



## **We are excited to announce the UCaaS Q4 “Reach the Beach” reward contest!\***

Mitel wants to show its appreciation to our partners who have been critical to Mitel’s UCaaS bookings growth in Q4 2019 by rewarding our top partners with a trip for two to Jamaica Q1 2020.\*\*

This incentive is open to retail Mitel UCaaS North American partners; subagents, direct/VARs and master agents, that are in good standing with regards to the Mitel Partner Program only. Distributors and service providers are not eligible to participate.

### **How it Works:**

- The top (10) ten eligible VAR’s and agent partners and the top (2) two master agents will be chosen at the end of Q4 ’19 (December 31<sup>st</sup>, 2019).
- Winners will be selected based on **UCaaS Total Contract Value for MiCloud Connect** products sales in Q4 ’19 (October 1, 2019 – December 31, 2019).
- A dashboard of the top (20) twenty partners will be kept and distributed to those partners on a weekly basis. Winners will be selected and notified via the UCaaS CAM team.

### **What you Win:**

- Location: Jamaica “Secrets Wild Orchid” Resort
- Roundtrip airfare for (1) one qualifier and (1) one guest to Montego Bay, Jamaica
- Roundtrip ground transportation to/from the airport
- Accommodations at the Wild Orchid for (4) four nights
- Breakfast, lunch, dinner, and beverages included daily

\*Reach the Beach Contest subject to the Mitel Q4 Reach the Beach Contest Terms & Conditions.

\*\* Trip currently scheduled for February 27, 2020 to March 2, 2020.

# The UCaaS Q4 Mitel Reach the Beach Contest

## Terms & Conditions

**Eligibility:** The Mitel UCaaS Q4 Reach the Beach Contest (the “Contest”) is subject to these Terms & Conditions and is open to all Mitel UCaaS Resellers in North America (“Resellers”) currently selling the Mitel MiCloud Connect product. Residents of Rhode Island are excluded from eligibility and Contest is void where prohibited. This incentive is limited to Resellers that are in good standing with the Mitel Partner Program only. Distributors and service providers are not eligible to participate.

**Sales Eligibility Period:** October 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2019.

**Rules to Participate:** A dashboard of the top twenty (20) partners will be kept and distributed to those partners on a weekly basis by the UCaaS CAM team. At the end of the Eligibility Period, the top ten (10) VARs and agents and the top two (2) master agents (collectively, the “Prize Recipients”) with the highest Total Contract Value for all Q4 sales of MiCloud Connect products (“TCV”) during the Eligibility Period will be eligible to receive a Prize as described below. Winners will be notified via email or phone within two (2) weeks following the close of the Eligibility Period (December 31, 2019). All decisions made by Mitel regarding the Contest shall be final and binding in all respects.

**Prize:** Prize Recipients will be winners of this Contest and will be eligible to participate in the 2019 Mitel Contest Trip to **Jamaica** (the “Prize”), which includes:

- 4 nights accommodation for one individual (1) qualifier and (1) guest at Jamaica “Secrets Wild Orchid” Resort
- Roundtrip airfare for the Prize Recipients to Montego Bay, Jamaica
- Roundtrip ground transportation to/from the airport to Secret’s Wild Orchid
- Breakfast, lunch, dinner, and beverages included daily
- (Prize currently scheduled for February 27, 2020 to March 2, 2020)

**Details and Terms & Conditions:** Mitel’s internal records and systems shall be conclusive and definitive for purposes of determining TCV and Contest winners, and Prizes will be awarded to Prize Recipients at Mitel’s sole discretion. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of each individual winner. Limit one (1) prize per Reseller. All Prize Recipients and any guests must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18) years of age). Each Prize Recipient and any guests agree to comply with all applicable rules and regulations in connection with the prize. Mitel will not be

responsible for weather conditions, acts of god, acts of terrorism, civil disturbances, work stoppage, natural disaster or any other issue outside of Mitel's control, including but not limited to issues which may cause the cancellation or postponement. Prize must be redeemed on dates specified by Mitel or prize will be forfeited. Prize Recipients and any guests are responsible for obtaining all required travel documents, including passports and visas (if applicable) prior to travel and must have no impediment to entering the Prize country. Prize Recipients and any guests must travel together on the same itinerary. Rhode Island businesses may not participate. The Contest is subject to all applicable federal, state, territory, provincial and local laws, rules and regulations. The Contest is a skill contest and may not be used for, or in connection with, any form of gambling.

Resellers participation in this Contest shall constitute Reseller's acceptance of these Terms & Conditions. In the event that the Mitel Partner does not agree with any terms or conditions of this Incentive program, Mitel Partner may not participate in this Incentive program. Mitel reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest or to modify these Terms & Condition. Mitel reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Contest shall be subject to additional terms and conditions, including but not limited to the Mitel LMS and the MiAccess Partner Portal or other additional terms and conditions likely to be issued by Mitel or its third-party vendors.

**Publicity Release:** Acceptance of a prize constitutes permission for Mitel to use Prize Recipient's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**Limitation of Liability:** Any participant Reseller and Prize Recipients hereby waive any right to damages for any act or omission taken or made by Mitel in relation to the Contest. Mitel makes no warranties, express or implied, relative to the use or enjoyment of any prize (or any portion thereof) including, without limitation, its quality, merchantability or fitness for a particular purpose. Each participant Reseller and Prize Recipients of the Contest agrees to indemnify, hold harmless and fully release Mitel from any and all claims, demands, losses, promises, causes of action and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part, by participation in, or preparation for, the Contest, Contest-related activity, or resulting from the acceptance, possession, quality, use or misuse of the Prize (or any portion thereof) including any travel or activity related thereto. Each participant Reseller eligible for this Contest and each Prize Recipients agrees that under no circumstance

will an individual be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; and that any and all disputes, claims, controversies or causes of action arising out of or relating to this Contest or any Prize awarded ("Claim") shall not be consolidated or joined with or in any proceeding involving a Claim of any other party.

**Questions & Winners Information:** For any questions regarding this Contest please contact Mitel UCaaS Account Manager (CAM). For the winners' names, mail a request and a self-addressed, stamped envelope to be received by December 31, 2019, to All Mitel Contest Winners List c/o Mitel, 1146 North Alma School Rd., Mesa, AZ 85201.

**Mitel:** For the purposes of this Contest, Mitel is Mitel Cloud Services, Inc., 1146 North Alma School Rd., Mesa, AZ 85201 ("Mitel").