

# **HPE Diversity Startup Program 2023**



## Terms and conditions

- Sponsor:** The sponsor of this program is Hewlett Packard Enterprise Company ("HPE"), 1701 E Mossy Oak Road, Spring, Texas 77389.
- Introduction:** HPE invites eligible diverse startups to participate in the HPE Diversity Startup Program 2023 ("Program") for a chance to receive a voucher for Cloud Services with our HPE GreenLake partner Alpha3 Cloud ("Voucher"), subject to the terms and conditions below ("Terms and Conditions"). By participating in the Program, participants affirm that they have read, accepted, and agree to waive any right to claim any ambiguity or error in these Terms and Conditions or the entry itself and agree to be bound by these Terms and Conditions and HPE's decisions, which are final and binding in all respects. HPE reserves the right to review, modify, extend, or discontinue any and/or all aspects of the Program, including these Terms and Conditions, at any time without prior notice. The Program is subject to federal, state, and local laws and regulations and is void where prohibited.
- Program Period:** The Program begins on 1 January 2023 at 12:00 AM Pacific Time and ends at 12:00 AM Pacific Time on October 31, 2024 (the "Program Period"). Entries submitted before or after the Program Period will not be eligible. HPE's computer is the official time-keeping device for the Program.
- Eligibility:** NO HPE PRODUCT OR SERVICE PURCHASE NECESSARY. The Program is open only to participants eighteen (18) years of age and older who are residents of the United States and whose organization meets the following criteria: 1) The business has been in operation in the U.S. (i.e., selling goods and/or services) for no more than five years. 2) At least 51% of the business is owned or operated by women and/or members of designated minority groups. Void in Puerto Rico, U.S. territories and possessions, and where prohibited by law. Employees, contractors, and contingent workers of HPE, its subsidiaries, affiliates, their immediate family and household members are not eligible. Employees of the following entities are ineligible for this promotion: National/federal, state, and local government entities, public higher education institutions, and private or public K-12 educational institutions and libraries and their board members, employees, officers, representatives, agents, consultants, and independent contractors. HPE shall determine Program eligibility in its sole and absolute discretion.
- How to Enter:** To apply to participate in the Program, eligible participants may complete and submit an application to [hpe.com/us/en/about/diversity/startups.html](https://hpe.com/us/en/about/diversity/startups.html). By submitting an application, participants agree that the information contained therein is true, accurate, and complete. Should you be considered for the program, you will be contacted via the email address used in your entry method. Failure to do so will result in forfeiture of your consideration for the program and an alternate winner may be selected from among the remaining eligible entries.
- Voucher:** Interested parties who merely submit an entry are not guaranteed a Voucher. Voucher value is based on the projected cloud services consumption and business needs for each startup. The decision to award the voucher and the value of the voucher are at the sole discretion of HPE and Alpha3 Cloud. There will be no substitution, cash redemption or transfer of Vouchers, except in HPE's sole discretion. The Voucher may not be used for resale or distribution. Taxes and duties, if any, are winner's responsibility. Vouchers are limited to one (1) per company and any entries submitted after a participant has already received a Voucher will not be an eligible entry. Odds of receiving a Voucher depend on the total number of eligible entries received during the Program Period. Any Voucher details not specified herein will be determined by HPE in its sole discretion. HPE reserves the right to not fulfill your Voucher in the event that the Voucher is not certified in your country. Due to abuse, we cannot provide Vouchers to individuals who submitted their entry with Yahoo, Gmail™, Hotmail, and other email domains not registered to your company. Please contact HPE at [hpe.com/us/en/contact-hpe.html](https://hpe.com/us/en/contact-hpe.html) if you have any questions.
- Disqualification:** HPE reserves the right to disqualify any participant and any entries at any time or during any phase of the Program for any reason whatsoever at its sole discretion. Without limiting the foregoing, HPE reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Program or any website related to the Program; to be acting in violation of these Terms and Conditions; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any person participating in or connected with the Program. Any attempt by you to obtain more than the stated number of entries by using multiple or different identities, or any other prohibited methods will void your entry and you shall be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. HPE's server shall be the official time stamp for the purposes of determining the validity of any participation in the Program (where applicable).
- Release and Limitations of Liability:** By participating in this Program, to the maximum extent permitted by applicable laws, you release and discharge HPE from any and all liability resulting from late, lost, delayed, stolen, misdirected, unreadable, incorrect, inaccurate, garbled, unintelligible or postage due communications, including without limitation, entry and Program information, regardless of the method of transmission. By participating in the Program, you agree that HPE shall not be liable for, and, to the maximum extent permitted by applicable laws, you shall release and hold HPE, its affiliates, subsidiaries, licensees, officers, directors, agents, representatives, and employees (collectively, "Released Parties"), harmless from, any and all losses, injuries, claims, and/or causes of action arising out of participation in the Program, the content of any entries, and/or receipt or use of any Voucher. You waive the right to claim any attorneys' fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. You also agree that the Released Parties are not responsible or liable for any injury or damage to your or third person's computer and/or its contents, related to or resulting from any part of the Program.
- Third Parties:** For the purposes of this Program, HPE cannot guarantee the performance of any third party and to the extent permitted by applicable law shall not be liable for any act or default by a third party. All third-party trademarks are the property of their respective owners.



## Announcement letter

- 10. Privacy:** By participating in the Program and providing HPE with your personal data, you consent to the use of your data by HPE for purposes of conducting this Program in accordance with these Terms and Conditions and subject to HPE's Diversity Startup Privacy Notice, available at [hpe.com/us/en/about/diversity/startups.html](https://hpe.com/us/en/about/diversity/startups.html).
- 11. Governing Law:** The Terms and Conditions shall be governed by and construed under the laws of the State of New York without regard to conflict of laws principles. Any dispute under the Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of the State of New York. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and consent to the jurisdiction of the courts of the State of New York. You further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to the Terms and Conditions.

Explore HPE GreenLake 

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