Fujitsu Perks & More



FUJITSU CHANNEL PARTNER LOYALTY PROGRAM

Terms & Conditions

Starting as of 1st April 2021

shaping tomorrow with you

FUJITSU

The organizer of the **Fujitsu Perks & More** (hereinafter referred to as "loyalty program") is "**Fujitsu Technology Solutions, Square Marie Curie 12, 1070 Anderlecht, Belgium**, in cooperation with Fujitsu Technology Solutions GmbH, Mies-van-der-Rohe-Str. 8, 80807 Munich (hereinafter referred to as "FUJITSU"), with kind support from Intel Corporation and Microsoft Corporation. FUJITSU has commissioned NMF Advertising Agency GmbH and Public Seven GmbH to support the implementation of the loyalty program.

I. Participation

1. Only those IT specialist retail companies with their HQ in **Belgium & Luxembourg** and registered as a FUJITSU Channel Partner are authorized to take part in the loyalty program. Private persona and companies, which do not meet the above requirements, may not participate. This also applies in particular to Fujitsu (Holding) B.V. and its subsidiaries, and for the external service providers NMF and public seven and their respective employees.

2. The loyalty program runs from **1st of April of 2021 to 31st of March of 2022.**

3. Participation in the loyalty program is defined as the participating company ("participant") visiting the loyalty program web site **https://pd.ts.fujitsu.com/cmi/PaM/be/index.aspx#top** and registering accordingly. The participant then enters the company corresponding details in the online form, which is then sent to FUJITSU. After validation, the participant will receive at its email a welcome email to the loyalty program. If the participant is registered at the FUJITSU Channel Partner Portal, the participant username and password will be the same as the FUJITSU Channel Partner Portal and they will be able to logging in to the loyalty program via the existing partner ID. If the participant has not previously registered on the Fujitsu Channel Partner Portal, it will then receive a new username and password.

4. Registration is possible until the end of the loyalty program period and the points will start counting from the moment the participant registers to the loyalty program. Multiple registrations per participating company are allowed but Fujitsu needs to have only ONE master account per participating company.

5. Participation in the loyalty program is only possible online. Any submissions via e-mail, fax or any postal applications shall not be considered. Online registration outside the loyalty program period shall not be considered.

6. Employees working for the participating companies act for and on behalf of their respective companies. The contact person of the participant specified during the registration process ("contact person") must not be a minor and must be authorized to register the partner for the loyalty program and to represent such during the loyalty program.

7. Entering this loyalty program is not linked with subscribing to a newsletter, unless expressly agreed otherwise. Participation in this loyalty program is in no way whatsoever linked to signing a contract for materials and services from FUJITSU or any of its distributors.

8. Participants using any unauthorized assistance or tools or obtaining an advantage in any way via any type of manipulation shall be excluded from the loyalty program. FUJITSU also reserves the right to exclude participants from the loyalty program who infringe the loyalty program terms and conditions or who provide participant data that should prove to be false.

9. Rewards can also be revoked in retrospect and reclaimed in all cases of authorized exclusion based on these loyalty program conditions.

10. Each participant is responsible for ensuring that the participation data is correct.

11. FUJITSU provides the participant with the opportunity to participate in the loyalty program. It is the participant's sole responsibility to ensure that the participation in the competition is not in contradiction with the participant's strategy.

12. The participant is obliged to comply with the requirements of **Fujitsu's Global Business Standards**. The participant shall comply with all applicable competition and anti-corruption laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and the laws and regulations of where the participant resides or does business in connection with the transaction(s) contemplated by this loyalty program and in connection with any other business transactions involving FUJITSU and the participant.
    The participant covenants that it has not and shall not, in all activities in connection with the performance of this loyalty program, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything value to any individual, including a government official, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business. The participant shall not instruct, cause or permit any third party to violate the conditions set forth in this paragraph on behalf of the participant or FUJITSU.

13. In the event of a failure to comply with paragraph I.11 or I.12, the participant shall notify FUJITSU immediately in writing.

14. FUJITSU reserves the right to exclude the participant from the loyalty program if it has a good faith belief that the participant has breached, or has caused a breach, of paragraph I.12.

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II. Data protection / release for publication

1. The participant herewith explicitly agrees that its company's name can be published on the loyalty program site and in the FUJITSU Channel Partner Portal for loyalty program purposes.

2. By accepting these loyalty program terms and conditions, the contact person acting for the participant explicitly agrees that FUJITSU can record, store, process the personal data entered during the registration process (name, address, telephone number, e-mail address or other personal data voluntarily submitted by the contact person information) and that such data may be used by FUJITSU or a commissioned third party (in particular, companies within the FUJITSU Group, their partners or other contractually commissioned third parties) in order to handle the registrations, run the loyalty program and to provide the prizes. The personal data of the contact person shall be transferred, where applicable, to these third parties and/or otherwise made accessible to such. FUJITSU shall save the personal data of the contact person for the loyalty program purposes and shall delete any such data if it is not used or becomes obsolete. The data shall not be forwarded to any other party not bound by contract; however should this for some reason become necessary, FUJITSU shall obtain the consent of the contact person beforehand. The contact person can revoke this agreement with FUJITSU at all times via an e-mail to **channel.incentive@ts.fujitsu.com** and/or **Carolien.francois@ts.fujitsu.com** and do so without specifying any reason(s) and demand that the corresponding data is deleted correctly or disabled for any further usage.

   Should the contact person revoke their agreement, FUJITSU must no longer use the corresponding personal data from that moment onwards. If disadvantages for the participant should thus arise, the participant cannot derive any legal claims against FUJITSU. The contact person's revocation of any approval shall also be deemed as the participant's withdrawal from the loyalty program.

3. FUJITSU shall be obliged to observe the respective applicable legal data protection regulations.

More information can be found in the Data Privacy Policy.
http://www.fujitsu.com/be/about/resources/privacy/

III. Determining the winners

1. Prizes are awarded according to a point system.

   The points are determined based on the participant's purchases of the FUJITSU Client Computing Devices (CCD), Server and Storage portfolio and accessories (collectively "products") within the loyalty program period, via the participating FUJITSU distributors. The products included in the loyalty program are announced on the program website and may change during the program period.

   The purchases shall be directly recorded via FUJITSU's distribution reporting and billing system. It is recommended to check the loyalty program website regularly for updates.

2. The loyalty program prizes can be claimed multiple times and at any time until the end of the loyalty program, provided the participant has the stipulated amount of prize points to claim a prize.

3. After the points have been swapped for a prize, the participant's points will be reduced by the amount of the used points.

4. The points are calculated as follows:

   The loyalty program has different prize levels that grant access to different prizes. When the participant reaches one of the levels, the participant may claim the corresponding prize. If not claimed, the points will continue to be accumulated by additional purchases. For example, if a participant has earned 120 points and then claims a 100 points prize, then the overall points will be reduced by the points of the prize: the participant will then have 20 points.

   Until the end of the loyalty program, the participant will be able to gather points and claim prizes as he desires.

   Perkies calculation will depend on:

i) Calculation of gathered Perkies:

CCD Mainstream		
	Revenue	**Perkie**
Up to 500 Perkies	400 €	1
From 501 to 1.000 Perkies	800 €	1
From 1.001 to 1.500 Perkies	1 600 €	1
Above 1.500 Perkies	40 000 €	1

CCD HighEnd		
	Revenue	**Perkie**
Up to 500 Perkies	100 €	1
From 501 to 1.000 Perkies	200 €	1
From 1.001 to 1.500 Perkies	400 €	1
Above 1.500 Perkies	10 000 €	1

CCD Supreme		
	Revenue	**Perkie**
Up to 500 Perkies	50 €	1
From 501 to 1.000 Perkies	100 €	1
From 1.001 to 1.500 Perkies	200 €	1
Above 1.500 Perkies	5 000 €	1

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Server Products		
	Revenue	Perkie
Up to 500 Perkies	350 €	1
From 501 to 1.000 Perkies	700 €	1
From 1.001 to 1.500 Perkies	1 400 €	1
Above 1.500 Perkies	35 000 €	1

Storage Products		
	Revenue	Perkie
Up to 500 Perkies	500 €	1
From 501 to 1.000 Perkies	1 000 €	1
From 1.001 to 1.500 Perkies	2 000 €	1
Above 1.500 Perkies	50 000 €	1

ii) The gathered Perkies are calculated based on the accrued revenue bythe partner during the FY (1st of April of 2021 to 31st of March of 2022) on all product groups, such as CCD mainstream, CCD High-End, CCD workstations, server and storage

iii) Multiplier:

For Client Computing Devices (e.g. Desktop Thin Clients, Displays, Workstations, etc.) and related time periods, some multipliers may be applied on the gathered Perkies (e.g. 25%, 100%, 200% etc.). The product categories concerned and related multipliers and time periods, if any, will be announced on the loyalty progam website.

iv) Special Promotions:

For special promotions valid during a specific period, different Perkies can be gathered with a special value. The Perkies gathered in Fujitsu Perks & More are announced on the program website and may change during the program perios.

v) Perkies expiration date:

Perkies earned are valid for one year only. After the Perkies expired, the amount of Perkies will turn to zero. Regardless the foregoing, in case that the programm will no longer be prolonged after 31st March 2022, all Perkies have to be spent until 31st March 2022 or they will expire.

vi) Account status levels:

There are 4 possible status levels of the account "Up to 500 Perkies"; "From 501 to 1.000 Perkies"; "From 1.001 to 1.500 Perkies" and "Above 1.500 Perkies". The status level result out of your earned PERKIES and increase accordingly for one year, from 1st of April of 2021 to 31st of March of 2022. Then the status level will be reset and start again at zero in the level "Up to 500 Perkies". This status level will not touch the amount of earned PERKIES, needed to gain rewards.

IV. Prize and reward notification

1. Available prizes are announced on the loyalty program website. The prizes within the loyalty program period **1st of April of 2021 to 31st of March of 2022** shall be sent to the participants, after internal validation, no longer than 4 weeks after it has been claimed in the loyalty program website.

2. There are 4 prizes threshold: 50 points, 100 points, 250 points and 500 points. Other calculation methods or conditions may be announced on the program website for special prizes. When the participant selects a prize, corresponding logistics and associated costs such as import taxes, if any, will not be the responsibility of the participant.

3. The participants shall be notified via e-mail that the points have been swapped by a prize, indicating the selected prize and that it will arrive at the registered address within 4 weeks.

4. The claimed prize shall be addressed to the participating company as such, and not the respective company's employee or contact. FUJITSU does not have any right to influence the internal allocation of the prize by the winner to an individual person at the winning company ("prize recipient"), if any. By accepting the prize, the participant confirms that such acceptance of the prize has been approved by the participating`s executive management and complies with any applicable internal guidelines in place at the winning company and all applicable local laws. FUJITSU may request written approval by the winner`s executive management or the winning company's shareholders before handing over the prize. In order to meet anti-corruption requirements stipulated in FUJITSU's Global Business Standards (paragraph I. 12. above), it is prohibited to pass on a prize to any representative (e.g. directors, officers, employees, agents) of a business partner of the participating company (e.g. customer, supplier). By accepting the prize, the participant confirms to adhere to this condition. Paragraphs I.13 and I.14 above shall apply accordingly.

5. FUJITSU reserves the right, instead of the prizes defined above, to provide other prizes as a substitute that shall have the same monetary value. FUJITSU shall make particular use of this right if FUJITSU should be hindered for justified or legal reasons from providing the prizes defined above. Should this be necessary, FUJITSU shall notify the participants accordingly as early as possible..

6. A cash payment instead of the prize or an alternative prize is not possible. The participant's right to the prize or alternative prizes cannot be transferred to another company.

7. Some elements of the prizes may be provided by third party suppliers. Subject to paragraph VI.2. of these terms and conditions, FUJITSU shall have no liability in relation to any prize elements provided by a third party supplier. Third party suppliers may stipulate their own terms, conditions, restrictions or safety instructions, which need to be accepted by the winners and prize recipients respectively as a condition for getting the prizes.

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8. If participation in a business trip is offered as a prize, the following applies:

   Participation is subject to the acknowledgement letter (provided by FUJITSU) being signed and returned to FUJITSU by an authorized executive (other than the prize recipient her-/himself) of the prize recipient`s company. At FUJITSU`s request, the prize recipient is obliged to provide additional proof that participation in the business trip has been confirmed by the prize recipient's company and is in line with the internal rules and guidelines of that company. FUJITSU may exercise this right even after the end of the business trip.

   Participation in the business trip shall be on the prize recipient`s own responsibility. FUJITSU arranges for the business trip, but does not take the role and responsibility of a tour operator. Unless expressly stated otherwise by FUJITSU, the business trip prize does not include insurance. It shall be the responsibility of the prize recipient to take out at his/her own cost all relevant insurances (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to obtain. The prize recipient of the business trip prize must hold a current and valid passport and any other relevant travel documentation (e.g. visa) required for travel to and entry to destination of the business trip. The timely arrival at the starting point and the return journey from the end point of the business trip shall be at the participant's own responsibility and expense.

   In case of non-appearance of the prize recipient there is no right to compensation.

9. The winner shall inform the prize recipients on all stipulations set out in paragraph IV. 7. and 8. above, which are relevant for accepting the prizes.

V. Premature termination of the loyalty program

FUJITSU reserves the right to modify the loyalty program terms and to change or end the loyalty program at any time without announcement or specification of reason. In particular, FUJITSU shall apply this option if, for technical reasons (e.g. on account of a virus in the computer system, manipulation or errors in the hardware and/or software), for legal reasons, it cannot be ensured that the loyalty program can be run correctly, or budget reasons.

VI. Limitation of liability – tax – export control

1. Having handed over the respective prize FUJITSU is then free of all obligations unless these regulations result in an earlier moment of time.

2. FUJITSU is only liable for damage caused by FUJITSU or one of its representatives as a result of a deliberate or gross negligent action or due to violated important contractual obligations. This limitation of liability does not apply for damage caused by injury to body or health or for cases of liability according to product liability law. The above regulations do not imply a change in the burden of proof to the detriment of the participant.

3. FUJITSU will not be liable for any claims, losses, or damages arising from or related to failure by the participant to comply with paragraph I.11., I.12. or I.14. The participant shall indemnify and hold FUJITSU harmless against any such claims, losses, or damages.

4. FUJITSU assumes no responsibility for any participant data that is not transferred, or which becomes lost or not sent on time, or which is destroyed, unreadable or incomplete.

5. The company - as the result of winning such a prize - may be subject to extra tax payments in its country of residence or company HQ. Should the company be subject to extra tax-related advantages or disadvantages, or other costs arising from this loyalty program, the company is solely responsible for such. FUJITSU does not assume any responsibility or accept any obligation for extra tax-related or other costs, in particular for any income-related taxes, or tax notification and payment obligations incurred in conjunction with any assets acquired as a result of participating in this loyalty program.

6. The cross border performance of services, may require - for example on account of their destination, nature or purpose - official or government approval. As far as such services are destined for performance abroad, and/or products and/or documentation are destined for export, the participant and FUJITSU shall cooperate in providing information on request as necessary to obtain any required licenses and approvals in accordance with the valid export control regulations of the Federal Republic of Germany, the European Union (EU), the United States of America (USA) or any other affected country. The participant shall comply with the corresponding sanction lists issued by the European Union, the German Federal Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other valid advisory notices from the appropriate authorities as amended from time to time. An infringement of the provisions in this paragraph shall be considered as a fundamental breach and the participant shall be exclusively liable for any resulting damages. FUJITSU shall not be obliged to supply products or perform services if such supply or performance would violate export control regulations of the Federal Republic of Germany, the European Union, and the United States, Japan or other countries.

7. FUJITSU, its parent holding and/or its subsidiaries, as well as agencies commissioned by FUJITSU and all its employees, are not subject to any legal obligation as a result of this loyalty program unless compulsory through applicable law.

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VII. Miscellaneous

1. All decisions are final.

2. The laws of Germany apply and exclude conflict of laws principles. Compulsory legal regulations according to valid law at the participant's company HQ remain unaffected.

3. If any of the loyalty program terms and conditions become invalid, this will not affect the validity of the remaining terms and conditions.

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