

**FY15-Q3 Microsoft Open “Buy 1 Windows Server Standard 2012 R2 or 1 Windows Server
DataCenter R2 and get 5 Client Access Licenses free”
End User Promotion (the “Promotion”)
Terms and Conditions for the Promotion**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE “TERMS AND CONDITIONS”) BEFORE PARTICIPATING IN THE PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (“CUSTOMER” OR “COMPANY”) AND MICROSOFT REGIONAL SALES CORPORATION (“MICROSOFT”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE PROMOTION. BY PARTICIPATING IN THE PROMOTION, YOU ARE DEEMED TO HAVE READ AND UNDERSTOOD, AND AGREED TO ABIDE BY, THESE TERMS AND CONDITIONS.

SECTION 1 Definitions

(a) *“Eligible Order”* means an order of an Eligible Product under the Eligible License Types placed with a Microsoft Reseller during the Promotion Period.

(b) *“Eligible Product”* means the product known as Windows Server with the following SKUs and product description:

Eligible Product SKU	Eligible Product Description
P73-06285	WinSvrStd 2012R2 SNGL OLP NL 2Proc
P71-07835	WinSvrDataCtr 2012R2 SNGL OLP NL 2Proc Qlfd

(c) *“Eligible License Types”* means any of the following agreements or their renewal excluding Academic, Charity and Government Open Agreements:

- Open License

(d) *“Microsoft Reseller”* means a reseller of Microsoft software license products.

(e) *“Promotion Period”* means January 14 – March 27, 2015 (both dates inclusive).

SECTION 2 Promotion overview

Subject to these Terms and Conditions, for each Eligible Order of at least **1 unit of the Eligible Product SKU (subject to a maximum order of 10 units per customer)**, Customer can get for free:

(a) **5 Client Access Licenses User Cal**

SECTION 3 Pricing, returns, other promotions, taxes.

- 3.1 Pricing. The acquisition of Eligible Products is subject to negotiation and execution of a definitive agreement under the Eligible License Types between Customer and its chosen Microsoft Reseller incorporating applicable Microsoft commercial terms and price levels. The Microsoft Reseller and Customer will determine Customer's actual price and payment terms for Eligible Products.
- 3.2 Returns. Unless required by any applicable law, neither Customer nor its chosen Microsoft Reseller may return any Eligible Product to Microsoft after the order has been processed.
- 3.3 Other promotions. Eligible Product units purchased under the Promotion are not eligible for any other rebates or discounts. Likewise, any Eligible Product purchased under any other Microsoft discount program shall not be eligible for the Promotion.
- 3.4 Taxes. Microsoft is not liable for any taxes that are incurred or arise in connection with the Promotion. Customer shall be responsible for bearing and pay any and all taxes. Customer agrees to indemnify, defend and hold Microsoft harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to such taxes.

SECTION 4 Other terms and conditions

- 4.1 Claims. Microsoft is not responsible for printing or typographical errors in any Promotion-related materials or for claims or submissions that are incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access the Promotion Web Site or any other web site associated with the Promotion. Proof of online submission or any redemption claim shall not constitute proof of receipt by Microsoft or their agents. If any information provided by Customer is found to be misleading or inaccurate, that claim shall be deemed invalid.
- 4.2 Privacy. The information submitted by Customer when participating in the Promotion may include an employee's phone numbers, email address, ID number and other personal information ("**Personal Information**"). Except as provided elsewhere in these Terms and Conditions, Microsoft will only use Personal Information in accordance with applicable data protection laws and regulations and Microsoft's privacy policy referred to below, for the purposes of administering Customer's participation in the Promotion. For more details on Microsoft's privacy policy, please see: <http://privacy.microsoft.com/en-us/default.aspx>.
- 4.3 Modification of these Terms and Conditions, etc.. To the maximum extent permitted by applicable law, Microsoft may modify these Terms and Conditions and/or withdraw or terminate or extend the Promotion at any stage by 15 days' notice posted at the Promotion Web Site, without any liability towards Customer or anyone.
- 4.4 Governing Law. The laws of Singapore shall apply to these terms and conditions.
- 4.5 No third party rights. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms. For the purposes of this paragraph, "person" shall mean a human being or a corporate entity (whether or not having a separate legal personality), as the case may be.