



Westcon/Gemalto Partner SPIFF Promotion

Valid January 1, 2018 - December 31, 2018



ADDITIONAL TERMS AND CONDITIONS: Participation in the Promotion shall be considered acceptance by the Reseller of these Terms. All participating Resellers must comply with these Terms in order to be eligible to receive any prize hereunder. Westcon reserves the right to disqualify any Reseller from participating in the Promotion if Westcon reasonably determines such Reseller's participation is fraudulent, corrupt or in any way amounts to a violation of these Terms. Reseller acknowledges that all non-public information disclosed in furtherance of the Promotion (including without limitation pricing information or other marketing information), whether in tangible or intangible form, and however conveyed, shall be deemed "Confidential and Proprietary Information" and Reseller agrees not to disclose or use such information except in accordance with these Terms and the terms and conditions under which Reseller is authorized to purchase goods from Westcon, or as required by law to do so. Westcon is not responsible for and shall not be liable for any lost or late transmissions or confirmations (including without limitation email transmissions) submitted in furtherance of the Promotion that may result in any party's failure to perform any aspect of the Promotion. By participating in the Promotion, Reseller grants Westcon, and any of its associated companies, parents, subsidiaries, affiliates, directors, officers, employees, relatives, agents, licensees, successors and assignments operating worldwide a non-exclusive, royalty-free and perpetual worldwide license to use the Reseller's name and likeness, as well as the Reseller's company's name for advertising and promotional purposes in all media whether now known or later developed, and hereby releases Westcon and the Westcon affiliates from any and all liability whatsoever related to any claims, costs (including attorney's fees), injuries, losses, or damages of any kind arising out of or in connection with the Promotion (including without limitation claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in false light, whether intentional or unintentional), whether such arises under contract, tort (including negligence), warranty, or any other legal theory or claim. Any attempt by the Reseller or any other individual to undermine the operation of the Promotion violates criminal and civil laws and Westcon reserves the right to seek damages to remedy such violations to the fullest extent of the law. All participating Resellers agree to be subject to the jurisdiction of the state and federal courts of the State of New York. Other restrictions may apply and this Promotion is void where prohibited. All prizes awarded hereunder are subject to the final review and approval of the Westcon Credit and Finance Department prior to disbursement. In the event any Reseller has an outstanding past due amount with Westcon, in lieu of promotional prize, Westcon shall credit Reseller's account balance of equal value of the promotional prize. Upon acceptance of any promotional prizes offered above, Resellers and their employees agree to hold Westcon including its subsidiaries and affiliates and Gemalto harmless for any personal injury suffered, including wrongful death arising out of said injury. One individual reseller employee is eligible for the Promotion for each Approved Deal Registration or Closed Deal.

Any individual or reseller company that exceeds \$600 in total winnings from this promotion must provide W9 tax documentation. Winnings will be in the form of American Express Gift Cards.

TERMINATION: Westcon reserves the right to terminate the promotion at any given time.

