

Comstor & Splunk – Dash for Cash

By participating in this incentive scheme you confirm that you have ensured that such participation is in compliance with your organisation's own internal policies and procedures regarding incentives, anti-bribery, gifts, favours and entertainment and that you will bring the incentive to the attention of your organisation and obtain any necessary approvals before receiving the incentive.

1. Participation in the “Comstor & Splunk – Dash for Cash” (“**Promotion**”) is conditional on your acceptance of:
 - a. These rules;
 - b. The interpretation of the rules being at Comstor’s discretion; and
 - c. Any decision by Comstor in respect of the Prize / Promotion, interpretation of the Rules being final.
2. The Promotion is a Comstor & Splunk incentive where ten (10) eligible partners have the opportunity to win an AUD\$1,000 Digital MasterCard reward for the first ten (10) approved Splunk booked orders submitted during the promotion period. Each prize is valued at AUD\$1,000. The total incentive prize pool is capped at AUD\$10,000 and is allocated on a first-come, first-served basis (“**Prize**”).
3. The promoter is Westcon Group Pty Limited Pty Ltd (ABN 77 050 539 672) of 4/39 Herbert Street, Sydney NSW 2065, telephone (02) 9432 1000 (“**Promoter**”).
4. Staff members of the Promoter, their immediate families 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

Promotion Period

5. The Promotion commences at 12:00 AM AEST on 15th July 2024 and ends at 11:59 PM AEDT on 31st December 2024 (“**Promotional Period**”).

Eligibility Criteria

6. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
7. Entry is only open to the approved Splunk Partner Companies in Australia or the individual employees of approved Splunk Partner Companies in Australia who are authorised by the Partner Company to participate. Entrants must be invited to participate directly by a member of the Comstor team.
8. Entrants must be aged 18 years or older to enter and must consent to these Terms and Conditions.
9. Eligibility is deemed as per Comstor internal reporting. This may differentiate from what is visible to both Partner Companies & Splunk. Although Comstor may at their sole discretion provide supplementary reporting, this is not required, and no further discussion may be entered into.
10. Qualified orders must be booked on Splunk Partner Portal and Comstor must be selected as the distributor on Splunk Partner Portal.
11. This offer is available to approved Splunk Partner Companies in Australia and is valid only for new purchases. It does not apply to renewals.
12. To be eligible for the promotion, the partner representatives must register on behalf of their company/organisation via the promotion registration form.
13. Qualified orders must exceed minimum order value of AUD\$100,000 excluding taxes to qualify and must be booked with Comstor during the promotion period from 12:00 AM AEST on 15th July 2024 to 11:59 PM AEDT on 31st December 2024.

14. Registered participants must have a current trading account with Comstor.
15. Any queries regarding this incentive should be submitted in writing to Laura-Rose Carbone, Splunk Vendor Business Manager, at laura-rose.carbone@comstor.com.

Prize Details

16. The prize will be awarded to the Eligible Person who successfully meets the eligibility criteria set out in clauses 2 and 6-14.
17. A maximum of one reward allocation is allowed per partner organization.
18. The Promoter makes no warranty as to the availability of the Prize. If the whole or part of the Prize is unavailable, then the Promoter may at its discretion provide a substitute prize of equal or greater value to the Prize.
19. All prizes will be made available on an "as is" basis. The Promoter makes no warranty as to the quality, adequacy, fitness (for any purpose) or suitability of any prize.

General

20. Westcon reserves the right to exclude price-supported business.
21. Registration is on behalf of the participating individual.
22. Only recipients who provide end user data (where required) shall be entitled to the Prize.
23. Westcon reserves the right to withdraw the Prize should your organisation's Westcon account be in arrears.
24. Westcon is not responsible for any tax liabilities associated with the provision of the Prize including but not limited to those incurred by the individual recipient and your organisation. *
25. The Promoter reserves the right at any time to verify the entries of Eligible Persons and in its sole discretion, to disqualify any Eligible Person the Promoter has reason to believe has breached these terms, tampered with the entry process, or engaged in any unlawful or unethical conduct in relation to their participation in the Promotion.
26. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. The Promoter's decision is final, and no correspondence will be entered into.
28. If for any reason a winning Eligible Person does not take a prize by the time stipulated by the Promoter (which shall be no less than one (1) month from the time of the announcement), then the prize will be forfeited and may be given to another recipient at Promoter's discretion.
29. Prizes are not transferable or exchangeable and cannot be taken as cash.
30. The Prize may not be combined or used in conjunction with any other promotion or offer.
31. If this Promotion is not capable of being conducted due to circumstances beyond the control of the Promoter, including but not limited to technical difficulties preventing it being run, the Promoter reserves the right, in its sole discretion and without any liability to suspend, terminate or cancel the Promotion, as appropriate.
32. By participating in this Promotion, winners agree that any travel required to claim the Prize is at their own cost and risk and that health and travel insurance is the responsibility of each winner. You agree to indemnify the Promoter from and against any liability incurred by you or a third party arising from travel undertaken in connection with this Promotion.

33. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (howsoever arising, including but not limited to negligence), for any personal injury or any loss or damage (including loss of opportunity and profit) whether direct, indirect, special or consequential, arising in any way out of or in connection with but not limited to:
- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. 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 failure of the Promoter to do anything because of an event beyond its reasonable control, including an act of God, epidemic (including COVID-19) or government order;
 - e. any variation in prize value to that stated in these Terms and Conditions;
 - f. any tax liability incurred by a winner or Eligible Person; or

any use of the Prize.²⁸ The Promoter collects personal information ("PI") in order to conduct the Promotion and associated events (including webinars and physical events) 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.

Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.westconcomstor.com/global/en/legal/privacy-policy.html>. The Privacy Policy contains information on how individuals may opt out, access, update or correct their PI and how they may complain about a breach of the Australian Privacy Principles, or any other applicable law. The Promoter may disclose PI to companies located outside Australia (see the Promoter's Privacy Policy for details).

*By taking an active part in the above incentive, even though Westcon is providing it, I am responsible for the declaration and payment of any applicable tax liabilities, including but not limited to income tax and social /national insurance related to this incentive. Westcon will ensure that you have sufficient information for any such declaration.

[THESE T&CS NEED TO BE SIGNED BY THE INDIVIDUAL RE-SELLER STAFF MEMBERS WHO WILL BE PARTICIPATING IN THE INCENTIVE PROGRAMME]