# **Comstor**<sup>®</sup>



# Comstor "Get in the Game" Collaboration Breakaway Promotion.

#### **TERMS AND CONDITIONS**

"Get in the Game" Promotion Terms and Conditions ("Terms") Promotion begins November 1, 2011, and runs through February 29, 2012.

### **WHO'S ELIGIBLE**

All two-tier authorized Canadian Cisco Partners and those DVARs where there is a public-sector end user in good standing, are eligible to participate. End-users, Cisco channel representatives or other Vendor channel representatives are not eligible to win prizes under this promotion.

Further, employees of Westcon Group, Inc. ("Westcon") and its parent companies, any of its parent companies' subsidiaries, Westcon's subsidiaries, affiliates, vendors, advertising and promotion agencies and their immediate family members (spouses, civil partners, parents, siblings, children and people with whom they are domiciled), aren't eligible. Partners have to be at least 18 years old and have to agree that U.S. and New York law apply to the Promotion. Partners also agree to be subject to the exclusive jurisdiction of the state and federal courts of the State of New York without regard to its conflicts of law provision. This promotion applies only in Canada.

One registration will cover all Partner company representatives. All monthly prizes and the overall grand prize, will be awarded to the Partner company. Internal awarding of prizes is at the discretion of the Partner company principal. Partners must continue to comply with these Terms to stay eligible.

From November 1, 2011 through February 29, 2012, earn chances to win valuable monthly prizes, including Comstor services. One participant will also win the grand prize of an entertainment event.

# HOW TO ENTER

## **Hardware Offer**

To enter the Get in the Game Promotion (the "Promotion"), each Comstor Reseller Partner, ("Partner") must sell a minimum of \$10,000 in combined sales of eligible Cisco Collaboration Breakaway SKUs and Cisco Small Business products each month to qualify. Each month, Partners will earn a ballot into the monthly drawing for every \$10,000 of eligible products sold. The drawing will take place after the completion of each month -- November, December, January, February. Partners are eligible to participate in each of the qualifying months – November, December, January, February – regardless of whether they win in a preceding month.

#### Services Offer

There is also a bonus opportunity to win Comstor credit memos for attaching Cisco Services to eligible Cisco Collaboration Breakaway SKUs and Cisco Small Business Products. Each month, Partners will earn a ballot into the monthly drawing for every \$5,000 of eligible services sold. The drawing will take place after the completion of each month – November, December, January, February.

Partners are eligible to participate in each of the qualifying months – November, December, January, February – regardless of whether they win in a preceding month.

### **Grand Prize**

Every Hardware and Services ballot earned during the monthly contests will also earn an entry into the Grand Prize drawing. The drawing will take place after the completion of the Get in the Game promotion.

For questions about this promotion, please contact Kim Perra, Comstor Marketing Manager at kim.perra@westcon.com or (514) 705-9304.

#### **AWARDS SUMMARY**

The winners will be awarded one of the following monthly prizes:

#### NOVEMBER

First Place:	\$1,500 Comstor Credit Memo
	\$500 Stub Hub Credit
Second Place:	Blackberry Playbook
Services Winner:	\$1,000 Credit Memo (one winner per month)

## DECEMBER

First Place:	\$1,500 Comstor Credit Memo
	\$500 Stub Hub Credit
Second Place:	Blackberry Playbook
Services Winner:	\$1,000 Credit Memo (one winner per month)

## JANUARY

First Place:	\$1,500 Comstor Credit Memo
	\$500 Stub Hub Credit
Second Place:	Blackberry Playbook
Services Winner:	\$1,000 Credit Memo (one winner per month)

# FEBRUARY

First Place:	\$1,500 Comstor Credit Memo
	\$500 Stub Hub Credit
Second Place:	Blackberry Playbook
Services Winner:	\$1,000 Credit Memo (one winner per month)

# **GRAND PRIZE AWARD\***

Hardware Grand Prize Award: \$3,000 Grand Prize Entertainment Package

Grand Prize Services Award: \$2,000 Comstor Credit Memo or \$2,000 entertainment package

\* Entertainment package must be used within 6 months from the awarding of grand prize.

Westcon reserves the right, in its sole discretion, to disqualify any entry that Westcon reasonably believe violates these Terms or any law, or that in any other way jeopardizes Westcon's goodwill or reputation, this Promotion, or anybody else.

Notification of Winners: Westcon plans to notify the winners initially chosen ("Potential Winners") on a monthly basis. Each Potential Winner must confirm receipt of Westcon's notification within seven (7) days of that notification and sign and return (unless prohibited by law) any reasonable documentation requested by Westcon or they will forfeit their Prize(s). If the Potential Winners comply, then they become Winners. Westcon is not responsible for lost or late confirmations or for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Potential Winners' responses, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or our failure to receive entry information on account of technical or other problems or at any website or any combination of those issues. Prizes can't be substituted or transferred. In the event of a Winner's non-compliance with these rules, an alternate winner may be selected.

Grant of Rights and Indemnity: Reseller gives Westcon and any of its respective companies, subsidiaries, affiliates, directors, officers, employees, relatives, agents, licensees, successors, and assignees (collectively, "Westcon Affiliates") a nonexclusive, royalty-free, 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, anywhere in the world, in all media, whether now known or later developed.

General: By entering, Reseller fully accepts these Terms. Westcon reserves the right, in our sole discretion, to cancel, terminate, modify or suspend this Promotion or any portion of the Promotion, or to disqualify any individual implicated in any of the following: (a) tampering or other actions by entrants, fraud, technical failures, or any other causes which, in Westcon's sole opinion, corrupts or affects the Promotion's conduct, (b) the Promotion doesn't allow proper processing of entries, or (c) the Promotion can't otherwise run as planned. Reseller assumes all liability for any injury or damage caused or claimed to be caused, by participating in this Promotion, and/or, if a Winner, use or redemption of a Prize. Westcon is not responsible for any typographical or other error in these Rules, administration of the Promotion, or in the announcement of Potential Winners, Winners, and/or Prizes. If for any reason the Promotion will not run as planned, including because of tampering, fraud, technical failures, or any other causes beyond Westcon's control that corrupt or affect the conduct of this Promotion, Westcon reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion. Any attempt by any entrant to undermine the operation of the Promotion violates criminal and civil laws and Westcon also reserves the right to seek damages from any such entrant to the fullest extent of the law. All federal, state and local taxes are the sole responsibility of the Winner, unless otherwise indicated. Promotion Void Where Prohibited by Law.

General Release: By entering the Promotion, Reseller also release us and the Westcon Affiliates from any liability whatsoever, and waive any and all causes of action, related to any claims, costs (including attorneys' fees), injuries, losses, or damages of any kind arising out of or in connection with the Promotion or anything to do with a Prize (including, but not limited to, 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 a false light, whether intentional or unintentional), whether under contract, tort (including negligence), warranty or any other theory or claim.

Other restrictions may apply.