



## FY25 H1 NZ 0% Finance

### Promotion Information

<b>Market(s)</b>	<b>ANZ</b> New Zealand
<b>Promo Code</b>	AZ_COM_SSKU_FY25Q1_3607
<b>Promotion Start Date (mm/dd/yy)</b>	7/1/2024
<b>Promotion End Date (mm/dd/yy)</b>	6/30/2025
<b>Promotion Type</b>	Single SKU
<b>Minimum Quantity</b>	25
<b>Maximum Quantity</b>	
<b>Partner Eligibility</b>	Authorized Device Distributors (ADDs) AND the Reseller must be an Authorized Surface Commercial Reseller (ADR) OR Surface Commercial Distributor Managed Partner (DMPs)
<b>Customer Eligibility</b>	Any commercial business, government, education or non-profit institution within the applicable Market(s) that is acquire Eligible Product(s) for use as an end user and not for distribution or resale. Excludes education and non-profit institutions / entities.

Microsoft reserves the right to modify, suspend or cancel the promotion at any time with notice.

### Pricing Program Eligibility

The following pricing programs are eligible for this Promotion.

<b>Deal Registration</b>
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## Terms and Condition

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The FY25 H1 NZ 0% Finance (“**Promotion**”) is governed by these Promotion Terms and Conditions (“**Terms and Conditions**”), which incorporate by reference the Microsoft Partner Network Agreement, including the Microsoft Channel Incentive Agreement (the “**MPN Agreement**”). Capitalized terms used but not defined in these Terms and Conditions have the meanings defined in the MPN Agreement.

Participation in this Promotion is voluntary, and the eligible Microsoft Surface Commercial Authorized Device Distributor (“**Company**”) participating in this Promotion retains sole discretion with respect to pricing.

By doing any of the following, Company accepts and agrees to comply with these Terms and Conditions: (i) chooses to participate in this Promotion and notifies Microsoft of the same; (ii) transacts under this Promotion; (iii) accepts funds under the Promotion; or (iv) otherwise participates in this Promotion.

### A. **Promotion Overview.**

The Promotion provides a per unit fixed value rebate, paid to Company in the form of a credit memo, on qualifying sales of Eligible SKUs as described in Section G below when sold to an eligible Customer as described in Section C below.

### B. **Promotion Period.**

The Promotion starts on 7/1/2024 (mm/dd/yy) and ends on 6/30/2025 (mm/dd/yy) (“**Promotion Period**”). Company’s invoice to Reseller for a qualifying sale must be issued within the Promotion Period and Company’s credit memo claim to Microsoft must be submitted within 60 days of Company’s invoice to Reseller. Microsoft may also consider claims in cases where Company’s invoice to Reseller for a qualifying sale is issued after the end of the Promotion Period, provided that Company’s invoice to Reseller was issued within 60 days of a Reseller PO, the Reseller’ PO was issued to Company during the Promotion Period, and Company’s credit memo claim to Microsoft is submitted within 60 days of Company’s invoice to Reseller.

### C. **Customer Eligibility Criteria**

For purposes of this Promotion, “Customer” means any legal entity (other than Company or its Affiliates) that is a commercial business, government, education or non-profit institution within the applicable Market(s) for this Promotion that acquires Eligible SKUs (as defined in Section G below) through their preferred Authorized Device Reseller (ADR) or Distribution Managed Partner (DMP) for use as an end user, and not for distribution or resale.

### D. **Company Eligibility Criteria.**

To be eligible to participate and receive rebates under this Promotion, Company must at all times during the Promotion Period meet the following eligibility requirements: (i) be a Surface Commercial Authorized Device Distributor with a current channel authorization for the Eligible SKUs in the Market(s) for this Promotion; and (ii) remain in compliance with the terms of Company's Microsoft Channel Partner Terms and Conditions for Distributors ("**Distribution Agreement**"), the MPN Agreement, and these Terms and Conditions. To the extent of any inconsistencies between Company's Distribution Agreement and these Terms and Conditions, these Terms and Conditions shall control.

**E. Through Commercial ADR and DMP Promotion Only.**

Company may only offer the Promotion on qualifying sales consisting of Eligible SKUs through Surface Commercial Authorized Device Resellers (ADRs) and Surface Commercial Distributor Managed Partners (DMPs) to Customers. Company may not offer the Promotion to retailers or any other reseller that is not an ADD, ADR or DMP.

**F. Sales Eligibility Criteria.**

For purpose of this Promotion, a "qualifying sale" is a sale of Eligible SKUs described in Section G below to a Customer in the Market(s) during the Promotion Period, and that meets all of the following requirements:

- Company's invoice to Reseller for the Eligible SKUs must be issued within the Promotion Period.
- A valid Customer is required for all credit memo requests. Microsoft has the right to deny any credit memo request that does not identify a valid Customer. Customer for the transaction must be different than Company, Affiliates of Company, and the ADR/DMP, and must be named at the time of transaction to ensure compliance with credit memo reporting.
- Company retains sole discretion to set prices for Eligible SKUs, but in order to receive the rebates under this Promotion, Company must apply the value of the rebates funded under this Promotion as a discount to the ADR/DMP at time of sale to ADR/DMP. In addition, Company just ensure that the value of such rebates are applied by ADR/DMP as a discount to Customer at the time of "qualifying sale".
- If applicable, the transaction must comply with the minimum and maximum quantity of units specific in Section G below. If there is a maximum quantity, then Company may only claim up to the maximum quantity for a given customer during the Promotion Period.
- Minimum Quantity: 25
- Maximum Quantity:
- Documentation requirements may change over time and will be communicated to Company by issuing an update to these Terms and Conditions.
- This Promotion is only available to customers who finance the eligible SKUs via an authorised financial organisation with an Australian or New Zealand credit licence.
- Microsoft is not involved in any financing or leasing arrangements with the customer ADD, ADR or DMP.
- The full discount must be passed on to the end customer. No margin may be held back by ADD, ADR or DMP.

**G. Eligible SKUs and Discounts.**

The Eligible SKUs and applicable per unit fixed value discounts are set forth in the table below.

Company must provide Microsoft with the Promo Code at time of order by the ADR/DMP and complete a credit memo claim as set forth in Section I below. The discounts set forth in the table below are incremental discounts to the published price for the Eligible SKU.

SKU Number	SKU Description	Net MSRP*	Discount in Purchase Currency	Local Currency	Min Unit	Max Unit	Effective Start Date (mm/dd/yy)	Effective End Date (mm/dd/yy)
8X8-00155	SrProKBw/SlimPenCM SC English AU/HK/IN/MY/NZ/SG Comm Black	486.91	97.38	New Zealand Dollar				
NRR-00447	MS Extended Hardware Service Plus Srfc Pro10/11 NZ 3Y from Purchase	199.13	39.83	New Zealand Dollar				
8X8-00178	SrProKBw/SlimPenCM SC English AU/HK/IN/MY/NZ/SG Comm Platinum	486.91	97.38	New Zealand Dollar				
X66-00012	SrPr10 Ultra5/32/256CM SC English AUSTL/NZ Comm Platinum	3,216.52	273.40	New Zealand Dollar				
NRR-00474	MS Extended Hardware Service Plus Srfc Laptop6/7 NZ 3Y from Prchse	199.13	39.83	New Zealand Dollar				
NRS-00447	MS Extended Hardware Service Plus Srfc Pro10/11 NZ 4Y from Purchase	303.48	60.70	New Zealand Dollar				
NRS-00474	MS Extended Hardware Service Plus Srfc Laptop6/7 NZ 4Y from Prchse	303.48	60.70	New Zealand Dollar				

XP7-00012	SrPr10 Ultra7/32/256CM SC English AUSTL/NZ Comm Platinum	3,564.35	302.97	New Zealand Dollar				
ZDT-00012	SrPr10 Ultra5/16/256CM SC English AUSTL/NZ Comm Platinum	2,694.78	229.06	New Zealand Dollar				
X93-00012	SrPr10 Ultra5/32/512CM SC English AUSTL/NZ Comm Platinum	3,564.35	302.97	New Zealand Dollar				
Y6B-00012	SrPr10 Ultra7/32/512CM SC English AUSTL/NZ Comm Platinum	3,912.17	332.53	New Zealand Dollar				
ZDV-00012	SrPr10 Ultra7/16/256CM SC English AUSTL/NZ Comm Platinum	3,042.61	258.62	New Zealand Dollar				
ZDU-00012	SrPr10 Ultra5/16/512CM SC English AUSTL/NZ Comm Platinum	2,868.70	243.84	New Zealand Dollar				
ZDU-00030	SrPr10 Ultra5/16/512CM SC English AUSTL/NZ Comm Black	2,868.70	243.84	New Zealand Dollar				
ZDT-00030	SrPr10 Ultra5/16/256CM SC English AUSTL/NZ Comm Black	2,694.78	229.06	New Zealand Dollar				
ZDW-00012	SrPr10 Ultra7/16/512CM SC English AUSTL/NZ Comm Platinum	3,216.52	273.40	New Zealand Dollar				

ZDV-00030	SrPr10 Ultra7/16/256CM SC English AUSTL/NZ Comm Black	3,042.61	258.62	New Zealand Dollar				
ZDW-00030	SrPr10 Ultra7/16/512CM SC English AUSTL/NZ Comm Black	3,216.52	273.40	New Zealand Dollar				
ZDX-00012	SrPr10 Ultra7/16/1TBCM SC English AUSTL/NZ Comm Platinum	3,564.35	302.97	New Zealand Dollar				
ZIQ-00041	SrLt6 13inUltra5/16/256CM SC English AUSTL/NZ Comm Platinum	2,694.78	229.06	New Zealand Dollar				
ZIQ-00016	SrLt6 13inUltra5/16/256CM SC English AUSTL/NZ Comm Black	2,694.78	229.06	New Zealand Dollar				
ZDY-00012	SrPr10 Ultra7/32/1TBCM SC English AUSTL/NZ Comm Platinum	4,260.00	362.10	New Zealand Dollar				
ZEA-00012	SrPr10 Ultra7/64/1TBCM SC English AUSTL/NZ Comm Platinum	4,955.65	421.23	New Zealand Dollar				
ZIS-00041	SrLt6 13inUltra5/32/256CM SC English AUSTL/NZ Comm Platinum	3,216.52	273.40	New Zealand Dollar				
ZIS-00016	SrLt6 13inUltra5/32/256CM SC English AUSTL/NZ Comm Black	3,216.52	273.40	New Zealand Dollar				

ZJT-00016	SrLt6 13inUltra5/32/512CM SC English AUSTL/NZ Comm Black	3,564.35	302.97	New Zealand Dollar				
ZJV-00016	SrLt6 13inUltra7/16/256CM SC English AUSTL/NZ Comm Black	3,042.61	258.62	New Zealand Dollar				
ZJW-00016	SrLt6 13inUltra7/16/512CM SC English AUSTL/NZ Comm Black	3,216.52	273.40	New Zealand Dollar				
ZJV-00041	SrLt6 13inUltra7/16/256CM SC English AUSTL/NZ Comm Platinum	3,042.61	258.62	New Zealand Dollar				
ZJT-00041	SrLt6 13inUltra5/32/512CM SC English AUSTL/NZ Comm Platinum	3,564.35	302.97	New Zealand Dollar				
ZJY-00016	SrLt6 13inUltra7/32/256CM SC English AUSTL/NZ Comm Black	3,564.35	302.97	New Zealand Dollar				
ZJW-00041	SrLt6 13inUltra7/16/512CM SC English AUSTL/NZ Comm Platinum	3,216.52	273.40	New Zealand Dollar				
ZJY-00041	SrLt6 13inUltra7/32/256CM SC English AUSTL/NZ Comm Platinum	3,564.35	302.97	New Zealand Dollar				
ZKB-00041	SrLt6 13inUltra7/32/1TBCM SC English AUSTL/NZ Comm Platinum	4,260.00	362.10	New Zealand Dollar				

ZJZ-00016	SrLt6 13inUltra7/32/512CM SC English AUSTL/NZ Comm Black	3,912.17	332.53	New Zealand Dollar				
ZKB-00016	SrLt6 13inUltra7/32/1TBCM SC English AUSTL/NZ Comm Black	4,260.00	362.10	New Zealand Dollar				
ZJZ-00041	SrLt6 13inUltra7/32/512CM SC English AUSTL/NZ Comm Platinum	3,912.17	332.53	New Zealand Dollar				
ZLG-00016	SrLt6 15inUltra5/16/256CM SC English AUSTL/NZ Comm Black	3,042.61	258.62	New Zealand Dollar				
ZKG-00016	SrLt6 13inUltra7/64/1TBCM SC English AUSTL/NZ Comm Black	4,955.65	421.23	New Zealand Dollar				
ZKG-00041	SrLt6 13inUltra7/64/1TBCM SC English AUSTL/NZ Comm Platinum	4,955.65	421.23	New Zealand Dollar				
ZLH-00041	SrLt6 15inUltra5/16/512CM SC English AUSTL/NZ Comm Platinum	3,216.52	273.40	New Zealand Dollar				
ZLH-00016	SrLt6 15inUltra5/16/512CM SC English AUSTL/NZ Comm Black	3,216.52	273.40	New Zealand Dollar				
ZLG-00041	SrLt6 15inUltra5/16/256CM SC English AUSTL/NZ Comm Platinum	3,042.61	258.62	New Zealand Dollar				



ZLP-00016	SrLt6 15inUltra7/16/256CM SC English AUSTL/NZ Comm Black	3,390.43	288.19	New Zealand Dollar				
ZLP-00041	SrLt6 15inUltra7/16/256CM SC English AUSTL/NZ Comm Platinum	3,390.43	288.19	New Zealand Dollar				
ZLQ-00016	SrLt6 15inUltra7/16/512CM SC English AUSTL/NZ Comm Black	3,564.35	302.97	New Zealand Dollar				
ZLT-00041	SrLt6 15inUltra7/32/512CM SC English AUSTL/NZ Comm Platinum	4,260.00	362.10	New Zealand Dollar				
ZLQ-00041	SrLt6 15inUltra7/16/512CM SC English AUSTL/NZ Comm Platinum	3,564.35	302.97	New Zealand Dollar				
ZLT-00016	SrLt6 15inUltra7/32/512CM SC English AUSTL/NZ Comm Black	4,260.00	362.10	New Zealand Dollar				
ZLW-00041	SrLt6 15inUltra7/64/1TBCM SC English AUSTL/NZ Comm Platinum	5,303.48	450.80	New Zealand Dollar				
ZLU-00041	SrLt6 15inUltra7/32/1TBCM SC English AUSTL/NZ Comm Platinum	4,607.83	391.67	New Zealand Dollar				
ZLU-00016	SrLt6 15inUltra7/32/1TBCM SC English AUSTL/NZ Comm Black	4,607.83	391.67	New Zealand Dollar				

ZLW-00016	SrLt6 15inUltra7/64/1TBCM SC English AUSTL/NZ Comm Black	5,303.48	450.80	New Zealand Dollar				
ZPX-00041	SrLt6 13inUltra5/16/512CM SC English AUSTL/NZ Comm Platinum	2,868.70	243.84	New Zealand Dollar				
ZPX-00016	SrLt6 13inUltra5/16/512CM SC English AUSTL/NZ Comm Black	2,868.70	243.84	New Zealand Dollar				

*\*Net MSRP show is the Net MSRP for the Eligible SKU as of the date this Promotion is first issued; Net MSRP is subject to change over time. Company's credit memo calculation is based on net MSRP at the date of Company submits its claim under Section I below. The most up-to-date Net MSRP can be found on Operations Readiness for your region.*

**H. Applicability of Pricing Programs.**

The Pricing Programs listed below can be combined with this Promotion. Please note that these Pricing Programs are calculated using a percentage-off of the net MSRP of each Eligible SKU listed in the table above.

<b>Deal Registration</b>
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**I. Reporting and Credit Memo Claims Process.**

Company's invoice to Reseller for a qualifying sale must be issued within the Promotion Period and Company's credit memo claim to Microsoft must be submitted within 60 days of Company's invoice to Reseller. Microsoft may also consider claims in cases where Company's invoice to Reseller for a qualifying sale is issued after the end of the Promotion Period, provided that Company's invoice to Reseller was issued within 60 days of a Reseller PO, the Reseller' PO was issued to Company during the Promotion Period, and Company's credit memo claim to Microsoft is submitted within 60 days of Company's invoice to Reseller. If Microsoft does not receive a valid credit memo request by this deadline, Microsoft will refuse the credit memo claim.

<b>Rebate Activity</b>	<b>Required Documentation/Reporting Format</b>
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<p>Company will transact per Customer using Promotion rebate as part of quote to ADR/DMP</p>	<ul style="list-style-type: none"> <li>• <b>ADR/DMP PO to Company</b> must be received within the Promotion Period.</li> <li>• <b>Company invoice to ADR/DMP</b> must be within the Promotion Period.</li> </ul>
<p>Once Company transacts, Company sends Microsoft a POS (proof of sales) report outlining the required information and supplying the Promo Code(s) for the Promotion</p>	<p>Company is required to report the information listed below using Microsoft’s standard claim submission template found here :  <a href="https://www.microsoftreadiness.com/en/document/2c33e082-1273-4aa8-aa9b-55585075eb19/related-downloads">https://www.microsoftreadiness.com/en/document/2c33e082-1273-4aa8-aa9b-55585075eb19/related-downloads</a>.</p> <ul style="list-style-type: none"> <li>• Invoice Date</li> <li>• Invoice # - Company to ADR/DMP</li> <li>• ADR/DMP Name</li> <li>• Customer</li> <li>• Customer Country</li> <li>• PO Date</li> <li>• PO # ADR/DMP to Company</li> <li>• Company Unique Case # (Optional)</li> <li>• *Case Number</li> <li>• *Deal Type</li> <li>• SKU</li> <li>• *Units Transacted This Period</li> </ul> <p>*When reporting returns, the “Units Transacted This Period” shall be reported as a negative numeric amount. The individual Promo Code(s) where discounts had been received by Company also should be listed clearly in separate lines.</p>
<p>Microsoft will receive and validate the information based on these Terms and Conditions</p>	<p>Required POS report need to be received from Company in full and by the deadline which is within 60 days of the Company’s invoice date to Reseller.</p>

Upon validation, Microsoft will issue the credit memo to Company	Credit Memo to Company can be expected within 45 days of a processable claim submitted to Microsoft.
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**J. Credit Memo Terms.**

Rebates will be paid to Company by Microsoft in the form of a credit memo. Any credit memo to Company provided under this Promotion is independent of any other Microsoft promotion, offer, pricing or incentive program.

Company must report any errors, issues, or disputes regarding the calculation of credit memos to Microsoft in writing within ninety (90) days of receipt of the validation email from Microsoft. If Microsoft has not received written notice from Company within this ninety (90)-day period, Company will be deemed to have accepted the calculation and credit. In the event Microsoft identifies any discrepancy, error or omissions, Microsoft reserves the right at any time to adjust payments to Company, or to require Company to re-pay to Microsoft any amounts paid to Company in error. In the event of any dispute arising from or in relation to a Promotion credit, the decision of Microsoft is final and binding.

**K. Returns.**

The terms and conditions governing the returns policy for this Promotion are the same as the terms and conditions governing standard units. Please reference your Distribution Agreement with Microsoft.

When submitting a credit memo claims in accordance with Section G above, Company is required to include any returns by ADR/DMP as part of the POS submitted to Microsoft if a Promo discount was applied by Company at time of original sell through.

The debit pricing discount on returns shall be calculated based on the current price points, or most recent pricing data if Discontinued Product.

**L. Verification and Compliance.**

- Company is responsible for following ADD MOQ policy.
- At a minimum, Company is required to maintain the following “proof documentation” for every transaction:
  - Purchase Order number received from ADR/DMP by end of Promotion Period.
  - Purchase Order number submitted to Microsoft by end of Promotion Period.
  - Delivery Confirmation including PO reference number and delivery date

- To ensure the integrity of the Promotion, Microsoft reserves the right to conduct random audits of the orders of Eligible SKUs to verify whether orders placed to Microsoft were backed by corresponding ADR/DMP orders. When requested, Company must provide Microsoft with all “proof documentation” (outlined above) for a given transaction. If such an audit is conducted before the delivery is complete, no delivery confirmation will be required. Company must provide proof documentation within 15 business days of request by Microsoft.
- In the event that Microsoft detects inconsistencies in Company’s proof documentation, Microsoft will contact Company to request additional information clarifying the transaction(s), and request proof that the respective units are either a) still in stock, or b) returned to Microsoft. If Company cannot provide proof that an order subject to this Promotion is an ADR/DMP order, Microsoft reserves the right to perform a full review of all of Company’s transactions subject to this Promotion.
- If Company fails to provide adequate proof of transaction for Eligible SKUs listed herein, or has otherwise breached these Terms and Conditions, Microsoft may:
  - Remove Company from the Devices program
  - Reject proclaims under this Promotion; and/or
  - Revoke any incentives related to sales that were not in compliance

#### **M. Taxes.**

The credit that Company receives as a result of this Promotion includes any applicable goods and services tax, value added tax, sales tax, gross receipts tax, or any other tax that is applicable as a result of Company’s performance and any associated payments. It is Company’s sole responsibility to pay all applicable taxes related to the payments it receives in accordance with Company’s Distribution Agreement.

#### **N. Privacy.**

The information submitted or received from Company when participating in this Promotion may include phone numbers, email addresses, ID number and other personal information of Company’s employees (“Personal Data”). Microsoft will only use Personal Data in accordance with applicable data protection laws and regulations and Microsoft’s Privacy Statement referred to below, for the purpose of administering Company’s participation in the Promotion. For more details on Microsoft’s Privacy Statement, please see: <http://privacy.microsoft.com/en-us/default.aspx>. If Personal Data of third parties (e.g., customers) is shared by Company, Company represents and warrants that it has the appropriate consent of the third party to do so. Microsoft will use any of this third-party data for the sole purpose of this Promotion.

#### **O. Limitation of Liability.**

To the maximum extent permitted by applicable law, in no event shall Microsoft or any of its affiliates be liable for any damages or losses whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence and for any other pecuniary or other loss whatsoever) arising out of or in any way

related to a party's participation in this Promotion, even if Microsoft has been advised of such damages, and even in the event of fault, tort (including negligence) or strict or product liability or misrepresentation. Unless there is an event giving rise to additional liability under applicable law, Microsoft's and its affiliates' liability is limited to the total amount payable to the party via a credit memo, arising out of the specific Promotion out of which the claim arose.

**P. Notices.**

Notice may be given by electronic or physical mail by either party. Microsoft may update, change, cancel, or terminate this Promotion or any portion of these terms and conditions by providing an updated letter to Company.