## Terms and Conditions of the Synnex Microsoft Volume Licensing Microsoft SQL Server Train and Transact Promotion

IMPORTANT: Please read these terms and conditions before participating in the program. By participating in the program, YOU ("Reseller") are deemed to have read and understood, and agreed to abide by, these terms and conditions.

Program	Microsoft SQL Server Train and Transact Promotion
Program Period	October 1 to December 31, 2016 (both dates inclusive)
Program Details	Eligible Synnex reseller partners could receive VISA Card for each 'Eligible Transaction' during the Offer Period per details outlined below:
	(1) Submitting a qualified purchase order for Volume Licence SQL Server licences under the Open Program,
	<ol> <li>\$50.00 for order between \$5,000.00 (ex) and \$9,999 (ex)</li> <li>\$100.00 for order between \$10,000.00 (ex) and \$14,999 (ex)</li> <li>\$150.00 for order between \$15,000.00 (ex) and \$19,999 (ex)</li> <li>\$200.00 for order between \$20,000.00 (ex) and \$24,999 (ex)</li> <li>\$250.00 for order equal or greater than \$25,000 (ex)</li> </ol>
	and,
	(2) Attending one of the training programs in person or on demand, promoted by Synnex Australia, either hosted by Microsoft or by Synnex Australia within the program period,
Eligible Synnex Reseller Partners	For any Reseller Partner purchasing Microsoft Windows Server products through Synnex from the Open Program; including Open, Open Value & Open Value Subscription.
Eligible Transaction	<ol> <li>Purchase order must contain at least one unit from the Eligible Product List</li> <li>Only one purchase order per end customer can be qualified per calendar month</li> </ol>
Notes:	<ol> <li>Orders that cannot be processed by COB on last day of the respective 'program periods' due to reseller's credit/ payment issues will be excluded.</li> <li>Orders that cannot be processed by COB on last day of the respective 'program periods' due to Microsoft's order processing will be excluded.</li> <li>Orders deemed Non-SMB by Microsoft excluded. End-user must not be on Microsoft's Managed Account List. Purchase orders with any Charity or Academic SKU are excluded. Information about eligibility of end-user customer available in advance of transaction on request.</li> <li>Synnex reserve the right to disqualify discounted deal.</li> </ol>
	<ul><li>5. Not eligible with any other Synnex promotion.</li><li>6. Winners will be notified via email and phone.</li></ul>
	<ol> <li>Synnex reserve the right to invoice the partner the full commercial purchase cost of the redemption if any Eligible Product is returned to Synnex at a later date, without any replacement order at the same value.</li> </ol>
	8. Synnex Australia's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these terms and conditions and subject to relevant

- state and territory regulations.
- 9. Entries will not be given on back-ordered products.
- 10. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) for any reason; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability (including FBT) incurred by a winner or entrant; or (f) use of the prize.
- 11. If any Terms & Conditions are not adhered to, Synnex reserves the right to waive the winner's prize and select the next qualified Participant according to the criteria.

## **Eligible Product List**

SKU	SKU Description
228-04676	SQLSvrStd ENG LicSAPk OLP NL LclGov
228-10816	SQLSvrStd 2016 SNGL OLP C
228-10817	SQLSvrStd 2016 SNGL OLP NL
228-10837	SQLSvrStd 2016 ENG OLP NL LclGov
7JQ-00254	SQLSvrEntCore SNGL SA OLP 2Lic C CoreLic
7JQ-00255	SQLSvrEntCore SNGL SA OLP 2Lic NL CoreLic Qlfd
7JQ-00337	SQLSvrEntCore ENG SA OLP 2Lic NL LclGov CoreLic Qlfd
7JQ-01012	SQLSvrEntCore 2016 SNGL OLP 2Lic C CoreLic
7JQ-01013	SQLSvrEntCore 2016 SNGL OLP 2Lic NL CoreLic Qlfd
7JQ-01043	SQLSvrEntCore 2016 ENG OLP 2Lic NL LclGov CoreLic Qlfd
7NQ-00216	SQLSvrStdCore SNGL SA OLP 2Lic C CoreLic
7NQ-00217	SQLSvrStdCore SNGL SA OLP 2Lic NL CoreLic Qlfd
7NQ-00288	SQLSvrStdCore ENG SA OLP 2Lic NL LclGov CoreLic Qlfd
7NQ-00805	SQLSvrStdCore 2016 SNGL OLP 2Lic C CoreLic
7NQ-00806	SQLSvrStdCore 2016 SNGL OLP 2Lic NL CoreLic Qlfd
7NQ-00836	SQLSvrStdCore 2016 ENG OLP 2Lic NL LclGov CoreLic Qlfd
810-04964	SQLSvrEnt SNGL SA OLP C
810-04977	SQLSvrEnt SNGL SA OLP NL
810-05025	SQLSvrEnt ENG SA OLP NL LclGov