
Tech Data 1 Percenters – Terms & Conditions.

I. General

- a) The **Tech Data One Percenters Program** (the “**Program**”) is jointly managed and conducted by Tech Data Australia New Zealand – ABN 77 107 656 833 of L3, 67 Epping Road, North Ryde, NSW, 2113 (“**Tech Data**”) and **IBM Australia New Zealand** and Partner’s participation in the Program shall be governed by these terms and conditions (the “**Terms**”).
- b) By participating in this Program, Partner hereby accepts these terms. Partner further confirms that its participation in the Program or acceptance of any awards and/or benefits therein do not violate any local laws, rules, regulations or the internal rules and regulations of their company. In furtherance to this, only partners who are eligible as per the contents of section II ‘Partner Eligibility’ shall qualify to participate in the Program.
- c) The Partner and their employees shall at all times comply with applicable anti-corruption laws (including the United States Foreign Corrupt Practices Act) and any other applicable law or regulation and shall not offer, pay, promise to pay or authorize the payment of money or any other thing of value to any person with the corrupt intent to influence such person in an effort to obtain or retain business.
- d) Nomination submissions shall be open from 03rd May, 2021 & Close 23rd July, 2021 (“**Nomination Period**”).
- e) Total Prize Pool is valued at \$30,000 AUD (the “**Prize**”). Prizes will be awarded within 28 days of notification to all winners and runners-up after the end of the Program. All prizes are not transferable or exchangeable. Please refer to section V ‘Prizes’ for further information.
- f) The Prize will be awarded by [George P Johnson](#) (‘GPJ’) and the Partner shall liaise with GPJ as further set out in section V ‘Prizes’. Tech Data shall have no liabilities in relation to the Prize beyond disbursing the Prize(s) to GPJ and the Partner shall not approach or hold Tech Data liable for any costs, losses, damages, complaints or grievances arising out of the Program.
- g) Winners may be liable to declare the prize for taxation purposes and will be liable for any tax payable in respect of a prize. Partners should seek independent financial advice in relation to any tax payable on any prizes and the potential impact on their business or personal financial situation prior to entering the Program.
- h) Tech Data offers no taxation advice and accepts no taxation liability to claimants or their employers arising from or in connection with promotions or any similar incentive, loyalty or reward programs.
- i) In addition to these Terms, this Program shall also be governed by Tech Data’s standard [Privacy, Terms & Conditions](#).
- j) Partner confirms that nominations shall not include any information considered confidential or proprietary to Partner or any other party.
- k) All submitted nominations are considered final. Without exception, nominations saved as draft or not submitted by 23rd July, 2021 at 5:00 PM AEST will not be judged.
- l) Improperly submitted or incomplete nominations will not be judged. “Placeholder” submissions are not allowed.
- m) All nominations must be submitted via the campaign portal https://info.techdatacloud.com.au/one_percenters

- n) Tech Data's decisions shall be final and binding. Tech Data reserves the right to modify or eliminate categories and the stated procedures and/or criteria in whole or in part at any time without notice.
- o) In the event that an Applicant's Entry is successful and they are chosen as a winner of a prize ("Winner"), the Winner grants to Tech Data the non-exclusive and perpetual right, but not obligation, to publicise and reproduce the Winner's business name and/or logos in connection with the development and/or publication of any marketing or promotional material relating to the Program at no cost.
- p) The Winner further agrees to fully co-operate with us by making senior representatives available for interviews, statements, filming, voice recordings and photographs which materials the Winner consents to us adapting, reproducing and publishing in printed, electronic and online/social media for internal and external promotional purposes in connection with the Program (including future years) without compensation to the Winner.
- q) The Winner unconditionally consents to any act or omission that would otherwise infringe any of their moral rights in the materials referenced above and agrees not to institute any claim or proceedings for infringement of their moral rights.
- r) To the maximum extent permitted by law, Tech Data expressly disclaims liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Program or the acceptance or use of any Prize. Partner indemnifies Tech Data against any liability, injury, loss or damage which may be suffered, incurred or sustained by any member arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Partner or its employees, agents or representatives by virtue of participation in the Program, or its use of the Prize, or breach of these Terms .
- s) Partner shall fully cooperate with all directions provided to them in regard to all COVID-19 safety measures put in place by Tech Data and its affiliates. If Partner or any of their representatives or employees refuses to comply, they will not be eligible to participate in this Program any further, and, subject to Tech Data's sole discretion and judgement, Tech Data may nominate another finalist in their place.
- t) The Partner hereby agrees to participate in one of the following options if requested by Tech Data, and confirms that there is no agreement in place which would prohibit the entry of the data (e.g., considered a trade secret or prohibited by a Nondisclosure Agreement - NDA).
 - a. Advertising
 - b. C-Level Executive Phone Call
 - c. Client Phone Call
 - d. Client Visit
 - e. External Presentation Slide
 - f. Reference in Proposal
 - g. Speaker at Event
 - h. Success Story/Case Study
 - i. Talk to Broadcast Media (TV/Radio)
 - j. Talk to Consultant/Analyst
 - k. Talk to Press (Press Article/Press Release)
 - l. Video Testimonial, Podcast or Webinar
 - m. White Paper/Thought Leadership
 - n. Participate in Tech Data Survey
 - o. Participate in Social Media Activities

- p. Application Brief
- q. News/Magazine Articles
- u) Partner confirms that no personally identifiable information for clients may be entered into the database to ensure compliance with data privacy regulations and laws.
- v) If you have questions or require additional information, please contact: james.bright@techdata.com

II. Eligibility

All Partners (“**Applicant**”) shall adhere to the following in order to be eligible for participation in the program (“**Eligible Applicant**”):

- a) Business Partners submitting an entry must have a current trading account with Tech Data.
- b) All IBM Business Partners who are members of the IBM PartnerWorld Program - Registered, Silver, Gold or Platinum - are eligible to participate.
- c) Solution nomination submissions must include 1 or more [IBM Cloud Products](#).
- d) Partners must have an IBM Cloud Account – [CLICK HERE](#) for more information and to register.
- e) IBM & Tech Data reserves the right to decline any nomination or rescind any award for any Business Partner that does not remain in good standing with their IBM PartnerWorld or IBM & Tech Data Business Partner agreements.
- f) Only 1 Solution nomination submission can be entered PER Business Partner Organisation.
- g) Tech Data and IBM reserve the right to disqualify an entry and/or withhold a grant if they form the reasonable opinion at any point in time that:
 - i. The Applicant is not an Eligible Applicant;
 - ii. The information the Applicant has provided is deficient, false or misleading;
 - iii. The Applicant (or its representative) is unable to attend TEDxSydney in person;
 - iv. The Applicant or any of its principals are involved in conduct which may harm the Westpac Group or its reputation.

III. Entry Process

- a) To enter the Program, an Eligible Applicant must, during the Application Period:
 - i. Visit https://info.techdatacloud.com.au/one_percenters (The Tech Data One Percenters Site)
 - ii. Complete the online application in full, including accepting these Terms;
 - iii. Complete in full the form fields outlined on the page; and
 - iv. submit the Entry (the “**Entry**”).
- b) Once submitted, Entries cannot be amended or supplemented.
- c) Tech Data and IBM acknowledge that an Entry may contain confidential information. We will ensure that only our selection group (comprised of both select Tech Data, IBM and selected external agencies staff) will be authorised to view the content of an Entry.

IV. Judging & Scoring Criteria.

The judging process will consist of two stages executed by two different teams:

a) **SHORT LIST**

The initial top 5 shortlisting, conducted by XXX (GPJ recommends including one neutral party not affiliated to IBM or Tech Data) between the entry close dates of Monday 31st May and Friday 4th June.

b) **FINALISTS ANNOUNCED**

Finalists will be advised week commencing Monday 7th June with a public announcement made Thursday 10th June ahead of the long weekend.

c) **FINALISTS FILMING**

The top 5 will compete for their chance to win the grand prize and become the first 'Tech Data One Percenter'. With a live studio audience and the judging panel in the front row the top 5 will have 90 seconds to present their idea covering off as many of the key elements as possible convincing the panel to choose them

KEY CRITERIA	COMMERCIAL VIABILITY	TECHNICAL VIABILITY	PRODUCT INTEGRATION	OUT-OF-THE-BOX THINKING
Summary	Solution focuses on solving a business problem. Demonstrating an understanding of their business, the audience and the insights that drive business strategy. The solution has a commercial benefit to the market and a strong revenue opportunity.	Proof your solution works. Can demonstrate solution is technically viable in the form of a working model, production feasibility, production process or performance measurement.	Solution integrates products from the IBM Software portfolio with Business Partner-developed solution capabilities that are delivered on premises and/or on the cloud. Consideration and preference will be given for solutions that demonstrate a high degree of cross - brand IBM offerings and/or integrate two or more IBM Cloud, IBM Data & AI, IBM Security, IBM Integration, Blockchain, and or Watson solutions.	Solution is unique and has its own identity. How will it revolutionise the current landscape or market?
Poor: <5	POOR: Struggles to clearly articulate the commercial viability of the solution.	POOR: Struggles to clearly articulate the technical viability.	POOR: Can't articulate how the solution incorporates the IBM Cloud Solutions portfolio.	POOR: Struggles to articulate the solution (idea) and what it is intended to do/how it works. Too hard to grasp.
Good: 5 to 8	GOOD: Clearly identifies a the business problem that is being solved (market gap or customer need), and can clearly articulate how the solution can address it.	GOOD: Clearly articulates the technical viability of the solution by providing at minimum one form of evidence such as a working model, production feasibility, production process or performance measurement.	GOOD: Clearly identifies the integrated IBM Cloud Solutions products. Incorporates one or more product or service.	GOOD: Articulates the innovative approach/solution (i.e. an idea that is creative, different or even unexpected), and how it delivers against the need. It is unique, practical and "plausible".

Great: 9 to 10	<p>GREAT:</p> <p>ALSO demonstrates an understanding of their audience (include a customer insight), provide a view on competition (point of difference), or brings robust market size stats that shows how big this opportunity could be.</p>	<p>GREAT:</p> <p>ALSO discusses the production process supported by accurate timelines and technical objectives.</p>	<p>GREAT:</p> <p>ALSO demonstrates high degree of cross-brand IBM Cloud Solutions offerings and/or integrates two or more products covering data, containers, AI, IoT and Blockchain.</p>	<p>GREAT:</p> <p>ALSO calls out how it is different to competitors or is the solution in a new category of its own (market disruption). e.g. It is a game changer? Revolutionising the Market?</p>
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V. Prizes

- a) At the completion of the “One Percenters” Pre-recorded studio event in Sydney, the judges will announce the Major Prize Winner at the conclusion of the event.
- b) Major Prize: Marketing support from [George P Johnson](#) (GPJ) to the value of \$27,500 AUD, which includes:

- Raising Your Profile. (\$5K AUD). GPJ will help you promote your solution in relevant industry publications and websites. This includes an interview with the winners and the write-up of the story.
- Creative Toolkit. (\$15K AUD). GPJ will create a suite of creative assets including copy and visuals to help tell your story on social media. This includes a video case study of your solution, an email, and social posts.
- Lead Generation (\$7.5K AUD). Tech Data will also partner you with a leading tele/digital lead nurture agency to help you start creating leads for your winning solution.

- c) Spot Prize pool to the total value of \$2,500 awarded to The first 10 partners to submit an approved solution via https://info.techdatacloud.com.au/one_percenters, will get to choose from one (1) of the following prizes:

- Google nest audio
- Fitbit inspire 2
- Nespresso Mini
- Yamaha True Wireless Earphones
- Lego technic app Controlled car