

# Campaign Terms and Conditions

LC001639 – Sky's the Limit: Dynamics 365 CE UP! -- Indirect  
**Terms and Conditions**

## Campaign Summary

Starting July 1, 2021 and ending December 31, 2021, *Sky's the Limit: Dynamics 365 CE UP!* is a campaign designed to drive incremental Qualified Customer Adds (QCA) via select Cloud Solution Provider (CSP) Indirect Bill Partners. Eligible Participants can earn rewards for each QCA that exceeds their target during the campaign.

If you haven't enrolled in the Campaigns Incentive Program in Partner Center, please expect to receive an enrollment invitation email. If you have previously enrolled in a Campaigns Incentive Program in Partner Center, your enrollment obligation is complete; there is no need to re-enroll for each Campaign Incentive Program. For more information on enrollment, visit the Incentives page on the [Partner Website](#).

## Campaign Program Terms & Conditions

This Campaign Program is governed by (a) the terms and conditions in the [Campaign Program Guide](#) and (b) the terms and conditions set forth in this email below (the "Additional Campaign Terms and Conditions"). In the event of any conflict or inconsistency between the terms of the Additional Campaign Terms and Conditions and the Campaign Program Guide, these Additional Campaign Terms and Conditions will control. Except as expressly set forth in the Additional Campaign Terms and Conditions, terms defined in the Campaign Program Guide will have the same meanings when used in the Additional Campaign Terms and Conditions.

**By participating in the Campaign Program, submitting information to Microsoft in connection with the Campaign Program, or accepting any Incentive Payments from Microsoft as a result of the Campaign Program, Participant agrees to and accepts the terms and conditions in the Campaign Program Guide and the Additional Campaign Terms and Conditions.**

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## Effective Date and End Date

This Campaign starts on July 1, 2021 and ends on December 31, 2021.

## Eligibility

To be eligible to earn for this Campaign Program, the Participant must satisfy all the requirements defined in the [Campaign Program Guide](#) and the additional criteria included below:

- Participant must be a FY22, United States, Microsoft-managed partner.
- Participant must be a commercial CSP Indirect Provider.
- Participant must have greater than \$400,000 billed revenue of eligible products in the trailing 12-month as of July 1, 2021.
- Only transactions associated with Participant's CSP Indirect Provider agreement will be considered for all campaign calculations.

## Customer Segment

All segments will be included except Federal Government, State and Local Government, Education, and Nonprofit. All transactions with License Agreement Type equivalent to "Charity" or End Customer Type equivalent to "Cloud Reseller Charity" are ineligible for this campaign.

## Eligibility: Program Specific SKUs

Performance, baselines, targets, and payouts will be calculated only on and in consideration of the following SKUs (Rev Sum Category): Dynamics 365 Sales Pro, Sales Enterprise, Customer Service Pro, Customer Service Enterprise.

## Rewards Criteria: Payout Target

*Sky's the Limit: Dynamics 365 CE UP!* Rewards for incremental performance against a Payout Target. A Participants' Payout Target will be calculated as follows:

Participant's **Baseline** \* **Growth %** (segment-wide 5% increase) = **Payout Target**

For example, a partner with a program baseline of 100 QCA would earn on the 106<sup>th</sup> QCA and above. Standard rounding applied where appropriate on discrete numbers.

## Baseline: Qualified Customer Adds (QCAs)

A baseline allows for campaigns such as *Sky's the Limit: Dynamics 365 CE UP!* to pay partners on *incremental performance*, and as such, Microsoft calculates the expected performance

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(baseline) for each Participant going into FY22. For baseline calculations, a QCA is defined as follows:

- In FY20, a transacting customer's TPID, for eligible products, never rose above \$0 billed revenue in a single month.
- In FY21, the same transacting customer TPID rose above or equal to \$245 billed revenue in a single month for eligible products, at least once.
- In FY21, the same transacting customer TPID was above or equal to \$245 billed revenue in May 2021.

Each Participant's FY21 eligible QCA was summed and forecasted in conjunction with US CSP Dynamics CE growth expectations for FY22. Each Participant's forecasted 12-month QCA figure for FY22 was then halved for use as the six-month campaign baseline.

### Campaign: QCAs

For campaign performance, a QCA will follow similar logic, defined as:

- In FY21, a transacting customer's TPID, for eligible products, never rose above \$0 billed revenue in a single month.
- During the campaign duration, the same transacting customer TPID rose above or equal to \$245 billed revenue in a single month for eligible products, at least once.
- At campaign end (December 2021), the same transacting customer TPID will be above or equal to \$245 billed revenue.

### Incentive Payout

Every eligible QCA above a Participants' Payout Target earns \$1,500 in this campaign.

To be eligible, the Customer TPID must be paid and active through December 31, 2021. Adds are based on seat Provision Date, not Subscription Bill Date.

For an eligible transaction to be included in the incentive calculation, it must have been recorded in the Microsoft internal sales tools during the campaign duration.

Participant's eligibility is determined at the Location MPN ID level. For clarity, where an eligible Participant has multiple TPIDs, the associated revenue/seats (campaign owner to define) will be aggregated prior to performing the incentive calculation.

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## Payment

Eligible Participants who earned incentive will be paid by wire transfer within 60 days of the conclusion of the relevant program term, December 31, 2021.

For more information regarding payments refer to the [Campaign Program Guide](#).

For payment-related questions contact [erebates@microsoft.com](mailto:erebates@microsoft.com).

## Performance Thresholds

Maximum program payout for Participant: \$200,000

## Mergers & Acquisitions

Any QCAs resulting from a merger or acquisition between a Participant and any other Microsoft Partner that occurs during the campaign period of July 1, 2021 through December 31, 2021 will be added to the baseline calculation of the acquiring Participant, upon which targets will be reestablished inclusively.

## POE Activities/Documentation

During the Term of this Campaign Program, Participant will perform the following POE activities ("**POE Activities**"): N/A

## Contact

For questions regarding this campaign, please contact [stlpromo@microsoft.com](mailto:stlpromo@microsoft.com).

## Definitions

When used herein, and in addition to terms defined elsewhere in the Additional Campaign Terms and Conditions, the following terms have the following meanings:

**"Affiliate"** means any legal entity that owns, is owned by, or that is under common ownership with Participant or Microsoft. Ownership means control of more than a 50% interest.

**"Customer"** means any legal entity (other than Participant or its Affiliate(s)) within the Territory that acquires Licensed Offerings for use as an end user, and not for distribution or resale.

**"CSP"** means Cloud Solution Provider; a Microsoft program that provides a platform for Microsoft partners to own the end-to-end customer engagement by enabling them to directly provision, bill, and support Microsoft Cloud Services for their customers.

**"Distributor"** means a distributor who is authorised by Microsoft to sell Eligible Products pursuant to a Microsoft channel agreement.

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**"IP"** means Indirect Provider; a Microsoft partner that is licensed to sell Microsoft products and services through the CSP indirect channel. They support indirect resellers in growing CSP revenue and selling strategic products.

**"Licensed Offerings"** means Licensed Software, Hardware, Services, Documentation Components and Software Assurance collectively.

**"Microsoft"** means the applicable Microsoft entity determined in accordance with the MPN Agreement.

**"Program"** is used interchangeably with campaign and is intended to mean the same thing.

**"Reseller"** means an entity (other than Participant's Affiliate(s)) within the Territory that purchases Licensed Offerings for resale directly to Customers.

**"Territory"** means the geographic area in which Participant is authorized by Microsoft to distribute the Eligible Products during the term of the campaign.

**"TPID"** means Top Parent Identifiers; codes used by Microsoft Sales to identify customers, resellers or other organizations at the subsidiary or corporate headquarters organizational level.

**"QCA"** is a Qualified Customer Add, defined above under Qualified Customer Adds (QCAs).