



HP/Intel Incentive Terms & Conditions (“Terms”)
United Kingdom

Effective date: 1st August 2021

1. General

- 1.1 **Terms.** These Terms form part of your HP Partner Agreement.
- 1.2 **Validity.** These Terms are valid from 1st August 2021, subject to change or termination as described in section 5 below.
- 1.3 **Order of precedence.** In the event of conflict of terms, the following order of precedence will apply: Terms, the HP Partner Agreement.
- 1.4 **Agreement.** Your participation in a HP/Intel Incentive (“Incentive”) indicates your acceptance of and agreement with the Terms, notwithstanding any other form of acceptance that HP may request.

2. Objective

- 2.1 Incentives offer specific benefits to eligible Partners and their staff for promoting HP PC/Intel processor products. The Incentives may take the form of employee engagement events, competitions with an end of competition prize draw and ad hoc prizes to reward individual staff participation, SPIFF promotions or similar.

3. Eligibility Criteria

- 3.1 To be eligible to participate in the Incentive, you must meet the following eligibility criteria (“Eligibility Criteria”):
 - a) Have a valid HP Partner Agreement with HP Inc UK Limited; and
 - b) Hold HP Amplify Synergy Partner or HP Amplify Power Services Partner status.

4. Benefits

- 4.1 **Description.** Benefits under the Terms (“Benefits”) include:
 - a) access to Incentives; and
 - b) access to HP and Intel training resources for eligible products.
- 4.2 **Decision.** HP will decide on your eligibility for Benefits in accordance with the Terms and HP’s decisions are final.

5. Changes to the Terms and Termination

- 5.1 **Changes.** HP may add to, modify or cancel the Terms at any time (“Change”). HP will provide written notice on the HP Partner Portal thirty (30) days before such Change goes into effect. To ensure you obtain the most current information, including the most recent version of the Terms, you should refer to the HP Partner Portal.
- 5.2 **Termination.** HP may suspend or terminate the Terms at any time subject to thirty (30) days written notice by posting on the HP Partner Portal or otherwise.

6. Participation Suspension and Termination



- 6.1 **Partner termination.** You may terminate your participation or a particular Benefit at any time by giving written notice to HP.
- 6.2 **HP termination without cause.** HP may terminate your participation or a particular Benefit without cause at any time upon sixty (60) days written notice or any longer written notice provided by HP, which is considered given upon receipt of notice.
- 6.3 **HP termination for cause.** HP may terminate your participation or a particular Benefit with immediate effect and without indemnity if: (i) you fail to meet any of your obligations hereunder and do not remedy those within a period of one (1) month following a written notice from HP or as otherwise requested, or (ii) if you are acquired by a competitor of HP or by HP itself, or if you are or become an OEM selling products competing with HP Products.
- 6.4 **Effect of termination of your HP Partner Agreement.** Your participation will automatically end when your HP Partner Agreement terminates.
- 6.5 **Participation suspension.** HP may suspend your participation or a particular Benefit without notice if you do not comply with your obligations under the Terms or if there is reasonable doubt regarding your compliance with the Terms.
- 6.6 **Effect of termination of your participation.** If HP terminates your participation, you will no longer qualify for the Benefits. If HP terminates a particular Benefit, you will no longer qualify for that Benefit. If such termination is triggered by section 6.3, you will not be entitled to any unpaid Benefits that you accrued prior to termination.

7. Audit

- 7.1 **Cooperation.** In addition to the audit provisions in your HP Partner Agreement, it is your responsibility to cooperate fully with any audit and provide data in electronic format within four (4) weeks of the request from HP or its auditors.
- 7.2 **Suspension for audit non-compliance.** HP may suspend your participation in the Terms or put you on payment hold without additional notice if you do not comply with this section 7 or the audit provisions of your HP Partner Agreement.
- 7.3 **Payment hold pending audit results.** If there is reasonable doubt regarding your compliance with the Terms, HP reserves the right to put you on payment hold until the audit results are available and/or any non-compliance issues are resolved.

8. Incentive details

- 8.1 Details of the Incentives, including the available prizes and competition terms and conditions will be sent via email to eligible partners and available upon request from your HP Partner Business Manager.