

It Pays to Trade HP Networking Promotion



Manual Claim Form



Please complete the following steps to participate in the It Pays to Trade HP Networking Promotion:

Step one:

Review the Terms and Conditions listed below to be sure you qualify for this cash back offer.

Step two:

Complete the Claim Form listed below. Please print neatly and complete all fields. Incomplete Claim Forms will be automatically rejected and must be completed and resubmitted to be processed.

Step three:

Fax the completed, signed, and dated Claim Form to 770-217-4148

or scan and email it to hpnetworking@marketvelocity.com

or mail to the following address:
Market Velocity Inc
It Pays to Trade HP Networking Promotion
1305 Mall of Georgia Blvd, Suite 190
Buford, GA 30519

The last day to file a claim is October 31, 2011.

Step four:

After your Claim Form is received and processed, you will receive a confirmation email with a quote number and the total trade-in amount that will be issued. Canadian customers will be shown US values and paid in US dollars.

If you do not receive a confirmation email within two business days, please call 1-888-593-3835 Monday - Friday 8:00 AM to 8:00 PM, Eastern Time (English only) or email hpnetworking@marketvelocity.com.

Step five:

Within 30 days from your Claim Submission date*, fax the purchase invoice for your new HP Networking product(s) to 770-217-4148 or scan and email it to hpnetworking@marketvelocity.com.

Please include your quote number on the cover sheet of your fax or on the purchase invoice. The new HP Networking product(s) must be purchased with an invoice date between 30 days before and 30 days after the Claim Submission date. However, **no invoice may be dated later than October 31, 2011. Each invoice for new purchases must be submitted no later than 30 days after the invoice date.**

Step six:

You will receive return shipping instructions for your old hub, switch, router, or wireless device. **The trade-in unit(s) must be shipped within 60 days from the Claim Submission date* using ONLY the prepaid shipping label(s)/placard(s) that we provide.**

Step seven:

Trade-in Cash Back checks will be issued within approximately 6 to 8 weeks after the Purchase Invoice has been validated and the receipt of your traded product(s) has been completed, whichever is later.

It Pays to Trade HP Networking Promotion Terms & Conditions

HP's Partnership with Market Velocity, Inc.

HP Trade-In is a service provided to HP customers by Market Velocity, Inc. (MVI), an independent third party. Hewlett Packard (HP) is not involved in the transaction 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

Customers can receive a cash back amount of 5% of the Internet List Price (up to the maximum amounts stated below) on eligible HP Networking products when they trade-in any hub, switch, router, or wireless device and purchase a qualified HP Networking product from the eligible products list found at www.hp.com/united-states/tradein/promo/networking/eligible_products_list.pdf (pursuant to these Terms and Conditions for the It Pays to Trade HP Networking Promotion [the "Promotion"]).

- The new HP Networking product(s) must be purchased with an invoice date between 30 days before and 30 days after the Claim Submission date. However, **no invoice may be dated later than October 31, 2011.**
- **All invoices for new purchases must be submitted no later than 30 days after the invoice date.**
- **The last day to file a claim is October 31, 2011.**
- The total number of ports purchased must be within plus or minus 20% of the total number of ports traded in.
- The money distributed to the user for the trade-in ("Cash Back") may be referred to in individual program and promotion documents variously as a "refund," "rebate," "trade-in allowance," "cash back," or other similar phrase.

Trade-in proof-of-ownership requirements

The end-user must warrant that all trade-in equipment has been owned 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. The end-user is 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.

Program rules and requirements

- Any hub, switch, router or wireless device can be traded-in.
- New HP Networking purchase product must be from the list found at www.hp.com/united-states/tradein/promo/networking/eligible_products_list.pdf.
- The total number of new purchase ports must be within plus or minus 20% of the total number of trade-in ports.
- The new HP Networking product(s) must be purchased with an invoice date between 30 days before and 30 days after the Claim submission date, However, **no invoices may be dated later than October 31, 2011.**
- When submitting your online networking trade-in request, each entry must consist of two parts: the networking trade-in information and the corresponding HP Networking by purchase. Thus, for each networking trade-in model there must be a corresponding HP Networking purchase. If your networking trade-in request cannot be entered in this manner, please contact customer service to receive a manual claim form.
- **All invoices for new purchases must be submitted no later than 30 days after the date of the invoice.**
- **The last day to file a claim is October 31, 2011.**
- **Only end-user customers are eligible to qualify for trade-in cash back through this Promotion.** Without a valid assignments of end-user cash back, HP's channel partners (resellers and distributors) are not eligible to receive trade-in cash back through this Promotion. Sales from reseller-to reseller, distributor-to-reseller, or any other sales to a non-end user are not eligible for this promotional offer.
- Sales through non-authorized resellers are not eligible for this offer.

- Employees of Hewlett-Packard, agencies of Hewlett-Packard, distributors of Hewlett-Packard, and resellers of Hewlett-Packard products, their employees and families are not eligible for this promotional offer.
- **All incomplete claims will automatically be rejected, and must be completed and resubmitted to be processed.** If any claim matches one or more of the following criteria, it will be considered an incomplete claim: missing any information requested on the claim submitted, missing proof of purchase, invoice with invalid purchase date, invalid trade-in product(s) and/or trade-in product(s) are not shipped within the 60 day limit.
- The end-user customer's invoice is used as proof of purchase. Invoices that appear to be modified or illegible will not be accepted. HP reserves the right to verify any and all information submitted on invoices. HP shall make all determinations regarding the validity of the invoices and all such decisions shall be final.
- The same purchaser company name must appear on claim submission and the supporting invoices
- If claims and/or purchase invoices for qualifying products are received after the expiration date of this Promotion, the claim will be cancelled and become void.
- This offer is valid only in the continental United States of America and Canada. Canadian customers will be shown US values and paid in US dollars.
- This promotional offer is not valid on the purchase of used or leased equipment.
- **All claims will be audited. Hewlett-Packard reserves the right to request additional information and documentation to support the claim. All documents submitted with the claim become the property of Hewlett-Packard Company and will not be returned. Please retain a copy of your claim form and all documents submitted for your records.**
- Order cancellation and/or product return nullifies the claim and HP reserves the right to audit all transactions.
- All decisions by HP are final.
- Only one Cash Back amount may be claimed per new eligible product purchased by either the end-user or by an HP authorized reseller with a valid assignment, but not by both. The end-user accepting these promotion Terms and Conditions must be the one making the trade-in Cash Back claim and is the "Cash Back Designee" until and unless a valid assignment to an authorized 3d party or reseller is accepted by HP. The trade-in Cash Back check will be made out ONLY to the Cash Back Designee.

- HP is not responsible for late, lost, stolen, misdirected, illegible, incomplete or postage-due claims/requests or for any printing, human, fax, computer or other errors. Nonconforming submissions will not be acknowledged or processed.
- All documentation submitted for this Promotion becomes the property of HP and will not be returned.
- Offer not transferable

Combining with special pricing or other promotions

Standard discount guidelines must apply to the pricing of the purchased product. **Combining the It Pays to Trade HP Networking Promotion with Big Deal, Contract, Public Sector, or other special pricing programs is subject to HP Networking management approval. The It Pays to Trade HP Networking Promotion cannot be stacked with any HP networking End-User Mail-in Rebates.**

Program steps and timing

See "Step one" through "Step seven" at the top of this form.

Reseller authorization form

If an end-user customer would like for the trade-in cash back check to be sent to their HP channel partner, please request a form from Customer Service, print the form on your company letterhead, and fax it along with your proof of purchase to 770-217-4148 or scan and email it to hpnetworking@marketvelocity.com.

Trade-in pickup and delivery

- The trade-in products must be located in the continental U.S or Canada.
- You are responsible for the de-installation and packaging of the trade-in product(s). HP may or may not provide packing materials and pay for shipping depending on the product being traded. Details on packaging and shipping will be provided with your trade-in quote.
- Once your trade-in product is shipped, Market Velocity cannot, and does not guarantee, that it will be able to honor any request for return of the product.

Receipt and validation of trade-ins by MVI

- MVI shall not be responsible for the loss, safekeeping, or maintenance in confidence of any data resident on the trade-in products.
- The trade-in products must be shipped within the timeframe as set forth above.
- All trade-in products are subject to inspection and acceptance by MVI upon receipt and prior to issuance of any rebate.

- The trade-in product number, model number, its configuration and condition must match what was provided to MVI according to the Program instructions. If they do not match, MVI reserves the right to recalculate the trade-in rebate quote value or return the trade-in product, if possible. If the product is returned, the Rebate 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. 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.
- Title of the trade-in product passes at the earlier of either the Cash Back Designee receiving the trade-in rebate 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.

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 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.

*A "Confirmation Email" is sent after the manual claim form has been processed. The Claim Submission date is the date the "Confirmation Email" is sent.

