

Terms and Conditions 2024

A. DEFINITIONS

ARUBA, a Hewlett Packard Enterprise: Refers to the commercial entity known as Aruba Networks, a Hewlett Packard Enterprise company.

ORGANIZER: Refers to Optime Consulting, Inc., the entity designated by ARUBA for the creation, management, and execution of the incentive platform called "ARUBA ACTION PARTNER CLUB".

ADMINISTRATOR: Refers to the user designated by each company registered in the Aruba Action Partner Club to manage earned incentives and redeemed rewards.

INTEGRATOR PARTNER: Refers to any user of the authorized SMB community who purchases ARUBA products through an authorized ARUBA Distributor in the region and provides installation services for access points (APs). This term is not related to the type of contract signed with HEWLETT PACKARD ENTERPRISE. If the integrator partner's company reaches the "MEDALLION" level, they automatically qualify for the HPE ENGAGE & GROW loyalty program and therefore cannot enroll in this program.

DISTRIBUTOR: Refers to any authorized ARUBA Distributor with 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 authorized ARUBA INTEGRATOR PARTNERS with a tool to recruit, reward, train, and inform PARTICIPANTS about the sale of authorized products and the performance of certain behaviors offered through the program.

ACCUMULATED PURCHASES: Refers to the total purchases made by a partner through an authorized DISTRIBUTOR. The total amount of purchases during the fiscal year 2024 will accumulate for each partner and will be charged exclusively to the ADMINISTRATOR.

INSTANT ON PRODUCTS: Refers to the Access Points (APs) and Switches from the Aruba Instant On product line.

AP: Refers to the access points from the Aruba Instant On 3P product line.

SWITCHES: Refers to the switches from the Aruba Instant On I5 product line.

PARTICIPANT: Refers to any individual or entity registered in the PROGRAM who is an authorized SMB community INTEGRATOR PARTNER and purchases ARUBA products through an authorized ARUBA Distributor in the region. PARTICIPANTS must be at least 18 years old 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

Participant Eligibility:

Only companies authorized by Aruba Networks ("ARUBA") can participate in the ARUBA ACTION PARTNER CLUB program (the "PROGRAM").

1. Companies can only participate in the Aruba Action Partner Club if they are not registered in other Aruba incentive programs, such as the "Master Reseller Program," "E-Reseller Program," etc. ARUBA reserves the right to audit if the company has claimed any other benefit on the same transaction and/or product and not pay it if this is the case.
2. Action Partner Club is a program available for companies with membership in the Proximity, Business Partner categories, and for companies that do not have any type of relationship contract with the brand. It is not eligible for companies with Platinum, Gold, Silver membership, or for Distributors.
3. The program benefits are intended for ARUBA INTEGRATOR PARTNERS ("Participants"), providing a loyalty platform for the sale of ARUBA Instant On products.
4. The Program is not designed to reduce the price for the end user, increase margin, or achieve any other purpose than incentivizing the sale of ARUBA products by Participants.
5. Program rewards are available for active Participants after the closure of purchases of 3P and I5 product lines.
6. This program is not eligible for employees or individuals working in a dependent relationship with Hewlett Packard Enterprise/ ARUBA business partners.
7. The ARUBA ACTION PARTNER CLUB program for partners will be valid from November 1, 2023, to October 31, 2024.

8. ARUBA reserves the right to take action regarding contract continuity and participation in other programs.
9. Upon registration, the user agrees to provide truthful personal and/or corporate information. In case of detecting fictitious and/or adulterated information, the program reserves the right to remove the registration of that user from this program and take action regarding the company they belong to. The program conducts periodic audits of registration information.
10. Only eligible integrator partners are enabled to register and redeem their reward.
11. Authorized distributors' sales representatives can register in the program solely to have visibility on how the platform works and motivate eligible integrator partners to register and use it.

C. THE PROGRAM

1. The PROGRAM will only apply to registered and previously accepted PARTICIPANTS. The company may carry out initiatives that grant incentives for specific activities.
2. Each company may register as many users as desired without limitation. However, only one person chosen by the company will have the role of ADMINISTRATOR, while others will have an INSTALLER profile. The PROGRAM applies to activities described on the ARUBA ACTION PARTNER CLUB website: [Website Link]. These activities include, but are not limited to, registration, redemptions, training, as well as any other activity that ARUBA decides to implement on the platform.

3. Program Rewards:

Participants will be rewarded with an equivalent of 3% or 4% of the value of the purchase of Eligible Products (3P and I5 Lines). Refer to the following incentive table:

Percentage	Purchase Range
3%	USD 3,000 – USD 14,999
4%	USD 15,000 – USD 30,000

It is important to note that the incentive/reward will only be credited when the accumulated values of purchases exceed USD 3,000, with a cap of USD 30,000 in sales which represents a 4% profit, i.e., USD 1,200 per year. This profit will be credited to the ADMINISTRATOR profile of each company.

ARUBA's Rights:

4. ARUBA reserves the right of admission to this program and will revoke registration and access for those users who do not meet the Integrator Partner profile.
5. By accepting the terms and conditions, the Integrator Partner assumes responsibility for any conflicts of interest that may arise, if applicable.
6. HPE Engage & Grow and Partner Ready for Networking have no connection to this program.
7. Action Partner Club may send additional information about the program, as well as communications about new products, services, and offers. Participants may choose to subscribe to receive newsletters and specific publications. They may also modify their communication options and preferences by accessing the "My Profile" section on the website.

In case participants no longer wish to receive communications from Aruba Action Partner Club, they may request to be excluded from distribution lists following the methods indicated on the website.

It is important to note that these exclusion options do not apply to communications related to the usual and necessary use of the incentive program, such as account administration, terms and conditions acceptance requests, security warnings, prize notices, event invitations, or other administrative or transactional notices whose primary purpose is not promotional.

By accepting these terms and conditions, the participant agrees to receive duplicate information between Aruba and Aruba Action Partner Club for the sole purpose of providing relevant information.

D. METHOD TO ENROLL IN THE PROGRAM

1. The Integrator Partner must accept the terms and conditions of the PROGRAM at the time of registration and acknowledge that their participation does not create or constitute an employment or commercial relationship with ARUBA.
2. ARUBA reserves the right of admission to this program. Registration and access will be revoked for those users who do not meet the Integrator Partner profile.

3. To participate in the PROGRAM, each INTEGRATOR PARTNER must register online at <https://actionlatam.arubainstanton.com/>, complete the required personal information, and read and accept the corresponding Terms and Conditions. Each INTEGRATOR PARTNER is responsible for accepting the Terms and Conditions.
4. INTEGRATOR PARTNERS are responsible for staying informed about the Terms and Conditions of the PROGRAM, which must be accepted during the registration process as a condition for participating in the program. The Terms and Conditions will be always available in the footer <https://actionlatam.arubainstanton.com/>.
5. The Terms and Conditions of this PROGRAM do not alter or modify the provisions of the agreement between ARUBA and the INTEGRATOR PARTNER, if any previously existed.
6. All INTEGRATOR PARTNERS must register their TAX ID to participate in this PROGRAM. The TAX IDENTIFICATION will be used as the unique identification key to verify the Integrator Partner's information.
7. All participating users must provide their unique personal identification number. Denial of this requirement will result in the cancellation of user accounts within the program.

E. ELIGIBLE PURCHASES

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

PARTICIPATING PRODUCTS

PART NUMBER	DESCRIPTION
R6K64A	Instant On AP11D PSU BDL WWBase
R9B34A	Instant On AP25 (WW) Bundle
R9B32A	Instant On AP25 (US) Bundle
R9B28A	Instant On AP25 (RW) 4x4 Wi-Fi 6 AP
R9B27A	Instant On AP25 (US) 4x4 Wi-Fi 6 AP
R6M51A	Instant On AP22 with 12V PSU WW Bundle
R6M49A	Instant On AP22 with 12V PSU US Bundle
R4W02A	Instant On AP22 (RW) Access Point
R4W01A	Instant On AP22 (US) Access Point

S1T08A	HPE Networking Instant On Access Point Dual Radio 2x2 Wi-Fi 6 (US) AP21
R3J25A	Aruba Instant On AP11D (US) Bundle
R2X16A	Aruba Instant On AP11D (RW) Access Point
R2X15A	Aruba Instant On AP11D (US) Access Point
R2X11A	Aruba Instant On AP17 (RW) Access Point
R2X10A	Aruba Instant On AP17 (US) Access Point
R2X06A	Aruba Instant On AP15 (RW) Access Point
R2X05A	Aruba Instant On AP15 (US) Access Point
R2X01A	Aruba Instant On AP12 (RW) Access Point
S1U81A	HPE Networking Instant On Access Point Pack of 5 Dual Radio 2x2 Wi-Fi 6 (EU) AP22D
S1T32A	HPE Networking Instant On Access Point Dual Radio Tri Band 2x2 Wi-Fi 6E 5-Pack (RW) AP32
S1T31A	HPE Networking Instant On Access Point Dual Radio Tri Band 2x2 Wi-Fi 6E 5-Pack (US) AP32
S1T29A	HPE Networking Instant On Access Point Bundle with PSU Dual Radio Tri Band 2x2 Wi-Fi 6E (RW) AP32
S1T27A	HPE Networking Instant On Access Point Bundle with PSU Dual Radio Tri Band 2x2 Wi-Fi 6E (US) AP32
S1T23A	HPE Networking Instant On Access Point Dual Radio Tri Band 2x2 Wi-Fi 6E (RW) AP32
S1T22A	HPE Networking Instant On Access Point Dual Radio Tri Band 2x2 Wi-Fi 6E (US) AP32
S0J34A	HPE Networking Instant On Access Point Bundle with PSU Dual Radio 2x2 Wi-Fi 6 (RW) AP22D
S0J32A	HPE Networking Instant On Access Point Bundle with PSU Dual Radio 2x2 Wi-Fi 6 (US) AP22D
R2X00A	Aruba Instant On AP12 (US) Access Point
S1U80A	HPE Networking Instant On Access Point Pack of 5 Dual Radio 2x2 Wi-Fi 6 (US) AP22D
S1U76A	HPE Networking Instant On Access Point Dual Radio 2x2 Wi-Fi 6 (RW) AP22D
S1U75A	HPE Networking Instant On Access Point Dual Radio 2x2 Wi-Fi 6 (US) AP22D
S1T18A	HPE Networking Instant On Access Point Dual Radio 2x2 Wi-Fi 6 5-Pack (RW) AP21
S1T17A	HPE Networking Instant On Access Point Dual Radio 2x2 Wi-Fi 6 5-Pack (US) AP21
S1T15A	HPE Networking Instant On Access Point Bundle with PSU Dual Radio 2x2 Wi-Fi 6 (RW) AP21
S1T13A	HPE Networking Instant On Access Point Bundle with PSU Dual Radio 2x2 Wi-Fi 6 (US) AP21
S1T09A	HPE Networking Instant On Access Point Dual Radio 2x2 Wi-Fi 6 (RW) AP21
R8R48A	Aruba Instant On 1430 16G Class4 PoE 124W Switch
JL815A	Instant On 1830 48G 24p Class4 PoE 4SFP 370W Sw
JL814A	Instant On 1830 48G 4SFP Switch
JL813A	Instant On 1830 24G 12p Class4 PoE 2SFP 195W Sw
JL812A	Instant On 1830 24G 2SFP Switch
JL811A	Instant On 1830 8G 4p Class4 PoE 65W Switch

JL810A	Instant On 1830 8G Switch
R8R50A	Aruba Instant On 1430 26G 2SFP Switch
R8R49A	Aruba Instant On 1430 24G Switch
JL680A	Aruba IOn 1930 8G 2SFP Switch
R8R47A	Aruba Instant On 1430 16G Switch
R8R46A	Aruba Instant On 1430 8G Class4 PoE 64W Switch
R8R45A	Aruba Instant On 1430 8G Switch
R8R44A	Aruba Instant On 1430 5G Switch

- Purchases for the fiscal year 2024 are valid from November 1, 2023. Aruba will provide a report with each partner's purchases through the respective wholesaler. The partner's purchase value will accumulate throughout the year in the ADMINISTRATOR's profile. The partner will have an indicator on the platform displaying their performance, which can be redeemed by the ADMINISTRATOR on the platform through physical or virtual cards. They will earn 3% or 4% according to the achieved target and can be redeemed if the integrator partner completes registration and accepts the terms and conditions on the platform.
- The validity of previous periods extends within the following period: from November 1, 2023, to October 31, 2024. Purchases of ARUBA products.
- Eligible participating products must be purchased directly from an ARUBA DISTRIBUTOR. Only purchases made through ARUBA DISTRIBUTORS are valid for incentives.
- The product offered within the Program is based on the purchase made of participating ARUBA products. Only SKUs will be eligible to summarize the accumulated purchases of each partner.
- ARUBA reserves the right to modify product eligibility, as well as any other term of a purchasing 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 shall remain in effect 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), by any or all PARTICIPANTS, with 30 days' notice.

3. PARTICIPANTS may accumulate their purchases of participating products and earn an incentive of 3% or 4% according to the achieved purchase target. This incentive can be redeemed for physical or virtual cards, according to the rules indicated in the PROGRAM, except for PROGRAM cancellation. In the event of program cancellation, a NOTICE will be sent to the most recent email address provided by the PARTICIPANT, allowing them a 30-day grace period to redeem their outstanding incentive before such cancellation.
4. The earned incentive can be redeemed by the ADMINISTRATOR through physical or virtual cards hosted on the platform and can be redeemed until December 31, 2024. Product redemptions will not be allowed once this deadline has passed.
5. ARUBA reserves the right to alter, limit, modify, or add to the PROGRAM, without prior notice at any time or from time to time, including, among others, establishing timeframes and changes in the value of VOUCHERS and their crediting.
6. ARUBA shall not be liable for the termination/cancellation of the PROGRAM or failure to notify PARTICIPANTS about its termination/cancellation. It reserves the right to interrupt the participation of any PARTICIPANT in the PROGRAM and will cancel or invalidate PARTICIPANT'S VOUCHERS in case of fraud, false statement, abuse, or violation of applicable rules.
7. ARUBA reserves the right to modify, limit, add, or discontinue the PROGRAM, as well as to change or cancel any sales incentive without prior notice. PARTICIPANTS accept these modifications by participating in the PROGRAM.
8. ARUBA reserves the right to verify the eligibility credentials of any PARTICIPANT and take action if manipulation of the PROGRAM site or technical difficulties compromising its integrity is detected.
9. PARTICIPANTS agree to provide truthful, accurate, current, and complete information, and agree to receive electronic communications related to the Program and associated promotions from ARUBA.
10. The participant acknowledges that their participation in the Program does not create or constitute an employment or commercial relationship with ARUBA. They agree to indemnify ARUBA against losses, damages, claims, demands, and liabilities arising from their participation in the Program.

11. A change in a Participant's status will restrict or eliminate their eligibility to receive awards under the Program. INTEGRATOR PARTNERS are responsible for notifying any changes in their participation through the platform <https://actionlatam.arubainstanton.com/>.

G. APPLICABLE TO ALL PROGRAM PARTICIPANTS

1. The Terms and Conditions of this PROGRAM do not alter or modify the provisions of the agreement between ARUBA and the INTEGRATOR PARTNER.
2. ARUBA and the ORGANIZER shall not be liable for indirect, special, consequential, incidental, multiple, punitive, or other damages, regardless of how they were caused, whether based on contractual or extra-contractual liability, negligence, or otherwise, even if the PARTICIPANT has been advised of the possibility of such 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 shall not be liable for incorrect, inaccurate, or incomplete information provided by the PARTICIPANTS, nor for issues related to equipment or programs associated or used by the PARTICIPANT, malfunction of any telephone network or electronic transmission software, computer equipment, or any combination of these; nor for loss, delay, or damage in data transmissions. Incomplete entries will be void, and all entries shall be property of ARUBA and shall not be returned.

H. SALES REDEMPTIONS

1. PARTICIPANTS and/or INTEGRATOR PARTNERS have until December 31 to redeem the 3% or 4% earned through <https://actionlatam.arubainstanton.com/>.
2. Redemption will be carried out solely by the Administrator, who will be the person responsible in the company for redeeming and managing the rewards.
3. Once participating SKUs have been purchased, nothing needs to be registered on the platform. ARUBA will share the sales report weekly, which will include partner sales.
4. If the partner does not see their purchases on the platform, they must make a special request by sending a digital proof of purchase to info@actionlatam.net. Claims are accepted up to 45 days from the invoice date. Additional forms may be required to process the claim.
5. Providing false, fraudulent, or misleading information regarding the Program may result in actions including termination of participation in the Program and/or the INTEGRATOR PARTNER's agreement with ARUBA. Fraudulent redemptions may result in civil liability or criminal prosecution of the Participant.

6. ARUBA reserves the right to refuse, review, or pay redemptions based on the submission of inaccurate, false, or misleading data by the Participant. Additionally, ARUBA may recover benefits paid if it determines that the redemption was based on inaccurate, incomplete, false, or misleading representations or documents.
7. Neither party shall incur liability for redemptions arising solely from program cancellation. The terms of any existing agreement between ARUBA partners and ARUBA shall remain in effect, except as provided in this document.
8. ARUBA will conduct random audits of submitted redemptions and reserves the right to audit all redemption-related information. INTEGRATOR PARTNERS must retain backup documentation of redemptions for a minimum of two (2) years and provide it within seven (7) business days upon audit request.
9. ARUBA reserves the right to audit all PROGRAM redemptions to ensure proper application. Any misuse of the PROGRAM may result in the recovery of the value of prizes earned and possible disqualification from PROGRAM participation.

I. REDEMPTION AND ACCUMULATION

1. Participating companies can accumulate 3% or 4% of purchases made in the ADMINISTRATOR's profile by completing the predefined activity and purchasing qualified products from ARUBA.
2. The 3% or 4% accumulates from the beginning of the PROGRAM until the end of it, as indicated in Section B.
3. To redeem, the ADMINISTRATOR must visit <https://actionlatam.arubainstanton.com/>.
4. Redemption requests will be confirmed automatically, and PARTICIPANTS must confirm their address for prize delivery. Subsequently, they will receive a confirmation email with the estimated delivery date. Once a prize has been redeemed, it cannot be modified or canceled.
5. PARTICIPANTS should not rely on the continuous availability of any prize level, as they may not be able to obtain the prize originally set by the PROGRAM.
6. Any changes to the PROGRAM will apply to both unredeemed refunds and future refunds obtained by the PARTICIPANT.

7. Each PARTICIPANT is responsible for staying informed about redemptions in their account.
8. Prizes are personal and non-transferable, and cannot be exchanged for cash or any other goods.
9. Winning PARTICIPANTS assume all responsibility and costs incurred to enjoy the prize, as well as any damages they may suffer through the use of the prize during its transfer.
10. Approval from ARUBA may be required for redemptions exceeding a customary amount.
11. All decisions about the Program made by Aruba Networks, a Hewlett Packard Company, are final.

J. REWARD RULES

1. To claim a prize, the participant's account must contain the minimum amount of purchases from the 3P and I5 product lines that will generate the 3%, which will then be exchanged for physical or virtual cards of the requested value.
2. Available cards for redemption may vary in amount and franchise according to the availability and regulation of each country.
3. Participants must visit the "REDEEM" section at <https://actionlatam.arubainstanton.com/>, click the "REDEEM" button, and confirm their details for prize delivery.
4. The authorized distributor will provide the prize agreed upon by ARUBA.
5. The partner can redeem the desired quantity of physical or virtual cards and amounts, as long as they are available in their accumulation.
6. ARUBA reserves the right to modify the prizes obtained at its discretion.

Currency and Redemption Limits:

7. Physical or virtual cards may be denominated in local currency or in dollars, depending solely on the availability and regulation of each country.

8. Prize delivery is limited to a maximum of USD 1,200 per calendar year, unless written approval from ARUBA for exceptions is obtained.
 9. Prizes cannot be returned or exchanged.
 10. The participant assumes all responsibility for the receipt and use of the prize.
 11. ARUBA is not responsible for changes, discontinuations, or issues with products offered in the Program by external manufacturers.
 12. Lost, damaged, delayed, or misdirected prizes are not the responsibility of ARUBA.
 13. Neither ARUBA nor the ORGANIZER provide express or implied warranties regarding the prizes.
 14. They do not assume liability for indirect, special, consequential, or incidental damages related to the PROGRAM prizes.
 15. Participants are responsible for paying taxes or withholdings related to the prize, as well as any other incidental expenses not mentioned in this document.
 16. Upon prize redemption, participant details are shared with prize providers as necessary for compliance purposes.
- Prizes will only be redeemed on business days and cannot be returned or exchanged.