

HP Upgrade to Latex Fall 2018 promotion



Terms and Conditions

A. HP Upgrade to Latex Fall 2018 Program Structure

- Within the framework of the HP Upgrade to Latex Fall 2018 program, “Participants” (as defined below) may claim cash back awards by purchasing Qualifying HP Latex 570 Printer (referenced in section D below) and submitting a claim in accordance with the following terms and conditions.
- The HP Upgrade to Latex Fall 2018 program is referred to in the following terms and conditions as the “**Program**”.

Participants

- Only End-User Customers are allowed to participate in this Program and claim and receive any cash back award.
- Resellers may submit claims on behalf of their customers.
- The Reseller must pass the full cash back amount to the customer first. It must be clearly indicated on the invoice or lease that the credit has been given up front to the customer as part of the purchase or lease price.
- The company claiming and entitled to receive the cash back award is referred to in these terms and conditions as the “**Participant**”.

Products

- The list of eligible HP Latex products can be found in section D of this document.
- Any eligible products purchased under the Program are referred to in these terms and conditions as “**HP Products**”.
- The Program is not valid if the HP Products are rented or leased to a third party including but not limited to Facilities Managed placement arrangements.
- Only new HP Products are eligible to take part in the Program. The promotion is not valid on refurbished printers, printers purchased /leased through Internet auctions, or from any other unauthorized reseller of HP products. The Reseller demo units DO NOT **qualify** for an eligible new Printer.
- The following models are not eligible for trade-in: HP Latex 310, 315, 330, 335, 360, 365, 370 or 560 Printer.

Promoter:

HP Development Company, L.P. (referred to herein as 'HP').

Program Steps and Timing

The Participant can obtain information about and register for the Program on the web site www.hp.com/go/upgradetolatex.

1. **Purchase**—Purchase or lease a qualifying new HP Latex 570 Printer between September 1, 2018, and December 31, 2018, you can receive \$6,000 cash back allowance when you trade in your current eligible solvent, aqueous or latex large-format printer or printer cutter. See chart in Section D Qualifying New HP products for a list of eligible trade in product and corresponding rebate values.
2. **Claim form**—Complete and submit the online claim form by January 31, 2019. Any claims received after this date will be rejected. After you submit your online claim, Market Velocity (MVI) will send a confirmation email with the claim number and instructions on your next step of the claim process. Please print and save for your records. Reference this claim number for questions relating to this promotion. You must supply the serial number and make/model of the eligible trade-in product during this claiming step.
3. **Proof of Purchase**—Fax in a copy of your confirmation email, your proof of purchase sales invoice(s) (or lease documents) showing eligible purchase of a new Printer(s) along with a photo of the back panel of the trade-in printer with the model and serial number visible in the picture to 1-770-217-4097 or email to hpcustomerservice@marketvelocity.com. **This must be done by January 31, 2019. Last day to submit claim and proof of purchase is the same date, which is January 31, 2019.** If the serial number(s) of your eligible new Printer(s) is not listed on your sales invoice(s), please write the serial number(s) of your eligible new Printer(s) on the sales(s) prior to submitting. Be sure to keep a copy of your entire claim for your records. You may also mail to:

Market Velocity, Inc.
HP Upgrade to Latex Fall 2018 promotion
1305 Mall of Georgia Blvd. Suite 190
Buford, GA 30519

The proof of purchase must contain the following information:

- Name and address of the end-user customer;
 - Name and address of the HP reseller, in accordance with the statement on the letterhead; and
 - Model, serial number, and purchase price of the HP Product.
 - If Rebate is being passed on to end-user customer upfront by HP Reseller, end-user customer invoice must show line item detailing Upgrade to Latex rebate amount being deducted from printer price to arrive at **net** printer price.
 - If invoice/lease date is after the promotional purchase period, order date to distributor must be within the promotional purchase period and that order date must be listed on the invoice/lease.
 - If further review is necessary, HP reserves the right to request the distributor invoice to ensure that the order was placed on behalf of the end-user customer within the promotional purchase period.
4. **Shipping trade-in product**—Within one (1) business day of validation of your Proof of Purchase, shipping instructions and a shipping label will be emailed to you for shipment of the Main Print Controller Board. The customer must return Main Print Controller board(s) for recycle in accordance with the instructions provided by the program. The shipping instructions/label is valid until February 28, 2019. The customer or Reseller is required to ship back the Main Print Controller board of the trade-in product, which will be shipped directly to HP's Recycling. Customer ships trade-in product to HP using their own box and the shipping label provided. The trade-in Main Print Controller board must be shipped by February 28, 2018.
5. **Cash back**—Please allow eight (8) weeks from the time your trade-in claim is complete for receipt of your cash-back check. Completion of your claim includes receipt of your proof(s) of purchase/lease, photo of the back panel of the trade-in printer with the model and serial number visible. For questions regarding the status of your submission, please contact the promotion help line at 1-866-525-4178 Monday–Friday between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time. Once your claim is complete, allow eight (8) weeks to get your cash back check. If you have not received payment after eight (8) weeks, please contact customer service by calling 1-866-525-4178.

Trade-in pickup and delivery

- The Trade-in Product(s) must be located in the U.S.
- The shipping instructions are valid until February 28, 2019.
- HP will pay usual and customary shipping charges for the Main Print Controller board from the trade-in printer(s) as part of this promotion when the designated shipping carrier is used.
- You must contact the designated shipping carrier to schedule pick-up.
- You agree to remove all data from your current product before shipping it. You are responsible for removing all data, including without limitation, any personally identifiable information or protected healthcare information, from your current product before shipping it. By sending Market Velocity your product, you agree to release Market Velocity and HP from any claim as to the data stored in such product, or in any media or data storage device included with any product that you send to Market Velocity, and for the security, integrity, confidentiality, disclosure or use of any such data. Market Velocity and 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 you send to Market Velocity (including any computer hard drive, ROM, CD-ROM, disk or other storage media of any form).

Reseller involvement

- HP U.S. Authorized Graphics Specialist Commercial Reseller may submit claims on behalf of their end-user customer by following the same claim process outlined above.
- HP will not compensate HP U.S. Authorized Graphics Specialist Commercial Reseller for discounts that exceed the promotion cash back allowance. HP Upgrade to Latex Fall 2018 promotion is an end-user customer trade-in promotion and the entire cash-back allowance must be passed on from the reseller to the end-user customer. Participation in the HP Upgrade to Latex Fall 2018 promotion indicates that end-user customer agrees that its reseller, and not HP, is solely responsible for any negotiated sums exceeding HP's authorized trade-in values.

- The Reseller must pass the full cash back amount to the customer first. It must be clearly indicated on the invoice that the credit has been given up front to the customer as part of the purchase price. MVI and HP will be auditing claims to ensure authenticity. Claims that do not show this may be rejected.
- Reseller must submit to Market Velocity the Trade-in Product(s) that was provided by end-user customer. Reseller may not substitute other Trade-in Product(s) or submit Trade-in Product(s) not owned by end-user customer.
- If Printer rebate is being passed on to end-user customer upfront by HP Reseller, end-user customer invoice or lease must show line item detailing Upgrade to Latex rebate amount being deducted from printer price to arrive at net printer price.

Leased product

This promotion is valid only in the U.S. and available for new lease agreements entered into between an HP U.S. Authorized Graphics Specialist Commercial Reseller and you if the following conditions are met:

- The new lease agreement must be for at least a one-(1) year term and the newly leased unit must replace an older eligible product (HP or non-HP) that is being removed from service;
- The sales invoice submitted with the claim must list the leasing services of the item being sold (e.g. for lease of an HP Latex printer XXX applicable (date) through (date)) and a copy of the lease must be attached to the sales agreement;
- Both the new lease unit and the Trade-in Product(s) must be eligible product(s);
- The Reseller must pass the full cash back amount to the customer first. It must be clearly indicated on the sales invoice or lease that the credit has been given up front to the customer as part of the purchase or lease price.

Government or Education involvement

- Government customers are legally identified Federal, State or Local government organizations within U.S. Cash back checks will be issued in the name of the government organization only. Education customers are higher education institutions and schools (K12), both public and private, within U.S. Cash back checks will be issued in the name of the educational institution only.

C. Terms and Conditions

1. To take advantage of the Program, Participants must complete the online claim form (available at www.hp.com/go/upgradetolatex), and attach proof of purchase along with the photo of the back panel of the trade-in printer with the model and serial number visible in a picture for the HP Product in the form of the seller's invoice, via scan or email attachment.

Proof of order will not be accepted. The seller's invoice must clearly show the Participant's name and address, part codes of the HP Products purchased the purchase price and the date of purchase.

The Participant must claim by January 31, 2019, and must not send original invoices as these cannot be returned. HP must receive the claim form and proof of purchase along with the photo of the back panel of the trade-in printer with the model and serial number visible in a picture no later than midnight on January 31, 2019.

2. Once the claim form and proof of purchase along with the photo of the back panel of the trade-in printer with the model and serial number visible in a picture have been received, your invoice will be reviewed and validated. If applicable, then shipping instructions will be emailed back to the participant.
3. Participants providing an incomplete claim form will be notified via email and offered the opportunity to provide the required items within seven (7) calendar days. If the Participant still fails to comply with the terms and conditions, the claim for cash back will be refused. HP will not be liable for any delay in responding outside of the seven (7) day timeframe.
4. Payment will be made via check to the Participant stated as the purchaser on the proof of purchase invoice supplied.
5. HP endeavors to process valid payment claims in eight (8) weeks from claim completion. HP will not be liable where claims are processed outside of this timeframe. For questions regarding the status of your claim, please email: hpcustomerservice@marketvelocity.com
6. The cash back will not be granted to a Participant who:
 - has not purchased a HP Product within the promotional period;
 - has not completed the claim form correctly;
 - has not submitted the claim form by January 31, 2019;
 - has not supplied proof of purchase along with the photo of the back panel of the trade-in printer with the model and serial number visible in a picture by January 31, 2019; or
 - has not shipped Main Print Controller board by February 28, 2019.
 - failed in any way to comply with these terms and conditions as determined in HP's sole discretion.

7. In addition to the invoice for the HP Product, 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, etc.).
8. By completing the claim registration process, Participant confirms acceptance of these terms and conditions.
9. HP reserves the right to disqualify incomplete, altered or illegible claims.
10. HP is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents or otherwise obstructs the Participant from participating in the Program.
11. HP reserves the right to audit all cash back requests to ensure that the terms and conditions of the Program have been met and to request additional information regarding any and all claims and supporting documents.
12. All documentation submitted for this Program becomes property of HP and will not be returned. Submission of false, incorrect, misleading or fraudulent documentation may result in disqualification from this Program and future HP promotions and may result in the submitter being subject to legal action.
13. HP may cancel this Program where required to do so for legal or commercial reasons arising from applicable laws.
14. The decisions of HP in respect of any and all aspects of the promotion will be final and binding.
15. HP printers eligible for this promotion are subject to change. Offer is subject to product availability; promotion valid while supplies last.
16. HP reserves the right to amend or cancel the terms of this offer at any time without notice.
17. To the full extent of applicable law, HP shall not be liable for any loss, damage or injury of any nature howsoever caused to Participants pursuant to this Program.
18. In the event of false, erroneous claims submitted by the Participant, or overpayments made by HP, and subject to HP serving not less than thirty (30) days prior written notice, the Participant shall repay or reimburse HP for any such false, erroneous claims or overpayments, and the Participant shall hold HP harmless and indemnify HP from any liability, claims, damages and tax liabilities arising in such circumstances.
19. If an HP Product is returned, no claim may be made for a cash back reward for the HP Product. If the cash back award has already been paid to Participant on a returned HP Product, it must be fully paid back to HP.
20. Cash back awards calculated in accordance with the Program terms and conditions are exclusive of taxes. HP will apply local mandatory taxes when processing the payments. The Participant is responsible for fulfilling any tax obligations imposed by local tax legislation.
21. Transmission errors—MVI makes every effort to ensure the accuracy of all information that you receive in relation to your Trade-in Product(s). In the event of typographical errors, technical inaccuracies, or product pricing errors or omissions, MVI reserves the right to correct the error within seven (7) calendar days of the trade. If MVI corrects the error, MVI will provide you with the following options: (1) to proceed with the transaction based on the corrected information; or (2) to cancel your transaction, in which case MVI will promptly send the Trade-in Product(s) back (if possible) or replace it with like product (i.e., similar make, model and condition).
22. The Program is valid in U.S. only.
23. The cash back agreement between HP and the Participant is executed through the Participant's acceptance of the terms and conditions in course of the registration process on the Program web page www.hp.com/go/upgradetolatex.
24. HP Products purchased outside the U.S. are not authorized for participation.
25. This Program may be combined with HP Instant Rebate promotions, and may NOT be combined with other HP discount offers such as education rebates, big deal pricing and volume discounts. Letter of intent offers or trade show specials are not combinable unless specifically authorized by HP.
26. The Program is not valid if the HP Products are rented or leased to a third party including but not limited to Facilities Managed placement arrangements.
27. This promotion is a one-for-one trade only.
28. The entire trade-in printer will not be returned to HP. The customer or HP U.S. Authorized Graphics Specialist Commercial Reseller is required to show proof that they owned an eligible trade-in unit by sending a photo of the back panel of the trade-in printer with the model and serial number visible. The customer or HP U.S. Authorized Graphics Specialist Commercial Reseller will also need to send back the Main Print Controller board of the trade-in unit for recycling.
29. The HP Upgrade to Latex Fall 2018 promotion is available only for the purchase(s)/lease(s) of an eligible new Printer(s) through HP U.S. Authorized Graphics Specialist Commercial Resellers and is valid only in the United States. The promotion is not valid on refurbished printers, printers purchased/leased through Internet auctions, or from any other unauthorized reseller of HP products.
30. The following models are not eligible for trade-in: HP Latex 310, 330, 360, 365, 370 or 560 Printer.
31. By submitting the online claim form, you warrant that you hold legal title to the Trade-in Product(s), free of liens or security interest, and have the legal right to transfer the Trade-in Product(s) to HP. You must have proof of purchase of the Trade-in Product(s) and provide it to HP upon request.
32. This Program is not open to employees of HP, their agents, participating resellers or anyone connected with the program.

33. Participants proved to have entered fraudulent claims will be excluded. HP reserves the right to take legal action with respect to any such fraudulent claim.
34. The payment will be made upon HP's satisfaction that the Participant has fully complied with these terms and conditions and the associated instructions.

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH DELAWARE LAW, AND NO CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. BY ACCEPTING THE TERMS AND CONDITIONS, YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS WILL BE FILED ONLY IN STATE OR FEDERAL COURT LOCATED IN DELAWARE AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS (NOVEMBER 2018).

D. Qualifying New HP Products

HP Upgrade to Latex Fall 2018 promotion

Trade in one of these qualifying products:	Purchase/lease an eligible new printer:	Provide the following from your eligible trade-in product:	Receive the following cash-back, mail-in rebate amount:¹
<ul style="list-style-type: none"> • Aqueous printers 24-inch or larger • Solvent printer/printer-cutter/Latex printer 30-inch or larger 	HP Latex 570 Printer (N2G70A)	Main Printer Controller board	\$6,000

¹ Offer valid only in U.S. from HP U.S. Authorized Graphics Specialist Commercial Resellers. Cash back provided by mail-in rebate available for eligible purchases made September 1 to December 31, 2018. All claims and proof of purchase along with a photo of the back panel of the trade-in printer with the model and serial number visible in a picture must be submitted by January 31, 2019. Return of trade-in Main Print Controller board by February 28, 2019, is also required. Offer is subject to product availability; promotion valid while supplies last. Additional restrictions apply. Void where prohibited, taxed or restricted by law. For claim form, visit hp.com/go/upgradetolatex. Dealer demo units, tradeshow demo units and all end user Big Deal units do not qualify.

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