

# HP Trade-In and Save 2009

## Terms and Conditions



Hewlett-Packard's Trade-In Program through Market Velocity, Inc. HP Trade-In and Save is a service provided to HP customers by Market Velocity, Inc. (MVI), an independent third party. Hewlett-Packard (HP) is not involved in individual transactions between Market Velocity and HP customers. Any and all transactions conducted on this site are solely the responsibility of Market Velocity and such visitors. By agreeing to these terms and conditions, you hereby release HP and its respective directors, employees and agents from any disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to, your use of Market Velocity services, including, without limitation, uncompleted or completed transactions and any claims or disputes between you and Market Velocity. The following terms and conditions apply to your use of the Market Velocity service sponsored by HP. If you have any questions please contact customer service. Market Velocity may amend this site at any time by posting the amended terms on this site. Terms are effective immediately upon posting. These terms and conditions may not be otherwise amended except in writing and signed by you and Market Velocity.

### **Program overview**

Purchase or lease a select HP printer and save up to \$1,000 when you trade-in your old desktop laser / ink printer / scanner, any brand, any condition. Between January 1, 2009, and December 31, 2009, take advantage of this offer, complete the trade-in on-line claim form, and provide proof of purchase and trade-in an old desktop laser / ink printer / scanner for recycling. Take advantage of the HP Care Pack Service offer between July 1, 2009 and December 31, 2009. Purchases and invoices dated prior to or after this timeframe will not be eligible for this promotion. Also receive per claim, the "Access" card containing offers greater than \$1000 (while supplies last), which provides you the comprehensive solution you need to get the most out of your technology for the good of your business.

### **Trade-in proof-of-ownership requirements**

The end-user must warrant that all trade-in equipment has been owned by the end-user for at least one year and has been used in the end-user's business in the previous year. Such equipment or the sale and shipment of such equipment must not violate any applicable laws, statutes, ordinances or regulations, including export laws. You are responsible for complying with any and all such laws. Any equipment you seek to sell using Market Velocity services: (1) shall not infringe on third-party intellectual property rights (including copyright, trademarks, patent, trade secrets or other proprietary rights); (2) shall not be counterfeit, stolen, or fraudulent.

End-user customer must warrant that they hold legal title to the trade-in product(s), free of liens or security interest, and has the legal right to transfer the trade-in product(s) to HP. Title to the trade-in product(s) for recycling transfers to HP on the date and time the trade-in product(s) for recycling are shipped.

### **Program rules and requirements**

- Only one cash back allowance may be claimed per new product purchase by the end-user. The company or individual accepting these program Terms and Conditions must be the one making the trade-in cash back claim and is the "Cash Back Designee". The trade-in cash back check will be made out to the Cash Back Designee, only and must match the purchaser name on the proof of purchase invoice. (See section below for resellers claiming on behalf of customers.)
- Only one HP Access Card is given per unit claimed. This HP Access Card, which contains offers greater than a value of \$1000, is mailed separate from the cash back check. To learn more about the HP Access Card, contact your local reseller or visit [www.hp.com/go/hpaccesscard](http://www.hp.com/go/hpaccesscard).
- One of the following products must be purchased to qualify for the trade-in cash back allowance.

Eligible Products Chart

Rebates will be calculated based on the purchase date by the customer or reseller as defined in the chart below

Product	Part #	MSRP	Trade In and Save cash back for purchases made on or before June 30, 2009	Trade In and Save cash back Effective for purchases made on or after July 1, 2009	Maximum Allowable cash back
P2035	CE461A	\$229	\$70	\$75	\$150
P2035n	CE462A	\$299	\$75	\$75	\$200
P2055dn	CE459A	\$399	\$50	\$75	\$200
P2055x	CE460A	\$499	\$50	\$75	\$250
CP2025n	CB494A	\$449	\$100	\$75	\$200
CP2025dn	CB495A	\$499	\$125	\$75	\$225
CP2025x	CB496A	\$599	\$100	\$75	\$225
M2727nf	CB532A	\$599	\$100	\$75	\$225
CM2320n	CC434A	\$599	\$100	\$75	\$125
CM2320nf	CC436A	\$699	\$150	\$75	\$275
CM2320fxi	CC435A	\$899	\$100	\$75	\$200
P3005	Q7812A	\$549	\$100	\$100	\$100
P3005d	Q7813A	\$649	\$100	\$100	\$100
P3005n	Q7814A	\$799	\$200	\$200	\$200
P3005dn	Q7815A	\$899	\$200	\$200	\$200
P3005x	Q7816A	\$999	\$200	\$200	\$200
CP3525n	CC469A	\$699	\$100	\$100	\$100
CP3525dn	CC470A	\$899	\$100	\$100	\$100
CP3525x	CC471A	\$1,299	\$300	\$200	\$200
P4014n	CB507A	\$899	\$100	\$100	\$100
P4014dn	CB512A	\$1,179	\$200	\$200	\$200
P4015n	CB509A	\$1,199	\$300	\$300	\$300
P4015tn	CB510A	\$1,449	\$400	\$400	\$400
P4015dn	CB526A	\$1,479	\$400	\$400	\$400
P4015x	CB511A	\$1,729	\$450	\$450	\$450
P4515n	CB514A	\$1,599	\$400	\$400	\$400
P4515tn	CB515A	\$1,849	\$450	\$450	\$450
P4515x	CB516A	\$2,129	\$500	\$500	\$500
CP4700n	Q7492A	\$1,349	\$400	\$300	\$300
CP4700dn	Q7493A	\$1,599	\$400	\$350	\$350
CP4700dtn	Q7494A	\$2,499	\$500	\$400	\$400
M3035	CC476A	\$1,599	\$400	\$400	\$400
M3035xs	CC477A	\$1,999	\$500	\$500	\$500
M4345	CB425A	\$2,599	\$500	\$600	\$600
M4345x	CB426A	\$3,699	\$700	\$700	\$700
M4345xs	CB427A	\$4,799	\$800	\$800	\$800

CM3530	CC519A	\$2,499	\$500	\$600	\$600
CM3530fs	CC520A	\$2,999	\$600	\$700	\$700
CM4730	CB480A	\$4,999	\$800	\$800	\$800
CM4730f	CB481A	\$5,299	\$850	\$850	\$850
CM4730fsk	CB482A	\$6,549	\$1,000	\$1,000	\$1,000
Scanjet N9120	L2683A #B1H	\$3,999.99	\$0	\$400	\$400
Scanjet N9120 GSA	L2683A#201	\$3,999.99	\$0	\$400	\$400
Scanjet N8460	L2690 #B1H	\$1,499.99	\$0	\$100	\$100
Scanjet N8460 GSA	L2690 #201	\$1,499.99	\$0	\$100	\$100
Scanjet 7000	L2706A#BGJ	\$999.99	\$0	\$100	\$100
Scanjet 7000 GSA	L2706A#201	\$999.99	\$0	\$100	\$100
Scanjet 8270	L1975A#B1H	\$899.99	\$0	\$50	\$50
Scanjet 5000	L2715A#BGJ	\$799.99	\$0	\$50	\$50
Scanjet N6310	L2700A #B1H	\$499.99	\$0	\$50	\$50
Scanjet N6310 GSA	L2700A #201	\$499.99	\$0	\$50	\$50
Scanjet N6010	L1983A #B1H	\$499.99	\$0	\$50	\$50
Digital Sender 9250c	CB472A #B1H	\$3,199.99	\$0	\$200	\$200
Officejet Pro 8000	CB092A#B1H, #201	\$149	\$50	\$50	\$120
Officejet Pro 8000 Wireless	C9297A#B1H	\$179	\$50	\$50	\$150
Officejet Pro 8500 All-in-One	CB022A#B1H, #201	\$299	\$50	\$50	\$175
Officejet Pro 8500 All-in-One Wireless	CB023A#B1H	\$399	\$50	\$50	\$200
Officejet Pro 8500 All-in-One Premier	CB025A#B1H	\$499	\$50	\$50	\$225

Eligible Care Packs

Product	Part #	Care Pack SKU #	Description	MSRP	Trade In and Save Cash back Effective July 1, 2009
P2035	CE461A	UK929E	3 Yr ND Exchange	\$59	\$10
P2035n	CE462A	UK929E	3 Yr ND Exchange	\$59	\$10
P2055dn	CE459A	UK929E	3 Yr ND Exchange	\$59	\$10
P2055x	CE460A	UK929E	3 Yr ND Exchange	\$59	\$10

CP2025n	CB494A	UL385E	3 Yr ND Exchange	\$99	\$10
CP2025dn	CB495A	UL385E	3 Yr ND Exchange	\$99	\$10
CP2025x	CB496A	UL385E	3 Yr ND Exchange	\$99	\$10
M2727nf	CB532A	H5471E	3 Yr ND Exchange	\$139	\$15
CM2320n	CC434A	UJ574E	3 Yr ND On-Site	\$199	\$20
CM2320nf	CC436A	UJ574E	3 Yr ND On-Site	\$199	\$20
CM2320fxi	CC435A	UJ574E	3 Yr ND On-Site	\$199	\$20
P3005	Q7812A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005d	Q7813A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005n	Q7814A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005dn	Q7815A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005x	Q7816A	U3791E	3 Yr ND On-Site	\$249	\$30
CP3525n	CC469A	UL367E	3 Yr ND On-Site	\$229	\$25
CP3525dn	CC470A	UL367E	3 Yr ND On-Site	\$229	\$25
CP3525x	CC471A	UL367E	3 Yr ND On-Site	\$229	\$25
P4014n	CB507A	UK523E	3 Yr ND On-Site	\$249	\$30
P4014dn	CB512A	UK523E	3 Yr ND On-Site	\$249	\$30
P4015n	CB509A	H5479E	3 Yr ND On-Site	\$349	\$40
P4015tn	CB510A	H5479E	3 Yr ND On-Site	\$349	\$40
P4015dn	CB526A	H5479E	3 Yr ND On-Site	\$349	\$40
P4015x	CB511A	H5479E	3 Yr ND On-Site	\$349	\$40
P4515n	CB514A	UJ516E	3 Yr ND On-Site	\$499	\$50
P4515tn	CB515A	UJ516E	3 Yr ND On-Site	\$499	\$50
P4515x	CB516A	UJ516E	3 Yr ND On-Site	\$499	\$50
CP4700n	Q7492A	H3113E	3 Yr ND On-Site	\$599	\$60
CP4700dn	Q7493A	H3113E	3 Yr ND On-Site	\$599	\$60
CP4700dtn	Q7494A	H3113E	3 Yr ND On-Site	\$599	\$60
M3035	CC476A	UE685E	3 Yr ND On-Site	\$649	\$65
M3035xs	CC477A	UE685E	3 Yr ND On-Site	\$649	\$65
M4345	CB425A	H7668E	3 Yr ND On-Site	\$1,079	\$100
M4345x	CB426A	H7668E	3 Yr ND On-Site	\$1,079	\$100
M4345xs	CB427A	H7668E	3 Yr ND On-Site	\$1,079	\$100
CM3530	CC519A	UK937E	3 Yr ND On-Site	\$999	\$75
CM3530fs	CC520A	UK937E	3 Yr ND On-Site	\$999	\$75
CM4730	CB480A	HC113E	3 Yr ND On-Site	\$1,699	\$175
CM4730f	CB481A	HC113E	3 Yr ND On-Site	\$1,699	\$175
CM4730fsk	CB482A	HC113E	3 Yr ND On-Site	\$1,699	\$175
Scanjet N9120	L2683A #B1H	UJ990E	3 Yr ND On-Site	\$899	\$100
Scanjet N9120 GSA	L2683A#201	UJ990E	3 Yr ND On-Site	\$899	\$100
Scanjet N8460	L2690 #B1H	U4937E	3 Yr ND Exchange	\$249	\$25
Scanjet N8460 GSA	L2690 #201	U4937E	3 Yr ND Exchange	\$249	\$25
Scanjet 7000	L2706A#BGJ	UN477E	3 Yr ND Exchange	\$199	\$20
Scanjet 7000 GSA	L2706A#201	UN477E	3 Yr ND Exchange	\$199	\$20
Scanjet 8270	L1975A#B1H	U4939E	3 Yr ND Exchange	\$169	\$20
Scanjet 5000	L2715A#BGJ	UH370E	3 Yr ND Exchange	\$149	\$20
Scanjet N6310	L2700A #B1H	UH260E	3 Yr ND Exchange	\$69	\$10

Scanjet N6310 GSA	L2700A #201	UH260E	3 Yr ND Exchange	\$69	\$10
Scanjet N6010	L1983A #B1H	UH260E	3 Yr ND Exchange	\$69	\$10
Digital Sender 9250c	CB472A #B1H	U4659E	3 Yr ND On-Site	\$1,199	\$100
Officejet Pro 8000	CB092A#B1H, #201	UQ209E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -M SVC	\$80	\$10
Officejet Pro 8000 Wireless	C9297A#B1H	UQ209E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -M SVC	\$80	\$10
Officejet Pro 8500 All-in-One	CB022A#B1H, #201	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$115	\$15
Officejet Pro 8500 All-in-One Wireless	CB023A#B1H	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$115	\$15
Officejet Pro 8500 All-in-One Premier	CB025A#B1H	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$115	\$15

- HP desktop LaserJets/Color LaserJets, non-HP laser desktop printers, HP/ non-HP inkjets and HP/ non-HP scanners qualify for the trade-in product, and in any condition.
- This is a one for one and like for like product trade only. The customer must purchase one eligible HP printer and trade-in one HP or non-HP desktop laser / ink printer to qualify. Customer cannot purchase a qualifying HP printer and trade-in one HP or non-HP scanner. Or the customer must purchase one eligible HP Scanjet, and trade-in one HP or non-HP scanner to qualify. Customer cannot purchase a qualifying HP Scanner and trade-in one HP or non-HP printer.
- Leased product: The promotion is available for new lease agreements entered into between an authorized HP reseller and you if the following conditions are met:
  - The new lease agreement must be for at least a one-(1) year term
  - The sales invoice submitted with the claim must list the leasing services of the item being sold (e.g. for lease of an HP LaserJet XXX applicable (date) through (date)) and a copy of the lease must be attached to the sales agreement;
  - If you are unable to supply a lease agreement you will be required to submit an invoice that references the serial numbers of the new units that are associated with the new lease agreement.
- **Managed Print Services is NOT** eligible for this program.
- There is a maximum of 400 units that can be traded in per claim.
- This promotion is available to US Customer's only, limited to the continental US (contiguous 48 states) only.

- Trade-in products do not have to be in working condition.
- Only one cash back allowance may be claimed per new product purchase by either the end-user or the HP authorized reseller, but not both. The company accepting these program Terms and Conditions must be the one making the trade-in cash back allowance claim and it is the "cash back designee". The trade-in cash back check will be made out to the Cash Back Designee, only and must match the purchaser name on the proof of purchase invoice. The HP Trade-In & Save program is available only for purchase(s)/lease(s) of an Eligible new printer(s) or scanners directly from HP or through authorized HP resellers. The promotion is not valid on refurbished printers, reseller demo units, or printers purchased/leased through Internet auctions, or from any other unauthorized reseller of HP products. Trade-ins are limited to desktop units; floor standing units will not be accepted for any printer or scanner trade.

**Combining with special pricing or other promotions**

This offer MAY NOT be combined with (or "stacked" with) other promotional offers or trade-in programs, except National HP Instant Rebates as defined below or with channel specific programs that have been approved for combinability by HP but only up to the maximum allowable rebate amount listed on the Eligible Products Chart.

"Instant rebates" are defined as, but not limited to, instant savings, product specific coupons, product specific promotional pricing, and mail-in rebates. When combined with an approved promotional offer, the combination of that savings and the Trade-In and Save offer, the total rebate amount cannot exceed the maximum allowable rebate for that product.

In the case where there is a Big Deal/Contract pricing, customer can take the higher of the two. This will be based off of HP Street Price. (Contact [nicole.barrett@hp.com](mailto:nicole.barrett@hp.com) for any exceptions). If the customer does not qualify for any additional rebates, they are still eligible to receive the free shipping and free recycling, based on the fact that a new eligible printer or scanner was purchased. The customer needs to contact [nicole.barrett@hp.com](mailto:nicole.barrett@hp.com) to complete a form.

**Government or Education involvement:**

- Government customers are legally identified Federal, State, or Local government organizations within the US. Cash back checks will be issued in the name of the government organization only, in the event a Government Customer is claiming on their own behalf.
- Education customers are higher education institutions and schools (K-12), both public and private, within the U.S. Cash back checks will be issued in the name of the educational institution only, in the event an Education customer is claiming on their own behalf.

**Customers purchasing Direct from HP who cannot receive mail-in rebates:**

- Purchasers who buy directly from HP, who are prohibited by law or contract from receiving a mail-in rebate, and are claiming on their own (or their organization's) behalf, need to complete the online claim form at [www.hp.com/go/tradeandsave](http://www.hp.com/go/tradeandsave). In addition the purchaser must also contact the trade in program manager, [nicole.barrett@hp.com](mailto:nicole.barrett@hp.com), and inform her that they are an HP Direct customer and provide direct account number and contact information. Once the trade in unit is received and validated by Market Velocity Inc., claims will be processed and the rebate amount will be credited to the customer's purchase order. This process is specific to customers purchasing directly from HP only.

**Program steps and timing**

- Purchase an eligible HP printer between January 1, 2009, and December 31, 2009, and trade-in your old desktop laser / ink printer, any brand, any condition.

- Or purchase an eligible HP scanner between July 1, 2009 and December 31, 2009 and trade in your old non-production class scanner, any brand, any condition.
- Purchase an eligible HP Care Pack Service between July 1, 2009 and December 31, 2009. If you purchased a qualifying HP Care Pack Service, please indicate it on your claim form. Please note the eligible Care Pack Service purchase must be on the same invoice as the eligible product purchase.
- Go to [www.hp.com/go.tradeandsave](http://www.hp.com/go.tradeandsave) and complete an on-line claim
- The claim must be submitted within 45 days of purchase invoice date or February 15, 2010, whichever occurs sooner.
- A confirmation email with a claim number will be sent once the claim is submitted, with instructions on the next steps of the claim process. Please print these out and save for your records. Reference the claim number for all questions relating to this promotion.
- Fax, email or mail in the following two documents: your proof of purchase (sales invoice) dated between January 1, 2009, and December 31, 2009, and your confirmation email. Please write the serial number(s) of your new printer(s) on the sales invoice(s) prior to faxing/mailling, if they are not already included. These documents must be submitted within 45 days of purchase invoice date or February 15, 2010, whichever occurs sooner. Keep a copy of your entire claim for your records

Fax: 678-730-0420

Email: [hptradesave@marketvelocity.com](mailto:hptradesave@marketvelocity.com)

Mail:

Market Velocity, Inc.  
 HP Trade-In and Save Program  
 1305 Mall of Georgia Blvd, Suite 190  
 Buford, GA 30519

- Within one (1) business day of validation of your Proof of Purchase, shipping instructions and a shipping label / placard will be e-mailed to you for shipment of the trade-in product(s). The customer must return trade-in product(s) for recycle in accordance with the instructions provided by the program. The shipping instructions/label is valid for thirty (30) days from the issue date.
- Customer ships trade-in product to MVI using their own box and the shipping label provided. Trade-in product must be shipped within 30 days of receipt of the shipping instructions or by March 17, 2010, whichever occurs first.
- Upon validation of the return of the eligible trade-in product and Proof of Purchase of eligible new products with serial numbers, a check is issued within 6-8 weeks from the date the trade-in for recycling products were received. HP Access Card will be mailed separately, if applicable. If payment has not been received after 8 weeks of shipment, please contact Customer Service by calling 1-888-309-2943.
- All incomplete claims will be automatically rejected, and must be completed and resubmitted to be processed. A claim is considered incomplete if it matches one or more of the following criteria: missing any information requested on the claim form, missing serial number of new printer(s) or scanner(s) purchased, missing proof of purchase documents, invoice with invalid purchase date, invalid trade-in product(s) and/or traded in product(s) for recycle that are not shipped within the 30 day limit.

#### **Trade-in pickup and delivery**

- The trade-in products must be located in the continental U.S. (contiguous 48 states).
- The customer is responsible for the de-installation of the product and must properly prepare the trade-in for shipment.

- HP will pay for shipping and recycling the eligible trade in for recycle printers and scanners with the continental U.S. (contiguous 48 states)
- Only desktop printers and scanners will be accepted for trade-in
- The customer is responsible for paying for proper packaging to ship the trade-in.
- All ink and toner cartridges must be removed from the printer(s) prior to shipping, and must be packaged separately. They may be included in the same package as the Trade-in Product, but they must be wrapped and bagged separately.
- To ensure you receive the cash back amount above, it is very important to properly package your printer or scanner following these packing instructions:
  1. Package the item(s) in a sturdy cardboard box designed specifically for shipping.
  2. Shipping tape that is 2-3 inches wide should be used. We do not recommend using masking or cellophane tape. Tape all edges on the sides, top and bottom to make sure there are no rough edges that could be snagged by automated mail processing equipment.
  3. Attach the prepaid shipping label to the outside of the package. Use a piece of clear shipping tape over the top of the label. It is important to use our shipping label, as it will be used to expedite tracking, identification and increase the speed of your return.

### **Receipt and validation of trade-ins by MVI**

- The trade-in model number (i.e. LaserJet 4) must match what was provided to MVI according to the Program instructions. If they do not match, MVI reserves the right to return the trade-in product, if possible. If the product is returned, the Cash Back Designee will be responsible for any and all associated shipping costs.
- Trade-in products for recycle do not have to be in working condition.
- All trade-in products for recycle are subject to inspection and acceptance by MVI upon receipt and prior to issuance of any cash back allowance. If trade-in products are not delivered to MVI within the timeframe as set forth above, or are not delivered to MVI "Complete" and in the condition defined above, MVI reserves the right to recalculate the trade-in cash back quote value or return the trade-in product, if possible. If the product is returned, the Cash Back Designee will be responsible for any and all associated shipping costs.
- The end-user warrants that the trade-in products are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due. To the maximum extent permitted by law, the end-user shall indemnify MVI from all claims or losses sustained by MVI as a result of any breach of this warranty.
- Risk of loss for the trade-in products shall remain with the end-user until delivery of the same to HP's designated carrier.
- The delivery of the trade-in products to HP's carrier shall be final and effective to transfer title of such products to MVI free and clear of all liens and other encumbrances. No trade-in products or any part thereof will be returned to the customer.
- Title of the trade-in product passes at the earlier of either the Cash Back Designee receiving the trade-in credit or cash back allowance or HP's carrier has picked up the trade-in product.

### **Reseller involvement**

- Resellers may not submit claims on behalf of their end-user customer or themselves.
- HP will not compensate resellers for discounts that exceed the promotion trade-in values.
- Participation in the HP Trade-In and Save promotion indicates that end-user customer agrees that its reseller, and not HP or MVI, is solely responsible for any negotiated sums exceeding HP's authorized trade-in values.

## **Transmission errors**

MVI makes every effort to ensure the accuracy of all information that you receive in relation to your trade-in product. 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 back (if possible) or replace it with like product (i.e., similar make, model and condition).

## **Fraudulent claims**

Submitting false claims for program benefits will disqualify end-user's or HP authorized reseller's claim, make end-user or HP authorized reseller ineligible for future participation in HP promotional programs, and may subject end-user or HP authorized reseller to civil liability or criminal prosecution.

## **Program changes or termination**

This program is subject to change or termination at any time, without notice, by Hewlett-Packard Company. All trade-in transactions are subject to the approval of Hewlett-Packard. TO THE MAXIMUM EXTENT PERMITTED BY LAW, all trade-in transactions are subject to the approval of Hewlett-Packard.

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH GEORGIA LAW, AND NO CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 ATLANTA, GEORGIA, 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. (Revised July 1, 2009)

## **Partner Rules and Requirements**

### **HP Trade-In and Save Terms and Conditions**

Resellers claiming on behalf of customers who are unable to receive a mail-in rebate

Hewlett-Packard's Trade-In and Save Program through Market Velocity, Inc. HP Trade-In and Save is a service provided to HP customers by Market Velocity, Inc. (MVI), an independent third party. Hewlett-Packard (HP) is not involved in individual transactions between Market Velocity and HP customers. Any and all transactions conducted on this site are solely the responsibility of Market Velocity and such visitors. By agreeing to these terms and conditions, you hereby release HP and its respective directors, employees and agents from any disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to, your use of Market Velocity services, including, without limitation, uncompleted or completed transactions and any claims or disputes between you and Market Velocity.

The following terms and conditions apply to your use of the Market Velocity service sponsored by HP. If you have any questions please contact customer service. Market Velocity may amend this site at any time by posting the amended terms on this site. Terms are effective immediately upon posting. These terms and conditions may not be otherwise amended except in writing and signed by you and Market Velocity.

### **Program overview**

Purchase a select HP printer or scanner and save up to \$1,000 when you trade-in your old desktop laser / ink printer / scanner, any brand, any condition. Between January 1, 2009, and December 31, 2009, take advantage of this offer, complete the trade-in on-line claim form within 45 days of invoice date, and provide proof of purchase and trade-in an old desktop laser /or ink printer / or scanner for recycling. Take advantage of the HP Care Pack Service offer between July 1, 2009 and December 31, 2009. Purchases and invoices dated prior to or after this timeframe will not be eligible for this promotion.

**Trade-in proof-of-ownership requirements**

The end-user or Authorized HP Channel Partner must warrant that all trade-in equipment has been owned by the end-user for at least one year and has been used in the end-user's business in the previous year. Such equipment or the sale and shipment of such equipment must not violate any applicable laws, statutes, ordinances or regulations, including export laws. You are responsible for complying with any and all such laws. Any equipment you seek to sell using Market Velocity services: (1) shall not infringe on third-party intellectual property rights (including copyright, trademarks, patent, trade secrets or other proprietary rights); (2) shall not be counterfeit, stolen, or fraudulent.

End-user customer or Authorized HP Channel Partner must warrant that end-user customer holds legal title to the trade-in product(s), free of liens or security interest, and has the legal right to transfer the trade-in product(s) to HP. Title to the trade-in product(s) for recycling transfers to HP on the date and time the trade-in product(s) for recycling are shipped.

**Program rules and requirements**

- Only one cash back allowance may be claimed per new product purchase by the end-user or Authorized HP Channel Partner. The company or individual accepting these program Terms and Conditions must be the one making the trade-in cash back claim and is the "Cash Back Designee". The trade-in cash back check will be made out to the Cash Back Designee only and must match the purchaser name on the proof of purchase invoice or the Authorized HP Channel Partner claiming on behalf of the customer.
- In the case where there is a Big Deal/Contract pricing, if Big Deal/Contract pricing is less than the "Price to Customer after cash back value", customer is not eligible for any additional cash back dollars but will receive free shipping and recycling of the trade-in product. If Big Deal/Contract pricing is greater than the "Price to customer after cash back value", customer can receive the net of Big Deal/Contract pricing and the "Price to Customer after cash back value". The chart below specifies the maximum allowable program cash back and final price the customer must pay.
- One of the following products must be purchased to qualify for the trade-in savings.

Cash back will be calculated based on the purchase date by the customer or reseller as defined in the Eligible Products Chart below.

Eligible Products Chart

Product	Part #	MSRP	Trade In and Save cash back for purchases made on or before June 30, 2009	Trade In and Save cash back Effective for purchases made on or after July 1, 2009	Maximum Allowable cash back
P2035	CE461A	\$229	\$70	\$75	\$150
P2035n	CE462A	\$299	\$75	\$75	\$200
P2055dn	CE459A	\$399	\$50	\$75	\$200

P2055x	CE460A	\$499	\$50	\$75	\$250
CP2025n	CB494A	\$449	\$100	\$75	\$200
CP2025dn	CB495A	\$499	\$125	\$75	\$225
CP2025x	CB496A	\$599	\$100	\$75	\$225
M2727nf	CB532A	\$599	\$100	\$75	\$225
CM2320n	CC434A	\$599	\$100	\$75	\$125
CM2320nf	CC436A	\$699	\$150	\$75	\$275
CM2320fxi	CC435A	\$899	\$100	\$75	\$200
P3005	Q7812A	\$549	\$100	\$100	\$100
P3005d	Q7813A	\$649	\$100	\$100	\$100
P3005n	Q7814A	\$799	\$200	\$200	\$200
P3005dn	Q7815A	\$899	\$200	\$200	\$200
P3005x	Q7816A	\$999	\$200	\$200	\$200
CP3525n	CC469A	\$699	\$100	\$100	\$100
CP3525dn	CC470A	\$899	\$100	\$100	\$100
CP3525x	CC471A	\$1,299	\$300	\$200	\$200
P4014n	CB507A	\$899	\$100	\$100	\$100
P4014dn	CB512A	\$1,179	\$200	\$200	\$200
P4015n	CB509A	\$1,199	\$300	\$300	\$300
P4015tn	CB510A	\$1,449	\$400	\$400	\$400
P4015dn	CB526A	\$1,479	\$400	\$400	\$400
P4015x	CB511A	\$1,729	\$450	\$450	\$450
P4515n	CB514A	\$1,599	\$400	\$400	\$400
P4515tn	CB515A	\$1,849	\$450	\$450	\$450
P4515x	CB516A	\$2,129	\$500	\$500	\$500
CP4700n	Q7492A	\$1,349	\$400	\$300	\$300
CP4700dn	Q7493A	\$1,599	\$400	\$350	\$350
CP4700dtn	Q7494A	\$2,499	\$500	\$400	\$400
M3035	CC476A	\$1,599	\$400	\$400	\$400
M3035xs	CC477A	\$1,999	\$500	\$500	\$500
M4345	CB425A	\$2,599	\$500	\$600	\$600
M4345x	CB426A	\$3,699	\$700	\$700	\$700
M4345xs	CB427A	\$4,799	\$800	\$800	\$800
CM3530	CC519A	\$2,499	\$500	\$600	\$600
CM3530fs	CC520A	\$2,999	\$600	\$700	\$700
CM4730	CB480A	\$4,999	\$800	\$800	\$800
CM4730f	CB481A	\$5,299	\$850	\$850	\$850
CM4730fsk	CB482A	\$6,549	\$1,000	\$1,000	\$1,000
Scanjet N9120	L2683A #B1H	\$3,999.99	\$0	\$400	\$400
Scanjet N9120 GSA	L2683A#201	\$3,999.99	\$0	\$400	\$400
Scanjet N8460	L2690 #B1H	\$1,499.99	\$0	\$100	\$100
Scanjet N8460 GSA	L2690 #201	\$1,499.99	\$0	\$100	\$100
Scanjet 7000	L2706A#BGJ	\$999.99	\$0	\$100	\$100
Scanjet 7000 GSA	L2706A#201	\$999.99	\$0	\$100	\$100
Scanjet 8270	L1975A#B1H	\$899.99	\$0	\$50	\$50
Scanjet 5000	L2715A#BGJ	\$799.99	\$0	\$50	\$50

Scanjet N6310	L2700A #B1H	\$499.99	\$0	\$50	\$50
Scanjet N6310 GSA	L2700A #201	\$499.99	\$0	\$50	\$50
Scanjet N6010	L1983A #B1H	\$499.99	\$0	\$50	\$50
Digital Sender 9250c	CB472A #B1H	\$3,199.99	\$0	\$200	\$200
Officejet Pro 8000	CB092A#B1H, #201	\$149	\$50	\$50	\$120
Officejet Pro 8000 Wireless	C9297A#B1H	\$179	\$50	\$50	\$150
Officejet Pro 8500 All-in-One	CB022A#B1H, #201	\$299	\$50	\$50	\$175
Officejet Pro 8500 All-in-One Wireless	CB023A#B1H	\$399	\$50	\$50	\$200
Officejet Pro 8500 All-in-One Premier	CB025A#B1H	\$499	\$50	\$50	\$225

Eligible Care Packs

Product	Part #	Care Pack SKU #	Description	MSRP	Trade In and Save Cash back Effective July 1, 2009
P2035	CE461A	UK929E	3 Yr ND Exchange	\$59	\$10
P2035n	CE462A	UK929E	3 Yr ND Exchange	\$59	\$10
P2055dn	CE459A	UK929E	3 Yr ND Exchange	\$59	\$10
P2055x	CE460A	UK929E	3 Yr ND Exchange	\$59	\$10
CP2025n	CB494A	UL385E	3 Yr ND Exchange	\$99	\$10
CP2025dn	CB495A	UL385E	3 Yr ND Exchange	\$99	\$10
CP2025x	CB496A	UL385E	3 Yr ND Exchange	\$99	\$10
M2727nf	CB532A	H5471E	3 Yr ND Exchange	\$139	\$15
CM2320n	CC434A	UJ574E	3 Yr ND On-Site	\$199	\$20
CM2320nf	CC436A	UJ574E	3 Yr ND On-Site	\$199	\$20
CM2320fxi	CC435A	UJ574E	3 Yr ND On-Site	\$199	\$20
P3005	Q7812A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005d	Q7813A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005n	Q7814A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005dn	Q7815A	U3791E	3 Yr ND On-Site	\$249	\$30
P3005x	Q7816A	U3791E	3 Yr ND On-Site	\$249	\$30
CP3525n	CC469A	UL367E	3 Yr ND On-Site	\$229	\$25

CP3525dn	CC470A	UL367E	3 Yr ND On-Site	\$229	\$25
CP3525x	CC471A	UL367E	3 Yr ND On-Site	\$229	\$25
P4014n	CB507A	UK523E	3 Yr ND On-Site	\$249	\$30
P4014dn	CB512A	UK523E	3 Yr ND On-Site	\$249	\$30
P4015n	CB509A	H5479E	3 Yr ND On-Site	\$349	\$40
P4015tn	CB510A	H5479E	3 Yr ND On-Site	\$349	\$40
P4015dn	CB526A	H5479E	3 Yr ND On-Site	\$349	\$40
P4015x	CB511A	H5479E	3 Yr ND On-Site	\$349	\$40
P4515n	CB514A	UJ516E	3 Yr ND On-Site	\$499	\$50
P4515tn	CB515A	UJ516E	3 Yr ND On-Site	\$499	\$50
P4515x	CB516A	UJ516E	3 Yr ND On-Site	\$499	\$50
CP4700n	Q7492A	H3113E	3 Yr ND On-Site	\$599	\$60
CP4700dn	Q7493A	H3113E	3 Yr ND On-Site	\$599	\$60
CP4700dtn	Q7494A	H3113E	3 Yr ND On-Site	\$599	\$60
M3035	CC476A	UE685E	3 Yr ND On-Site	\$649	\$65
M3035xs	CC477A	UE685E	3 Yr ND On-Site	\$649	\$65
M4345	CB425A	H7668E	3 Yr ND On-Site	\$1,079	\$100
M4345x	CB426A	H7668E	3 Yr ND On-Site	\$1,079	\$100
M4345xs	CB427A	H7668E	3 Yr ND On-Site	\$1,079	\$100
CM3530	CC519A	UK937E	3 Yr ND On-Site	\$999	\$75
CM3530fs	CC520A	UK937E	3 Yr ND On-Site	\$999	\$75
CM4730	CB480A	HC113E	3 Yr ND On-Site	\$1,699	\$175
CM4730f	CB481A	HC113E	3 Yr ND On-Site	\$1,699	\$175
CM4730fsk	CB482A	HC113E	3 Yr ND On-Site	\$1,699	\$175
Scanjet N9120	L2683A #B1H	UJ990E	3 Yr ND On-Site	\$899	\$100
Scanjet N9120 GSA	L2683A#201	UJ990E	3 Yr ND On-Site	\$899	\$100
Scanjet N8460	L2690 #B1H	U4937E	3 Yr ND Exchange	\$249	\$25
Scanjet N8460 GSA	L2690 #201	U4937E	3 Yr ND Exchange	\$249	\$25
Scanjet 7000	L2706A#BGJ	UN477E	3 Yr ND Exchange	\$199	\$20
Scanjet 7000 GSA	L2706A#201	UN477E	3 Yr ND Exchange	\$199	\$20
Scanjet 8270	L1975A#B1H	U4939E	3 Yr ND Exchange	\$169	\$20
Scanjet 5000	L2715A#BGJ	UH370E	3 Yr ND Exchange	\$149	\$20
Scanjet N6310	L2700A #B1H	UH260E	3 Yr ND Exchange	\$69	\$10
Scanjet N6310 GSA	L2700A #201	UH260E	3 Yr ND Exchange	\$69	\$10
Scanjet N6010	L1983A #B1H	UH260E	3 Yr ND Exchange	\$69	\$10
Digital Sender 9250c	CB472A #B1H	U4659E	3 Yr ND On-Site	\$1,199	\$100
Officejet Pro 8000	CB092A#B1H, #201	UQ209E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -M SVC	\$80	\$10
Officejet Pro 8000 Wireless	C9297A#B1H	UQ209E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -M SVC	\$80	\$10

Officejet Pro 8500 All-in-One	CB022A#B1H, #201	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$115	\$15
Officejet Pro 8500 All-in-One Wireless	CB023A#B1H	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$115	\$15
Officejet Pro 8500 All-in-One Premier	CB025A#B1H	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$115	\$15

- HP LaserJets/Color LaserJets, non-HP laser desktop printers, HP/ non-HP inkjets and HP/ non-HP scanners qualify for the trade-in product, and in any condition.
- This is a one for one and like for like product trade only. The customer must purchase one eligible HP LaserJet printer or one eligible HP Officejet Pro printer and trade-in one HP or non-HP desktop laser / ink printer to qualify. Customer cannot purchase a qualifying HP printer and trade-in one HP or non-HP scanner. Or the customer must purchase one eligible HP Scanjet scanner, and trade-in one HP or non-HP scanner to qualify. Customer cannot purchase a qualifying HP Scanner and trade-in one HP or non-HP printer.
- Claims on leased equipment can only be made by the end user. HP will NOT offer cash back to Authorized HP Channel Partners claiming on behalf of their customer for leased equipment
- **Managed Print Services is NOT** eligible for this program.
- There is a maximum of 400 units that can be traded in per end-user customer.
- This promotion is available to US Customer's only, limited to the continental US (contiguous 48 states) only.
- Trade-in products do not have to be in working condition.
- Only one cash back allowance may be claimed per new product purchase by either the end-user or the HP authorized reseller, but not both. The company accepting these program Terms and Conditions must be the one making the trade-in cash back allowance claim and it is the "cash back designee". The trade-in cash back check will be made out to the cash back designee only.
- The HP Trade-In and Save program is available only for purchase(s) of an Eligible new Printer(s) or scanners directly from HP or through authorized HP resellers. The promotion is not valid on refurbished printers or scanners, reseller demo units, or printers or scanners purchased/leased through Internet auctions, or from any other unauthorized reseller of HP products. Trade-ins are limited to desktop units; floor standing units will not be accepted for any trade.
- For "bulk" shipments (shipments exceeding 50 units), please contact customer service as listed below.

#### **Combining with special pricing or other promotions**

This will be determined based on the proof of purchase received, the difference between the purchase price and the street price. The net cash back will equal the HP Trade-In and Save Program cash back allowance minus the difference between the proof of purchase price and the MSRP. If the difference is higher than the cash back allowance for the promotion, the user will not be eligible for the cash back allowance, but will be given the option to ship the trade-in printer for recycling.

#### **Reseller Claiming on Behalf of End-user customer**

Resellers may submit claims on behalf of their end-user customer who are prohibited by law or contract from receiving a mail-in rebate. If the customer is receiving Big Deal Pricing/Special

Government pricing, the net cash back will equal the Trade-In and Save Program cash back minus the difference between the proof of purchase price and the MSRP. If the difference is higher than the cash back allowance for the promotion, the user will not be eligible for the cash back allowance, but will be given the option of free recycling and shipping for the older units.

- Resellers may not submit claims on behalf of themselves
- The Reseller must pass the full cash back amount to the customer first. This must be clearly indicated on the invoice that the credit has been given up front. MVI and HP will be auditing claims to ensure authenticity.
- HP will not compensate resellers for discounts that exceed the promotion trade-in values, except as otherwise noted in this document.
- Participation in the HP Trade-In and Save 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.

### **Program steps and timing when a reseller is claiming on behalf of a customer**

- Customer purchases an eligible HP printer or scanner between January 1, 2009, and December 31, 2009, and trades in an old desktop laser / ink printer / scanner, any brand, any condition. Or purchase an eligible HP scanner between July 1, 2009 and December 31, 2009 and trade in your old non-production class scanner, any brand, any condition.
- Reseller completes an on-line claim form at <http://hp.tradeups.com/tradeandsavepartners>. The claim must be completed within 45 days of the purchase date of the new product.
- Or purchase an eligible HP scanner between July 1, 2009 and December 31, 2009 and trade in your old non-production class scanner, any brand, any condition.
- The Proof of Purchase must reflect that the Reseller gave the end user customer the entire credit up front.
- If the customer is receiving Big Deal Pricing / Special Government pricing, then the Reseller has to confirm that there is further room to add any additional cash back allowance credits. If there is not room then this customer is still able to receive free recycling and free shipping for the older units. Resellers can check their big deal pricing using the "Big Deal Rebates Calculator" located at: <https://eclipse.ebus.hp.com/bd/jsp/login.jsp>
- If the reseller's customer is only eligible for free recycling and free shipping then reseller should follow these steps:
  1. Contact customer service at [hptradesave@marketvelocity.com](mailto:hptradesave@marketvelocity.com) or by calling 888-309-2943 between 8am and 8pm ET, Monday through Friday, to receive a manual claim form.
  2. Complete manual claim form, providing the details of the trade-in products.
  3. Fax, email, or mail in the proof of purchase invoice reflecting Big Deal pricing or Contract Pricing.
  4. Pre-paid, pre-addressed shipping labels will be e-mailed to the reseller within one business day of validation of the proof of purchase invoice.
- The claim must be submitted within 45 days of purchase invoice date or February 15, 2010, whichever occurs sooner.
- A confirmation email with a claim number will be sent to the reseller once the claim is submitted, with instructions on the next steps of the claim process. Please print these out and save for your records. Reference the claim number for all questions relating to this promotion.
- Fax, email or mail in the following two documents: proof of purchase (sales invoice) dated between January 1, 2009, and December 31, 2009, and within the 45 day claim window, and your confirmation email.

- Please write the serial number(s) of the new printer(s) on the sales invoice(s) prior to faxing/mailing, if they are not already included. Be sure to keep a copy of your entire claim for your records. HP Authorized Partners, claiming on behalf of their customers can only submit sales invoices, no lease agreements. These documents must be submitted within 45 days of purchase invoice date or February 15, 2010, whichever occurs sooner.

Fax: 678-730-0420

E-mail: [hptradesave@marketvelocity.com](mailto:hptradesave@marketvelocity.com).

Or mail to:

Market Velocity, Inc.  
HP Trade-In and Save Program  
1305 Mall of Georgia Blvd, Suite 190  
Buford, GA 30519

- Within one (1) business day of validation of your Proof of Purchase, shipping instructions and a shipping label / placard will be e-mailed for shipment of the trade-in product(s). The trade-in product(s) must be returned for recycle in accordance with the instructions provided by HP. The shipping label is good for 30 days from the issue date or until March 17, 2010, whichever is sooner.
- MVI receives shipment of eligible trade-in products and Proof of Purchase of eligible new printers or scanners with serial numbers and issues a check within 6-8 weeks from the date the trade-in for recycling products were received. If you have not received payment after 8 weeks of shipment, please contact Customer Service by calling 1-888-309-2943.
- All incomplete claims will be automatically rejected, and must be completed and resubmitted to be processed. A claim is considered incomplete if it matches one or more of the following criteria: missing any information requested on the claim form, missing serial number of new printer(s) or scanners purchased, missing proof of purchase documents, invoice with invalid purchase date, invalid trade-in product(s) and/or traded in product(s) for recycle that are not shipped within the 30 day limit.

### **Trade-in pickup and delivery**

- The trade-in products must be located in the continental U.S. (contiguous 48 states).
- The customer/reseller is responsible for the de-installation of the product and must properly prepare the trade-in for shipment.
- HP will pay for shipping and recycling the eligible trade in for recycle products with the continental U.S. (contiguous 48 states).
  - Only desktop printers and scanners will be accepted for trade-in.
- All ink and toner cartridges must be removed from the printer(s) prior to shipping, and must be packaged separately. They may be included in the same package as the Trade-in Product, but they must be wrapped and bagged separately.
- To ensure you receive the cash back amount above, it is very important to properly package the product following these packing instructions:
  1. Package the item(s) in a sturdy cardboard box designed specifically for shipping.
  2. Shipping tape that is 2-3 inches wide should be used. We do not recommend using masking or cellophane tape. Tape all edges on the sides, top and bottom to make

sure there are no rough edges that could be snagged by automated mail processing equipment.

3. Attach the prepaid shipping label to the outside of the package. Use a piece of clear shipping tape over the top of the label. It is important to use our shipping label, as it will be used to expedite tracking, identification and increase the speed of your return.

For trade-ins larger than 50 units, please contact Nicole Barrett at [nicole.barrett@hp.com](mailto:nicole.barrett@hp.com)

### **Receipt and validation of trade-ins by MVI**

- The trade-in model number (i.e. LaserJet 4) must match what was provided to MVI according to the Program instructions. If they do not match, MVI reserves the right to return the trade-in product, if possible. If the product is returned, the Cash Back Designee will be responsible for any and all associated shipping costs.
- Trade-in products for recycle do not have to be in working condition.
- All trade-in products for recycle are subject to inspection and acceptance by MVI upon receipt and prior to issuance of any cash back allowance. If trade-in products are not delivered to MVI within the timeframe as set forth above, or are not delivered to MVI "Complete" and in the condition defined above, MVI reserves the right to recalculate the trade-in cash back quote value or return the trade-in product, if possible. If the product is returned, the Cash Back Designee will be responsible for any and all associated shipping costs.
- The end-user warrants that the trade-in products are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due. To the maximum extent permitted by law, the end-user shall indemnify MVI from all claims or losses sustained by MVI as a result of any breach of this warranty.
- Risk of loss for the trade-in products shall remain with the end-user/partner until delivery of the same to HP's designated carrier.
- The delivery of the trade-in products to HP's carrier shall be final and effective to transfer title of such products to MVI free and clear of all liens and other encumbrances. No trade-in products or any part thereof will be returned to the customer.
- Title of the trade-in product passes at the earlier of either the Cash Back Designee receiving the trade-in credit or cash back allowance or HP's carrier has picked up the trade-in product.

### **Transmission errors**

MVI makes every effort to ensure the accuracy of all information that you receive in relation to your trade-in product. 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 back (if possible) or replace it with like product (i.e., similar make, model and condition).

### **Fraudulent claims**

Submitting false claims for program benefits will disqualify end-user's or HP authorized reseller's claim, make end-user or HP authorized reseller ineligible for future participation in HP promotional programs, and may subject end-user or HP authorized reseller to civil liability or criminal prosecution.

### **Program changes or termination**

This program is subject to change or termination at any time, without notice, by Hewlett-Packard Company. All trade-in transactions are subject to the approval of Hewlett-Packard.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE TERMS AND CONDITIONS ARE

GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH GEORGIA LAW, AND NO CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW 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 ATLANTA, GEORGIA, 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. (Revised July 1, 2009)