

Terms and Conditions for the Summer Football Challenge – RESELLER



1. GENERAL

1.1. These terms & conditions” (the “T&Cs”) for Vertiv European Football Challenge (the “Challenge”) provides the provisions under which authorised, eligible and validly registered participants, being companies, (“Participants”), participate in the Challenge. The Challenge is run by Vertiv SRL, whose registered office is Via Leonardo da Vinci, 16-18/Zona Industriale, Tognana, Piove di Sacco (PD) 35028, Italy. By accepting these T&Cs, Participants agree to be bound by all terms, conditions and restrictions contained herein. Please print a copy of these T&Cs for your records.

1.2. **Challenge Period:** The “Challenge Period” for the “New Purchase Incentive” and the ‘All Purchase Incentive’ begins on 00:01 on the 29th of April 2024 and will run until 23:59 on the 14th of July 2024. The “Challenge Period” for the “Surprise Football Getaway” begins on 00:01 on the 29th of April 2024 and will run until 23:59 on the 31st of May 2024.

2. PARTICIPANT’S ELIGIBILITY TO THE CHALLENGE

2.1. **Participant’s physical location:** : To participate in the Challenge, Participant must have its registered office physically located in one of the following countries. The physical location must be Participant’s actual business location and not a rented mailbox, a private residence, virtual office, third party location or a commercial logistics supplier: Austria, Belgium, Bosnia & Herzegovina, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, Turkey, United Kingdom.

2.2. **Participant Account Administrator:** The individual registering to the Challenge shall be duly authorized to act on behalf of Participant and will be solely acting on behalf of Participant (no private person is permitted to participate in the Challenge or take advantage of the Challenge). The Participant’s account administrator shall perform any required tasks under the Challenge and be designated by Participant to receive any notice that Vertiv is required to give under the Challenge.

2.3. **Who may enter:** “The Challenge” is open to all resellers of Vertiv products (i.e. companies buying Vertiv products through one of Vertiv authorized distributor, a list of Vertiv authorized distributors can be found [here](#). All Purchase Incentive and Celebrations Event Incentive require registration in the [Vertiv Partner Program \(VPP\)](#).

2.4. **How to enter:** Participants are required to register on the official promotion portal at <https://VertivFootballChallenge2024.com>, opt-in to agree to share their data as per Vertiv’ Privacy Policy, accept the Terms & Conditions and obtain approval from their employer to participate and receive incentives. Participant enters the Challenge as a reseller and shall purchase Products through authorized distributors only. The most current list of authorized distributors is located on the Partner Portal and/or accessible [here](#).

3. INCENTIVES

3.1. **General:** Incentives will be awarded in 3 categories: New Purchase Incentive (1), All Purchase Incentive with football predictor portal (2), Surprise Football Getaway (3). All rewards and recognitions under this Challenge are based solely on the measurable achievements of Participants, including sales performance and engagement in skill-based activities. No element of chance will influence the outcome of awards. Participation and success in each stage require demonstrable skill and sales results, ensuring that all incentives align with performance metrics.

3.1.1 **New Purchase Incentive:** The “New Purchase Incentive” begins on 00:01 on the 29th April 2024 and will run until 23:59 on the 14th July 2024 (the Challenge Period”). The “New Purchase Incentive” provision rewards Participants for their first-time purchase of Vertiv products during the Challenge Period, as detailed below, subject to the conditions herein. Each Participant shall be eligible to receive one (1) incentive item, contingent upon the

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value bracket of their first qualifying purchase ("Eligible Purchase") of Vertiv products, with the specific incentive items allocated as follows:

- Participants making purchases in the range of €50 to €499 EUR will receive a UEFA Mascot or equivalent reward item
- Those with purchases in the €500 to €999 EUR range will be awarded a Football (size 5) or equivalent reward item
- Participant with purchases totaling €1000 EUR and above will receive an Official National Football T-shirt or equivalent reward item

This incentive applies solely to the Participant's first Eligible Purchase made within the Challenge Period. For the avoidance of doubt, the Participant must purchase Vertiv products for the first time in 2024. In case of previous orders during the year 2024, the Participant is not eligible. Incentive item availability is subject to stock levels and is offered on a first-come, first-served basis, either until the expiration of the Challenge Period or until the depletion of stock, whichever occurs first. Receipt of an incentive item is contingent upon Vertiv's receipt and verification of satisfactory proof of the Eligible Purchase.

3.1.2. All Purchase Incentive: The "All Purchase Incentive" begins on 00:01 on the 29th of April 2024 and will run until 23:59 on the 14th July 2024 ("the Challenge Period"). The "All Purchase Incentive" provision outlines the award of incentive items upon the culmination of each defined stage within the tournament. The stages are classified as: Group stage; Round of 16; Quarter Finals; Semi Finals; Final.

Incentive items are awarded based the following criteria:

- Credit allocation:** Credits are allocated for sales recorded during the Challenge Period via the official promotion portal, at a rate of 5 credits for every €500 EUR in sales. Eligibility for credit allocation is contingent upon submission and Vertiv's subsequent verification of proof of purchase. Additional 10 credits would be granted for the registration to the Vertiv Partner Program.
- Predictor portal engagement:** Engagement with the predictor portal is also required to confirm entry to a specific stage. The participant must predict at least one results to be eligible for an incentive reward during that specific stage. Participation in previous stages is not required.
- Sales Leaderboard:** a leaderboard tracking sales performance will be reset at the end of each stage, enabling the distribution of incentives based on sales achievements per stage.

Incentive items for top sellers: The top-selling Participants, as determined by the leaderboard, will receive the following incentive items:

Stage	Number available	Incentive reward
End of group stage	10	€50 *Amazon vouchers
Round of 16	8	*National Football shirts
Quarter Finals	4	*Apple watches
Semi Finals	2	*Meta Quest 3 VR headsets
Final - Winners	2	*iPad

There will be a separate leaderboard for predictions. There will be no reward items issued for the prediction element of the campaign. Credits for predictions are awarded as below:

- Correct result = 15 credits
- Correct results and score = 20 credits (total).

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- *Oculus is a trademark of Meta Platforms, Inc.*
- *iPad® is a trademark of Apple, Inc.*
- *Apple Watch® is a trademark of Apple, Inc.*
- *Amazon Gift Card is a trademark of Amazon Technologies, Inc.*

3.1.3. Surprise Football Getaway: The “Surprise Football Getaway” begins on 00:01 on the 29th April 2024 and will run until 23:59 on the 31st May 2024 (the Challenge Period). The "Surprise Football Getaway" is part of the Challenge, exclusively for Participants enrolled in the [Vertiv Partner Program \(VPP\)](#). This incentive is designed to reward five (5) participants for their proactive engagement and accomplishments within the VPP, based strictly on the fulfilment of the following predetermined criteria, without any element of chance:

- Purchase Verification:** Purchase of Vertiv product(s) and delivery of the proof of purchase through the promotional portal
- Program Enrollment:** The Participant is required to be registered in the [Vertiv Partner Program \(VPP\)](#) (Participants who were already registered to VPP prior the Challenge, will not be having VPP registration accounted to their final score).
- Deal Registration:** The participant must register a minimum of three (3) new deals through Deal Registration module in VPP.
- Training Completion:** The Participant must complete, during the Challenge period, a new product training of their choosing offered within the VPP.
- Social Media Engagement:** The Participant must publish a post on LinkedIn, explaining why a reseller chooses Vertiv infrastructure for their customers. The post must be tagged with **#IChooseVertiv** hashtag.

The incentive for each of the five (5) Participants who first complete the steps highlighted above with verifiable diligence and speed is a reward package for a special event in Gelsenkirchen, Germany on June 20, 2024, during the UEFA EURO 2024 period, which includes round-trip airfare, accommodations, and a local experience. Specific details of the event will be disclosed to the winning Participants after all necessary verifications. The estimated value of each reward package is 2500 EUR.

Eligibility for this incentive is determined based on a first-to-complete basis among participants who successfully meet all the specified criteria, as documented and verified by Vertiv. This structured approach ensures that the allocation of the incentive is based on demonstrable actions and achievements within the VPP, rather than chance.

4. BUSINESS CONDUCT AND COMPLIANCE

In the context of the Vertiv European Football Challenge 2024 ("the Challenge"), Vertiv, alongside any appointed agency, expects all participants within the Challenge to uphold the highest standards of integrity and ethical conduct in all business interactions. Vertiv enforces a zero-tolerance policy against bribery, corruption, extortion, kickbacks, and embezzlements. Participants, including all representatives and employees, are strictly prohibited from engaging in any actions that involve promising, offering, authorizing, giving, or accepting anything of value, either directly or indirectly through a third party, to influence business transactions improperly or secure an unfair advantage. For the purposes of this clause, "anything of value" encompasses, but is not limited to, gifts, favors, entertainment, and meals, irrespective of their monetary worth.

Participants must ensure compliance with all applicable anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act 2010, as well as any relevant local laws and regulations concerning gifts and entertainment to government officials and commercial entities. By participating in the Challenge, participants affirm their commitment to abstain from any form of improper advantage seeking or

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business conduct, pledging not to make, offer, or accept payments or other advantages that could contravene these ethical standards.

Vertiv, or the appointed agency, reserves the right to terminate the participation of any Participant in the Challenge, and to withhold any incentive item, should there be a reasonable belief of non-compliance with this clause. Vertiv or the agency further reserves the right to request from participants any information or to undergo a screening process necessary to verify compliance with this clause.

This prohibition also extends to any attempts to offer or provide improper benefits to Vertiv employees or any affiliated individuals, aiming to influence their decisions. Such acts are expressly forbidden and are subject to strict disciplinary action.

Furthermore, the participation in the Challenge and any related services or deliverables are subject to compliance with all applicable international trade laws, sanctions, and regulations. Participants agree to adhere to these regulations and to not engage in transactions with sanctioned or embargoed countries or entities, in line with the requirements of the United States, European Union, and other governing bodies.

Participants may be required to complete and comply with regulatory compliance programs as requested by Vertiv to ensure adherence to these standards throughout the duration of the Challenge.

5. LIMITATIONS OF LIABILITY

To the extent permitted by applicable law, Vertiv, any appointed agencies, and all other agents, employees, or suppliers engaged in the execution and administration of the Challenge do not grant any guarantees or assurances, either directly or indirectly, regarding:

- a) The timely, secure, or error-free participation in the Challenge, access to program materials, content, information, or any functions related to the Challenge; and
- b) The absence of computer viruses or absence of damage to participants' computer systems as a result of online activity associated with the Challenge.

To the maximum extent permitted by law, and except for cases of personal injury (including death), Participants expressly agree that Vertiv, any appointed agencies, and their respective agents, subcontractors, or suppliers shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profits, goodwill, data, or other intangible losses resulting from:

- a) Participation in the Challenge, use of any related digital platforms or services, redemption, and use of incentive items, including errors in crediting or debiting accounts by any person using the participant's credentials, or any modification, alteration, or deletion of any participant's data.
- b) Modifications to, cessation of distribution of, or removal from the Challenge of any products, goods, or services, or changes to planned incentives, or any assessment of incentives due to such modifications, deletions, or removal.

6. TRANSFER OF REWARDS

Reward items remain the sole property of the Participant and cannot be transferred (in whole or in part) to any other Participant. Reward items may not be bartered or sold or combined or exchanged with any other promotion. In the event of unforeseen circumstances, Vertiv reserves the right to offer an alternative reward item of equal or greater value should the original reward item become unavailable.

7. PARTICIPANT RESPONSIBILITIES

Participant shall be liable and responsible for all acts and/or omissions in relation to "The Challenge". Participant must promptly provide all such information, cooperation, and assistance as Vertiv may require from time to time in

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relation to the operation and implementation of “The Challenge”. Participant is responsible for keeping their passwords and other account information confidential.

8. CLAIMING REWARD ITEM

In relation to New Purchase Incentive & All Purchase Incentive, winners shall be notified by email and the reward items will be shipped within 45 days. Limit one reward item per winning participant.

9. TERMS AND CONDITIONS APPROVAL

By participating in the Challenge and accepting these T&Cs, Participants grant Vertiv the irrevocable right to use their company name and logo on social media and other promotional materials related to the Challenge. This may include announcements of winners and promotional activities during and after the Challenge period. Participants confirm that they have obtained the necessary approvals for this use and acknowledge that the use of the company name and logo carries no financial compensation at any time. This consent is given freely and forms part of the legally binding agreement under these Terms & Conditions.

10. WINNER SELECTION

In relation to Surprise Football Getaway, winners will be officially recognized by June 3, 2024, and notified of their success by June 5, 2024, which is two weeks prior to the Euro Celebrations Event. Winners must be free and available for travel during the period of 19-21.06.2024. The reward item is non-transferable and cannot be exchanged for cash or other alternatives. Winners are responsible for any additional expenses not explicitly covered by the reward item. If a winner is unable to attend the Euro Celebrations Event, the reward item will be forfeited. The Euro Celebrations Event details, including travel arrangements and match attendance, will be communicated to the winners upon attendance notification.

11. CONDITIONS

Void where prohibited, taxed, or restricted. Participants agree to release and hold Vertiv’s harmless from and against all losses, damages, liabilities, claims, actions, proceedings, settlements, or judgments arising out of or relating to their participation in this Challenge. Participants are restricted to use of ordinary and typical computer equipment and Internet access.

12. TAXES

The value of any reward item awarded to a Participant may be reported for tax purposes as required by law. Participants are solely responsible for all tax reporting, tax liability, and any other financial obligations arising from acceptance of the reward item. Vertiv holds no liability whatsoever for any taxes, duties, or other financial obligations associated with the participation in the Challenge or the receipt of any reward. All reward items are distributed by Miramar, the program administrator, and not directly by Vertiv. Reward items are not transferable, redeemable for cash, or exchangeable for any other reward item unless explicitly agreed upon by Vertiv. Participants acknowledge and agree that they will fully comply with all applicable tax laws and complete any necessary tax declarations as part of their participation in this Challenge. Vertiv disclaims all responsibility for the collection or payment of any taxes on behalf of the Participants.

13. CONDUCT AND DECISIONS

By participating in “The Challenge”, Participants agree to be bound by the decisions of VERTIV personnel. Participants who violate any rule, gain unfair advantage in participating in “The Challenge”, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening

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behavior is prohibited. VERTIV will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Challenge, and Vertiv' decisions concerning such disputes shall be final.

14. PROPRIETARY RIGHTS TO CONTENT

The design and content of “Vertiv European Football Challenge 2024” and any related materials, are protected by copyrights, trademarks, service marks, or patents and owned by or licensed to Vertiv. All information provided to VERTIV by any Participant as a result of this Challenge will be subject to VERTIV.

15. MODIFICATION & TERMINATION

VERTIV reserves the right to audit, terminate, suspend, amend, modify, revoke or cancel the Challenge, in whole or in part, for any reason and at any time without prior notice. VERTIV reserves the right to suspend or exclude a Participant from the Challenge in its sole and discretion.

16. DISPUTE

In the event of a dispute between Vertiv and Participant arising in connection with the Challenge and/or these T&Cs, prior to commencing any litigation or other legal proceeding, Vertiv and Participant will each designate and make available an executive sponsor and, for at least thirty (30) days following notice from one party to the other of the existence of such a dispute, make a good faith effort to resolve such dispute by discussion and mutually agreed action. The Parties agree that these T&Cs, or any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, and equitable claims) between Participant and Vertiv based upon, arising from, or relating to these T&Cs or the Challenge, its interpretation or the breach, termination or validity thereof shall be subject to and governed exclusively by the applicable law (without regard to its conflicts of laws rules) of the jurisdiction where the Vertiv entity being the Challenge promoter is located and registered.

17. MISCELLANEOUS

- a) **Promoter and administrator:** “Vertiv” is the promoter of the Challenge (the “Challenge Promoter”) and is defined as Vertiv Srl, a company incorporated under the laws of Italy with domicile in Piove di Sacco (PD) Via Leonardo da Vinci 16/18, Italy. The administration and calculation of the incentives are conducted by a third-party vendor acting as a program administrator on behalf of Vertiv. Vertiv has appointed MIRAMAR, Kestrel House, Howbery Park, Wallingford, OX10 8BA to administer the Challenge on Vertiv’s behalf as its authorized program administrator.
- b) **Consent** to receive information: Participant agrees to receive information from Vertiv and MIRAMAR regarding new products, promotions, or general information via email. Participant agrees that their information is used for analyzing purposes by Vertiv and MIRAMAR.
- c) **Indemnification:** To the fullest extent permitted by law, Participant shall indemnify, defend, and hold harmless Vertiv and its subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) based upon, arising from, or related to Participant’s failure to comply with its obligations under these T&Cs.
- d) **Confidentiality:** these T&Cs and the terms hereof are Vertiv confidential information, and Participant shall maintain such information as confidential and shall not disclose such information to any third party, even after termination of these T&Cs, unless required by law.

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