

Did You Know Promotion - Terms and Conditions

These three promotions are offered separately and, whilst they may all be claimed in conjunction with one another, they may not be used in conjunction with any other promotions offered by HDS.

Terms for 1 Extra Margin and Capital Bonds AMS2000 Promotion Only

1.0 Promotion Duration

The Promotion is valid until October 31st 2010. HDS reserves the right to announce the modification or discontinuance of this Program at any time.

2.0 Eligibility to Participate

2.1 The Promotion is offered to Hitachi TrueNorth™ Channel Program Partners by Ingram Micro, Bell Microproducts and Zycko Ltd (“the Distributors”) and is therefore only available for purchases placed via the Distributors.

2.2 To qualify for this Promotion TrueNorth™ Channel Program Partner must register on PartnerXchange. Proof of sale must be provided, and shall include full details of the user of the equipment. Registration and participation in this Promotion constitutes full and unconditional agreement to and acceptance of these Terms and Conditions.

2.3 Upon ceasing trading relationships with the Distributors and/or HDS, a TrueNorth™ Channel Program Partner's participation within the Promotion shall cease.

3.0 Eligible Products

3.1 This Promotion is open to the configurations stated in the Promotion documentation. However, HDS reserve the right to consider alternative configurations, but this will be at the discretion of HDS.

3.2 HDS will consider short-term try-buy requests in support of this Promotion.

4.0 Taxes

4.1 The Capital Bonds provided to Hitachi TrueNorth™ Channel Program Partners under this promotion are provided by the Distributors to the Hitachi TrueNorth™ Channel Program Partners organisation. These are NOT provided as a direct transaction between HDS or the Distributors to any employee of the Hitachi TrueNorth™ Channel Program Partners organisation. The Hitachi TrueNorth™ Channel Program Partners shall be solely responsible for any taxes, national insurance contributions, or other taxes that may be applicable and/or imposed as a result of their receiving Capital Bonds under this Promotion and passing these to any employee(s).

5.0 Termination and/or Changes to the Promotion

5.1 HDS reserves the right to audit, terminate, suspend, amend, modify, revoke or cancel this Promotion in whole or in part, for any reason at any time without prior notice.

5.2 HDS reserves the right to suspend, revoke or exclude a Hitachi TrueNorth™ Channel Program Partners from participating or continuing to participate in the Promotion if: (a) in its opinion, these Promotional Terms and Conditions have been breached; (b) in its opinion the Hitachi TrueNorth™ Channel Program Partners conduct is inconsistent with the object and intent of the Promotion;

6.0 General

6.1 Hitachi Data Systems makes no representations and disclaims any warranties, whether express or implied, or liability with regard to this Promotion;

6.2 Hitachi TrueNorth™ Channel Program Partners agree that by taking part in this Promotion, they consent to the use their company name (and where application, the name of any related employee) in the publicity or advertising deemed appropriate by HDS or the Distributors;

6.3 Any disputes, legal claims and causes of action arising out of or in connection with this Promotion will be resolved directly between the Hitachi TrueNorth™ Channel Program Partners and the relevant Distributor, in accordance with the terms of the relevant contract between such parties.

Terms for 2 Hitachi Data Systems Storage Buy-back Programme, and 3 AMS2000 family and HCAP300 Partner Reward Programme

2.0 Promotion Duration

These Promotions are valid until 31st October 2010. HDS reserves the right to announce the modification or discontinuance of either or both Programs at any time.

2.0 Eligibility to Participate

2.1 To qualify for either of these Promotions, TrueNorth™ Channel Program Partner must register on PartnerXchange. Proof of sale must be provided, and shall include full details of the user of the equipment. Registration and participation in this Promotion constitutes full and unconditional agreement to and acceptance of these Terms and Conditions.

2.2 Upon ceasing trading relationships with HDS, a TrueNorth™ Channel Program Partner's participation within the Promotion shall cease.

3.0 Eligible Products

3.1 These Promotions is open to the configurations stated in the Promotion documentation. However, HDS reserves the right to consider alternative configurations, but this will be at the discretion of HDS.

4.0 Taxes

4.1 The rewards provided to Hitachi TrueNorth™ Channel Program Partners under these Promotions are provided to the Hitachi TrueNorth™ Channel Program Partners organisation. These are NOT provided as a direct transaction between HDS and any employee of the Hitachi TrueNorth™ Channel Program Partners organisation. The Hitachi TrueNorth™ Channel Program Partners shall be solely responsible for any taxes, national insurance contributions, or other taxes that may be applicable and/or imposed as a result of their receiving rewards under these Promotions and passing these to any employee(s).

5.0 Termination and/or Changes to the Promotion

5.1 HDS reserves the right to audit, terminate, suspend, amend, modify, revoke or cancel these Promotions in whole or in part, for any reason at any time without prior notice.

5.2 HDS reserves the right to suspend, revoke or exclude a Hitachi TrueNorth™ Channel Program Partners from participating or continuing to participate in these Promotions if: (a) in its opinion, these Promotional Terms and Conditions have been breached; (b) in its opinion the Hitachi TrueNorth™ Channel Program Partners conduct is inconsistent with the object and intent of these Promotions;

6.0 General

6.1 Hitachi Data Systems makes no representations and disclaims any warranties, whether express or implied, or liability with regard to this Promotion;

6.2 Hitachi TrueNorth™ Channel Program Partners agree that by taking part in these Promotions, they consent to the use their company name (and where application, the name of any related employee) in the publicity or advertising deemed appropriate by HDS.

6.3 Any disputes, legal claims and causes of action arising out of or in connection with these Promotions will be resolved directly between the Hitachi TrueNorth™ Channel Program Partners, in accordance with the terms of the relevant contract between such parties.