



## TERMS AND CONDITIONS

### HP and HyperX Bundle Promotion ('Promotion')

By participating in the Promotion, Participants agree to be bound by these terms and conditions. Any information or instructions published by the Promoter about the Promotion at [www.hp.com/ie/hyperxcashback](http://www.hp.com/ie/hyperxcashback) form part of these terms and conditions ('Terms and Conditions').

#### A. Promoter

1. HP Technology Ireland Limited, Liffey Valley Office Campus, 1st Floor, Block B, D22 X0Y3 Quarryvale, Co. Dublin, Ireland (the 'Promoter' or 'HP').

#### B. Description of the Promotion

1. End-user customers who purchase a new eligible OMEN or HP VICTUS Notebook or Desktop together with (i.e. at the same time and as part of the same transaction) a new HyperX accessory or Omen monitor of choice as detailed in Annex 1 (the 'HP and HyperX Qualifying Products') from either HP or an HP Authorized Reseller or Retailer in Ireland within the Promotional Period will be eligible to receive (by way of bank transfer) a cashback of up to a maximum of €50 (fifty euro) by redemption (the 'Cashback').
2. The Promotion is valid in respect of the HP and HyperX Qualifying Products listed in Annex 1 during the product validity timeframe set out in Annex 1 and which are purchased within the Promotional Period from 08/09/2023 to 31/07/2024, subject to meeting the Terms and Conditions set out herein.
3. In respect of cashback, if a Participant's HyperX accessory or Omen monitor of choice is under the value of €50 (fifty euro) then they will be eligible to receive, as cashback, the full value of the chosen accessory. If a Participant's HyperX accessory or Omen monitor of choice is over the value of €50 (fifty euro) then they will be eligible to receive, as cashback, a maximum of €50 (fifty euro).
4. Only two (2) claims to receive Cashback can be made per customer during the Submission Period. The Promotion is limited to a maximum of two (2) bundles of HP and HyperX Qualifying Products per end-user customer during the Promotional Period. For the avoidance of doubt, end-user customers can purchase the same HP and HyperX Qualifying Products however the serial numbers of such products must be different.
5. The Promotion is limited to a maximum of 2000 bundles in total during the Promotional Period. Claims will be validated on a first come, first served basis.

#### C. Eligibility

1. The person or company submitting the Claim under this Promotion is in the following referred as 'Participant'.
2. To be eligible to participate in the Promotion, Participant must meet the following eligibility requirements ('Eligibility Requirements'):
  - a. Be aged 18 or over;
  - b. Be end-user customers (i.e. Customers purchasing products for their own use stated in Proof of Purchase);
  - c. Have purchased HP and HyperX Qualifying Products in Ireland;



- d. Have purchased an HP and HyperX Qualifying Product as described below during the Promotional Period;
  - e. Have all information to submit the claim as detailed in the Claim registration section below;
  - f. Have access to the internet in order to submit their claim;
  - g. Meet any additional Specific Promotion Requirements set out in these Terms and Conditions to be eligible to receive the cash under this Promotion.
3. This Promotion is not open to HP employees, their agents, wholesalers, resellers, retail staff, retailers, participating stockiest or anyone connected with this Promotion.
  4. This Promotion may not be combined with any other promotional offers or special pricing offered on the HP and HyperX Qualifying Products.

#### D. Claim

1. The relevant Cashback value per HP and HyperX Qualifying Products shall be as set out in Annex 1 at the date of purchase of the HP and HyperX Qualifying Products. For the avoidance of doubt, the maximum amount of Cashback a Participant can receive is €50 (fifty euro).
2. The following products will not qualify as HP and HyperX Qualifying Products and are excluded from this Promotion:
  - a. Demonstration, remarketing or used products.
  - b. Products purchased through a loan, hire purchase or credit agreement arranged through the authorized Reseller or Retailer.
  - c. HP and HyperX Qualifying Products that are purchased to be resold or rented to a third party.
3. Claims must be submitted by the end-user customer (i.e. customers purchasing products for their own use stated in Proof of Purchase) only, and must not be submitted through agents, retailers, resellers, third parties or in bulk.
4. Registration of claims for the Promotion must be done online and within 30 calendar days of purchasing the HP and HyperX Qualifying Products ('Submission Period'). The date of the invoice (or the purchase date stated on the physical receipt received from a retail store) shall be considered as the date of purchase. For the avoidance of doubt, the date of purchase counts as day 1. Late submissions of claims will not be eligible for this Promotion.
5. If an HP Product is returned (thus revoking the sales contract) no claim may be made for reimbursement. In case the refund value has already been paid, it must be fully paid back to Promoter.

#### E. Claim registration

1. After purchasing an HP and HyperX Qualifying Product, Participants must complete and submit the following mandatory information on the online claim form during the Submission Period:
  - a. The Product number and Serial number of the HP and HyperX Qualifying Products purchased;
  - b. Electronic proof of purchase in the form of the seller's invoice or the receipt received from the seller, via scan or e-mail attachment ('Proof of Purchase');
  - c. The Participant's Personal data and bank details. Be aware: The name of the Bank Account Holder needs to be written out in full (no abbreviations allowed).
2. The Proof of Purchase must clearly show (i) the model and serial number of the HP and HyperX Qualifying Product, (ii) the



name and address of the purchaser, (iii) name and address of the seller, (iv) invoice or receipt date and (v) the total purchase price paid by the Participant. Proof of order or dispatch note will not be accepted. HP reserves the right to request from the Participant further evidence of purchase and/or ownership (e.g. Photo of the serial number label, barcodes...).

3. Once the claim form and supporting documents have been received, HP will send a confirmation of receipt by email from [promotions@gps1.hp.com](mailto:promotions@gps1.hp.com). The email will confirm whether or not the claim has been successful. HP will endeavour to do this within seven calendar days. It is the Participant's responsibility to contact the promotions team, if email confirmation has not been received within this time frame.
4. For claim status lookup, please check the URL available with the claim validation email. For questions regarding the Promotion or the status of your claim, please email: [promotions@gps1.hp.com](mailto:promotions@gps1.hp.com)
5. Participants providing an incomplete claim form will be notified via email and offered the opportunity to provide the required/missing items within seven calendar days. If the Participant still fails to comply with the terms and conditions, the claim will be refused. HP will not be liable for any delay in responding outside of the seven-day timeframe.
6. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to generate or require further verification as to proof of purchase/ownership (e.g. Photo of the serial number label, barcodes, as well as the identity, age, and other relevant details of a Participant). This process may involve the Promoter sharing information with third parties.
7. The Promoter reserves the right to disqualify incomplete, fraudulent altered or illegible Claims which do not comply with these Terms and Conditions.
8. If the Participant fails to comply with these Terms and Conditions, their claim will be rejected.

## F. Payment

1. HP endeavours to process valid payment claims within 45 calendar days from receiving the completed claim from the Participant and final validation and invoice check or as soon as possible thereafter. HP will not be liable where claims are processed outside this timeframe.
2. The Cashback will be paid by way of bank transfer to individual or company name stated as the purchaser in the Proof of Purchase to the bank account submitted upon registration of the claim and the bank transfer can only be made to a valid bank account within the European Economic Area or Switzerland / Ireland. Bank cheques will not be issued under any circumstances.
3. Participants will be solely responsible for any and all applicable taxes imposed by local tax legislation and any other relevant costs or expenses which are not stated in the Terms and Conditions.
4. The payment will only be made upon HP's satisfaction that the Participant has fully complied with these Terms and Conditions and the associated instructions.
5. Paying Entity:  
HP International Sarl  
150 Route du Nant d'Avril  
1217 Meyrin 2  
Geneva  
Switzerland



## G. Personal Data

1. Participants will only need to disclose personal data required for the Promotion. By disclosing this data, the Participants agree that the data will be processed within the context of the Promotion.
2. HP and its assignees will only process the personal data in accordance with local law and use it only for the payment of the Promotion. The data will be deleted after expiration of the legal retention period.
3. Only with your explicit permission HP may contact you by email with information about products, services, and/or support. This may include new product information, special offers or possibly an invitation to participate in market research.
4. HP recognizes that privacy is a fundamental human right and further recognizes the importance of privacy, security and data protection to our customers and partners worldwide.
5. For information regarding HP's privacy policies and practices, please visit our Personal Data Rights Notice and Privacy Statement at <https://www8.hp.com/us/en/privacy/ww-privacy.html>. To exercise your rights of access, rectification, opposition or deletion, please use the 'Privacy Feedback Form' available at <https://www8.hp.com/ie/en/privacy/privacy-central.html>.

## H. General

1. The Cashback will not be granted to a Participant who: a) has not purchased an HP and HyperX Qualifying Product within the Promotional Period; and/or b) has not completed the claim form correctly; and/or c) has not supplied Proof of Purchase; and/or d) has not submitted their claim within the Submission Period; and/or e) has failed in any way to comply with these Terms and Conditions as determined in HP's sole discretion.
2. HP reserves the right to audit all claims to ensure that the Terms and Conditions of the Promotion have been met and to request additional information regarding any and all claims and supporting documents. Participants who have been convicted of fraud or misuse of the Promotion will be excluded. HP reserves the right to take legal action.
3. In the event of either false, erroneous claims or overpayments either submitted by the Participant or made by HP then subject to HP serving not less than 28 days prior written notice the Participant shall repay or reimburse any such false, erroneous or overpayments and the Participant shall hold HP harmless and indemnify HP from any liability, claims, damages and tax liabilities arising in such circumstances.
4. All documentation submitted for this promotion becomes property of HP and will not be returned. Submission of false, incorrect, misleading or fraudulent documentation may result in disqualification from this promotion and future HP promotions and may result in the submitter being subject to prosecution.
5. The Participant agrees to hold HP free from the responsibility of any liability, claims, damages and tax liabilities that might arise in such circumstances.
6. To the extent allowed by applicable law, the Promoter will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; (e) any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents the Participant from or otherwise obstructs him/her in participating in the Promotion; (f) any printing or typographical errors in any materials associated with the Promotion; or (g) any loss, damage or injury of any nature howsoever caused to Participants pursuant to this Promotion. However, nothing in these Terms and Conditions shall act so as to exclude or restrict HP's liability for death or personal injury of Participants proven to be caused by HP's negligence.



7. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
8. HP reserves the right to amend the Terms and Conditions at any time without notice.
9. HP may cancel this Promotion or withdraw this promotion at any time without prior notice.
10. The decisions of HP in respect of any and all aspects of this Promotion will be final and binding.
11. This Promotion is subject to the laws of the Promoter's country. In case of dispute, the courts of the site of the Promoter will have jurisdiction.

#### ANNEX 1: HP and HyperX Qualifying Products.

Please visit [www.hp.com/ie/hyperxcashback](http://www.hp.com/ie/hyperxcashback) for a list of HP and HyperX Qualifying Products.

Qualifying HP Products	Maximum Cashback	Product availability
Qualifying HP Bundle Products		
OMEN Desktop	-	08/09/2023 - 31/07/2024
OMEN Laptop	-	08/09/2023 - 31/07/2024
HP VICTUS Desktop	-	08/09/2023 - 31/07/2024
HP VICTUS Laptop	-	08/09/2023 - 31/07/2024
Qualifying HyperX and Omen Monitor Bundle Products		
HyperX Microphone	€50	08/09/2023 - 31/07/2024
HyperX Headset	€50	08/09/2023 - 31/07/2024
HyperX Mouse	€50	08/09/2023 - 31/07/2024
HyperX Controller	€50	08/09/2023 - 31/07/2024
HyperX Mouse mat	€50	08/09/2023 - 31/07/2024



HyperX Keyboard

€50

08/09/2023 - 31/07/2024

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Omen Monitor

€50

01/03/2024 - 31/07/2024

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