

HP Notebook PC, Desktop PC and Workstation PC Trade-In Program Terms and Conditions



Replace your old PC and we'll pick it up and recycle it for you. Even better you can receive a cash reward for your business of up to \$1500 (this is based on a purchase of 20 eligible desktops, notebooks and workstations, \$75.00 rebate for each Trade-In).

Simply purchase an HP ProBook 6550b powered by the super-efficient Intel Dual Core i5-530m 2.53 GHz processor before 31st October and take advantage of this great offer. Offer also available on other selected HP Desktops, Notebooks and Workstations. Visit www.hp.com.au/replace for more details

All data stored on any Trade-In Product must be deleted before Trade-In Product is returned to HP. Once Trade-In Product is returned to HP, HP will not be liable for the loss of any data or software stored or loaded on any Trade-In Product. You indemnify HP against any third party claim against HP in connection with HP's possession, handling or destruction of any data stored or loaded onto the Trade-In Product.

1. The full Trade-In terms and conditions that form part of this promotion are set out below. Please note that you are obliged to accept these Trade-In terms and conditions before a claim can be completed.
2. Selected products that are eligible to receive the Trade-In Rebate are set out in Clause 8 below.
3. "Participant" means a business trading in Australia who purchases an Eligible Product from either the HP Australia Online Store or a Participating HP Reseller in Australia during the Promotional Period and is the end user of that Product. The Promoter, its related bodies corporate, Resellers of HP products and any agencies associated with this Promotion their employees and those employees' immediate families are ineligible to participate
4. "Promoter" means Hewlett-Packard Australia Pty Ltd (ABD 74 004 394 763) or 353 Burwood highway, Forest Hill, Victoria, 3131.
5. The "Promotional Period" commences on 16 August 2010 and closes on 31 October 2010 (inclusive). This Promotion is not valid in conjunction with any other offer, special or bid pricing, or any other promotional product bundle.
6. All data stored on any Trade-In Product must be deleted before Trade-In Product is returned to HP. Once Trade-In Product is returned to HP, HP will not be liable for the loss of any data or software stored or loaded on any Trade-In Product. You indemnify HP against any third party claim against HP in connection with HP's possession, handling or destruction of any data stored or loaded onto the Trade-In Product.
7. To be eligible for this Promotion the Participant must:
 - a. Within the Promotional Period, purchase in Australia from the HP Australia Online Store or a Participating HP Reseller HP Eligible Products listed in Clause 8 below;
 - b. Correctly and fully complete an official trade-in application (Trade-In Request) online claim form at www.hp.com.au/replace with all required information and attachments including proof of purchase documents no later than 5PM EST on 10 November 2010.
 - c. The Participant must make the Trade-In Product(s), together with all relevant attachments, accessories and/or peripherals, available for collection within 7 days of the date on which the Trade-In Request is placed and no later than 5PM EST on 17 November 2010.
8. Eligible Products:

The following products are eligible for a \$75 rebate for each Trade-In Product Collected.

HP Desktop PC Part Numbers:

WL814PA, WL830PA, WL815PA, WL831PA, WL907PA, WL908PA, WL816PA, WL832PA, WL872PA, WL873PA, WZ450PA, WL833PA, WL909PA, WL910PA, WL871PA, WL834PA, WM187PA, WM188PA, WM189PA, WM190PA, WM382PA, WM383PA, WM191PA, WM192PA, WM193PA, WM194PA, WM195PA, WM196PA, WM197PA, WM198PA, WM384PA, WM385PA, WL911PA, WL912PA

HP Notebook PC Part Numbers:

XD157PA, XD158PA, XB756PA, XB757PA, XB760PA, XB761PA, XB763PA, XB762PA, XB753PA, XB754PA, XB755PA, WR011PA, WR012PA, WR014PA, WR015PA, WT956PA, WT957PA, WT958PA, WL653PA, WL654PA, XL179PA, XL180PA, WL655PA, WL656PA, WL657PA, WL659PA, WL660PA, XL181PA, XL182PA, WL661PA, WL662PA, WL663PA, WZ083PA, WP389PA, WP390PA, WP391PA, WZ084PA, WP435PA, WP437PA, WZ085PA, XP884PA, XP885PA, XP890PA, XP891PA, XP892PA, XP893PA, XP894PA, XP895PA, XP886PA, XP887PA, XP888PA, XP889PA, XP898PA, XP899PA, XP900PA, XS176PA, XS177PA, XS178PA, XS179PA, XS180PA, XS181PA, XS182PA, XS185PA, XS186PA, XS187PA, XS188PA, XS189PA, XS190PA, XS191PA, XS183PA, XS157PA, XS158PA, XW005PA, XS159PA, XS184PA

HP Workstation PC Part Numbers:

XM725PA, WR607PA, WR608PA, WR609PA, WR610PA, XC121PA, XA873PA, XC117PA, XC118PA, WN261PA, WN262PAPA, XA851PA

The following products are eligible for a \$150 rebate for each Trade-In Product Collected.

HP Workstation PC Part Numbers:

WX505PA, WX506PA, WX285PA, WX282PA

9. Under the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* there is a limit of **twenty** Products per Participant that can be traded in and a Trade-In Rebate received during the Promotional Period. The **twenty**-unit limit per Participant will be measured by the ABN number of the company submitting the trade-in request. There will be no Trade-In Rebate for any products traded in over and above. HP reserves the right to charge a fee for logistics and/or recycling of these products.

Trade In Terms and Conditions

The following terms and conditions apply to your participation in any trade-in program (Trade-In Program) run by Hewlett-Packard Australia Pty Ltd (ABN 74 004 394 763) (HP) to which these terms and conditions apply. By applying for or accepting the Trade-In Program or Trade-In Rebate, or by placing a Trade-In Request, you agree to these terms and conditions.

1. **The Program:** You may be eligible for a Trade-In Rebate for the return of old equipment (the Trade-In Product(s)) to HP as identified prior to, at the time of or after ordering new HP Product(s), and advised to the nominated HP sales representative or authorised HP reseller (Reseller) as appropriate. Subject to these terms and conditions, HP will offer you a rebate (Trade-In Rebate) for Trade-In Products when you purchase new HP Product(s), all such products being identified in the Trade-In value calculator or the Trade-In Request.
2. **Eligible Products:** The eligible new HP Product(s) against which old HP or Non-HP Trade-In Products can be traded in, and the eligible Trade-In Products, may be determined from time to time and are defined in Clause 8 of the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* terms and conditions. Only one Product can be traded-in against one new HP Product purchased, and the Trade-In Product must be in the same product category as the new HP Product purchased. Under the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* only old PC products excluding monitors are eligible to be traded in against the new HP products eligible in the programme. If you have old monitors that you would like to recycle please visit www.hp.com/recycle or call our recycling team on 1800 820 447.
3. **The Promoter may specify additional eligibility criteria, including (without limitation) restrictions on the number of trade-in transactions that are permitted.** HP may request the serial numbers of the Trade-In Products and new HP Products from the Participant or the authorised reseller.
4. **New Product(s) Purchase Order:** To be eligible for a Trade-In Rebate, you must place a purchase order for new HP Product(s) within the time frame during which the respective Trade-In Program is offered. Notwithstanding anything else in these terms and conditions, no Trade-In rebate is available for Trade-In Products traded in against new HP Product(s) ordered under a leasing or rental agreement unless you have full and unencumbered title to the Trade-In Products
5. **Trade-In Request:** You must make a trade-in application (Trade-In Request) on the Trade-In web portal within the time period in which the respective program is valid.
6. **Trade-In Rebate:** The estimated amount of the Trade-In Rebate is determined by the Trade-In value calculator (or similar calculation tool). The estimated amount will be provided in the currency noted in the Trade-In value calculator and will include any applicable goods and services or other value added tax. That estimate is based on the information provided by you, and all Trade-In Rebates are subject to change without notice. HP reserves the right to vary the amount of the Trade-In Rebate if the actual characteristics of the Trade-In Product do not match the information provided by you, if the Trade-In Request was made after the expiration of any relevant price validity period (for example, the period identified by the Trade-In value calculator) or you are in breach of a warranty given under these terms and conditions in clause 12. HP also reserves the right to correct the Trade-In Rebate at any time prior to payment where there has been a typographical or other error in the values used or generated by the Trade-In calculator. HP can set-off the Trade-In Rebate against any charges payable or deductions made under this agreement (see clauses 6, 8 and 11). In general, the Trade-In Rebate may not exceed 50% of the purchase price of the corresponding new HP Product(s), but The Promoter may impose other restrictions on the amount of the Trade-In Rebate.
7. **Form of Payment:** Payment of the Trade-In Rebate will be made by way of electronic funds transfer. If you request that payment be made by cheque, HP reserves the right to charge an administration fee of \$5, which will be deducted from the Trade-In Rebate.
8. **Payment:** Subject to any provision to the contrary in the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* terms and conditions payment of the Trade-In Rebate is subject to you uploading a copy of the tax invoice (proof of purchase) for the new HP Product(s) purchased on the Trade-In web portal. Payment also is subject to you providing correct bank account and contact details. Subject to any provision to the contrary in the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* terms and conditions, HP will release the payment after the Trade-In Product(s) is received, inspected and accepted by HP (or its agent or contractor). HP may at its discretion release the credit at an earlier date, but not earlier than the completion of the sale of the new HP Product(s). By agreeing to the terms and conditions, you agree that you are also entering into a Recipient Created Tax Invoice Agreement (RCTI) with HP for the amount of the Trade-In Rebate. HP will forward a completed RCTI once payment of the Trade-In Rebate has been finalised.
9. **Collection of Trade-In Product(s):** Subject to any provision to the contrary in the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* terms and conditions payment of the Trade-In Rebate is subject to you making the Trade-In Product(s), together with all relevant attachments, accessories and/or peripherals, available for collection within 7 days of the date on which the Trade-In Request is placed. Where there is more than one Trade-In Product all Trade-In Product(s) must be made available for collection at the same time and at the same location unless otherwise instructed by HP. You must ensure that the Trade-In Product(s) are de-installed and appropriately packaged in a box or transport by the time of collection. The collection of the Trade-In Product(s) by or on behalf of HP is final, and no Trade-In Product(s) or any part thereof will be returned to you. Subject to any provision to the contrary in the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* terms and conditions, there will be no charge for collection of Trade-In Products from capital city metropolitan areas. The "capital cities"

covered are Adelaide, Brisbane, Canberra, Darwin, Hobart, Melbourne, Perth and Sydney. Trade-In Product(s) to be collected from outside that area will incur a shipping charge which will be deducted from the Trade-In Rebate. HP will provide a quote for such shipping charges. HP reserves the right to request consolidation of your Trade-In Product(s) to designated shipping points. Subject to the *HP Notebook PC, Desktop PC and Workstation PC Trade-In Program* terms and conditions, HP reserves the right not to collect and/or not to pay for the collection of the Trade-In Product(s). HP may also, at its discretion, collect other products that are not part of the Trade-In Program for recycling or resale, subject to you disclosing the type and volume of such products at the time the collection is arranged. There will be no Trade-In Rebate for these products, and HP reserves the right to charge a fee for logistics and/or recycling of these products.

10. Title to Trade-In Product(s): Title to the Trade-In Product(s) will pass from you to HP upon collection of the Trade-In Product(s) by or on behalf of HP. Risk of loss of, or damage to, the Trade-In Product(s) will remain with you until such collection. This does not limit your obligation to ensure that any Trade-In Product is appropriately packaged for transport.
11. Processing of Trade-In Product(s): You will be responsible for completing and lodging the Trade-In Request and for making the Trade-In Product(s) available for collection within the required timeframe.
12. Default: If Trade-In Product(s) are not available for collection within the appropriate timeframe, are not transferred to HP complete or if you otherwise breach this agreement (including any warranty given), you acknowledge that HP may at its option and discretion and without limiting its other rights at law:
 - a. Accept the Trade In Product(s) in whole or in part (at HP's discretion as to amount), or
 - b. Reject the Trade-In Product(s),

And in either case withhold, or (if a payment has already been made) require the repayment of, part (at HP's discretion as to amount) of the payment to which you otherwise would have been eligible.

13. Warranties: You warrant to HP that:
 - a. When collected, each Trade-In Product will be complete. "Complete" means that the Trade-In Product is as described on the Trade-In Request and will include, at a minimum, all hardware, software and component parts.
 - b. When collected, each Trade-In Product and its contents will be free of restrictions, contamination, encumbrances or on-going payment obligations
 - c. You own the Trade-In Product and use the Trade in Product(s) for your own business and/or personal purposes.
 - d. You will transfer clear title to HP upon collection.
 - e. You are not a rental company, leasing company, brokerage house or agent thereof.
 - f. Each Trade-In Product was originally purchased by you:
 - i. From the original vendor of the product or an authorised reseller of that vendor;
 - ii. Not via an auction process;
 - iii. As a new or remarketing product with a full manufacturer's warranty of at least 12 months
14. Indemnities: You will defend, indemnify and hold harmless HP from all claims, losses, liabilities, damages, costs and expenses suffered by HP arising out of or in connection with your acts or omissions under this agreement, including, without limitation, breach of any warranty given by you, except to the extent that the claim, loss, liability or damage arises as a result of negligence by HP.
15. Separate Transactions: The acquisition of new HP Product(s) by you is a separate transaction to the supply of Trade-In Product(s) by you to HP. The supply of Trade-In Product(s) is a sale of this equipment by you to HP that is subject to the completion of the sale of the new HP Product(s) to you.
16. The Promoter will accept no responsibility for late, lost or incorrect claims. Further, to the extent permitted by law, the Promoter excludes liability for any problems or technical malfunction or any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorized intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to Participants' or any other person's computer related to or resulting from participation in or down-loading any materials in respect of this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows a Participant to automatically enter repeatedly is prohibited and will render all entries submitted by that Participant invalid. If the Promoter has not entered into any correspondence with the Participant prior to the 17th November 2010 it is the responsibility of the Participant to contact the Promoter to ensure their claim has been received and/or has been verified.
17. The Promoter reserves the right to modify or extend the closing date and criteria of this Promotion at its discretion
18. Entries will be deemed invalid if the same tax invoice number is used on more than one entry.
19. The Promoter's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into, except as otherwise state in these terms and conditions. No correspondence will be entered into after 6 weeks of closing date of this Promotion.
20. Claims are not transferable or assignable. Only the Participant who purchased an Eligible Product may submit a claim.
21. Once claims have been received and verified please allow up to 75 days for receipt of the reward.

22. The Promoter does not accept any responsibility for misleading or incorrect information provided by a reseller regarding this Promotion.
23. Liability for any tax on any prizes provided to Participants pursuant to this Promotion shall be the sole responsibility of the Participant. It is recommended that Participants should contact their own accountant or taxation advisor in this regard.
24. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including, without limitation, indirect or consequential loss), or for a personal injury suffered or sustained, as a result of participation in this Promotion, except for any liability which cannot be excluded by law.
25. All claims become the property of the Promoter. The Promoter collects your personal details in order to conduct this Promotion, and may pass that information to its related bodies corporate and agencies assisting with the promotion, which may be outside Australia. If the information requested is not provided, you may not participate in this Promotion. The Promoter will use the information contained in the entry form to contact you if it has any queries regarding claims, and to send prizes. If you give your consent HP may contact you from time to time with information about special offers and products and services that may interest you, but you may unsubscribe later if you no longer wish to receive marketing information. You may also contact the Promoter to change your details. Further information on HP's privacy policy can be obtained from: <http://www.hp.com/countryau/eng/privacy.htm>
26. These terms and conditions shall be governed by and construed in accordance with the laws in force in New South Wales, Australia. © 2010 Hewlett-Packard Development Company LP.

Agreement between Recipient and Supplier for the Provision of Recipient Created Tax Invoices (RCTI)

1. Purpose of this Agreement

1.1 The Recipient and the Supplier wish the Recipient to issue RCTIs for Supplies made by the Supplier to the Recipient that are Taxable Supplies.

1.2 The parties acknowledge that the Recipient cannot issue a RCTI unless:

(a) the RCTI is issued under an agreement that meets the requirements of clause 4(f) of A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No.1) 2000 ('the Determination'); and

(b) all other requirements that must be satisfied for a RCTI to be issued by the Recipient to the Supplier are satisfied.

2. Definitions

2.1 In this Agreement, unless the contrary intention appears, the following meanings apply:

'Adjustment Event', 'Adjustment Note', 'Recipient Created Tax Invoice', 'Tax Invoice' and 'Taxable Supply' have the meaning given to those terms in the A New Tax System (Goods and Services Tax) Act 1999;

'Agreement' means the clauses of this Agreement and any attachments;

'RCTI' means a Recipient Created Tax Invoice or a copy of a document satisfying the requirements of a Recipient Created Tax Invoice; and

'Supplies' mean the goods or services provided by the Supplier to the Recipient and which are Taxable Supplies.

'Supplier' means the supplier, as designated by ABN and associated Provider Number(s) (where relevant, and as amended from time to time).

2.2 In this Agreement, unless the contrary intention appears, the following meanings apply:

(a) a reference to a person includes a partnership or body whether corporate or otherwise;

(b) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(c) words in the singular number include the plural and vice versa;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and

(e) a reference to any statute or other legislation (whether primary or subordinate) is to that statute or other legislation as amended or replaced from time to time.

3. Supplies to which this Agreement relates

This Agreement relates to the Supplies to the extent that they are Taxable Supplies made by the Supplier to the Recipient.

4. Terms for issuing RCTIs

4.1 The Recipient and the Supplier agree that, subject to clause 5:

(a) the Recipient will, within 28 days of making, or determining, the value of the taxable supply, issue to the Supplier a RCTI in respect of that Supply;

(b) the RCTI may be issued by the Recipient in electronic format; and

(c) the Supplier will not issue to the Recipient Tax Invoices in respect of that Supply.

4.2 The Supplier acknowledges that it is registered for GST on the date this Agreement was made and agrees that it will immediately notify the Recipient if the Supplier ceases to:

(a) be registered for GST; or

(b) satisfy the requirements of GSTR 2000/10.

4.3 The Recipient acknowledges that it is registered on the date this Agreement was made and agrees that it will immediately notify the Supplier if the Recipient ceases to:

(a) be registered for GST; or

(b) satisfy the requirements of GSTR 2000/10.00/10.