TERMS AND CONDITIONS

# Trade-In and Save (Customer Pick-up Program) ('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 http://www.hp.com/eur/tradein 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. Within this Promotion HP pays an appropriate Trade In Value (the 'Trade In Value') for second-hand products that are returned (the 'Trade In-Product(s)') against the purchase of a new HP Product detailed in Annex 1 (the 'HP Qualifying Product') from either HP or an HP Authorized Reseller or Retailer in Ireland within the Promotional Period.

2. The Promotion is valid in respect of HP Qualifying Products listed in Annex 1 during the product validity timeframe set out in Annex 1 and purchased within the Promotional Period from 01/04/2017 to 30/04/2024, subject to meeting the Terms and Conditions set out hereby.

3. Only one (1) claim can be made for each purchased HP Qualifying Product.

4. This is a one-for-one and like-for-like Trade In promotion, meaning for each HP Qualifying Product purchased, one (1) Trade In product of the same category type as the HP Qualifying Product must be traded in.

## 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. End-user customers (i.e. Customers purchasing products for their own use stated in Proof of Purchase);
    c. Have purchased product in Ireland;
    d. Have purchased an HP Qualifying Product as described below during Promotional Period;
    e. Return the Trade In Product(s) within the boundaries of Ireland;
    f. Have all information to submit the claim as detailed in Claim registration section;
    g. Have access to internet in order to submit the claim;
    h. 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 Qualifying Product.

## D. Claim

1. The relevant Trade In Value per HP Qualifying Product shall be as set out in Annex 1 at the date of purchase of the HP Qualifying Product.

2. The following products will not qualify as HP Qualifying Products:

    a. Demonstration, remarketing or used products do not qualify as HP Qualifying Products for this Promotion.
    b. Products purchased through a loan, hire purchase or credit agreement arranged through the authorized Reseller or Retailer are excluded from this Promotion.
    c. HP Qualifying Product 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 for the promotion must be done online and within 30 calendar days of purchasing an HP Qualifying Product ('Submission Period'). The date of the invoice shall be considered as the date of purchase. For the avoidance of doubt, the date of purchase counts as day 1. Late submissions 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. Participants must complete and submit the mandatory information on the online claim form during the Submission Period:

    a. Product number and Serial number of the HP Qualifying Product;
    b. Electronic proof of purchase in the form of the seller's invoice, via scan or e-mail attachment ('Proof of Purchase');
    c. 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 the model and serial number of the HP Qualifying Product, name and address of the purchaser, name and address of the seller and invoice date and purchase price. 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, shipping label and instructions on the next steps by email from promotions@gps1.hp.com. The email will confirm whether or not the claim has been successful. HP will endeavor to do this within seven calendar days. It is the participants 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

5. Participants providing an incomplete claim form will be notified via email and offered the opportunity to provide the required 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, the request will be rejected.

## F. Trade In Products and Logistics

1. The Trade In Product(s) must be of the same category type as the HP Qualifying Product purchased.

2. The indicated Trade In Values only apply for Trade In Product(s) that are ready for operation. The Trade In Product(s) must be returned complete, in working condition and with all accessories (eg. Ink and toner cartridges) belonging to it. Printers being returned must be capable of printing a test page.

3. The Participant warrants that all Trade In Product(s) have been owned and used for at least twelve (12) months.

4. All Trade In Products must be located in Ireland. HP will only pick-up Trade In Product(s) within the respective national boundaries. The pickup service is not available on any island destinations.

5. On the agreed date, HP will dispatch a carrier to the address stated by the Participant during claim registration. If it is not possible for the HP carrier to come on the agreed date, the carrier will contact the Participant to agree a new date. If the Trade In product(s) are not ready for pick-up on the agreed date and the HP carrier must return on another day, the Participant will be charged the incurred additional cost.

6. The period between acceptance of offer and actual collection of the Trade In Product(s) must not exceed thirty (30) days ('Return Period').

7. The Participant is responsible for the de-installation of the Trade In Product(s) and must properly prepare the Trade In Product(s) for shipment.

8. To avoid damages and/or delays during transportation, the following instructions must be adhered:

    a. The Trade In Product(s) must be packed in sturdy cardboard boxes suitable for shipping. Trade In Product(s) to be collected exceeding the weight of 75kg need to be packed on pallets.
    b. If applicable, all ink or toner cartridges must be removed from printer(s) and packed separately in an appropriate container protecting against potential leakage. This container may then be packed in the same box as the Trade In Product(s).
    c. The Trade In reference number and the provided shipping label must be securely attached to the outside of the box and should remain easily accessible at all times.
    d. The collection must be carried out from the entrance door on the ground floor.
    e. Any additional pickup instructions must be communicated to HP during the web entry.

9. HP is not responsible for paying for proper packaging of the Trade In Product(s).

10. The cost for shipping, and, if necessary, a recycling process as well as all other associated costs such as taxes, customs duty or fees of any conforming Trade In Product(s) that are returned in accordance with these Terms and Conditions will be borne by HP (use of the HP shipping label provided is required).

11. HP reserves the right to charge the Participant for any transportation costs incurring in connection with the delivery of any non-conforming products under this Promotion or for Participant's failure to comply with the Terms and Conditions.

12. All Trade In Product(s) defined in the web registration must be handed over to HP to qualify. Ownership and risk of loss of the Trade In Product will be transferred to HP upon handover of the product to the carrier. The delivery of the Trade In Product to HP's designated carrier shall be final and effective to transfer title of such product to HP or HP's designated service provider free and clear of all liens and encumbrances.

13. No Trade In Product (including accessories) can be returned to the Participant. All accepted Trade In Products remain the property of HP.

14. The Trade In Product(s) must match the details provided during the registration. All Trade In Products are subject to inspection and acceptance by HP upon receipt. If the Trade In Products are not delivered to HP within the Return Period or are not delivered complete and in the stated condition, HP reserves the right to recalculate the Trade In value or to return or recycle any non-conforming products at Participant's expense.

15. If a product is subject to a recycling process, HP warrants environmentally friendly disposal or will arrange the recycling of any Trade In Products received under this Promotion in compliance with applicable laws, in its sole discretion. The Trade In Products are disposed in the EU but may not remain within the national boundaries in which the Participant took part in the Promotion.

16. This Program is not intended for any Trade In Product that is or has become contaminated or suspected of being contaminated with chemicals, biological agents, or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments. Products that may be contaminated must be decontaminated prior to their delivery to HP.

17. HP is not responsible for any data that may still reside on Trade In Product(s). The Participant is responsible for removing all data, including without limitation, any personally identifiable information or protected healthcare information, from all Trade In Products before shipping. By sending any product to HP, the Participant agrees to release HP from any claim as to the data stored in such product, or in any media or data storage device included with such product sent to HP, and for the security, integrity, confidentiality, disclosure or use of any such data. HP will not be responsible for securing, protecting, keeping secret or otherwise managing any form of data or information that is stored on or otherwise contained in any product that the Participant sends to HP or an HP service provider (including any computer hard drive, ROM, CD-ROM, disk or other storage media of any form).

18. The Participant also warrants that (i) it holds legal title to the Trade In Product(s), free of any liens or security interests; and (ii) it has the legal right to transfer the Trade In Product(s) to HP free of any restrictions or encumbrances, including third-party software which may not be transferred or for which royalties are due. The Participant shall indemnify HP from all claims or losses sustained by HP as a result of any breach of this warranty.

## G. Invoicing and Payment

1. This program requires the payment recipient to send an invoice of the payment value to HP. Further instructions will be sent via email during claim processing. A failure to send a valid invoice will result in the claim being rejected and invalidates the participation in the program.

2. HP endeavors to process valid payment claims in 45 calendar days from receiving the completed request from the Participant and the return products in the HP test center as well as final validation and invoice check or as soon as possible thereafter. HP will not be liable where claims are processed outside this timeframe.

3. The Trade In-Value will be paid by way of bank transfer to individual or company name stated as the purchaser in the Proof of Purchase at the bank account submitted upon registration of the claim and can only be made within a valid bank account within ||1:payment_country||. Bank cheques will not be issued under any circumstances.

4. 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.

5. 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. HP reserves the right to delay payment, and/or review all claims that require investigation due to suspicious activity.

6. Paying Entity:
   HP International Sarl
   150 Route du Nant d'Avril
   1217 Meyrin 2
   Geneva
   Switzerland

## H. 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.

## I. General

1. The Trade In Value will not be granted to a Participant who: a) has not purchased an HP 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 not returned the Trade In Product(s) within the Return Period; and/or f) failed in any way to comply with these Terms and Conditions as determined in HPs sole discretion.

2. HP reserves the right to audit all Trade In requests 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.

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 QUALIFYING PRODUCTS.

Please visit http://www.hp.com/eur/tradein for a list of HP Qualifying Products.