

## vSAN and HCI Kit Promo Reward!

It's time to trade in your qualifying Lenovo sales for rewards that you can take home.

### Criteria for Participation

The vSAN and HCI Kit Promo (the "Promotion") is open to Lenovo's resellers only.

The Promoter is the relevant Lenovo Global Technology company in place in the country and Lenovo Global technology HK Limited in case of offshore business (hereinafter "Lenovo Global Technology")

### Thresholds

Eligible Resellers have been selected by Lenovo in agreement with participating Resellers at the sole discretion of Lenovo Global Technology. The achievement management will be monitored by the Lenovo Incentive Portal for the period starting from 15 August 2020 to 31 January 2021.

### Reporting of Revenue

Only the Revenue reported on the Lenovo Incentive Portal for the specified products will be counted.

All sales must be invoiced no later than the Promotion End Date, no later than 31 December 2020. Lenovo accepts no liability for any transactions that do not meet the above reporting requirements.

### Criteria for Winning the Grand Prize

Eligible Participants that:

#### **1. Register yourself**

Visit [www.lenovoandvmware.com](http://www.lenovoandvmware.com) and complete the online form with your and company data.

#### **2. Check the qualifying Products**

Qualifying products are the one below:

PN	FC	DESCRIPTION	REWARD
7S0600NTWW	S2VK	VMware vSAN 7 Standard for 1 processor License	\$ 100
7S0600PVWW	S2WM	VMware HCI 6 Kit Essentials for 3 Nodes (Max 2 processors per node) License	\$ 200
7S0600PRWW	S2WH	VMware HCI Kit 6 Standard (Per CPU) License	\$ 400
7S0600PZWW	S2WR	VMware HCI Kit 6 with Operations Management (per CPU) License	\$ 400
7S0600MDWW	S2U5	VMware vSAN 7 Advanced for 1 processor License	\$ 200
7S0600PHWW	S2W9	VMware HCI Kit 6 Advanced (Per CPU) License	\$ 700
7S0600MRWW	S2UH	VMware vSAN 7 Enterprise for 1 processor License	\$ 400
7S0600NBWW	S2V3	VMware vSAN 7 Enterprise Plus for 1 processor License	\$ 500
7S0600PMWW	S2WD	VMware HCI Kit 6 Enterprise (per CPU) License	\$ 1000

#### **3. Credit status**

Each month you will be getting a report with the eligible sales. If any of your purchase is missing you will be able to notify it at [vmware@lenovo.com](mailto:vmware@lenovo.com).

#### **4. Claim your voucher**

Claim your voucher or pre-paid mastercard by sending an email to [vmware@lenovo.com](mailto:vmware@lenovo.com).

### Grand Prize Details

The number of licenses sold will be converted into prizes, following the table previously shown.

Responsibility to redeem the Prize by the stated date lies with the Participant and Lenovo takes no responsibility if the participant is not ready to redeem their voucher by this date for any reason whatsoever.

#### Additional Incentive Details

Lenovo promotion terminate on the 31<sup>st</sup> of January 2021.

Participants are eligible to choose from three options: E-Voucher, New Pre-paid Mastercard, Mastercard recharge.

All prizes are non-refundable (for money or otherwise), non-transferable, and may expressly not be sold. There is no cash alternative.

All prizes will be converted to the local currency when dispatched.

The prizes and all elements thereof are subject to availability. If a prize, or any element thereof, should become unavailable for any reason, Lenovo reserves the right to substitute it with another one of equal or greater value.

Lenovo reserves the right to amend, modify or withdraw the Promotion at any point in time without prior notice. Lenovo has the right to change the terms and conditions of the Promotion at any time. All participants will be notified by email in case any changes to these terms and conditions of the Promotion occur or in case of withdrawal of the Promotion.

If Lenovo determines that there has been any discrepancy in reporting appropriate adjustments will be made in the report. In the case of a violation by the Eligible Participant, the Eligible Participant may be disqualified from the Promotion.

The award of the voucher is contingent upon the Participant's compliance with these Terms and Conditions. Lenovo will use reasonable endeavours to provide the Prize as described in these terms and conditions but is not responsible if the Prize is not taken by the Winner or if it differs from the description in these terms and conditions.

"Only Qualifying Product revenue will count toward this promotion, but Sales Staff Members are not required to exclusively purchase Qualifying Products to qualify."

Employees, officers, and directors of Lenovo, its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer and director; employees of predominantly (50% or more) state-owned entities or governmental bodies, or any employees thereof and Lenovo authorized tier one Reseller or their employees may not participate in the vSAN and HCI Kit Promotion.

#### Release and Limitation of Liability

Lenovo shall have no liability to any participant, and participating Eligible Reseller shall indemnify Lenovo against any action, claim, expense or damage brought by a representative or employee of the Reseller against Lenovo or any third party arising from, or in connection with this Promotion. To the fullest permissible under applicable law, Lenovo accepts no liability for any aspect of the Promotion or the participants before, during and after the Promotion.

The Promotion is subject to English law and the courts of England and Wales shall have exclusive jurisdiction over any disputes in relation to it.

This Promotion and/or the terms and conditions herein are void where prohibited, restricted or taxed.

Lenovo will not cover tax liability associated with the Prizes. Any liability to tax is entirely the responsibility of the winning Reseller or individual.

By participating in the Promotion, the Participant agrees to release and hold harmless Lenovo, its related companies, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any Prize, including, but not limited to:

- (a) unauthorised human intervention in the Promotion;
- (b) technical errors related to computers, servers, providers, or telephone or network lines;
- (c) printing errors;
- (d) lost, late, postage-due, misdirected, or undeliverable mail;
- (e) errors in the administration of the Promotion or the processing of data; or
- (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants' participation in the Promotion or receipt of any voucher. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost voucher earnings, and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

The responsibility for executing the prizes will be the marketing agency "MMI" ("the Agency") that will be appointed by Lenovo. The Agency will defend, hold harmless and indemnify Lenovo and Lenovo's Affiliates from any and all claims and liabilities arising out of the execution of the vouchers (before, during and after its redemption) including, but not limited to, any actual or alleged personal injury, death or property damage. ["Affiliates" means entities that control, are controlled by, or are under common control with the relevant Lenovo Global Technology entity.]

With respect to any claims arising in relation to any of the prizes the Agency shall pay all damages and costs including, but not limited to, attorney fees, damage awards, settlement payments, costs of defense, fines, and the cost of Lenovo's and Lenovo's Affiliates' internal resources in handling such claims. Such payment shall be conditioned upon (a) notice by Lenovo to the Agency of such claim, should such claim be first made to Lenovo's knowledge; and (b) cooperation by Lenovo with the Agency, at the Agency's expense, in the defense or settlement thereof.

In no event will Lenovo be liable to any party for any lost revenues, lost profits, incidental, indirect, consequential, and special or punitive damages.

The decision of Lenovo in relation to any aspect of this Promotion is final and binding.

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