

## RHIPE AUSTRALIA AND NEW ZEALAND AZURE REBATE CAMPAIGN TERMS AND CONDITIONS

The promoter is rhipe Australia Pty Ltd CAN 103 659 212 of Level 19, 100 Miller Street North Sydney NSW 2060 (“rhipe”).

### 1. TERM

The Campaign term begins on 1 March 2019 and ends on 30 May 2019 (“Term”). rhipe may update, change, cancel or terminate the Campaign or the Term or any portion of these Azure Campaign Terms and Conditions (“Campaign Terms”) at any time.

### 2. General Requirements

To be eligible to participate in the Campaign and the associated incentives, the Participant must:

1. Have an active MPN membership.
2. Remain in compliance with the Campaign Terms.
3. Provide any required banking information, including account number(s), to rhipe (or its designated third party) for the purpose of receiving Rebates under this Campaign.
4. Provide any required reporting set forth below directly to rhipe (or its designated third party) by the stated deadline.
5. If requested, provide acceptable proof of performance to rhipe (or its designated third-party) by the stated deadline.
6. Be a rhipe CSP Indirect Reseller in Australia (“Territory”) or New Zealand.

### 3. Payment

Rebate payments will be made to the Participant by rhipe as described below. Unless otherwise stated, any payment to the Participant under this Campaign is independent of any other rhipe incentive program. rhipe will make any Rebate payment within 120 days to the Participant. The Participant must report any errors, issues or disputes regarding the calculation or payment of the Rebate to rhipe in writing within 30 days of receipt of the applicable payment or report from rhipe. If rhipe does not receive written notice from the Participant within the 30-day period, the Participant will be deemed to have accepted the calculation or payment. rhipe reserves the right at any time to adjust the payment to a Participant if rhipe identifies any discrepancy, error or omission. All Rebate payments under this Campaign will be made by wire transfer. The payment will be made either by a 3rd party payment company or by rhipe. All payments will be made in Australian dollars. Valid banking details are required for rhipe to pay the Rebate amount. Failure to submit or correct banking details after the 3rd notification will result in claim being cancelled and funds forfeited. The Participant must be 100% payment compliant for all non-disputed invoices at month end to qualify for the Rebate. Payment compliance means that Participant’s open account with rhipe is current at all times and invoices are paid on or before the due date.



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## 4. DETAILED ELIGIBILITY CRITERIA

Criteria	Eligibility	Details																
Effective date	1 March 2019 to 31 <sup>st</sup> May 20-19	<p><b>Campaign A</b> Targeted growth plan for CSP partners to improve Azure consumption by revenue and add a minimum of four net new customer tenants during the Campaign period.</p> <p><b>Campaign B</b> Accelerate CSP partners to improve Azure consumption by revenue, additional advanced services and add a minimum of four net new customer tenants during the Campaign period.</p> <p><b>Campaign N</b> Accelerate CSP Partners to add net new customer tenants with a minimum defined monthly Azure consumption.</p>																
Partner types	CSP Indirect reseller transacting through rhipe Australia and New Zealand	CSP Indirect reseller transacting through rhipe																
Licensing Programs, Order Types, Product	CSP Indirect through rhipe Australia and New Zealand	Eligible Products: Azure CSP																
Sales Criteria	N/a	<p><b>Campaign A</b></p> <ul style="list-style-type: none"> <li>• 5% Average month on month growth -Cumulative</li> <li>• 4 Net New Customer Adds</li> </ul> <p><b>Campaign B</b></p> <ul style="list-style-type: none"> <li>• 8% Average month on month growth -Cumulative</li> <li>• 4 net new Customer adds</li> </ul> <p><b>Campaign N</b></p> <table border="1"> <thead> <tr> <th>Min consumption per tenant (Monthly run rate)</th> <th>Rebate per tenant</th> <th>Qualify 4+ tenants to receive a bonus</th> <th>Maximum rebate payout for a 4 qualifying customer tenant scenario</th> </tr> </thead> <tbody> <tr> <td>\$200</td> <td>\$200</td> <td>\$1,000</td> <td>\$1,800</td> </tr> <tr> <td>\$1,000</td> <td>\$1,000</td> <td>\$3,000</td> <td>\$7,000</td> </tr> <tr> <td>\$2,500</td> <td>\$2,500</td> <td>\$5,000</td> <td>\$15,000</td> </tr> </tbody> </table> <p><b>Example 1:</b> Partner get 3 net new customer tenants consuming \$200 each a month – Partner gets \$200x3 = \$600  <b>Example 2:</b> Partner get 4 net new customer tenants consuming \$2500 each a month – partner gets \$2500x4 + \$5000 bonus = \$15000  <b>Example 3:</b> Partners gets 4 net new customer tenants – 3 consuming \$200 each a month and 1 tenant consuming \$3200 a month – Partner gets \$200x3 + \$2500 + \$1000 (bonus)= \$4100 (bonus in this case is from the \$200 tier)</p>	Min consumption per tenant (Monthly run rate)	Rebate per tenant	Qualify 4+ tenants to receive a bonus	Maximum rebate payout for a 4 qualifying customer tenant scenario	\$200	\$200	\$1,000	\$1,800	\$1,000	\$1,000	\$3,000	\$7,000	\$2,500	\$2,500	\$5,000	\$15,000
Min consumption per tenant (Monthly run rate)	Rebate per tenant	Qualify 4+ tenants to receive a bonus	Maximum rebate payout for a 4 qualifying customer tenant scenario															
\$200	\$200	\$1,000	\$1,800															
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Incentive Award	The rebate payable is subject to the following information	<p>Each existing partner will qualify for Campaign B or A and Campaign N. Partner Qualifying for Campaign B or A is determined by rhipe based on revenue calculations and month on month growth of existing partners over the last six months before the Campaign start month.</p> <p>Incentives will be paid to partners who achieve the defined additional growth over and above their current average growth, which is calculated based on last six months average month on month growth.</p> <p>Campaign N incentives will be calculated based on the Net New Customer Tenants added by partner during Campaign period.</p> <p><b>Campaign A</b></p> <ul style="list-style-type: none"><li>• Eligible partner gets 25% incentive on their incremental revenue growth during the campaign period (Feb '19 monthly rev taken as baseline)</li></ul> <p><b>Campaign B</b></p> <ul style="list-style-type: none"><li>• Eligible partner gets 30% incentive on their incremental revenue growth during the campaign period (Feb '19 monthly rev taken as baseline)</li></ul>
payment	Wire transfer	Payment will be made via Wire Transfer within 120 days after end of campaign in Australian dollars

- I. Entry will only be open to Microsoft resellers and ISVs transacting through CSP, who have registered to join rhipe's Come Fly with Us program (the **Promotion**) by completing the online registration form at <http://comeflywithus.com.au/> and accepted these Terms and Conditions.
- II. rhipe's Come Fly with Us rewards are only available to registered program members.
- III. Tenant must stay active until the end of the promotion period.
- IV. rhipe reserves the right to terminate the Promotion in whole or in part at any time without prior notice and without liability. Errors and omissions are excluded.
- V. All trademarks, brand names and product names are the property of their respective owners.
- VI. The Promotor will not enter into any correspondence with any entrant other than the Winners in relation to the Promotion or these terms and conditions.
- VII. The Promotor reserves the right to disqualify any entrant it believes in its absolute discretion has engaged in improper or unlawful conduct, has breached a third party's intellectual property rights or has otherwise been in breach of the Terms and Conditions.
- VIII. 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 (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 or entrant; or (f) use of the prize.

- IX. The Promotor collects 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. Entry is conditional on providing this PI. The Promotor will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.rhipe.com/about/privacy-policy/>.
- X. For more information visit [www.rhipe.com](http://www.rhipe.com) or call 1300 732 009.

## 5. LIMITATION OF LIABILITY

Except for any liability that cannot by law be excluded, in no event shall rhipe or any of its affiliates be liable for any damages or losses whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence and for any other pecuniary or other loss whatsoever) arising out of or in any way related to a party's participation in the Campaign, even if rhipe has been advised of such damages, and even in the event of fault, tort (including negligence) or strict or product liability or misrepresentation. Unless there is an event giving rise to additional liability under applicable law, rhipe and its affiliates' liability is limited to the total amount payable to the party via a credit memo, arising out of the specific Campaign of which the claim arose

## 6. DEFINITIONS

- "Affiliate" means any legal entity that owns, is owned by rhipe. Ownership means control of more than a 50% interest.
- "Customer" means any legal entity (other than Participant or its Affiliate(s)) within the Territory that acquires Licensed Offerings for use as an end user, and not for distribution or resale.
- "Licensed Offerings" means Licensed Software, Services, Documentation Components and Software Assurance collectively.
- "Participant" means a Microsoft Cloud Solution Provider – Indirect Reseller that sells Microsoft Azure via CSP model through rhipe.
- "Reseller" means an entity (other than Participant's Affiliate(s)) within the Territory that purchases Licensed Offerings for resale directly to Customers.