



## Telstra Partner Advantage Program

Promotion Period 20 May 2015 to October 31 December 2016, subject to the terms below. Terms and Conditions for the Telstra Partner Advantage Program (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 and Microsoft establishing the terms and conditions under which you are entitled to participate in the promotion. By participating in the promotion, you ("Partner") are deemed to have read and understood, and agreed to abide by, these terms and conditions.

### Section 1: Definitions

(a) "Customer" means a business entity in Australia with less than 250 employees.

(b) "Eligible Order" means a single order for Eligible Product placed by a Customer through Telstra Apps Marketplace with Partner recorded as the "Partner of Record" which satisfies all of the following criteria:

(1) the Customer is new to the Microsoft Office 365 or Microsoft Dynamics CRM Online service and has not previously subscribed to any Microsoft Office 365 service or Microsoft Dynamics CRM Online service;

(2) the Customer's domain name for the Eligible Products has not been previously registered on the Microsoft Office 365 service or Microsoft Dynamics CRM Online service;

(3) Minimum quantity of 5 seats of an Eligible Product purchased with the exception of the Office 365 Bundle (Bundle Essentials and Bundle Premium) which will pay incentives on sales made from a minimum quantity of 1 seat;

(4) purchased under Commercial pricing via Telstra Apps Marketplace or via [www.telstra.com/office365smb](http://www.telstra.com/office365smb) for the Office 365 Bundle (excluding orders made under a Microsoft Volume Licensing Agreement such as Enterprise Agreements or Open Agreements, and excluding any agreements with Academic, Government or Charity pricing); and

(5) Made during the Promotion Period.

(c) "Eligible Product" means any of the following Microsoft Office 365 and Dynamics CRM Online plans sold via Telstra (Telstra Apps Marketplace and/or [www.telstra.com/office365smb](http://www.telstra.com/office365smb)):

- 1) Office 365 Business
- 2) Office 365 Business Essentials
- 3) Office 365 Business Premium
- 4) Office 365 Bundle: Business Essentials
- 5) Office 365 Bundle: Business Premium
- 6) Office 365 Exchange Online (Plan 1)
- 7) Office 365 Exchange Online (Plan 2)
- 8) Office 365 Enterprise (Plan E1)
- 9) Office 365 Enterprise (Plan E3)
- 10) Office 365 Enterprise (Plan E5)
- 11) Microsoft Power BI Pro
- 12) Microsoft Dynamics CRM Online Professional
- 13) Microsoft Dynamics CRM Online Professional bundled with Office 365

(d) "Microsoft" means Microsoft Regional Sales Corporation, Singapore registered office.



(e) "Partner of Record" means any entity with which Telstra Corporation Limited ABN 33 051 775 556 has entered into a Telstra Dealership Agreement or Telstra Online Services Agreement and which is recorded by Microsoft as the seller of an Eligible Order as processed through Telstra Apps Marketplace.

(f) "Promotion Period" means 20 May 2015 – 31 December 2016 (both dates inclusive).

(g) "Promotion Web Site" means: [www.telstra.com/partnercashback](http://www.telstra.com/partnercashback)

(h) "Rebate" has the meaning given in Section 2(b)

## Section 2: Promotion overview

(a) Promotion funds are limited and will be provided to Partners of Record that have submitted their claims in accordance with these terms on a first come first served basis. Microsoft will notify via the Promotion Web Site when the Promotion fund limit has been reached and no further Promotion claims will be paid.

(b) Subject to these Terms and Conditions, the Partner that is Partner of Record on an Eligible Order for a Customer will be eligible for a rebate ("Rebate") from Microsoft in the amount payable shown in the table below based on the quantity units (that is, "Seats") of Eligible Product purchased shown below, subject to a maximum of one (1) claim for each Customer.

### Microsoft Office 365

Eligible Products	1 – 4 seats	5 – 15 seats	16 – 30 seats	31 – 49 seats	50 – 79 seats	80+ seats
Office 365 Business	\$0	\$100	\$200	\$300	\$500	\$750
Office 365 Business Essentials	\$0	\$150	\$300	\$500	\$700	\$1,050
Office 365 Business Premium	\$0	\$300	\$600	\$1,500	\$2,000	\$3,000
Office 365 Bundle: Essentials	\$150	\$300	\$600	\$1000	\$1400	\$2100
Office 365 Bundle: Premium	\$300	\$600	\$1200	\$3000	\$4000	\$4500
Office 365 Exchange Online Plan 1	\$0	\$50	\$80	\$100	\$200	\$300



Office 365 Exchange Online Plan 2	\$0	\$80	\$100	\$200	\$300	\$450
Office 365 Enterprise Plan E1	\$0	\$200	\$300	\$500	\$1,000	\$1,500
Office 365 Enterprise Plan E3	\$0	\$400	\$800	\$1,600	\$3,000	\$4,500
Office 365 Enterprise Plan E5	\$0	\$450	\$850	\$1650	\$3050	\$4500
Power BI Pro	\$0	\$100	\$200	\$300	\$500	\$750

#### Microsoft Dynamics CRM Online

Eligible Products	5-10 seats	11-15 seats	16-20 seats	21-50 seats	51+ seats
Microsoft Dynamics CRM Online Professional	\$100	\$150	\$200	\$400	\$700
Microsoft Dynamics CRM Online Professional bundled with Office 365	\$300	\$400	\$500	\$750	\$1,200

### Section 3: Redemption process and criteria

(a) In order to claim a Rebate, a Partner of Record who has placed an Eligible Order must submit a redemption request along with all required documents (including the Partner of Record's order ID) in the online form located on the Promotions Web Site within 30 days after the date of the relevant Eligible Order. The redemption request must be in full compliance with the instructions at the Promotion Web Site. Microsoft may also require Partner of Record to provide a copy of the Customer invoice for the Eligible Order.

(b) On receipt of Partner's redemption request, Microsoft will validate Partner of Record's eligibility for the Rebate using its internal sales tools. Microsoft will notify the Partner of Record of redemption request receipt, completeness and validation within about 14 days of receipt.

(c) If the Partner of Record's eligibility for a Rebate is validated, Microsoft will arrange for payment of the appropriate Rebate amount in Australian currency within about 60 days of the date of the confirmation email referred to Section 3(b) above. Payment will be made by cheque or bank transfer



issued in the name of Partner of Record's organisation. No cheques will be issued in the name of an individual. Microsoft or their agent will contact the Partner of Record you via telephone to advise payment has been processed.

#### **Section 4: Pricing, Rebate amounts, returns, other promotions, taxes.**

(a) Fixed Rebate amounts. Rebate amounts are expressed in Section 2 of these Terms and Conditions in Australian Dollars and are an absolute amount, not a percentage of the price of the Eligible Products.

(b) Subscription termination. In the event that Partner terminates its Eligible Product subscription after Microsoft has paid the associated Rebate to Partner within the 12 months from the date of order, Microsoft may require the repayment of that Rebate.

(c) Other promotions. Eligible Product units in respect of which a Rebate is paid under the Promotion are not eligible for any other rebates or discounts from Microsoft. Likewise, any Eligible Product purchased under any other Microsoft discount program shall not be eligible for any Rebate under the Promotion.

(d) Taxes. All Rebate payments are inclusive of taxes. Microsoft is not liable for any taxes that are incurred or arise in connection with the Promotion. Partner shall be responsible for bearing and paying any and all taxes. Partner 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 5: Other terms and conditions**

(a) 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 sending of any redemption claim by email shall not constitute proof of receipt by Microsoft or its agents. If any information provided by Partner of Record is found to be misleading or inaccurate, that claim shall be deemed invalid.

(b) Privacy. The information submitted by Partner of Record 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 Partner's participation in the Promotion. For more details on Microsoft's privacy policy, please see: <http://privacy.microsoft.com/en-us/default.aspx>.

(c) 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 any Partner of Record or anyone.

(d) 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.

(e) Applicable law and jurisdiction/dispute resolution.

(1) This Agreement is construed and controlled by the laws of Singapore.

(2) The Partner of Record consents to the non-exclusive jurisdiction of the Singapore courts.