

SCANSOURCE 2018 BEYOND EXPECTATIONS MITEL RESELLER PROMOTION
OFFICIAL RULES

The ScanSource 2018 Beyond Expectations Mitel Reseller Promotion (the “Promotion”) is sponsored by ScanSource, Inc. (“ScanSource” or “Sponsor”) and consists of three (3) “Quarterly Sweepstakes,” with three (3) Quarterly Sweepstakes drawings (“Quarterly Drawings”).

The Promotion is open only to “Resellers,” which for purposes of these Official Rules, are defined to mean individuals who are legal residents of, and business entities that are domiciled in, the 50 United States and the District of Columbia and Canada (except the Province of Quebec), which at the time of entry are: (1) registered resellers, integrators or service providers of ScanSource in good financial standing with ScanSource; (2) “Heritage ShoreTel Reseller Partners” and “Legacy Mitel Reseller Partners” (defined as resellers, *other than Toshiba resellers*, registered with ScanSource as ShoreTel Reseller Partners and as Mitel Reseller Partners, prior to April 1, 2018, and as otherwise defined by ScanSource in its sole and absolute discretion); and (3) 21 years of age or older (if an individual). Direct Marketers (“DMARs”), “e-tailers,” Distributors, Manufacturers and other competitors of ScanSource, as those terms are defined or interpreted by ScanSource in its sole discretion, are not eligible to participate in the Promotion.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE DOES NOT ENHANCE YOUR CHANCE OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS, THE PROVINCE OF QUEBEC, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION PERIOD; QUARTERS; QUARTERLY PERIODS.

(A) Promotion Period. The Promotion begins April 1, 2018 and ends December 31, 2018 at 11:59:59 p.m. (Eastern Time) (the “Promotion Period”). For purposes of the Promotion, a “day” begins at 12:00:01 a.m. (Eastern Time) and ends at 11:59:59 p.m. (Eastern Time). Sponsor’s clock is the official time-keeping device for this Promotion.

(B) Quarters; Quarterly Periods. The Promotion Period includes three (3) “Quarters,” the second calendar quarter of 2018 (“Q-2”); the third calendar quarter of 2018 (“Q-3”); and the fourth calendar quarter of 2018 (“Q-4”).

The Promotion Period is divided into three (3) separate Quarterly periods (“Quarterly Periods”): (1) April 1, 2018 – June 30, 2018 (the “Q-2 Quarterly Period”); (2) July 1, 2018 – September 30, 2018 (the “Q-3 Quarterly Period”); and (3) October 1, 2018 – December 31, 2018 (the “Q-4 Quarterly Period”).

2. PRODUCTS AND QUARTERLY PURCHASE GOALS.

(A) Products. For purposes of the Promotion, “Products” are defined as *Heritage ShoreTel and Legacy Mitel on-site* (and on-premise) hardware, software, and service products.

(B) Quarterly Purchase Goals. Also for purposes of the Promotion, each Reseller will be assigned a “Quarterly Purchase Goal” which (1) for Q-2, is the dollar amount equal to the Reseller’s total purchases of Products from ScanSource in the second calendar quarter of 2017 (April 1, 2017 – June 30, 2017), plus 10% (the “Q-2 Purchase Goal”); (2) for Q-3, is the dollar amount equal to the Reseller’s total purchases of Products from ScanSource in the third calendar quarter of 2017 (July 1, 2017 – September 30, 2017), plus 10% (the “Q-3 Purchase Goal”), and (3) for Q-4, is the dollar amount equal to the Reseller’s total purchases of Products from ScanSource in the fourth calendar quarter of 2017 (October 1, 2017 – December 31, 2017), plus 10% (the “Q-4 Purchase Goal”).

In the event that a particular Reseller did not have at least \$125,000 in Products from ScanSource in an applicable calendar quarter of 2017, such Reseller’s Quarterly Purchase Goal for that quarter’s

corresponding Quarter in 2018 shall be set at the higher of: (i) \$125,000; or (ii) the Reseller's purchases of Products directly from Mitel plus 10%, in the applicable calendar quarter of 2017.

3. QUARTERLY SWEEPSTAKES ENTRIES; QUARTERLY DRAWINGS/ODDS.

(A) How to Enter the Quarterly Sweepstakes. A separate Quarterly Sweepstakes runs during each Quarterly Period. Eligible Resellers may enter and receive one (1) Quarterly Sweepstakes entry in each Quarterly Drawing the following ways:

(1) Automatic Entries. Each Quarterly Period, a Reseller may enter and receive one (1) Quarterly Sweepstakes entry in that particular Quarter's Quarterly Drawing if the Reseller purchases (100% or more of) the Reseller's Quarterly Purchase Goal of Products from ScanSource during the applicable Quarterly Period.

(2) Mail-In Entries. A Reseller may also enter and receive one (1) Quarterly Sweepstakes entry in that particular Quarter's Quarterly Drawing without purchasing Products (and without meeting the Reseller's Quarterly Purchase Goal) by hand-printing the Reseller's name, address, city, state, zip, email, and phone number, and the words "ScanSource 2018 Beyond Expectations Mitel Reseller Promotion Sweepstakes Entries" with the applicable Quarter for which the entry is intended (either "Q-2," "Q-3," or "Q-4") on a 3"x 5" card, and mailing the card in a stamped envelope to: ScanSource 2018 Beyond Expectations Mitel Reseller Promotion Sweepstakes Entries, ScanSource, Inc., 6 Logue Court, Greenville, SC 29615 (USA). A Reseller will receive one (1) entry in the designated Quarter's Quarterly Drawing for a mail-in card that specifies such Quarter and that is submitted during such Quarter's Quarterly Period. ***Only one (1) mail-in Quarterly Sweepstakes entry per stamped envelope will be accepted.***

In order to be entered in a particular Quarterly Drawing (other than the Q-3 Drawing), a Quarterly Sweepstakes mail-in entry must be postmarked by the last day of that Quarter's Quarterly Period, and be received by Sponsor within seven (7) days from the last day of that Quarter's Quarterly Period. In order to be entered in the Q-3 Quarterly Drawing, a Quarterly Sweepstakes mail-in entry must be postmarked by October 1, 2018, and be received by Sponsor by October 8, 2018.

(B) Limitations. ***Limit one (1) Quarterly Sweepstakes entry per Reseller per each Quarterly Period, regardless of method of entry.*** Non-winning Quarterly Sweepstakes entries will not carry over from one Quarterly Drawing to the next.

(C) Quarterly Drawings; Odds. Sponsor will hold a Quarterly Drawing for each Quarterly Sweepstakes: (1) the Q-2 Quarterly Drawing, held on or about July 9, 2018 (the "Q-2 Drawing"); (2) the Q-3 Quarterly Drawing, held on or about October 9, 2018 (the "Q-3 Drawing"); and (3) the Q-4 Quarterly Drawing, held on or about January 9, 2019 (the "Q-4 Drawing").

Sponsor will randomly select the winners of the Quarterly Sweepstakes Prizes (described below) in each Quarterly Drawing from among all eligible Quarterly Sweepstakes entries received for such Quarterly Drawing. Each Quarterly Drawing will be held in Greenville, South Carolina (USA). Odds of winning a particular Quarter's Quarterly Drawing depends on the number of eligible entries received in that particular Quarter's Quarterly Drawing.

5. ELIGIBILITY AND GENERAL ENTRY MATTERS.

(A) Eligibility. The Promotion is open only to "Resellers," which for purposes of these Official Rules, are defined to mean individuals who are legal residents of, and business entities that are domiciled in, the 50 United States and the District of Columbia and Canada (except the Province of Quebec), which at the time of entry are: (1) registered resellers, integrators or service providers of ScanSource in good financial standing with ScanSource; (2) "Heritage ShoreTel Reseller Partners" and "Legacy Mitel Reseller Partners" (defined as resellers, other than Toshiba resellers, registered with ScanSource as ShoreTel Reseller Partners and as Mitel Reseller Partners, prior to April 1, 2018, and as otherwise defined by ScanSource in its sole and absolute discretion); and (3) 21 years of age or older (if an individual Reseller).

Direct Marketers (“DMARs”), “e-tailers,” Distributors, Manufacturers and other competitors of ScanSource, as those terms are defined or interpreted by ScanSource in its sole discretion, are not eligible to participate in the Promotion. Officers, directors, and employees of Sponsor, Mitel, and their parents, subsidiaries, and other affiliated companies, agents, and advertising and promotional agencies, and their immediate family members (defined as parents, spouse, children, siblings, grandparents) and those with whom they are domiciled, are NOT eligible to enter or win.

(B) General Entry Matters. No copies or mechanical reproductions of mail-in Sweepstakes entries will be accepted. Any illegible, unintelligible, incomplete, postage-due, or garbled entries are not permitted and will be disqualified and any entries not in conformance with these Official Rules will be disqualified. Neither Sponsor nor any of its employees, representatives or agencies, is responsible for lost, postage-due, late, damaged, delayed, destroyed, misdirected, incomplete, or illegible entries. Once submitted, entries become the exclusive property of Sponsor and will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering, entrants give their express permission to be contacted by Sponsor by mail, email, facsimile and telephone. Any personal information collected in connection with this Promotion will be used in accordance with Sponsor’s privacy policy.

By entering, participants agree to be bound by these Official Rules and by the decisions of the judges, which are final and binding in all respects. For a copy of these Official Rules, please send a self-addressed, stamped envelope to: ScanSource 2018 Beyond Expectations Mitel Reseller Promotion Official Rules, 6 Logue Court, Greenville, SC 29615, by December 31, 2018. (Residents of Canada may omit return postage.)

6. WINNER NOTIFICATION AND AFFIDAVIT.

(A) Skill-Testing Question for Canadian Residents. In the event that a selected potential prize winner is a Canadian Reseller/resident, in order to win the prize, the Canadian Reseller/resident must first correctly answer unaided a time-limited, mathematical skill-testing question by telephone at a predetermined mutually agreeable time. In the event that the selected Canadian Reseller/resident is unable or otherwise fails to correctly answer the skill-testing question, the Canadian Reseller/resident will forfeit prize, and Sponsor will have the right to randomly draw another eligible potential winner.

(B) Winner Notification and Affidavit Requirements. Winners will be notified by email, telephone, mail or facsimile. In the event that a potential winner is a business entity Reseller (as opposed to an individual Reseller), the authorized officer(s) of the winning business entity Reseller will be required to designate an individual recipient of the prize by specifying such individual in writing prior to acceptance of the prize. Unclaimed prizes may not be awarded.

Each potential winner must comply with all of the terms and conditions of these Official Rules; winning is contingent upon fulfilling all requirements. Potential prize winners may be required to sign and return an Affidavit of Eligibility and Release (an “Affidavit”) within five (5) days of notification/verification in order to receive the prize. In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information submitted by potential winner, (b) of noncompliance with the above or within any of the aforesaid time periods, (c) a potential winner is found to be ineligible to enter the Promotion or receive the prize, (d) a potential winner cannot or does not comply with the Official Rules, (e) a potential winner’s prize notification or Affidavit is returned as undeliverable for whatever reason, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner may be disqualified from receiving the prize and/or the Promotion, and Sponsor may, at its sole discretion, award the prize to an alternate potential winner by a random drawing from among the other eligible entries received.

In the event of a dispute as to the identity of a potential winner based on an email address, the winning entry will be deemed to be the authorized account holder of the email address submitted at time of

entry. For purposes hereof, an “authorized account holder” is the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

7. QUARTERLY SWEEPSTAKES PRIZES.

(A) Quarterly Sweepstakes Prizes. In each Quarterly Drawing, Sponsor will award six (6) Quarterly First Prizes, one (1) Quarterly Second Prize, two (2) Quarterly Third Prizes, and five (5) Quarterly Fourth Prizes. (Sponsor will therefore award a total of eighteen (18) Quarterly First Prizes, three (3) Quarterly Second Prizes, six (6) Quarterly Third Prizes, and fifteen (15) Quarterly Fourth Prizes through the three (3) Quarterly Drawings.) ***Limit one (1) Quarterly Sweepstakes Prize per Reseller, per Quarterly Drawing.***

Quarterly First Prize. Each Quarterly First Prize consists of a Business Building Trip for a designated Vice President (or higher level executive member) of Quarterly First Prize winning Reseller and one (1) guest to a resort location in the United States for 3 days and 3 nights and includes: (i) round-trip, coach-class air transportation for two (2) persons from the closest major airport to the Quarterly First Prize winning Reseller’s primary business address (determined by Sponsor in its sole discretion) to the major airport nearest designated resort location; (ii) hotel accommodations (one room) for three (3) nights; and (iii) Sponsored group meals and activities. Total approximate retail value (“ARV”) of Quarterly First Prize: \$5,000; actual value may vary based on airfare and hotel fluctuations, exact dates of trip, time of departure and distance between departure and destination. (Q-2 Quarterly First Prize Business Building Trip will take place during Q-3; Q-3 Quarterly First Prize Business Building Trip will take place during Q-4; and Q-4 Quarterly First Prize Business Building Trip will take place during the first quarter of 2019.)

Quarterly Second Prize. Each Quarterly Second Prize consists of a Networking Trip for a designated executive member (or upper level management member) of Quarterly Second Prize winning Reseller and one (1) guest to a ScanSource office location in SC, AZ or KS for 2 days and 1 night and includes: (i) round-trip, coach-class air transportation for two (2) persons from the closest major airport to the Quarterly Second Prize winning Reseller’s primary business address (determined by Sponsor in its sole discretion) to the major airport nearest designated ScanSource office location; (ii) hotel accommodations (one room) for two (2) nights; and (iii) Sponsored group meals and activities. Total ARV of Quarterly Second Prize: \$3,000; actual value may vary based on airfare and hotel fluctuations, exact dates of trip, time of departure and distance between departure and destination. (Q-2 Quarterly Second Prize Networking Trip will take place during Q-3; Q-3 Quarterly Second Prize Networking Trip will take place during Q-4; and Q-4 Quarterly Second Prize Networking Trip will take place during the first quarter of 2019.)

Quarterly Third Prize. Each Quarterly Third Prize consists of a Marketing Development Fund award in the amount of \$2,500 to be used by winning Reseller exclusively on the execution (by a ScanSource Enablement Specialist) of an On-Site Mitel Lead Generation Campaign through ScanSource Communications or a Mitel Marketing Hub Campaign (ARV: \$2,500). (Q-2 Quarterly Third Prize award will be provided and must be used by winner during Q-3; Q-3 Quarterly Third Prize award will be provided and must be used by winner during Q-4; and Q-4 Quarterly Third Prize award will be provided and must be used by winner during the first quarter of 2019.)

Quarterly Fourth Prize. Sponsor will award five (5) Quarterly Fourth Prizes in each Quarterly Drawing. For purposes of awarding the Quarterly Fourth Prizes, Sponsor will separate the area of North America into five (5) regions aligned with Mitel’s regional split and award one (1) Quarterly Fourth Prize for each region in each Quarterly Drawing. Each Quarterly Fourth Prize consists of one (1) Strategic Blue Bash office event that includes an in-depth review of ways to grow business by a Mitel employee and ScanSource Enablement Specialist, and prizes for the winning Reseller’s employees (ARV: \$2,500). (For a Quarterly Fourth Prize winning Reseller with multiple office locations, winning Reseller must select office location for Blue Bash event.) (Q-2 Quarterly Fourth Prize award will be provided and

must be used by winner during Q-3; Q-3 Quarterly Fourth Prize award will be provided and must be used by winner during Q-4; and Q-4 Quarterly Fourth Prize award will be provided and must be used by winner during the first quarter of 2019.)

(B) General Restrictions for Business Building Trip Awards and Networking Trip Awards. At time of acceptance of prize, each Quarterly First Prize winning Reseller and each Quarterly Second Prize winning Reseller must designate the two (2) individual recipients of prize (the “Designated Recipients”) who will travel on the prize trip. (At least one (1) Designated Recipient of Quarterly First Prize winning Reseller must be a Vice President or higher level executive member of winner; at least one (1) Designated Recipient of Quarterly Second Prize winning Reseller must be an executive member or upper level management member of winner.) In the event that a prize winning Reseller is an individual, rather than a business entity, the Designated Recipient must include the prize winning Reseller.

Designated Recipients: (i) must be available to travel on actual dates set for trip by Sponsor; (ii) will be required to sign and return a liability release or will not be permitted to travel on trip; (iii) must travel on the same itinerary and are required to depart from the closest major airport to the prize winning Reseller’s primary business address (determined by Sponsor in its sole discretion); (iv) are responsible for providing all travel required identification and travel documents (including passports, if required for travel) and complying with all applicable security requirements; and (v) are responsible for obtaining travel insurance (and all other forms of insurance) at their option, and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. In the event of the failure to comply with any of the above requirements, prize winner may forfeit prize trip in its entirety and Sponsor may, at its sole discretion, award the prize to an alternate winner. If Designated Recipients cannot travel for any reason whatsoever after all travel arrangements are made, prize winner may forfeit prize and Sponsor may, at its sole discretion, award the prize to an alternate winner. In the event that prize winning Reseller’s primary business address is within 200 miles of trip destination location, ground transportation may be provided to such winner’s Designated Recipients in lieu of air travel, and no additional compensation will be provided for travel to and from destination as part of trip prize. (Sponsor is not responsible for transportation of Designated Recipients to airport.)

(C) General Restrictions for all Prizes. Prizes are non-transferable. Unless otherwise specifically provided for herein, all taxes or expenses, including, without limitation, expenses associated with the Quarterly First Prizes and Quarterly Second Prizes not specified herein as part of prize (such as gratuities, incidental charges, surcharges, personal expenses, insurance, telephone charges, and other transportation costs), sales tax, luxury tax, and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. No prize substitution or cash equivalent of prize, except at Sponsor’s sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

8. GENERAL CONDITIONS.

(A) This Promotion is subject to all federal, state and local laws and regulations. The laws of the United States of America shall be deemed to govern the Promotion.

(B) Acceptance of prize shall constitute and signify the winning Reseller’s agreement and consent that Sponsor may use winning Reseller’s and Designated Recipients’ (and if applicable, Reseller’s corporate representatives’) name(s), address(es) (city and state only), biographical data, voice, likeness, image, statements, and prize information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and winning Reseller hereby releases Sponsor from any liability with respect thereto. (Canadian residents need not consent to, or sign any, publicity release.)

(C) Participant, by participating, releases and agrees to hold harmless Sponsor, Mitel, and their parents, affiliates, subsidiary companies, advertising and promotion agencies, and agents and their respective directors, officers, employees, representatives and agents from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from participant's participation in this Promotion or in any Promotion related activity, or resulting from acceptance, possession, use or misuse of any prize, or while traveling to and/or from a location as part of or to obtain or use a prize. Without limiting the foregoing, all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. (Any and all guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions, and winners agree to solely look to such manufacturers for any such warranty or guarantee claim.)

(D) Sponsor and its parents, affiliates, subsidiary companies, advertising and promotion agencies, and agents and contest administrators and their respective directors, officers, employees, representatives and agents are not responsible for any typographical or other error in the printing of the Promotion, administration of the Promotion or in the announcement of the prizes. Sponsor reserves the right to modify the Promotion rules, terms and conditions without materially affecting the terms and conditions of the Promotion.

(E) Except where prohibited, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prize awarded, or the determination of the winner(s) shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of South Carolina, USA and through the courts of Greenville County, South Carolina, USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for and participants hereby waive all rights to claim punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with this Promotion shall be governed by, and construed in accordance with, the laws of the State of South Carolina, USA without giving effect to any choice of law or conflict of law provisions.

(F) If for any reason the Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion. In the event of the cancellation, termination, or suspension of the Promotion, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of termination, cancellation or suspension.

(G) Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a participant's or any other person's computer relating to or resulting from participation in the Promotion or downloading any materials in the Promotion.

(H) **WARNING:** ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE (OR ANY SPONSOR WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

9. WINNERS LIST. To receive a list of prize winners by mail, send a written request, accompanied by a self-addressed, stamped envelope, to: ScanSource 2018 Beyond Expectations Mitel Reseller Promotion Winners List, ScanSource, Inc., 6 Logue Court, Greenville, SC 29615 (USA), by June 9, 2019. (Winners requests originating from Canada may omit the stamp on the return envelope.)

10. SPONSOR. The Sponsor of this Promotion is ScanSource, Inc., 6 Logue Court, Greenville, SC 29615 (USA). The administrator/operator of this Promotion is Sponsor.