

## **Teradata Peer Advantage Terms & Conditions**

### **Acknowledgment and Acceptance**

By participating in Teradata Peer Advantage, you agree to the terms, conditions, policies and procedures of the program. As the member representative, you are responsible for remaining knowledgeable about the program's terms and conditions. Members will bear all of their costs of participating in the program.

You understand and acknowledge that Teradata reserves the right to change or terminate the Teradata Peer Advantage program at any time, with or without prior written notice.

All offers are void where prohibited by law.

Teradata reserves the right to disqualify a member who violates these terms and conditions.

### **Eligibility**

Membership is open to companies that are Teradata customers. It is a pre-condition to enrolling and participating that Member is responsible for validating that its company policies do not restrict/prohibit participation in this program and the receipt of program rewards. Teradata accepts member participation in the program on that basis.

Generally, a company may have only one Peer Advantage membership. The membership will be administered through one account contact known as the Primary Peer. Employees other than the Primary Peer may participate to earn points for the member company. When Teradata and the customer agree, additional Peer Advantage accounts may be created within a member company. One Primary Peer may donate points only to another Primary Peer within the same company.

Teradata employees are not eligible to participate in this program. Government accounts are eligible to participate only if permitted by applicable law.

### **Program Points**

The program currency is Teradata Peer Advantage points. The points accrue to the sole benefit of the member company and may not be transferred or assigned to any other individual, trust, estate, business or association.

Teradata Peer Advantage Points do not constitute property of the member company, have no fixed value, are not transferable and may not be redeemed for cash.

The member earns Teradata Peer Advantage points for completing specific Teradata reference and marketing activities. The Teradata Peer Advantage team will offer members opportunities to earn points. Requested activities may be accepted or declined at your discretion. The Primary Peer is responsible for coordinating the availability of company resources and personnel related to an accepted activity.

Points are awarded when the requested activity is completed by an employee of the member company and confirmed by a member of the Peer Advantage team. You may

notify the Peer Advantage team of a completed activity by sending an e-mail to [peer.advantage@teradata.com](mailto:peer.advantage@teradata.com).

Teradata must be notified of any Peer Advantage account discrepancies within three months of the date on which the claimed points were earned. After three months, the points in dispute will be forfeited.

All questions or disputes regarding eligibility of points for Teradata Peer Advantage or the eligibility of points for accrual, conversion or redemption will be resolved by Teradata at its sole discretion.

Teradata Peer Advantage Points may also be awarded for special offers, promotions or activities advertised on the Teradata Peer Advantage web site, [www.peeradvantage.com](http://www.peeradvantage.com) or when offered by a member of the Peer Advantage team at the time of a request.

### **Rewards**

You can redeem Teradata Peer Advantage points for membership rewards (valued in U.S. dollars) by visiting the Rewards Center on the members-only web site [www.peeradvantage.com](http://www.peeradvantage.com).

Only the Primary Peer can redeem Teradata Peer Advantage points on behalf of the member company. Only members in good standing will be eligible for Teradata Peer Advantage rewards.

Rewards may be added, deleted or modified during the life of the program. Rewards are subject to availability and/or conditions or restrictions specified by the providing company, sponsor or promoter.

Upon redemption of a reward, Teradata Peer Advantage points will be deducted from your Peer Advantage account.

The sale or barter of any reward or benefit other than by Teradata is prohibited.

Teradata's liability under this program shall be limited to the approximate value of the award chosen.

### **Limitations**

A company must have a Primary Peer to be a member.

Members who do not participate in the program for 24 consecutive months will be considered inactive and membership will cease without notice. Members may reactivate their membership by enrolling online at [www.peeradvantage.com](http://www.peeradvantage.com).

The determination of tax liability for any federal, state or local taxes, as may be applicable, arising out of the accrual or conversion of points, shall be the sole responsibility of the member. Regarding the Teradata Cares Charitable Contribution Reward, Teradata will be eligible for the tax credit associated with this donation since they will be making the cash donation selected by your company.

The selected charities listed in this program are well-known global, non-political charities. To the best of our knowledge, no Teradata personnel who have influence over the selection of those charities stands to benefit personally from them. Peer Advantage members who redeem charitable rewards should not select a charity from which they stand to benefit personally. Charitable contributions are limited to \$5,000 USD annual aggregate cap per customer (or USD \$2,000 for any government/state-owned members).

Teradata Peer Advantage points expire 24 months after they were earned. In addition, the Peer Advantage web site, [www.peeradvantage.com](http://www.peeradvantage.com) will highlight any points scheduled to expire.

### **Miscellaneous**

Teradata shall have a perpetual, worldwide, fully paid up right to copy, display and distribute materials generated as a result of marketing activities. Teradata may not modify materials without consent of member company except that Teradata may accurately summarize, edit, quote, excerpt or otherwise reuse such materials.

Your company will provide reasonable assistance to Teradata in obtaining any permissions that Teradata might need to exercise the above rights.

The parties will attempt in good faith to resolve any controversy or claim related to the Peer Advantage program by negotiation or mediation. If they are unable to do so, and regardless of the causes of action alleged, the claim, whether arising under this Agreement or otherwise, will be resolved by arbitration before a sole arbitrator in San Diego, California, pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal substantive and procedural law of arbitration. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof, but may include only damages consistent with the limitations in this Agreement. Each party will bear its own attorney's fees and costs related to the arbitration. The obligations to negotiate, mediate and arbitrate shall not apply to claims for misuse or infringement of a party's intellectual property rights. Any claim or action must be brought within two years after the cause of action accrues. This agreement is governed by the laws of the State of New York.

IN NO EVENT WILL TERADATA BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES. TERADATA'S LIABILITY UNDER THIS PROGRAM IS LIMITED TO THE VALUE OF THE ACCRUED POINTS.

Teradata is a registered trademark of Teradata Corporation in the United States and other countries.