

# HP Trade-In and Save 2011 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 \$700 when you trade-in your old desktop laser / ink printer, any brand, any condition between January 1, 2011, and December 31, 2011. The customer can also receive up to an additional \$300 cash back when purchasing an HP Care Pack, and for a limited time if they trade-in a non-HP printer they can receive up to an additional \$50 more. Simply complete the trade-in on-line claim form, and provide proof of purchase of an eligible HP product and return an old desktop laser / ink printer for recycling. 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 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.)
- HP desktop LaserJets/Color LaserJets, non-HP laser desktop printers, and HP/non-HP inkjets qualify for the trade-in product, and in any condition. Floor standing units are not eligible.
- The customer must purchase one eligible HP printer and trade-in one HP or non-HP desktop laser / ink printer to qualify. Leased product: The promotion is available for new lease agreements entered into between an authorized HP reseller and an end user customer 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 the lease agreement cannot be supplied, an invoice that references the serial numbers of the new units that are associated with the new lease agreement must be submitted.
- **HP and any other Managed Print Services is NOT** eligible for this program.
- There is a maximum of 400 units that can be purchased and traded in per claim.
- This promotion is available to United States Customers only. Shipping costs for product(s) returned

from the state of Alaska or Hawaii will be deducted from the eligible cash back amount. If the shipping cost is equal to or exceeds the cash back value the customer will not receive a cash back value. However the customer is still eligible for free recycling.

- Trade-in products do not have to be in working condition.
- The HP Trade-In & Save program is available only for purchase(s)/lease(s) of eligible new Printer(s) directly from HP or through authorized HP resellers. The promotion is not valid on refurbished printers, reseller demo units, Try HP 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 trade.
- Eligible Products cash back will be calculated based on the purchase date by the customer or reseller as defined in the chart below:

**Eligible Products:**

<b>Product</b>	<b>Part #</b>	<b>Trade In and Save cash back as of January 1, 2011</b>	<b>Maximum Allowable cash back (Combination of eligible HP instant savings and Trade-in and Save Rebate)</b>	<b>Non-HP Trade-in Product Bonus cash back</b>
LaserJet P2035	CE461A	\$50	\$175	\$25
LaserJet P2035n	CE462A	\$50	\$200	\$25
LaserJet P2055d	CE457A	\$50	\$200	\$25
LaserJet P2055dn	CE459A	\$50	\$200	\$25
Color LaserJet CP2025n	CB494A	\$50	\$200	\$25
Color LaserJet CP2025dn	CB495A	\$50	\$275	\$25
Color LaserJet CP2025x	CB496A	\$50	\$225	\$25
LaserJet M2727nf	CB532A	\$50	\$225	\$25
Color LaserJet CM2320nf	CC436A	\$50	\$275	\$25
Color LaserJet CM2320fxi	CC435A	\$50	\$275	\$50
LaserJet P3015x	CE529A	\$250	\$500	\$50
LaserJet P4015dn	CB526A	\$500	\$550	\$50
LaserJet P4515x	CB516A	\$450	\$500	\$50
Color LaserJet CP4525dn	CC494A	\$250	\$300	\$50
Color LaserJet CP5225dn	CE712A	\$150	\$200	\$50
Color LaserJet CP5525dn	CE708A	\$250	\$300	\$50
LaserJet M3035xs	CC477A	\$250	\$550	\$50
Color LaserJet CM3530fs	CC520A	\$400	\$800	\$50
Color LaserJet CM4540fsk	CC421A	\$700	\$800	\$50
Color LaserJet CM4555fskm	CE504A	\$550	\$600	\$50
Officejet Pro 8500A eAll-in-One	CM755A	\$50	\$175	\$25
Officejet Pro 8500A Plus eAll-in-One	CM756A	\$50	\$200	\$25

<b>Officejet Pro 8500A Premium eAll-in-One</b>	CM758A	\$50	\$225	\$25
<b>HP Officejet Pro 8600 Plus eAll-in-One</b>	CM750A	\$50	\$200	\$25
<b>HP Officejet Pro 8600 Premium eAll-in-One</b>	CN577A	\$50	\$225	\$25
<b>Photo Premium fax eAll- in One (1/1/11 to 10/31/11 only)*</b>	CQ521A	\$50	\$250	\$10
<b>Photosmart eStation All- in One</b>	CQ140A	\$50	\$250	\$10

**Eligible HP CarePacks:**

<b>Product</b>	<b>Part #</b>	<b>Care Pack SKU #</b>	<b>Description</b>	<b>Trade In and Save cash back as of January 1, 2011</b>
<b>LaserJet P2035, P2035n</b>	CE461A, CE462A	UK929A/E	3 Yr ND Exchange	\$10
		UK932E	3 Yr ND On-Site	\$20
<b>LaserJet P2055d, P2055dn</b>	CE457A, CE459A	UK929A/E	3 Yr ND Exchange	\$10
		UK932E	3 Yr ND On-Site	\$20
<b>LaserJet CP2025n, CP2025dn, CP2025x</b>	CB494A, CB495A, CB496A	UL385A/E	3 Yr ND Exchange	\$10
<b>LaserJet M2727nf</b>	CB532A	H5471A/E	3 Yr ND Exchange	\$15
		H5478A/E	3 Yr ND On-Site	\$20
<b>LaserJet CM2320nf, CM2320fxi</b>	CC436A, CC435A	UJ574A/E	3 Yr ND On-Site	\$20
<b>LaserJet P3015x</b>	CE529A	UP872A/E	3 Yr ND On-Site	\$30
		UP874E	4 Yr ND On-Site	\$40
		UP876E	5 Yr ND On-Site	\$55
<b>LaserJet P4015dn</b>	CB526A	H5479A/E	3 Yr ND On-Site	\$40
		H2668E	4 Yr ND On-Site	\$55
		H2669E	5 Yr ND On-Site	\$70
<b>LaserJet P4515x</b>	CB516A	UJ516A/E	3 Yr ND On-Site	\$50
		UJ517E	4 Yr ND On-Site	\$75
		UJ518E	5 Yr ND On-Site	\$95

<b>LaserJet CP4525dn</b>	CC494A	US186A/E	3 Yr ND On-Site	\$60
		US188E	4 Yr ND On-Site	\$90
		US189E	5 Yr ND On-Site	\$115
<b>LaserJet CP5225dn</b>	CE712A	UT431E	3 Yr ND On-Site	\$50
		UT430E	4 Yr ND On-Site	\$75
		UQ502E	5 Yr ND On-Site	\$100
<b>LaserJet CP5525dn</b>	CE708A	UX964E	3 Yr ND On-Site	\$150
		UV280E	4 Yr ND On-Site	\$200
		UV279E	5 Yr ND On-Site	\$250
<b>LaserJet M3035xs</b>	CC477A	UE685A/E	3 Yr ND On-Site	\$65
		UE686E	4 Yr ND On-Site	\$95
		UE687E	5 Yr ND On-Site	\$125
<b>LaserJet CM3530fs</b>	CC520A	UK937A/E	3 Yr ND On-Site	\$75
		UL356E	4 Yr ND On-Site	\$120
		UL357E	5 Yr ND On-Site	\$150
<b>LaserJet CM4540fskm</b>	CC421A	UV259E	3 Yr ND On-Site	\$150
		UV264E	4 Yr ND On-Site	\$235
		UV265E	5 Yr ND On-Site	\$300
<b>LaserJet CM4555fskm</b>	CE504A	HN909E	3 Yr ND On-Site	\$150
		HP562E	4 Yr ND On-Site	\$235
		HP557E	5 Yr ND On-Site	\$300
<b>Officejet Pro 8500 eAll-in-One</b>	CM755A	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$15
<b>Officejet Pro 8500 Plus eAll-in-One</b>	CM756A	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$15
<b>Officejet Pro 8500 Premium eAll-in-One</b>	CM757A	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$15

<b>HP Officejet Pro 8600 Plus eAll-in-One</b>	CM750A	UQ209E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$15
<b>HP Officejet Pro 8600 Premium eAll-in-One</b>	CN577A	UQ212E	HP 3y Nbd Exch w/Enhanced Tech Phone Support Aio/Mobile OJ prtr -H SVC	\$15
<b>Photo Premium fax eAll-in One (1/1/11 to 10/31/11 only)*</b>	CQ521A	UG609E	HP 3 year Care Pack w/Next Day Exchange for Printers	\$15
<b>Photosmart eStation All-in One</b>	CQ140A	UX454E	HP 2 year Accidental Damage Protection with Next business day Exchange for Printing and Imaging	\$15

\*Purchases made November 1, 2011 or later are not eligible for the Trade-In and Save 2011 Promotion

**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.

National HP "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, the customer can take the higher of the two discounts. (Contact nicole.barrett@hp.com for any exceptions). 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 customer does not qualify for any additional cash back allowance, they may still be eligible to receive the free shipping and free recycling, based on the fact that a new eligible printer was purchased. If the customer is only eligible for free recycling and free shipping then they must first 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. Once the customer has completed the manual claim form, and has provided the documentation needed to show that an eligible trade-in product has been purchased, the customer will follow the same process as outlined above.

**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 cash back allowances:**

Customers who buy directly from HP, who are prohibited by law or contract from receiving a mail-in cash back allowance, 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 cash back amount will be credited to the customer's purchase order. **This process is specific to customers that have HP customer account numbers who purchase direct from HP only** (SMB or Enterprise customers).

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

- Authorized HP resellers may submit claims on behalf of their end-user customer by following the same claim process outlined below.
- **Resellers may not submit claims on behalf of themselves.**
- 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.
- 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.
- 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.

### Program steps and timing

- Purchase (while supplies last) an eligible HP printer between January 1, 2011, and December 31, 2011, and trade-in your old desktop laser / ink printer any brand, any condition. Add the purchase of an eligible HP Care Pack Service between January 1, 2011, and December 31, 2011, to your eligible hardware purchase and earn a larger rebate. If you purchase 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 form.
- The claim must be submitted within 45 days of purchase invoice date or February 14, 2012, whichever occurs sooner.
- If a non-HP product is to be returned, correctly complete the on-line claim form to show that non-HP product will be traded. You may be eligible for additional cash back.
- The Proof of Purchase must be received within 30 days from claim submission date. 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:
  1. Your proof of purchase (sales invoice) dated between January 1, 2011, and December 31, 2011.
  2. Your confirmation email
- Please write the serial number(s) of your new printer(s) on the sales invoice(s) prior to faxing/mailing, if they are not already included. These documents must be submitted within 30 days of your claim submission date or before March 14, 2012, whichever occurs sooner. Keep a copy of your entire claim for your records.  
Contact information for submitting claims:  
Email: [hptradesave@marketvelocity.com](mailto:hptradesave@marketvelocity.com)  
Fax: 678-730-0420

US 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 April 14, 2012, whichever occurs first.
- Upon validation of the return of the of eligible trade-in product and Proof of Purchase of eligible new product with serial numbers, a check is issued within 6-8 weeks from the date the trade-in for recycling products were received. 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) 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. If the customer is only eligible for free recycling and free shipping then they should first 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. Once the customer has completed the manual claim form, and has provided the documentation needed to show that an eligible trade-in product has been purchased, the customer will follow the same process as outlined above.

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

- The trade-in products must be located in the U.S. only. Shipping costs for product(s) returned from the state of Alaska or Hawaii will be deducted from the eligible cash back amount. If the shipping cost is equal to or exceeds the cash back value the customer will not receive a cash back value. However, the customer is still eligible for free shipping & recycling. The person(s) shipping the product back is responsible in ensuring the shipment meets all transportation safety standards.
- 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. Some restrictions do apply. Only desktop printers will be accepted for trade-in.
- The customer is responsible for paying for proper packaging to ship the trade-in unit.
- 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 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.
- 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. 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.
- HP reserves the right to delay payment, and/or review all claims that require investigation due to suspicious activity.
- All products returned as part of this program are sent to an HP approved recycler. HP is not responsible for any data that may still reside on a machine. If applicable, the customer should take necessary precautions to clear any sensitive information from devices.

### **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.

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. 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 October, 2011).