

Nutanix Cloud Bundles Champions League

The “EMEA Nutanix Cloud Bundles Champions League” rewards Cloud bundles activity between May 1st, 2021 and July 31st, 2022.

PARTNER ELIGIBILITY

- The partner ‘Reseller’ organization must have a current signed agreement to act as an authorized Nutanix OEM partner.
- The partner must also be current with annual Partner Compliance Guidelines.
- The partner must also agree to follow Nutanix brand guidelines and official Nutanix messaging for all promotional activities: [here](https://www.nutanix.com/branding/)
- The partner must meet and maintain the Nutanix Partner Program requirements: [here](https://idp.nutanix.com/samlso?spEntityID=zift_production&RelayState=https%3A%2F%2Fnutanix.ziftone.com%2F%23%2Fpage%2Felevate)
- Be a partner in good standing

PROGRAM REQUIREMENTS

- Available to Reseller EMEA employees only
- Eligible for Reseller transacted deals only
- Qualifying deals must be closed and accepted at Nutanix between May 1, 2021 and July 31st, 2022.
- Not for Resale (NFR) are not eligible.
- Prizes will be awarded within 30 days of the close of the incentive

PROGRAM TERMS

- Each month a prize will be awarded to the reseller representative at the top of the leaderboard from the monthly prize offer
- The top three positions on the leaderboard as at the end of the promotion July 31st, 2022 will be rewarded from the end of year prize offer.
- All Points and leaderboard positions are driven from Partner Xtribe points award for Cloud bundles activities defined as:
 1. Completing [XTRIBE challenges](#) - 1 point
 2. Generating XPAND leads - 5 points
 3. Quoting for NCB - 10 points
 4. Deal registrations - 15 points
 5. Deals won - 50 points
- Nutanix will use reasonable endeavors to provide the Prize as described but is not responsible if the Prize is not taken by the Winner or if it differs from the description or the terms provided hereunder.
- The prizes shown in the incentive website <https://nutanix-cloudbundles.com> are illustrations of options available within each prize category and are for illustrative purposes only.
- The Prize and all elements thereof are subject to availability. If a Prize, or any element thereof, should become unavailable for any reason, Nutanix reserves the right to substitute it with another one of equal or greater value.
- The prizes are non-refundable (for money or otherwise), non-transferable, and may expressly not be sold.

- There is no cash alternative.
- This Promotion and/or the terms and conditions herein are void where prohibited, restricted or taxed
- The decision of Nutanix in relation to any aspect of this Promotion is final and binding.
- Decisions made by Nutanix regarding qualifications and amounts are made at Nutanix's sole discretion and subject to change at any time.
- Nutanix reserves the right to modify or withdraw this Promotion at any time. All participants will be notified by email in case any changes to these terms and conditions of the Promotion occur. An email will also be sent to participants in case of withdrawal of the Promotion.

COMPLIANCE WITH LAWS AND ANTI-CORRUPTION:

- The Contest is subject to English law and the courts of England and Wales shall have exclusive jurisdiction over any disputes in relation to it
 - Each party represents that it has not and will not violate any applicable laws in relation to the receipt of Partner XTRIBE Dreams reward. Further, each party represents and warrants that it has not and will not violate any applicable anti-corruption law in relation to the receipt of the Partner XTRIBE Dreams reward.
- In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Nutanix may, in their sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Terms and Conditions; or (b) award the prizes according to the criteria set forth above with reference to achievement against targets up to the time of the impairment. Nutanix reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person or entity to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Nutanix reserves the right to seek damages from any such person to the fullest extent permitted by law. Nutanix failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision

INTELLECTUAL PROPERTY RIGHTS:

- Nothing in this Agreement shall be construed as a grant to either party of any ownership or other interest in any copyrights, patents, trademarks, know-how, inventions, trade secrets and registrations and applications for the registration thereof ("Intellectual Property") of the other.

LIMITATION OF LIABILITY:

- Nutanix shall not be liable for any loss of profits or for special, consequential, incidental, indirect, reliance, punitive or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Nutanix.
- Nutanix shall have no liability to any Participant and participating Eligible Partners shall indemnify Nutanix against any action, claim, expense, or damage brought by a representative or employee of the Partner against Nutanix or any third party arising from, or in connection with this Promotion. To the fullest permissible under applicable law, Nutanix accepts no liability for any aspect of the Prizes or the Winners before, during and after the event including during travel to and from the event



TAXES:

- The partner shall be responsible for any and all applicable taxes related to its receipt of the Nutanix contribution, including but not limited to any sales, use, goods and services, services, consumption, business, value added, or other taxes or comparable levies, transaction privilege taxes, gross receipts taxes, net receipt taxes, any withholding taxes and other charges such as duties, customs, tariffs, imposts, contributions and other government-imposed surcharges.

SPONSOR AND ADMINISTRATOR:

- Sponsor: Nutanix Netherlands B.V. Mercuriusplein 1, 2132 HA Hoofddorp, Netherlands. Administrator: Motivforce Marketing and The Long Barn, Down Farm, Cobham Park Road, Surrey, KT11 3NE, UK.





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Nutanix makes infrastructure invisible, elevating IT to focus on the applications and services that power their business. The Nutanix Enterprise Cloud OS software leverages web-scale engineering and consumer-grade design to natively converge compute, virtualization and storage into a resilient, software-defined solution with rich machine intelligence. The result is predictable performance, cloud-like infrastructure consumption, robust security, and seamless application mobility for a broad range of enterprise applications and services.

Learn more at www.nutanix.com or follow us on Twitter [@nutanix](https://twitter.com/nutanix).

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