

Westcon NetApp - Incentive

Terms and Conditions

Eligibility

- Information on how to enter and the prize(s) or rewards form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- Entry is only open to employees of NetApp Partners in Australia. Entrants must be invited to participate by a member of the Westcon team directly and have the approval of their employer to participate in the promotion.
- Entrants must be aged 18 years or older to enter and consent to these Terms and Conditions.
- Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- Rewards will be allocated on a per company basis. The registered contact may not always be the recipient of the final reward. Once prize/s have been delivered, each Partner Company has the responsibility to manage any internal allocations.
- Eligibility is deemed as per Westcon internal reporting. This may differ from what is visible the Partner Company, NetApp. Although Westcon may at their sole discretion provide supplementary reporting, this is not required, and no further discussion will be entered into.

Promotional Dates

- Promotion commences on 01st September 2022 to 28th February 2023 ("Promotional Period").
- By accepting the terms and conditions of the promotion, the recipient accepts that any income tax payable on the reward is the sole responsibility of the recipient and not Westcon or NetApp.
- The recipient's employing partner acknowledges that any Fringe Benefits Tax payable on the reward is the sole responsibility of the partner and not Westcon-Comstor or NetApp
- Westcon (herein "The Promoter") decision is final and no correspondence will be entered into. **Prizes (also referred to herein as rewards)**
- Prizes and eligibility available to be won throughout the Promotional Period are as follows:

Activity	Rewards Amount
<ul style="list-style-type: none"> • Each category gets a Winner and runner up prize based on Top revenue booked on NetApp through Westcon during the promo period • Each category gets a Winner and runner up prize based on Top revenue booked on NetApp through Westcon during the promo period • Min eligible gates to qualify: 1. Road Trippers- Min AUD 500K of revenue to be booked 2.S Scenic Roadies -Min AUD 250K of revenue to be booked. <p>Min eligible gates to qualify:</p> <p>a).Road Trippers- Min AUD 500K (Ex GST) of revenue to be booked Travel voucher \$4k –1st prize \$2k –2nd prize</p> <p>b). Scenic Roadies -Min AUD 250K (Ex GST) of revenue to be booked. Travel Voucher \$4k –1st prize \$2k –2nd prize</p>	<p>\$4k – Road Trippers 1st prize \$4k – Scenic Roadies 1st prize</p> <p>\$2k – Road Trippers 2nd prize \$2k – Scenic Roadies 2nd prize</p> <p>\$250 – For the largest opportunity booked in the Road Trippers category</p> <p>\$250 – For the largest opportunity booked in the Scenic Roadies category</p>

- Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law ('ACL'), and consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered, or incurred in connection with the Promotion or prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded. Redemption of prizes is subject to any further terms and conditions of the issuer.
- Subject to the unclaimed prize clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
- Total prize pool value is up to \$12500AUD.
- Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- Quality control errors will not invalidate an otherwise valid prize claim.
- Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner, inclusive of fridge benefit taxes for entrant; or (f) use of a prize.
- The Promoter may provide personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.westconcomstor.com/au/en/legal/privacy-policy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
- The Promoter reserves the right to amend or update the promotion at any point in time and without notice.
- The Promoter's decision on the validity of reward eligibility is final and no further discussion will be entered into.
- The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
- The Promoter is Westcon Group Pty Limited (ABN 77 050 539 672) of 4/39 Herbert St, St Leonards NSW 2065.