HP “Reinvent the City” Folio Giveaway Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT ELIGIBLE AND LOCATED IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY.

1. ELIGIBILITY: The HP “Reinvent the City” Folio Giveaway (“Sweepstakes”) is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry. Void where prohibited. Employees, officers and directors of HP, Inc. (“Sponsor”), its subsidiaries and affiliated companies, advertising, or production agencies and Web masters/suppliers (and their respective IRS dependents, immediate family members [spouse, parent, child, sibling and their respective spouses] and individuals residing in their same household) are not eligible to participate or win. All public-sector customers, employees of K-12 public and private education institutions and all libraries including public, public school, college or university, research, and private libraries can participate in the Sweepstakes only if they are doing so outside of the official status and not as part of their employment with those entities. The Sweepstakes is subject to applicable federal, state and local laws and regulations. Sponsor reserves the right, at any time, to verify eligibility requirements in any manner it deems appropriate. By participating, participants agree to these Official Rules, which are final and binding in all respects.

2. SWEEPSTAKES TIMING: The Sweepstakes begins October 12, 2016 at 8:00:00 a.m. Pacific Daylight Time (“PDT”) and ends at 11:59:59 p.m. PDT on October 21, 2016 (the “Sweepstakes Period”). Sponsor’s computer is the official time keeping device for the Sweepstakes.

3. HOW TO ENTER: During the Sweepstakes Period, the Sponsor invites participants to respond to a post about the Sweepstakes (each a “Sweepstakes Post”) via Twitter or Facebook as defined below. Sponsor will make a total of eight (8) Sweepstakes Posts; four (4) via Twitter and four (4) via Facebook.

   (a) Twitter: Watch for any of Sponsor’s Sweepstakes Posts in your Twitter feed or at https://twitter.com/HP (“Website”). Tweet your response to the Sweepstakes Post with hashtag #Sweepstakes (altogether, the “Entry”) to receive one (1) entry into the random drawing. There is no charge to sign up for Twitter. You must be a registered user of Twitter to participate via this manner. If you do not have a Twitter account, follow the on-screen instructions to register for a free Twitter account at http://twitter.com. Entries submitted via this method will be deemed made by the authorized account holder of the Twitter account the entry is submitted from at the time of entry.

   (b) Facebook: Watch for any of Sponsor’s Sweepstakes Posts in your Facebook feed or at www.facebook.com/HP (also the “Website”). Submit a comment to the post with hashtag #Sweepstakes in the comment section of the Sweepstakes Post (altogether,
also an “Entry”) to receive one (1) entry into the random drawing. You must be a registered member of Facebook to enter the Sweepstakes via this method you and must have a public profile on the Facebook account used to enter in order to be contacted by Sponsor if he/she is selected as a winner. If you are not a registered member of Facebook, please visit http://www.facebook.com to register for a free account. Entries submitted via this method will be deemed made by the authorized account holder of the Facebook account the entry is submitted from at the time of entry.

Entries will not be judged. Limit one (1) entry per person per Sweepstakes Post per entry method (for a total of eight [8] entries). Sponsor reserves the right to verify all Entries. All Entries must be received during the Sweepstakes Period in order to be eligible for the drawing.

Any attempt to submit more than the maximum number of Entries using multiple/different social media accounts, identities or any other methods may void that entrant’s Entry. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than as set forth above. All Entry information becomes the property of the Sponsor.

Data rates may apply if entering with a mobile phone or other Web-enabled device. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges. If the Entry does not comply with these Official Rules, the administrator will have the right to reject the Entry.

By submitting an Entry, you agree that the Entry conforms to these Official Rules and the Entry Guidelines as defined in Rule #4 and that Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Sweepstakes if it believes that your Entry fails to conform to the Entry Guidelines or these Official Rules of this Sweepstakes.

4. ENTRY GUIDELINES: Entries must be original; may not have won previous awards; may not have been previously published; may not be obscene or indecent; cannot be sexually explicit or suggestive, profane or pornographic, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; cannot be offensive, endorse any form of hate or hate group; cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products or services, or other people, products or companies; cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; may not invade privacy or other rights of any person, firm or entity; may not in any other way violate any applicable federal, state or local laws or regulations or the Terms of Service on a Sweepstakes-related Website; may not contain any reference to any third party trademarks, names, or third party logos or any copyrighted components (including photographs, sculptures, paintings, quotes, slogans, and other works of art or images published on or in websites, television, movies or other media); and cannot contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses. Entries not in compliance with the Entry Guidelines may be disqualified.
BY SUBMITTING AN ENTRY, PARTICIPANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF SPONSOR'S DIGITAL AND SOCIAL ASSETS, AT SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, non-exclusive license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the participant.

ENTRIES POSTED TO THE WEBSITE ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, will not place Sponsor under any obligation, Sponsor is free to disclose or otherwise use the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

5. RANDOM DRAWING: Winners will be selected in a random drawing to be held on or about October 24, 2016 from among all eligible Entries received by an independent judging organization, whose decisions shall be final and binding in all matters relating to this Sweepstakes.

6. PRIZES/ODDS: Prizes (2): Each winner will receive one (1) HP Elitebook Folio Notebook. Approximate Retail Value (“ARV”): $999.00 each. Odds of winning depend on the number of eligible Entries received. Any difference between the stated prize value and actual prize value will not be awarded. Total ARV of all prizes is $1,998.00. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use, regardless of whether prize is used in whole or in part. Winners will be issued an IRS 1099 tax form for the actual value of the prize. Unclaimed prizes will not be awarded. Taxes, if any, on prize are the sole responsibility of the winner. Limit one (1) prize per person/household.

7. GENERAL CONDITIONS: As a condition of entering, participants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing) that Sponsor, administrator, Facebook, Inc., Twitter Inc., each of their parent, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (the “Released Parties”), will have no liability whatsoever for, and shall be indemnified and held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes or any Sweepstakes-related activities. Except where legally prohibited, winners grant (and agree to confirm this grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval.
By accepting a prize, each winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Each winner hereby waives in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify the winning Entries, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

8. WINNER NOTIFICATION: Winners will be notified on or about October 28, 2016 in one of the following manners, depending on method of entry:

(a) Twitter: Sponsor (@HP) will reply to potential winner’s tweet. Potential winner must respond to the notification within seventy-two (72) hours (as stated within the notification) or prize may be forfeited.

(b) Facebook: Sponsor (@HP) will reply to potential winner’s comment. Potential winner must respond to the notification within seventy-two (72) hours (as stated within the notification) or prize may be forfeited.

Sponsor is not responsible for any change in entrant’s email address, social media account, mailing address and/or telephone number. Prizes won by an eligible participant who is a minor in his or her state of residence may be awarded to a minor’s parent or legal guardian who must sign and return all required documents, if any. Winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release within seven (7) days of prize notification. If attempted notification is returned as undeliverable, if winner cannot be verified or if winner is otherwise unable to accept the prize as stated, if required documents are not returned within the stated number of days or if winner is otherwise disqualified, prize may be forfeited. Prizes will be shipped within 6-8 weeks of winner verification. If any prize is returned as undeliverable, prize will be forfeited and Sponsor shall have no further liability to award that prize.

9. LIMITATIONS OF LIABILITY: Neither Sponsor nor its agencies are responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered mail, Entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider, Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such
information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Sweepstakes; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of this Sweepstakes or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor is not responsible for injury or damage to participant’s or any other person’s computer related to or resulting from participating in this Sweepstakes or downloading or copying materials from or use of Website. If, for any reason, the Sweepstakes, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes and Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and randomly award the prize from among eligible non-suspect Entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Please see the Sponsor’s privacy policy at http://www8.hp.com/us/en/privacy/privacy.html for details of our policy regarding the personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may be included in a publicly-available winner’s list.

In no event will Sponsor, Released Parties, or their respective parents, affiliates, subsidiaries and related companies, their advertising or Sweepstakes agencies or all of their respective officers, directors, employees, representatives and agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the Website or downloading from and/or printing material downloaded from said Website. Without limiting the foregoing, everything on this Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow limitations of exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT AS PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

10. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of
limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN SPONSOR’S SWEEPSTAKES, EACH ENTRANT AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR PRIZE RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT AND PRIZE WINNER’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

11. GOVERNING LAW/JURISDICTION: By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of California, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of California, in Santa Clara County, California. By entering, entrants consent to the
jurisdiction and venue of the federal, state and local courts located in Santa Clara County, California, USA.

12. WINNER’S LIST: For the names of the winners, hand print your name and complete address on a 3” x 5” card and mail in a first-class stamped envelope to: HP “Reinvent the City” Folio Giveaway Winner’s List Request, 10 South 5th Street, 7th Floor, Dept. 922-786, Minneapolis, MN 55402. Requests must be received by November 25, 2016.


This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. You understand that you are providing your information to Sponsor and not to Facebook or Twitter. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Facebook or Twitter.