winner’s choice (CAD \$10k maximum value) subject to availability and subject to the terms and conditions at www.ciscorewards.com/terms. Travel not available to Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) or Sudan. Approximate value will vary depending upon point of departure and seasonal fluctuation of airfares. If the actual value of is less than the stated approximate value, the difference will not be awarded. All expenses not specifically coordinated by the Cisco’s “Rewards Concierge Service” are not included and are solely the Finalists’ responsibility, including but not limited to, airline food/beverages, and hotels; travel insurance; laundry service; spa treatments; alcoholic beverages; telephone calls; merchandise; souvenirs; incidental expenses, parking and tips and gratuities. Airline carrier and hotel regulations and conditions apply. Winner is responsible for obtaining all necessary travel documents, including valid passports, visas and travel insurance, and complying with all health or other government regulations.
- Each Partner Company is responsible for identifying the Partner AM and Partner SE for each Refresh deal. Cisco will provide a list of all Refresh deals registered by each partner. If a Partner Company does not identify the Partner AM and Partner SE for each Refresh deal by the deadlines identified in Table 1, the Partner Company forfeits inclusion in that Giveaway event.
 - Prizes will be awarded on the following Giveaway dates:
 - o February 15, 2018 – Early Bird Giveaway #1
 - o March 15, 2018 – Early Bird Giveaway #2
 - o April 16, 2018 – Early Bird Giveaway #3
 - o July 16, 2018 – Grand Prize Giveaway
 - All relevant dates during the Contest Period are identified in Table 1. All Grand Prize travel will be arranged by Cisco’s Travel Agent and must be used within one year of the award.

Type of Giveaway/Prize/ARV	Period during which points can be earned	Date of Giveaway	Deadline to identify Partner AM and Partner SE for each Refresh Deal to Cisco
Early Bird Giveaway #1	January 8, 2018 – January 31, 2018	February 15, 2018	February 12, 2018

Early Bird Giveaway #2	January 8, 2018 - February 28, 2018	March 15, 2018	March 12, 2018
Early Bird Giveaway #3	January 8, 2018 - March 31, 2018	April 16, 2018	April 13, 2018
Grand Prize Giveaway	January 8, 2018 - June 30, 2018	July 16, 2018	July 13, 2018

- On each Giveaway date, one winning Partner AM and one Partner SE will be identified based on the number of points earned by that date (a total of two (2) prizes will be awarded each Giveaway date). Cisco is offering two separate prize pools – one for Partner AMs and one for Partner SE’s. Three “Early Bird” Prizes and a one Grand Prize for travel will be awarded to each prize pool for a total of eight prizes.

Limit one (1) prize per Participant. The approximate retail values are subject to change based on current market conditions at the time of prize fulfilment. Winners are not entitled to any surplus between actual retail value (ARV) of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, assignment, transfer, or cash redemption of any prize is allowed by Winner. Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If applicable, prizes may be awarded in the form of voucher(s), coupon(s) and/or gift card(s) in Sponsor’s sole discretion. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes, cards or certificates after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

NOTIFICATION OF WINNER(S). Winners will be notified by phone, mail and/or email, at Sponsor’s discretion. Sponsor’s decision will be final in all matters. Sponsor may also send potential winner(s) a declaration of eligibility / liability / publicity release (“Release”). Unless restricted by law, potential winners receiving such a Release may be required to complete and return it within the time period specified therein. The prize may be forfeited and, in such case, an alternate potential winner may in Sponsor’s discretion be selected from among the remaining eligible entries (using the criteria described above), if a potential winner: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Prizes will be sent to winner as quickly as practicable following notification (and receipt of any Release and related document, if applicable).

Cisco will notify the winning Partner AM and Partner SE by email within twenty (20) working days after the end of the Contest Period. Each winning Partner AM and Partner SE must, by July 27, 2018, confirm acceptance of the prize. If a winning Partner AM or Partner SE does not so confirm by July 27, 2018 such winning Partner AM or Partner SE forfeits its prize and a new winner selected.

GENERAL CONDITIONS.

The Contest is subject to applicable federal, state and local laws, and these Official Rules.

Each winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the prize. If applicable, the winner(s) may be issued an IRS Form 1099 or other tax documentation for the approximate retail value of any awarded prize.

Participant grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory/country), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval.

Following the Contest Period, Sponsor shall not be required to retain records of any Entries.

By participating, Participant hereby: (a) agrees bound by these Official Rules, and the decisions of Sponsor, which shall be final and binding; and (b) waives any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. Once submitted, an Entry cannot be deleted or cancelled.

If any prize involves travel, all potential winners are responsible for obtaining all necessary travel documents, including valid passports, visas and travel insurance, and complying with all health or other government regulations.

Participant acknowledges and agrees that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize or the Contest. All warranties are hereby disclaimed; and each potential winner will accept the Prize "AS IS." All costs and expenses, including support services, not specifically listed above as part of the prize, are solely the winner's responsibility.

In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Subject to applicable law, Sponsor reserves the right in its discretion, to (a) cancel, terminate, modify or suspend this Contest and these Official Rules, for any reason, at any time and without any liability, and (b) limit or restrict participation in the Contest, upon notice.

All Participants are solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding Participant's participation in trade promotions or acceptance of promotional prizes; and by entering this Contest, Participant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If a Participant is not permitted to accept any received prize, then the Participant may return such prize to Sponsor; and Sponsor will refund the cost of shipment, as appropriate.

Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration or participation in the Contest is prohibited. To the extent the Contest uses or requires functionality of any third party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Contest is not sponsored by such third parties, and further agree to follow the policies on such website(s), as applicable. Sponsor reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules, or otherwise acts in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner; and Sponsor reserves the right to cancel the Contest should it suspect fraud or for reasons out of the control of Sponsor. Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of California. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Contest administration; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; or (f) other factors beyond Sponsor's reasonable control. Sponsor is not responsible for injury or damage to any Participant's or any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site.

If for any reason the Contest is not capable of running as planned by Sponsor, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in

Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. If Contest is cancelled prior to the end of the Contest Period, for the reasons stated above, notice will be posted on the Contest website; and some or all of the prizes may, in Sponsor's sole discretion, be awarded to potential winners to be selected (using the judging criteria described above) from among all the remaining uncorrupted entries received up until the time of modification or cancellation.

Sponsor shall not be liable to any Participant or other person for failure to supply any prize or any part thereof, by reason of the prize becoming, for reasons beyond the reasonable control of Sponsor, 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 Sponsor's control.

LIMITATIONS OF LIABILITY AND RELEASE. PARTICIPANT AGREES THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY PARTICIPANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND IN CONNECTION WITH THE CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

PUBLICITY. Participant acknowledges and agrees that Sponsor may use the Contest (including any submission) for publicity, advertising or other marketing purposes, in any media, and may use the name, likeness, and hometown name and/or prize information of potential winners as part of that publicity, without additional compensation to the potential winners.

PRIVACY. All personal information collected by Sponsor will be used for the administration of the Contest and in accordance with Sponsor's privacy policy. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at <http://cisco.com/web/siteassets/legal/privacy.html> for important information regarding the collection, use and disclosure of personal information by Sponsor.

OFFICIAL RULES AND WINNERS' LIST. For a copy of these Official Rules or the names of winners, please send your request and a self-addressed, stamped envelope to Tessa Liu-Man-Hin, 88 Queens Quay W, #2900, Toronto, Ontario M5J 0B8, Canada. Winners list to be available approximately twenty days after the Contest Period.

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