



# Partner Frequency Incentive Full Terms and Conditions



- **Purchase eligibility requirements:** Purchases made between October 1, 2022, and December 31, 2022, 11:59 PM PDT are eligible for all net new end customers. Purchases must be Net-new Microsoft New Commerce Experience (NCE) Commercial subscriptions for net new end customers for existing partners for Ingram Micro. Academic, Not for Profit (NFP), Government, and Charity SKUs are excluded. Purchases must be made on Ingram Micro Cloud Marketplace.
- "Net new end customer" is defined as the end customer that has not been a customer of Participant at any point during the last 24 months (i.e. since July 2020 to June 2022).
- **Participant eligibility:** This Program is open only to those Participants who register on [Frequency Incentive - Ingram Micro Cloud : Microsoft Website](#) and have a valid MOU signed with Ingram Micro. Entries will be accepted online starting October 1, 2022, and will end December 31, 2022, at 11:59 PM PDT. Multiple Forms Entries are needed for Multiple Net New End Customers: In an event a Participant wishes to receive an incentive payment ("Incentive") arising from multiple net new end customers, Participant is required to submit the form multiple times with various end customer details. Liability release: You agree to release and hold harmless Ingram Micro Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; or (ii) electronic or human error in the administration of the Program or the processing of entries.
- **Incentive:** Participants will receive a one-time payment equal to the first calendar month of recurring revenue (MRR) for the net new end customers capped up at AUD \$4,000 at partner level. If there is an annual subscription, the monthly component will be selected at the time of payment (i.e.) 1/12th of the annual subscription amount. All applicable taxes are the responsibility of the Participant. The Incentive payment will be paid in the form of a Credit Note on Ingram Micro Cloud Marketplace. Agreement to Rules: You "agree to be bound by these Terms and Conditions, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of Ingram Micro Cloud as final and binding as they relate to the Program.
- **How to enter:** be entered by submitting an entry using the online form provided at [Frequency Incentive - Ingram Micro Cloud : Microsoft Website](#) Additionally, Participants are required to sign an MOU with Ingram Micro for Partner Yield. The entry must fulfil all the requirements, as specified, to be eligible to receive the Incentive. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Ingram Micro Cloud.
- **Recurring revenue requirement:** To receive the Incentive, you agree to manage cloud monthly recurring revenue for the Net New End Customer(s) through Ingram Micro's Cloud Marketplace. Thereafter, if the cloud monthly recurring revenue falls below the target, you must work with Ingram Micro to build a business plan to increase business to the revenue minimum target, set out by Ingram Micro. If minimum targets cannot be maintained, Ingram Micro may terminate this Program participation.
- **Standalone program:** The Incentive may not be combined with any other promotions or discounts such as Partner Recruit Incentive provided by Ingram Micro. There is a cooling Period of 1 month in between both incentives, i.e. Partner Recruit and Partner Frequency Incentive.
- **Subject to change:** The Program is subject to change if Vendors modified MSRP, pricing, or any incentives they offer to Ingram Micro.
- **Terms & conditions:** Terms & Conditions: Ingram Micro Cloud reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Program or change the Terms and Conditions. Ingram Micro Cloud will use its own Internal Report to analyze the monthly revenue for each Participant. Participants will receive a Credit Note issued into their Ingram Micro Cloud Marketplace capped up at AUD \$4,000 at partner level depending on MRR.
- **Disputes:** This Agreement will be construed and enforced in accordance with the laws of the Australia, exclusive of its conflicts of law provisions. The parties' consent to the jurisdiction and venue in the courts located in the Australia. The United Nations Convention, on Contracts for the International Sale of Goods will not apply to this Agreement. Partner may not assign its rights under this Agreement expressly or by operation of law without the prior written consent of Ingram Micro. This Agreement constitutes the entire agreement between Ingram Micro and partner pertaining to its subject matter and will cancel, terminate, and supersede all previous Ingram Micro Cloud- Microsoft agreements, proposals, representations, or statements, whether oral or written.
- **Policy:** Information submitted with an entry is subject to the Global Privacy Policy stated on the Ingram Micro Cloud website
- **Sponsor:** The Sponsor of the incentive is Ingram Micro Cloud and Microsoft.