Terms & Conditions

1. About this Program:

   The HP DesignJet, PageWide XL and Latex Printer Trade-In Program ("Trade-In Program") is organised by HP New Zealand (5571925), 12 Madden Street, Auckland, 1010, New Zealand ("HP" or "Promoter"). All Participants to this Trade-In Program are subject to

2. these Terms or such other terms and conditions that Promoter may impose. Promoter reserves the right at its sole discretion to terminate or modify this Trade-In Program or to amend these Terms without any prior notice to all Participants and without any liability to Promoter. By participating in this Trade-In Program (including applying for or accepting the Trade-In Rebate or placing a Trade-In Request), Participants are deemed to have agreed to and accepted these Terms and versions as subsequently amended. Unless otherwise specified in clause 8 of these terms and conditions, the Trade-In Program may not be combined with other promotions, programs or special pricing.

3. Definitions:

   "Eligible Product" means any new and original, HP DesignJet, PageWide XL and Latex Printer originating from the Promoter with the model numbers found in the clause (9.iv).

   "Trade-In Product" means large format printer of any manufacturer.

   "End user" is a Participant who purchases an Eligible Product (from a participating HP Reseller or HP Direct), for business use in New Zealand and not for resale, re-supply or export.

   "HP Direct" is a direct sales arrangement between the End user and HP New Zealand and includes the HP New Zealand Online Store. To avoid doubt, it does not include purchases that fall within a financial services, contractual or managed print services arrangement, or under the HP MVC program.

   "HP Reseller" is a reseller authorised by the Promoter to sell the Eligible Product(s) in New Zealand.

   "Participant" means an New Zealand resident with a registered business with an New Zealand Business Number trading in New Zealand, who purchases an Eligible Product from a participating HP Reseller or HP Direct during the Promotional Period and is the end user of that Product. The Promoter, its related bodies corporate, resellers of HP products and any agencies associated with this Promotion their employees and those employees' immediate families are ineligible to participate.

   The "Promotional Period" commences at 09.00 AM AEDT 1st May 2017 and ends at 5.00PM AEDT 30th April 2024 ("Promotional Period"). All entries must be received by 5.00PM AEST 30th May 2024. Participant(s) will forfeit claims not made by this date.

4. Program Procedure:

   To receive a Trade-In Rebate, Participants must (subject to these Terms):

   a. prior to purchase, register and see if you are eligible for a non-binding Trade-In offer via the Trade-In Program web portal www.hp.co.nz/promotions/largeformat. Any Trade-In requests submitted after purchase of the new HP Product will be deemed invalid.

b. purchase an Eligible Product from an HP Reseller or HP Direct in New Zealand;

c. accept the Trade-In offer via the Trade-In Program web portal and:

   i. place a Trade-In Request by uploading a copy of the tax invoice (proof of purchase) for the Eligible Product(s), unless otherwise stated in clause 8 of these terms and conditions; and

   ii. book in an appointment for the collection of the Trade-In Product(s) in accordance with clause 7 below.

d. make the Trade-In Product available for collection within 7 days of submitting the Trade-In Request, in accordance with clause 7 below.

e. HP may allow you to keep your HP branded Trade-In Product, subject to you sending the serial number barcode sticker of the product to HP's nominated representative under this Trade-In Program, the participant can either purchase or lease the new HP DesignJet, PageWide XL and Latex printer.

5. Additional Trade-In Terms:

a. For any Trade-In Program, the Eligible HP Product(s) and the Trade-In Product(s) may be determined from time to time in clause 8 of these terms and conditions.

b. Unless otherwise specified in clause 8 of these terms and conditions, only one Trade-In Product can be traded-in against each Eligible HP Product purchased;

c. Clause 8 of these terms and conditions may specify additional eligibility criteria, including (without limitation) restrictions on the number of trade-in transactions that are permitted, and the amount of the Trade-In Rebate a Participant will receive.

d. HP may request the serial numbers of the Trade-In Product(s) and Eligible Product(s) from Participant.

e. Notwithstanding anything else in these terms and conditions, no Trade-In Rebate is available for Trade-In Product(s) traded in against Eligible Product(s) that have been ordered under a leasing or rental agreement unless Participant has full and unencumbered title to the Trade-In Product(s).

6. Payment:

a. Payment of the Trade-In Rebate will be made by way of electronic funds transfer. Subject to any provision to the contrary in clause 8 of these terms and conditions payment of the Trade-In Rebate is subject to the Participant:

   i. providing a copy of the tax invoice (proof of purchase) for the Eligible HP Product(s) purchased;

   ii. providing a New Zealand GST Number , correct bank account and contact details;

   iii. making the Trade-In Product(s), together with all relevant attachments, accessories and/or peripherals, available for collection within 7 days of the date on which the Trade-In Request is placed, in accordance with clause 7 below.

b. Subject to any provision to the contrary in Clause 8 of these terms and conditions, HP will release the payment after the Trade-In Product(s) is received, inspected and accepted by HP (or its agent or contractor). HP may at its discretion release the credit at an earlier date, but not earlier than the completion of the sale of the Eligible HP Product(s).

c. By agreeing to the terms and conditions, Participant agrees to enter into a Buyers Created Tax Invoice Agreement ("BCTI") with HP for the amount of the Trade-In Rebate (see Schedule 1). HP will forward a completed BCTI once payment of the Trade-In Rebate has been finalised.

7. Collection of Trade-In Product(s):

Participant must make the Trade-In Product available for collection by or on behalf of HP within 7 days of the Participant submitting a Trade-In Request. Where there is more than one Trade-In Product all Trade-In Product(s) must be made available for collection at the same time and at the same location unless otherwise instructed by HP. The Trade-In Product must be available for collection at a ground level loading area. Participant must ensure that the Trade-In Product(s) are de-installed and appropriately packaged for transport by the time of collection. The collection of the Trade-In Product(s) by or on behalf of HP is final, and no Trade-In Product(s) or any part thereof will be returned to Participant. Subject to any provision to the contrary in clause 8 of these terms and conditions, there will be no charge for collection of Trade-In Product(s) from capital city metropolitan areas. The metropolitan areas covered are Auckland, Wellington and Christchurch. Trade-In Product(s) to be collected from outside that area will incur a shipping charge, which will be deducted from the Trade-In Rebate. HP will provide a quote for such shipping charges. HP reserves the right to request consolidation of Participant's Trade-In Product (s) to designated shipping points. Subject to clause 8 of these terms and conditions, HP reserves the right not to collect and/or not to pay for the collection of the Trade-In Product(s). HP may also, at its discretion, collect other products that are not part of the Trade-In Program for recycling or resale, subject to Participant disclosing the type and volume of such products at the time the collection is arranged. There will be no Trade-In Rebate for these products, and HP reserves the right to charge a fee for logistics and/or recycling of these products.

8. Terms Specific to Particular Programs:

The following terms also apply in respect of the respective Trade-In Program specified below:

HP DesignJet, PageWide XL and Latex Printer Trade-In Program

i. This Trade-In Program cannot be combined with any other HP DesignJet, PageWide XL and Latex promotion (other than the Pay Per Use / Print Advantage program).

ii. Under this HP Trade-In Program, each customer is entitled to a maximum trade-in of 1 Trade-In Product(s) for the duration of this program.

iii. All data stored on any Trade-In Product must be deleted before Trade-In Product is returned to HP. Once Trade-In Product is returned to HP, HP will not be liable for the loss of any data or software stored or loaded on any Trade-In Product. Participant indemnifies HP against any third party claim against HP in connection with HP's possession, handling or destruction of any data stored or loaded onto the Trade-In Product.

iv. Eligible Product(s) for this Trade-In Program are listed in the table below. Participant will receive a Trade-In Rebate amount in New Zealand dollars based on the Eligible HP Product purchased, as set out in the table.

HP Product No	Qualifying HP Products	Product available until
1GY94E	HP DesignJet SD Pro 44-in MFP Printer	30/04/2024
2Y9H2A	HP DesignJet T850 36-in MFP	30/04/2024
2Y9H1A	HP DesignJet T950 36-in Printer	30/04/2024
2Y9H3A	HP DesignJet T950 36-in MFP	30/04/2024
3EK10A	HP DesignJet T1600 36-in Printer	30/04/2024
3EK11A	HP DesignJet T1600 36-in PS Printer	30/04/2024
3EK13A	HP DesignJet T1600dr 36-in PS Printer	30/04/2024
1VD87A	HP DesignJet T1700 Postscript Printer	30/04/2024
1VD88A	HP DesignJet T1700dr Postscript Printer	30/04/2024
CQ109A	HP Designjet Z6200 Photo Printer series 42"	30/04/2024
3EK15A	HP DesignJet T2600dr 36-in PostScript MFP	30/04/2024
6KD26A	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript	30/04/2024
7QR88B	HP DesignJet XL 3800 PS MFP Printer	30/04/2024
T8W15A	HP DesignJet Z6 24-in PostScript Printer	30/04/2024
T8W16A	HP DesignJet Z6 44-in PostScript Printer	30/04/2024
T8W18A	HP DesignJet Z6 dr 44-in PostScript Printer with V-Trimmer	30/04/2024
W3Z71A	HP DesignJet Z9+ 24-in PostScript Printer	30/04/2024
W3Z72A	HP DesignJet Z9+ 44" PostScript Printer	30/04/2024
X9D24A	HP DesignJet Z9+ dr 44-in PostScript Printer with V-Trimmer	30/04/2024
2RM82A	HP DesignJet Z9+ Pro 64-in Printer	30/04/2024
5EK00A	HP HD Pro 42-in Scanner	30/04/2024
5EK01A	HP SD Pro 44-in Scanner	30/04/2024
4VW13A	HP PageWide XL 4200 MFP Printer with Top Stacker	30/04/2024
4VW17A	HP PageWide XL 5200 MFP Printer	30/04/2024
4VW19A	HP PageWide XL Pro 5200 40-in Multifunction Printer	30/04/2024
4VW18A	HP PageWide XL 8200 Printer	30/04/2024
4VW20A	HP PageWide XL Pro 8200 40-in Multifunction Printer	30/04/2024
4VW21A	HP PageWide XL Pro 10000 40-in Printer	30/04/2024

9. Title to Trade-In Product(s):

   Title to the Trade-In Product(s) will pass from Participant to HP upon collection of the Trade-In Product(s) by or on behalf of HP. Risk of loss of, or damage to, the Trade-In Product(s) will remain with Participant until such collection. This does not limit Participant's obligation to ensure that any Trade-In Product is appropriately packaged for transport.

10. Processing of Trade-In Product(s):

    Participant will be responsible for completing and lodging the Trade-In Request and for making the Trade-In Product(s) available for collection within the required timeframe. The Reseller (if any) from whom Participant acquires Eligible Product(s) may submit the Trade-In Request on Participant's behalf, but, subject to any provision to the contrary in clause 8, is not eligible to receive the Trade-In Rebate on Participant's behalf. Payment of the Trade-In Rebate is subject to inspection and acceptance by HP of the Trade-In Product(s) upon receipt at HP's inspection facilities.

11. Default:

If Trade-In Product(s) are not available for collection within the appropriate timeframe, are not transferred to HP complete and in good working condition (as defined in clause 12 below) or if Participant otherwise breach these terms and conditions (including any warranty given), Participant acknowledges that HP may at its option and discretion and without limiting its other rights at law:

a. accept the Trade-In Product(s) in whole or in part (at HP's discretion as to amount), or

b. reject the Trade-In Product(s),

and in either case withhold, or (if a payment has already been made) require the repayment of, part (at HP's discretion as to amount) of the payment to which Participant otherwise would have been eligible.

12. Warranties:

Participant warrants to HP that:

a. when collected, each Trade-In Product will be complete. “Complete” means that the Trade-In Product is as described on the Trade-In Request and will include, at a minimum, all hardware, software and component parts and copies of all applicable licenses needed for the Trade-In Product to operate.

b. when collected, each Trade-In Product will be in good working condition. “Good working condition” means that, at a minimum, all parts of the Trade-In Product operate in accordance with their specifications.

c. when collected, each Trade-In Product and its contents will be free of restrictions, contamination, encumbrances or on-going payment obligations.

d. Participant owns the Trade-In Product and use the Trade-In Product(s) for Participant own business and/or personal purposes.

e. Participant will transfer clear title to HP upon collection.

f. Participant is not a rental company, leasing company, brokerage house or agent thereof.

g. each Trade-In Product was originally purchased by Participant:

   i. from the original vendor of the product or an authorised reseller of that vendor;

   ii. not via an auction process; and

   iii. as a new or remarketed product with a full manufacturer’s warranty of at least 12 months.

13. Indemnities:

Participant will defend, indemnify and hold harmless HP from all claims, losses, liabilities, damages, costs and expenses suffered by HP arising out of or in connection with Participant’s acts or omissions under this agreement, including, without limitation, breach of any warranty given by Participant, except to the extent that the claim, loss, liability or damage arises as a result of negligence by HP.

14. Limitation of Liability:

    To the extent permitted by law and except for Participant's obligations regarding indemnities, in no event shall either party be liable to the other for consequential, incidental or special damages arising from any claim or action hereunder, whether based in contract, tort or other legal theory. To the extent permitted by law, in no event shall HP be liable to Participant for damages for any cause whatsoever in an amount in excess of the amounts paid to Participant under this Agreement.

15. Separate Transactions:

    The acquisition of Eligible HP Product(s) by Participant is a separate transaction to the supply of Trade-In Product (s) by Participant to HP. The supply of Trade-In Product(s) is a sale of this equipment by Participant to HP that is subject to the completion of the sale of the Eligible HP Product(s) to Participant.

16. Privacy:

    HP may use the information contained in a Trade-In Request to contact Participant if HP has any queries regarding the Trade-In Request, and to arrange for the payment of the Trade-In Rebate. If Participant opts-in (for example, by agreeing in the application process that HP may contact Participant), then Participant consents to the use of all information contained within the Trade-In Request for marketing and promotional purposes by HP and its affiliates, authorised business partners and suppliers, but Participant may unsubscribe later if Participant no longer wishes to receive further marketing information. The Promoter is bound by the New Zealand Privacy Act 1993. Further information on The Promoter's privacy policy can be obtained from: http://welcome.hp.com/country/nz/en/privacy.html. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the Promoter at "HP APJ Privacy Office, HP Inc., PO Box 384, Concord West, NSW 2138, Australia" or by completing an HP Privacy feedback form here.

17. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993.

18. These terms and conditions shall be governed by and construed in accordance with the laws in force in New Zealand.

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Schedule 1

Agreement between Buyer and Supplier for the Provision of Buyer Created Tax Invoices (BCTI)

1. Purpose of this Agreement

   1.1 The Buyer and the Supplier wish the Buyer to issue BCTIs for Supplies made by the Supplier to the Buyer as a result of a taxable activity.

   1.2 The parties acknowledge that the Buyer cannot issue a BCTI unless:

   a. Both the Buyer and the Supplier are registered for GST

   b. both the Buyer and the Supplier have agreed that only the Buyer will supply the invoice

c. both parties have agreed to keep a copy of the invoice.

2. Definitions

2.1 In this Agreement, unless the contrary intention appears, the following meanings apply:

“Buyer Created Tax Invoice”, “ Tax Invoice” and ”Taxable Activity” have the meaning given to those terms in the Goods and Services Tax Act 1985;

”Agreement” means the clauses of this Agreement and any attachments;

”BCTI” means a Buyer Created Tax Invoice or a copy of a document satisfying the requirements of a Buyer Created Tax Invoice; and

”Supplies” mean the goods or services provided by the Supplier to the Buyer as a result of a Taxable Activity;

'Supplier' means the supplier, as designated by and IRD number and associated Provider Number(s) (where relevant, and as amended from time to time).

2.2 In this Agreement, unless the contrary intention appears, the following meanings apply:

a. a reference to a person includes a partnership or body whether corporate or otherwise;

b. the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

c. words in the singular number include the plural and vice versa;

d. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and

e. a reference to any statute or other legislation (whether primary or subordinate) is to that statute or other legislation as amended or replaced from time to time.

3. Supplies to which this Agreement relates

This Agreement relates to the Supplies to the extent that they are Taxable Supplies made by the Supplier to the Buyer.

4. Terms for issuing BCTIs

4.1 The Buyer and the Supplier agree that, subject to clause 1.2:

a. the Buyer will, within 28 days of making, or determining, the value of the taxable supply, issue to the Supplier a BCTI in respect of that Supply;

b. the BCTI may be issued by the Buyer in electronic format; and

c. the Supplier will not issue to the Buyer Tax Invoices in respect of that Supply.

4.2 The Supplier acknowledges that it is registered for GST on the date this Agreement was made and agrees that it will immediately notify the Buyer if the Supplier ceases to:

a. be registered for GST; or

b. satisfy the requirements of clause 1.2.

4.3 The Buyer acknowledges that it is registered on the date this Agreement was made and agrees that it will immediately notify the Supplier if the Buyer ceases to:

a. be registered for GST; or

b. satisfy the requirements of clause 1.2.