

**FY15-Q4 Microsoft Open “Productivity comes with great savings: Get up to 15% off**

- 1. Office 365 Business**
- 2. Office 365 Business Premium**
- 3. Office Standard 2013**
- 4. Office Professional Plus 2013”**

**End User Promotion**

**(the “Promotion”)**

**Terms and Conditions for the Promotion**

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE “TERMS AND CONDITIONS”) BEFORE PARTICIPATING IN THE PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (“CUSTOMER” OR “COMPANY”) AND MICROSOFT REGIONAL SALES CORPORATION (“MICROSOFT”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE PROMOTION. BY PARTICIPATING IN THE PROMOTION, YOU ARE DEEMED TO HAVE READ AND UNDERSTOOD, AND AGREED TO ABIDE BY, THESE TERMS AND CONDITIONS.**

**SECTION 1 Definitions**

(a) “*Eligible Order*” means an order of an Eligible Product under the Eligible License Types placed with a Microsoft Reseller during the Promotion Period.

(b) “*Eligible Product*” means the products known as:

(i) Office 365 Business and Office 365 Business Premium with the following SKUs and product description (collectively, Office 365):

Eligible Product SKU	Eligible Product Description
J29-00001	O365Bsness ShrdSvr SNGL SubsVL OLV NL 1Mth AP
J29-00002	O365Bsness ShrdSvr ALNG SubsVL OLV NL 1Mth AP
J29-00003	O365Bsness ShrdSvr SNGL SubsVL OLP NL Annual Qlfd
9F4-00001	O365BsnessPrem ShrdSvr SNGL SubsVL OLV NL 1Mth AP
9F4-00002	O365BsnessPrem ShrdSvr ALNG SubsVL OLV NL 1Mth AP
9F4-00003	O365BusinessPrem ShrdSvr SNGL SubsVL OLP NL Qualified Annual

(ii) the product known as Office Standard 2013 and Office Professional Plus 2013 with the following SKUs and product description (collectively, Office 2013):

Eligible Product SKU	Eligible Product Description
79P-04749	OfficeProPlus 2013 SNGL OLP NL
021-10257	OfficeStd 2013 SNGL OLP NL
79P-04748	OfficeProPlus 2013 SNGL OLP C
269-05499	OfficeProPlus SNGL LicSAPk OLP C
269-05577	OfficeProPlus SNGL LicSAPk OLP NL
021-10256	OfficeStd 2013 SNGL OLP C
021-05426	OfficeStd SNGL LicSAPk OLP C

Please contact [smec@microsoft.com](mailto:smec@microsoft.com) for any questions on this promotion.

021-05429	OfficeStd SNGL LicSAPk OLP NL
269-09050	OfficeProPlus SNGL LicSAPk OLV NL 3Y AqY1 AP
269-09643	OfficeProPlus ALNG LicSAPk OLV NL 3Y AqY1 Ent
269-09651	OfficeProPlus ALNG LicSAPk OLV C 3Y AqY1 Ent
79P-02369	OfficeProPlus ALNG LicSAPk OLV C 3Y AqY1 Pltfrm
021-09152	OfficeStd SNGL LicSAPk OLV C 1Y AqY1 AP
021-09242	OfficeStd SNGL LicSAPk OLV C 3Y AqY1 AP
269-09046	OfficeProPlus SNGL LicSAPk OLV NL 1Y AqY1 AP
269-09645	OfficeProPlus ALNG LicSAPk OLV NL 1Y AqY1 Ent
269-09653	OfficeProPlus ALNG LicSAPk OLV C 1Y AqY1 Ent
79P-02309	OfficeProPlus ALNG LicSAPk OLV C 1Y AqY1 Pltfrm
021-07261	OfficeStd SNGL LicSAPk OLV NL 3Y AqY1 AP
021-07257	OfficeStd SNGL LicSAPk OLV NL 1Y AqY1 AP
79P-04687	OfficeProPlus 2013 ALNG OLV C Each Ent
79P-04701	OfficeProPlus 2013 ALNG OLV C Each Pltfrm
79P-04688	OfficeProPlus 2013 ALNG OLV NL Each Ent
79P-04702	OfficeProPlus 2013 ALNG OLV NL Each Pltfrm
021-10215	OfficeStd 2013 ALNG OLV C Each AP
021-10216	OfficeStd 2013 ALNG OLV NL Each AP
79P-02403	OfficeProPlus ALNG LicSAPk OLV C 1Y PltfrmUTD
79P-02404	OfficeProPlus ALNG LicSAPk OLV NL 1Y PltfrmUTD
269-10041	OfficeProPlus ALNG LicSAPk OLV C 1Y UTD
269-09649	OfficeProPlus ALNG LicSAPk OLV NL 1Y UTD
79P-02337	OfficeProPlus ALNG LicSAPk OLV C 1Y Pltfrm
79P-02338	OfficeProPlus ALNG LicSAPk OLV NL 1Y Pltfrm
269-09656	OfficeProPlus ALNG LicSAPk OLV C 1Y Ent
269-09648	OfficeProPlus ALNG LicSAPk OLV NL 1Y Ent

Please contact [smec@microsoft.com](mailto:smec@microsoft.com) for any questions on this promotion.

- (c) *“Eligible License Types”* means any of the following agreements or their renewal excluding Academic, Charity and Government Open Agreements:
- Open License, Open Value and Open Value Subscription Agreements
- (d) *“Microsoft Reseller”* means a reseller of Microsoft software license products.
- (e) *“Promotion Period”* means April 20 – June 26, 2015 (both dates inclusive).

## **SECTION 2            Promotion overview**

Subject to these Terms and Conditions, for each Eligible Order of at least 5 units of the same Eligible Product SKU (subject to a maximum order of 50 units per customer), Customer can get:

- (a)        **15% off the Estimated Retail Price of Office 365.**
- (b)        **10% off the Estimated Retail Price of Office 2013**

### **SECTION 3            Pricing, returns, other promotions, taxes.**

- 3.1 Pricing. The acquisition of Eligible Products is subject to negotiation and execution of a definitive agreement under the Eligible License Types between Customer and its chosen Microsoft Reseller incorporating applicable Microsoft commercial terms and price levels. The Microsoft Reseller and Customer will determine Customer's actual price and payment terms for Eligible Products.
- 3.2 Returns. Unless required by any applicable law, neither Customer nor its chosen Microsoft Reseller may return any Eligible Product to Microsoft after the order has been processed.
- 3.3 Other promotions. Eligible Product units purchased under the Promotion are not eligible for any other rebates or discounts. Likewise, any Eligible Product purchased under any other Microsoft discount program shall not be eligible for the Promotion.
- 3.4 Taxes. Microsoft is not liable for any taxes that are incurred or arise in connection with the Promotion. Customer shall be responsible for bearing and pay any and all taxes. Customer agrees to indemnify, defend and hold Microsoft harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to such taxes.

### **SECTION 4            Other terms and conditions**

- 4.1 Claims. Microsoft is not responsible for printing or typographical errors in any Promotion-related materials or for claims or submissions that are incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access the Promotion Web Site or any other web site associated with the Promotion. Proof of online submission or any redemption claim shall not constitute proof of receipt by Microsoft or their agents. If any information provided by Customer is found to be misleading or inaccurate, that claim shall be deemed invalid.
- 4.2 Privacy. The information submitted by Customer when participating in the Promotion may include an employee's phone numbers, email address, ID number and other personal information ("**Personal Information**"). Except as provided elsewhere in these Terms and Conditions, Microsoft will only use Personal Information in accordance with applicable data protection laws and regulations and Microsoft's privacy policy referred to below, for the purposes of administering Customer's participation in the Promotion. For more details on Microsoft's privacy policy, please see: <http://privacy.microsoft.com/en-us/default.aspx>.
- 4.3 Modification of these Terms and Conditions, etc.. To the maximum extent permitted by applicable law, Microsoft may modify these Terms and Conditions and/or withdraw or terminate or extend the Promotion at any stage by 15 days' notice posted at the Promotion Web Site, without any liability towards Customer or anyone.
- 4.4 Governing Law. The laws of Singapore shall apply to these terms and conditions.
- 4.5 No third party rights. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms. For the purposes of this paragraph, "person" shall mean a human being or a corporate entity (whether or not having a separate legal personality), as the case may be.