

# April 1st 2020 | Lenovo Data Center Channel EMEA Elevate

## Terms and Conditions

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## Overview

The Lenovo Partner Engage Elevate Programme [www.LenovoElevate.com](http://www.LenovoElevate.com) (the “Programme”) enables the payment of quarterly incentives to eligible Lenovo resellers with a valid Lenovo Reseller Agreement or Lenovo Partner Network Agreement who meet calendar quarterly targets as defined by Lenovo and published in the “Programme” accessed via [Lenovopartner.com](http://Lenovopartner.com) (the “Portal”).

The “Programme” is run on behalf of Lenovo by Motivforce Marketing & Incentives, Hannover Square Mayfair, London W1S 1BN.

If you are a Lenovo authorised reseller, the terms and conditions of the Lenovo Reseller Agreement its Addenda and Exhibits are incorporated and herein made reference to. If you are a Lenovo Partner Network reseller, the terms and conditions of the Lenovo Partner Network Agreement and its attachments are incorporated and herein made reference to.

## Programme Access

The “Programme” is only accessed via [Lenovopartner.com](http://Lenovopartner.com) (the “Portal”). The reseller’s user who will administer their involvement will have to be registered and have a valid business log in to the “Portal” to access the “Programme”.

## Acceptance of These Terms and Conditions

You accept these terms and conditions of the Programme by clicking “I accept” on the Portal. You further agree that by submitting a claim and accepting rebates under the Programme that you accept the terms and conditions of Lenovo Partner Network Agreement and the Lenovo Special Bid Addendum. You further agree that once a reseller employee has clicked “I accept” on the Portal, the reseller entity is fully bound to the provisions of the Lenovo Partner Network Agreement, the Special Bid Addendum and the terms and conditions of this Programme

## Eligible Resellers

Only those resellers of Lenovo Eligible Products who have met the following criteria can participate and receive rebates under the “Programme”:

- (1) Have a current and valid Lenovo Partner Network or Lenovo Reseller Agreement;
- (2) Have accepted the “Programme” terms and conditions on the “Programme” website and
- (3) meet the targets as outlined in the Portal. Any reseller not meeting any one or more of these criteria will not be eligible to receive rebates for this Programme

## Exclusions

Lenovo authorised resellers who are Silver, Gold, and/or Platinum status in the Lenovo Engage Partner Program; Lenovo authorised resellers participating in Lenovo Service Provider Program (LSPP) or Lenovo authorized resellers who do not have a co-existing Lenovo Partner Network Agreement or Lenovo Reseller Agreement;  
- Any reseller not meeting any one or more of these criteria will not be eligible to receive Rebates for the “Programme”.

## Eligible Period

An Eligible Period is a calendar quarter commencing on 1st January, 1st April, 1st July and the 1st October within each 12 month period. This is outlined in the Target Summary on the “Programme” website.

## Eligible Products

Eligible Products are all Lenovo Data Center products (including hardware, software, and services) and are described on the “Programme” website.

## Target Notification

Early in the calendar quarter (“Eligible Period”), Lenovo will publish targets via the “Programme” website. Targets will be visible for each of the Eligible Periods.

## Target Calculation

Targets for each Eligible Period are based on the Eligible Reseller's revenue of Eligible Products purchased from Lenovo authorised Distributors during the last 12 (twelve) rolling months. A quarterly target is set per with an applied growth % by band. Lenovo reserves the right to exclude large deals, also whereby a partner may move up in the Lenovo Tier status.

## Rebates

Eligible Resellers will be set a one revenue target focusing on specific products and services by Lenovo based on 12 months trading (excluding the last month of previous quarter):

- Example: for FQ1 (April-June 2019) target, Lenovo will take these 12 months into consideration:

March 2018 – February 2019 - Eligible Resellers will choose one target set based on the historical revenue and must accept it in the "Programme" website.

From the 2nd quarter of the "Programme" operation if the Eligible Reseller overachieves his base target, the band upgrade will be done automatically and Eligible Reseller will get paid higher bonus.

If the Eligible Reseller fails to meet the target the rebate will not be paid.

The rebates will be paid to up until the end of following quarter.

## The Rebate Grid & Acceptance

The Rebate Grid for Eligible Period is located on the "Programme" website. Eligible Resellers that accept terms and target in month 1 of the quarterly period will be able to over achieve and earn a higher rebate.

## Revenue Calculation

### (i) SalesThrough Lenovo Data Center Group products

Using a process called "dollarization", SalesThrough revenue measurements calculated for the purposes of target and attainment calculations are based on net SalesIn revenue billed by Lenovo to distributor plus a notional uplift to reflect estimated distributor margin. For transactions reported by an authorised distributor as sold-out with a Special

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Bid, the Special Bid price will be used for dollarization. For transactions not reported as sold-out with a Special Bid by an authorised distributor, a calculation is made based on the distributor's average purchase price of the related part numbers from Lenovo plus a notional uplift. If no average purchase price is available for a distributor, then the standard Lenovo distributor channel price plus a notional uplift is used. The amount calculated by the dollarization process will be reduced by any promotion or specific sell-out funding and transactional credits that will be paid by Lenovo. Any SalesThrough targets set by Lenovo for Data Center Group incentive programmes are based on dollarized revenue.

## **Participation and Rebate Process**

1. You must accept the Terms & Conditions for each Eligible Period on the Portal to be eligible to receive rebates for that Eligible Period.
2. Targets are displayed within the "Programme" website.
3. During the Eligible Period, Lenovo will collect sales details as reported by its authorised distributors to calculate the achievement of the Eligible Reseller. These details are net of any returns made a Lenovo authorised distributor by the Eligible Reseller. Such details are also net of any other applicable credit notes made for whatsoever reason;
4. The "Programme" website will be updated weekly.
5. Payments are made within the following quarter, after the last day of the Eligible Period, a notification email will be send with details of the Eligible Reseller's unit achievement and the value of any Rebate due
6. After receipt of the Rebate Notification email at the end of the Eligible Period, the Eligible Reseller must follow the link in the Rebate Notification email with instructions to complete the rebate claim.
7. Along with submission of the Claim Form, the Eligible Reseller must submit an E-invoice or Self-billing invoice via "Programme" website. Details of how to do this will be presented on the Programme website within the 'invoice upload';
8. Although every endeavour will be made to ensure the Rebate Notification email contains the final results for the Eligible Period, Lenovo reserves the right to make subsequent adjustments if it is found that the original data used for the calculation was incorrect.
9. Lenovo reserves the right at its sole discretion to make changes to the Rebate Notification up to four weeks after the end of the Eligible Period.

## **Bank Account Details**

Eligible Resellers who receive rebates directly from Lenovo (Refer to Schedule 1) must complete bank account details at the time of claiming their Rebate. Payments will only be made to commercial entities which submit their bank account details with, company registration numbers and if applicable Value Added Tax (VAT) details. Bank account details will be deleted after each Eligible Period's Rebate has been paid and must be resubmitted anew for each Eligible Period.

## **Rebate Process**

1. Rebates will be paid either directly to the Reseller bank account, or as a credit note to a reseller's nominated Lenovo authorised Distributor within the next calendar quarter after the last day of the Eligible Period provided that the rebate is claimed online within the communicated deadline on the Portal for that Eligible Period and the Eligible Reseller submits all relevant invoices;
2. Lenovo accepts no liability for any payment delays;
3. All Rebates will be calculated in local currency using the rebate payment grid and converted to local currency using the applicable Barclays FX rate on the day of the funds transfer;
4. Eligible Resellers are responsible for payment of all fees and charges after the Rebate is paid into their bank account;
5. Where the payment constitutes a taxable benefit, all liability lies with the recipient;
6. Where it applies, the payment is inclusive of Value Added Tax (VAT);
7. If an Eligible Reseller disputes the Rebate Notification, they must contact Motivforce Help Desk within five (5) working days of the date of the Rebate Notification email via "contact us" on the "Programme" website and complete the Dispute form. In order for Lenovo to validate the disputed claim, the Eligible Reseller must provide to Lenovo: a. Original invoices from Lenovo authorised Distributors or Lenovo demonstrating proof of purchase during the Eligible Period. The invoice must clearly show the purchased Eligible Products, the quantity, and the date of purchase. b. Proof of order or dispatch will not be accepted as valid substantiation for a dispute. Only disputes notified via "contact us" and submitted on the official Dispute Form will be considered. c. Disputes notified by any other means are ineligible. Disputes submitted after 5 working days are void
8. Lenovo will acknowledge disputes notified in accordance with item fourteen (6) above within five (5) working days and will resolve these disputes as soon as reasonably possible thereafter;

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9. Failure to raise a dispute within five (5) working days of the date of the Rebate Notification will result in the Eligible Reseller forfeiting the right to any related Rebates in respect of the claim;

10. In the event Lenovo adjusts a payment as a result of a dispute, Lenovo will notify the Eligible Reseller within a reasonable time. The difference will be paid to the Eligible Reseller within thirty (30) working days of the notification;

11. Only invoiced sales during the Eligible Period to Eligible Resellers will qualify;

12. Rebates apply only to the Eligible Period specified;

13. Rebates are not transferable;

14. If for any reason, Lenovo is unable to make payments directly to the Eligible Reseller, the Eligible Reseller will be notified by Lenovo of the Rebates affected and the Eligible Period;

15. No direct payments can be made to the eligible Elevate Business partners in the following countries, all payments will however, be paid via nominated Distributors: **Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Mongolia, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan**

16. Products bought during an Eligible Period are only eligible for Rebates during that Eligible Period and may not be carried over to the subsequent Eligible Period.

17. You may not offset any disputed or undisputed amounts under this Programme against amounts due.

## Eligible Countries

Albania, Armenia, Angola, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Bosnia and Herzegovina, Botswana, Bulgaria, Cameroon, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kazakhstan, Kyrgyzstan, Kenya, Kuwait, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, Netherlands, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Tajikistan, Tunisia, Turkmenistan, Turkey, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City, Zambia, Zimbabwe.

## General

1. The decision of Lenovo in respect to any and all aspects of this “Programme” is final and binding. This includes but is not limited to decisions about SalesIn / Sales Throughout, attainment, achievement, revenue and rebate calculation;

2. Lenovo reserves the right to reject resellers from participating in the “Programme”, where Lenovo believes that reseller has previously misused other Lenovo programmes including Lenovo Special Bids; LEAP, Elevate Program Terms and Conditions.
3. Resellers are wholly responsible to ensure that information about them including address and contact details on the “Programme” website are accurate and kept up to date;
4. All communication and questions about the “Programme” must be directed to the Help Desk via email or the Contact us form;
5. Lenovo reserves the right to modify or cancel the “Programme” at any time without prior notice. Notices of these changes will be communicated to the Eligible Resellers on the “Programme” website. If the “Programme” is withdrawn, only claims which support valid purchases up to the date of withdrawal of the “Programme” will be accepted;
6. Rebates will only be paid under promotions released by Lenovo and published on the “Programme” website and which specify an Eligible Period;
7. Rebates will only be paid where products are bought from Lenovo authorised Distributors or Lenovo located in the same country as the Eligible Reseller;
8. Products purchased from entities other than Lenovo authorised Distributors or Lenovo are excluded from the “Programme”;
9. Purchases of Lenovo Technology Access products are not eligible for the “Programme”;
10. Subject to applicable laws and regulations, Lenovo reserves the right to monitor, review, retain and / or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request;
11. Lenovo may declare the “Programme” to be void where it is taxed, regulated, prohibited or restricted by applicable law;
12. Lenovo reserves the right to disqualify incomplete, altered or illegible claims. No responsibility will be accepted for submissions, which have been lost, or are late, damaged, misdirected or delayed. Proof of sending will not be accepted as proof of receipt;



13. Lenovo is not responsible for any technical, hardware, software, server, website or other failures or damage of any kind to the extent that this prevents the Eligible Reseller from or otherwise obstructs him/her in participating in the “Programme”;

14. Lenovo reserves the right to audit all requests to ensure that all terms and conditions of the “Programme” have been met and to request additional information regarding any and all claims and supporting documents. From time to time, Lenovo may require confirmation from the Eligible Reseller that rebate monies have been received and the date of receipt;

15. All documentation submitted for the “Programme” becomes the property of Lenovo and will not be returned. Submission of false, incorrect, misleading or fraudulent documentation may result in disqualification from the “Programme” and future Lenovo programmes;

16. If for any reason you subsequently dispute; (i) the existence of these Terms and Conditions; or (ii) that Eligible Reseller signs or accepted the terms of the Lenovo Partner Network Agreement and its Special Bid Addendum, Eligible Reseller agrees that they will immediately repay to Lenovo all incentive payments they have received under these Terms and Conditions;

17. The decision of Lenovo in respect of any and all aspects of this “Programme” is final and binding;

18. These Terms and Conditions are subject to the laws of the country specified in the Eligible Reseller’s Reseller or Lenovo Partner Network Agreement.

## **Data Privacy and Confidentiality**

The terms and conditions referred to in the Lenovo Partner Network Agreement apply. Go to Lenovo’s main web page [www.lenovo.com](http://www.lenovo.com) to access Lenovo’s privacy statement.

