

TERMS AND CONDITIONS



A. DEFINITIONS

"ARUBA" refers to the company Aruba Networks.

"ORGANIZER" refers to Optime Consulting, Inc., the company designated by ARUBA for the development, administration and execution of the entire online incentive platform called "ARUBA ACTION PARTNER CLUB".

"PARTNER INTEGRATOR" refers to any user in the authorized SMB community who purchases ARUBA products, through an authorized ARUBA Distributor in the region. The partner integrator profile has no relation with the contract signed with Hewlett Packard Enterprise. If the Partner Integrator's company has a "Medallion" level, it automatically qualifies for the HPE ENGAGE & GROW loyalty program, therefore, the user with this level will not be able to register for this program.

"DISTRIBUTOR" means any authorized ARUBA Distributor who has an active Volume Distribution agreement with ARUBA within the region.

"PROGRAM" refers to the online loyalty platform called "ARUBA ACTION PARTNER CLUB", developed by the ORGANIZER to provide ARUBA authorized PARTNER INTEGRATORS a tool to recruit, reward, train and inform PARTICIPANTS for the sale of authorized products and for executing certain behaviors offered through the program.

"VOUCHER" refers to a reward generated after the registration for every 10 Aps or for every 10 Switches purchased and belonging to the list of authorized products. Reward(s) will be adjusted at ARUBA's discretion once the first 3 months of launch have concluded.

"INSTANT ON PRODUCTS" refers to Aruba products

"AP" refers to Aruba Access Points

"SWITCHES" refers to Aruba Instant On Switches

"PARTICIPANT" refers to any person or entity registered in the "PROGRAM" that is a Partner Integrator of the authorized SMB community and purchases ARUBA products, through an authorized ARUBA Distributor in the region. PARTICIPANTS must be 18 years of age or older and possess a business or individual tax identification number.

"TAX IDENTIFICATION" refers to a unique identifier assigned by local authorities to resellers for tax purposes.

B. ELIGIBILITY

PARTNER INTEGRATORS authorized by Aruba Networks ("ARUBA") are eligible to participate in the ARUBA ACTION PARTNER CLUB program (the "PROGRAM").

1. Program benefits are intended for ARUBA PARTNER INTEGRATORS ("Participants") providing a loyalty platform for the sale of ARUBA Instant On products.
2. The Program is not a refundable program and the prizes are not designed for price reduction to the end user, increase the margin or achieve any purpose other than to encourage the sale of ARUBA products by the Participants.
3. Program rewards are available to active Participants, after purchases of eligible products.
4. This program is not eligible for employees or individuals working in a dependency relationship on Hewlett Packard Enterprise / ARUBA business partners.
5. The ARUBA ACTION PARTNER CLUB PROGRAM will be valid for members from November 1st, 2020 to October 31st, 2021.
6. Authorized dealers are NOT allowed to register or redeem APs or Switches in this program. The company is automatically disqualified if redemptions from this type of company are detected.
Aruba reserves the right to take action regarding the continuity of the contract and participation in other programs.
7. At the time of registration, the user undertakes to have provided true personal and/or corporate information. In the event that fictitious and/or adulterated information is detected, the program reserves the right to remove the registration of that user to this program and take action with regard to the company to which he/she works. The program repeatedly audits the registration information.
8. Only qualified partner integrators are eligible to register and redeem their prize.
9. Resellers of authorized distributors may register for the program only in order to gain visibility of how the platform works and to encourage registration and use of the platform by eligible partner integrators. Distributors should not register serial numbers as they are detrimental to their customers' experience and may be penalized by the organizer.

C. THE PROGRAM

1. The PROGRAM will apply only to registered and previously accepted PARTICIPANTS. The company could carry out initiatives that assign VOUCHERS for specific activities. The PROGRAM applies to the activities described on the ARUBA ACTION PARTNER CLUB website: <https://actionlatam.arubainstanton.com/>. The activities include, but are not limited to registration, redemption, training, as well as other activities that ARUBA decides to implement on the platform.

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2. Accredited VOUCHERS will be according to the list of authorized products which is described in the PROGRAM. VOUCHERS will be credited to the PARTICIPANT according to the purchases of 10 Aps or 10 Switches made in the determined period (from November 1st, 2020 to October 31st, 2021). The participant will redeem the free AP or Switch based on the validation of the products through a VOUCHER that will be generated through the platform. The platform will send a request to the authorized distributor and / or wholesaler who will be in charge of delivering the redeemed Aps or Switches.
3. Aruba reserves the right of admission to this program. Registration and access will be revoked for those users who do not comply with the Partner Integrator profile.
4. By accepting the terms and conditions, the Partner Integrator is responsible for any conflict of interest that may exist, if applicable.
5. HPE Engage & Grow and Partner Ready for Networking have no link to this program.

D. METHOD FOR ENROLLING IN THE PROGRAM

The Partner Integrator must accept the terms and conditions of the PROGRAM when registering and acknowledge that their participation does not create or constitute an employment or commercial relationship with ARUBA.

Aruba reserves the right of admission to this program. Registration and access will be revoked for those users who do not comply with the Partner Integrator profile.

To participate in the PROGRAM, each PARTNER INTEGRATOR must register online at <https://actionlatam.arubainstanton.com/>, complete the required personal information, read and accept the corresponding Terms and Conditions. (Each PARTNER INTEGRATOR is responsible for accepting the Terms and Conditions.)

PARTNER INTEGRATORS are responsible for staying informed regarding the PROGRAM Terms and Conditions which must be accepted during the registration process as a condition to participate in the program. In the same way, the terms and conditions will be available in the footer at all times "<https://actionlatam.arubainstanton.com/>"

The Terms and Conditions of this PROGRAM do not alter or modify the provisions of the agreement between ARUBA and the PARTNER INTEGRATOR if any previously existed.

All PARTNER INTEGRATORS must register their TAX ID to participate in this PROGRAM. The TAX IDENTIFICATION will be used as the unique identification key to verify the information of the Partner Integrator.

All participating users must provide their unique personal identification number . Denial of such a requirement will cause the termination of user accounts within the program.

E. ELIGIBLE PURCHASES

Only purchases of participating products in the program are eligible to be awarded. ARUBA ACTION PARTNER CLUB reserves the right to modify, change, restructure or interrupt the list of participating ARUBA products at any time without prior notice to the Partner Integrators and / or Distributors.

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Purchases are not retroactive. For each 10 APs or 10 Switches accumulated, you can redeem 1 voucher and obtain the AP or Switch chosen by ARUBA, as long as, the partner integrator completes the registration and accepts the terms and conditions on the platform.

Note: The validity of the previous periods are within the following period: from November 1st, 2020 to October 31st, 2021. Purchases of ARUBA products are not retroactive.

Eligible participating products must be purchased directly from an ARUBA DISTRIBUTOR. Only purchases made through ARUBA DISTRIBUTORS are valid for incentive.

The product offered within the Program are based on the purchases made of ARUBA participating products. Only the SKUs and / or participating serial numbers will be eligible to obtain the voucher that will award you the designated product as a prize.

ARUBA reserves the right to modify product eligibility, as well as any other term of a purchase incentive initiative implemented under the Program, at any time and without prior notice.

F. RULES AND REGULATIONS

The Terms and Conditions described in this document will be in force for the duration of the PROGRAM as mentioned in Section B.

ARUBA reserves the right to cancel, suspend, revoke or terminate this PROGRAM, including, but not limited to its rules, Terms and Conditions, in whole or in part, for any reason, after the specified term (Section B), for any or all PARTICIPANTS, 30 days in advance.

PARTICIPANTS can accumulate and redeem vouchers credited to their account in accordance with the rules indicated in the PROGRAM, except for the cancellation of the PROGRAM. In the event of a cancellation of the program, a NOTICE will be sent to the most recent email address provided by the PARTICIPANT, in which a grace period will be granted to the participants to be able to redeem their pending vouchers within 30 days, prior to the cancellation.

Tax ID: Refers to the tax identification that is presented depending on the country.

E.g. :: Mexico = RFC; Brazil = CNPJ

Unique personal identification number: It is the unique registration number in the population

E.g. :: MX = CURP

Vouchers may be redeemed through the platform up to 30 days after they have been generated. Product redemptions are not allowed once this period has expired.

ARUBA reserves the right to alter, limit, modify or add to the PROGRAM, without prior notice at any time or from time to time, which includes, among others, the establishment of time frames and changes in the value of the VOUCHERS of redemptions and their accreditation.

ARUBA, and its subsidiaries, affiliates or agencies will not be responsible for the termination / cancellation of this PROGRAM or the failure to notify PARTICIPANTS of its termination / cancellation. ARUBA, and its subsidiaries, affiliates or agencies will not be responsible for the interruption of the PROGRAM, in particular, if said interruption is the result of inaccurate email or data provided by the PARTICIPANTS, the inability of the PARTICIPANTS to access the email online or the failure of PARTICIPANTS to inform ARUBA of a change in the email address or data.

ARUBA reserves the right to interrupt the participation of any PARTICIPANT in the PROGRAM and will annulate or cancel PARTICIPANT's VOUCHERS in case of fraud, false declaration, abuse or violation of the applicable rules or if any of the VOUCHERS in the account has been issued, received or redeemed for fraud, theft or in any other way illegal or not authorized by the rules of the PROGRAM. These rights are additional to any other resource available to ARUBA in accordance with the applicable legislation.

ARUBA reserves the right to verify the eligibility credentials of any PARTICIPANT. If ARUBA determines, in its sole discretion, that there is suspicion or evidence of tampering with the PROGRAM site or if it experiences technical difficulties that compromise the integrity of the PROGRAM. ARUBA reserves the right to cancel or modify the PROGRAM or cancel suspicious access. Any attempt on behalf of a PARTICIPANT or any other person to intentionally damage any website or undermine the legitimate operation of the PROGRAM will violate criminal and civil legislation, and if such circumstance occurs, ARUBA reserves the right to claim payment of damages. and damages of the participating Company.

PARTICIPANTS agree to these Terms and Conditions to provide true, accurate, current and complete information, and to keep it updated.

PARTICIPANTS recognize their responsibility for the preservation, privacy and security of the data in their possession, including the data received from this PROGRAM and from the people involved in its administration. If a PARTICIPANT receives from this PROGRAM or from any of the people involved in its administration, the data that was not intended for him / her, the PARTICIPANT will inform the sender immediately to coordinate the return, retransmission or destruction in accordance with the sender's instructions.

Failure of the PARTICIPANTS to comply with any of the rules indicated in these Terms and Conditions will cause ARUBA and the ORGANIZER to disqualify said participants from this PROGRAM.

Without prior written notice from each PARTICIPANT and/or PARTNER INTEGRATOR, they authorize the ORGANIZER to disclose their names, location, images or voices, for the purposes of the PROGRAM and / or for advertising purposes, equally promising to cooperate with respect to any PROGRAM and / or promotion, activities, without compensation, and with the means and the way that the ORGANIZER considers appropriate.

The ORGANIZER guarantees and represents that the PROGRAM and these Terms and Conditions comply with current legislation and all applicable laws, as approved by ARUBA.

The relationship between ARUBA and the ORGANIZER under these Terms and Conditions is that of an independent contractor and neither party will be considered an agent, legal representative, joint venture or partner of the other.

ARUBA must approve any press release issued in relation to the subject of these Terms and Conditions, as it relates in advance to ARUBA in writing.

By participating, the PARTNER INTEGRATORS accept the rules, Terms and Conditions of the PROGRAM and accept the decisions of ARUBA as final in everything related to the administration of the PROGRAM as established by the ORGANIZER.

The information contained on the ARUBA ACTION PARTNER CLUB site will be the sole source of information for the Program. In the event of a conflict between the Program information contained on the ARUBA ACTION PARTNER CLUB website and that contained in other sources / collateral documents, the information contained on the ARUBA ACTION PARTNER CLUB website will take precedence.

ARUBA reserves the right to modify these terms and conditions, change the structure of the PROGRAM and / or discontinue the PROGRAM, change or cancel any sales incentive available under the PROGRAM at any time and in its sole discretion, without prior notification to the participants.

ARUBA reserves the right to limit the number of participating products and the number of benefits available under any incentive purchasing initiative aligned with the program without prior notice.

The participant agrees to receive electronic communications in order to provide information about the Program, ARUBA products and associated Program promotions. By virtue of these Terms and Conditions, PARTICIPANTS grant ARUBA permission to communicate with them through different commonly used means.

The payment of the taxes derived from the prizes, in each case, will correspond to the Participant and / or PARTNER INTEGRATOR, Neither ARUBA nor the ORGANIZER will be responsible in any case for the payment of said taxes. All participating users must provide their unique personal identification number. Denial of such a requirement will cause the termination of user accounts within the program.

PARTICIPANTS located in participating countries are responsible for paying taxes or withholdings related to the prizes and for any other incidental expenses not mentioned in this document; however, related to the use or receipt of the prize. Prizes cannot be substituted. PARTICIPANTS are only entitled to redeem VOUCHERS for the prize assigned by ARUBA.

The participant accepts and acknowledges that their participation in the Program does not create or constitute an employment or commercial relationship with ARUBA. The PARTNER INTEGRATOR and / or PARTICIPANT agrees to indemnify ARUBA against losses, damages, claims, demands and responsibilities (including reasonable costs and attorneys' fees) that arise or result from the participation of the Participants in the Program.

A change in a Participant's status will restrict or eliminate the Participant's eligibility to receive prizes under the Program. In the event that a PARTNER INTEGRATOR has reasons not to continue its participation, the PARTNER INTEGRATOR will be responsible for notifying the <https://actionlatam.arubainstanton.com/> platform.

F. 1. APPLICABLE TO ALL PARTICIPANTS IN THE PROGRAM

1. The Terms and Conditions of this PROGRAM do not alter or modify the provisions of the agreement between ARUBA and the PARTNER INTEGRATOR.
2. ARUBA and ORGANIZER will not assume, nor be liable for damages, indirect or special, consequential, incidental, multiple, punitive or others (including, among others, damages for data loss, income, opportunities, benefits, recovery costs or any other damage), regardless of how they were caused and based on any theory of liability, contractual or tort, negligence or any other way, and regardless of the fact that the PARTICIPANT has been informed of the possibility of these damages as a result of participation in this PROGRAM or the acceptance, possession or use of any prize.
3. ARUBA, its affiliates, subsidiaries and advertising agencies will not be responsible for the incorrect, inaccurate or incomplete information of the PARTICIPANTS or problems related to any of the equipment or programs associated or used by the PARTICIPANT or malfunction of any telephone network or Electronic transmission software or computer equipment or any combination thereof; and / or loss, delay or damage in data transmissions. Incomplete accesses will be null. All accesses will be the property of ARUBA and will not be returned.

G. SALE REDEMPTION

1. To REDEEM the VOUCHERS, the PARTICIPANT and / or PARTNER INTEGRATOR has up to thirty (30) days from the date of the voucher's generation to redeem through <https://actionlatam.arubainstanton.com/>, until supplies last.
2. Once the AP or Switch has been purchased, participants must enter the Instant On Product validation information, along with supporting documentation, within sixty (60) days from the date of purchase from the distributor. The participant who submits the documentation that supports the purchase, can write prices or other confidential information of the client to hide the data, which is not relevant for the accreditation of compliance with the terms of the Program.
3. In special case of proof of purchase request, this must be submitted in digital format. Digital submissions are completed through email info@actionlatam.net and require a PDF copy of the formal invoice (s).
4. The sending of false, fraudulent or misleading information in relation to the Program may result in actions that include, among others, the termination of participation in the Program and / or the PARTNER INTEGRATOR agreement with ARUBA. Fraudulent redemptions can result in Participant's civil liability or criminal prosecution.
5. ARUBA reserves the right to refuse to review or pay the redemption based on the Participant's presentation of inaccurate, false or misleading data. ARUBA reserves the right to recover benefits paid under the Program when ARUBA determines that the Participant based his redemption on inaccurate, incomplete, false or misleading representations or documents.
6. Neither party shall be liable to the other for the redemption, arising solely from the cancellation of this program. Except as provided in this document, all other terms of any agreement that ARUBA partners may have with ARUBA will remain in full force.

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7. ARUBA will carry out random audits for the redemptions submitted. ARUBA reserves the right to audit the information provided in the registration and supporting documentation for all redemptions made under the Program by any PARTICIPANT. PARTNER INTEGRATORS must keep supporting documentation of all Program redemptions on file for a period of at least two (2) years. PARTNER INTEGRATORS must send all the requested documentation / information within seven (7) business days from the date of the notification of the audit. Audits may consist of, but are not limited to, validating eligible product quantities, product numbers, invoice numbers, and purchasing representatives.

8. ARUBA reserves the right to audit all redemptions of the PROGRAM, either directly or indirectly, to guarantee the correct application of the PROGRAM. Any improper use of the PROGRAM by a PARTICIPANT may result in the recovery of the value of any prize obtained through said incorrect use and the possible disqualification of participation in the PROGRAM.

H. REDEMPTION AND ACCUMULATION OF VOUCHERS

PARTICIPANTS can accumulate vouchers of APs or vouchers of Switches for completing the predefined activity and for the purchase of qualified ARUBA products.

Vouchers accumulate from the start of the PROGRAM to the end of the program as indicated in Section B.

To redeem, PARTICIPANTS must visit <https://actionlatam.arubainstanton.com/>. Applications will be confirmed automatically, and PARTICIPANTS must confirm their address for the delivery of their prize. Later you will receive an email confirmation with the estimated delivery date. Once a prize has been redeemed, it cannot be modified or canceled.

Through the accumulation of VOUCHERS, PARTICIPANTS should not rely on the continued availability of any Prize Levels due to the fact, that PARTICIPANTS may not be able to obtain the prize originally established by the PROGRAM. Any changes to the PROGRAM will apply to VOUCHERS not redeemed, as well as to VOUCHERS obtained by the PARTICIPANT in the future. Each PARTICIPANT is responsible for keeping informed about the number of VOUCHERS in their account.

Prizes and VOUCHERS are personal and non-transferable and cannot be redeemed for cash or any other good. Winning PARTICIPANTS assume all responsibility and costs incurred to enjoy the prize, as well as any damages that may be suffered with the use of the prize during its transfer.

ARUBA approval may be required when redemptions are higher than a normal amount.

All decisions about the Program made by Aruba Networks at Hewlett Packard Company are final.

I. REWARD RULES

In this section, you will find the rules that apply to the redemption of rewards within the ARUBA ACTION PARTNER CLUB program. Please read them carefully to better understand the award redemption and redemption process.

To claim a prize, the participant's account must contain the minimum number of Aps or Switches that will generate a VOUCHER, which will be eligible to redeem the requested prize.

To claim the VOUCHERS, participants must visit the VOUCHERS section at <https://actionlatam.arubainstanton.com/>, click on the "REDEEM" button, proceed to confirm their details for the delivery of the AP or the Switch. The Authorized Distributor will award the prize agreed by ARUBA.

Prizes cannot be returned or exchanged. ARUBA is not responsible for: (I) changes or discontinuation of any manufacturer's product, merchandise or service offered in the Program; (II) the participant must only seek relief from the manufacturer in the event of any defect, failure or problem with a product, merchandise or service; (III) any effect or devaluation of the rewards caused by said change, discontinuation or removal of merchandise (IV) that cannot be delivered or that has not been received due to the fact that the participant did not provide precise information about the delivery, including addresses physical and email, or when 15 days have passed from the date the prize was sent. The participant cannot rely on the continued availability of any prize.

Prize substitutions are not allowed. VOUCHERS are not transferable. In particular, VOUCHERS are not transferable from a PARTNER INTEGRATOR to any other participant. ARUBA is not responsible for any injury, death or other loss, cost or damage or claims of entrants in connection with the redemption, receipt or use of any of the ARUBA ACTION PARTNER CLUB rewards. Except where required by law, VOUCHERS have no cash value.

The prize published in ARUBA ACTION PARTNER CLUB may be updated for another model and / or newer versions without prior notice at any time. In case of a sold-out product, ARUBA ACTION PARTNER CLUB will notify the participant of the substitute product.

VOUCHERS accumulated during the valid period can only be accumulated until the last day of the period described in the official rules. VOUCHERS cannot be accumulated for future Program periods.

ARUBA is not responsible for lost, damaged, delayed or misdirected award redemptions and their related documentation. To the prize established on the platform.

ARUBA and the ORGANIZER will not establish any guarantee, express or implicit, and they will not expressly assume or have any responsibility, including damages, whether indirect, special, emergent, incidental, multiple, punitive or others related to type, quality or characteristics. of the prize designated through this PROGRAM.

Neither the ORGANIZER nor ARUBA will be responsible for the PARTICIPANTS or any other third party for any injury, death or other losses, costs, damages, that result from the redemption, reception or use of any of the PROGRAM prizes.

Upon redemption of the prize by the entrant, their personal identification number and shipping details will be shared with the prize providers as necessary for compliance purposes.

Prizes will only be redeemed on weekdays (Monday through Friday, excluding holidays). The prize cannot be returned or exchanged.

The payment of taxes derived from the prize, in each case, will correspond to the PARTICIPANT, neither ARUBA nor the organizer will be responsible in any case for the payment of said taxes or any other cost associated with the delivery of the prize. All participating users must provide their unique personal identification number. Denial of such a requirement will cause the termination of user accounts within the program.

PARTICIPANTS are responsible for the payment of taxes or withholdings related to the prize and for any other incidental expenses not mentioned in this document, however, related to the use or receipt of the prizes. Prizes cannot be substituted. PARTICIPANTS are only entitled to redeem VOUCHERS for the prize.

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