

## Terms and conditions

Your participation in the Hewlett-Packard (HP) PurchasEdge program (the “Program”) is governed by these terms and conditions.

Updated: December 2010

### Outline

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### 1. ELIGIBILITY CRITERIA

- a. Enrollment in the Program is limited to business, education, and state and local government customers eligible to participate in the HP PurchasEdge program (each, a “Participant”).
- b. Participation of customers with special non-contractual pricing terms is subject to approval from an HP representative.
  - i. Customers with Managed Print Services contracts from either HP or Resellers—special pricing agreements—on select HP supplies cannot earn PurchasEdge points for those purchases.
- c. Program is valid for customers in the 50 United States and Canada only.
  - i. U.S. state and local government customer applications require additional review and approval to ensure compliance with procurement regulations.
  - ii. Embassies and federal agencies are not allowed to participate in the Program.
  - iii. Canadian government agencies are not allowed to participate.
- d. Program is limited to one entry per business location. Program is limited to one entry per state and local government or education entity or organization.
- e. You must report changes in Participant name, address, phone number or e-mail address in writing through the Program website profile, through business-reply cards or by e-mailing the PurchasEdge Support Center at support@purchasedge.com.
  - i. Only the main contact on an account is permitted to make changes to the company profile.
- f. Participant account administration:
  - i. Each Participant must assign a single account administrator.
  - ii. It is the Participant’s sole responsibility to notify PurchasEdge representatives of the termination or reassignment of its account administrator.
- g. HP, its dealers, distributors, resellers, affiliates and subsidiaries, buying consortiums, and its advertising and promotion agencies and their employees cannot participate in the Program.

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## 2. HOW TO EARN POINTS

- a. Purchases of qualifying products earn points. HP shall, at its sole discretion, award points based upon accurate data that HP receives.
- b. All new HP LaserJet and inkjet monochrome and color print cartridge purchases (not including accessories) qualify for points. Select HP LaserJet, inkjet, large-format media and storage products qualify for points. Purchases of other media products, other accessories and hardware are not included in the Program and therefore do not qualify for points. Purchases of remanufactured or refilled cartridges do not qualify for points.
- c. Points will be awarded on a prorated incremental basis at the ratio of one point for every \$4 (U.S. dollars) in qualifying purchases. Points can be redeemed for products specified at **www.purchasedge.com**. Points are eligible for expiration two (2) years after the date of purchase.
- d. For Canadian residents, the PurchasEdge exchange rate for each new quarter will be based on the average currency exchange rate during the previous quarter. This new exchange rate will be posted on the PurchasEdge website within the first two weeks of the then current quarter.
- e. Proof of purchase is required to earn points. Participants must submit copies of invoices or purchase reports from resellers as proofs-of-purchase, or resellers can upload Participant purchase data electronically. Certain accounts are required to submit purchase data electronically; for these accounts, invoices and purchase reports will not be accepted.
  - i. Required information includes the following: Participant name and account number, reseller name and reseller ID (RID), invoice number, invoice date, qualifying HP product number, quantity of each item ordered and price paid per item.
  - ii. Participants and/or their resellers may submit proof-of-purchase data only for the country in which the HP printing supplies were purchased and used; U.S. Participants earn points for printing supplies purchased and used in the U.S., while Canadian Participants earn points for printing supplies purchased and used in Canada. Participants whose companies have locations in both the U.S. and Canada must use two different PurchasEdge account numbers, one for each country.
  - iii. Participants must use a reseller located in the same country.
- f. HP will not return invoices or purchase reports, so we encourage you to keep copies of all submitted materials, including invoices or purchase reports submitted on your behalf by your reseller.
- g. Invoices, purchase reports and electronic uploads may be submitted weekly or monthly.
- h. All inquiries regarding point accrual must be submitted within 120 days of the invoice/purchase date in question.
  - i. To be eligible for Program credits, HP must receive Participant invoices within ninety (90) days of the original invoice date.
  - j. HP may, at its discretion, terminate a Participant's account if no qualifying purchasing activity takes place within a 12-month period. Should such termination occur, all points accrued under the Program shall immediately expire.
- k. Program credits will not be earned for returned purchases.
- l. Only PurchasEdge Participants can receive PurchasEdge points for recycling through the HP Planet Partners program. Cartridges submitted through the recycling program cannot exceed cartridges submitted through the PurchasEdge program.
- m. You will begin earning points for eligible purchases on the date HP issues approval of your participation in the Program. All invoices dated prior to such approval will not be accepted for points.

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### 3. POINTS NOTIFICATION

- a. Each quarter, Participants will receive e-mail statements reflecting point total and account activity.
- b. HP will post Participant point totals and account activity on the Program's secure website, **www.purchasedge.com**, accessible via Participant login.
- c. Please allow up to six weeks from HP's receipt of proof-of-purchase for posting of credits on the Program website.
- d. You must address your questions regarding the quarterly statement or the website to a PurchasEdge Support Center representative at 1-888-264-6599 within 60 days of the date of your statement.

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### 4. POINTS REDEMPTION

- a. The website, **www.purchasedge.com**, will list the products available for redemption and the number of points needed for each product.
- b. Points may not be redeemed for products that are not listed on **www.purchasedge.com**. The Program does not offer desktop computers, laptops, monitors or print cartridges for redemption.
- c. You may redeem points via fax, mail or the website. If you are redeeming points via fax, dial 1-888-264-6598; if doing so by mail, send to Hewlett-Packard Company, P.O. Box 627, Orchard Park, NY 14127-0627. For orders placed by fax or mail, please allow 6–8 weeks for your account balance to be updated. If you are redeeming points via the website, your account will be automatically updated.
- d. Points are non-transferable, non-refundable and have no surrender value. Accounts may not be combined.

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### 5. FULFILLMENT OF REDEEMED PROGRAM POINTS

- a. A packing slip will accompany each shipment, outlining the contents of the delivery.
- b. Shipping confirmation will be communicated via e-mail to the main contact on the account.
- c. Any questions regarding the shipped product must be addressed with the PurchasEdge Support Center within 30 days of the shipment date. Defective-upon-arrival product returns will be accepted up to 30 days from the shipment date. After this date, defective products will need to be returned via HP's defectives department. All other returns will be accepted at the Program's discretion.
- d. Fulfillment is subject to availability.
- e. Shipments must be sent to a business address.
- f. Points earned through the Program are the property of the Participant and not of the Participant's employees.

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### 6. PARTICIPANT COMMUNICATION

- a. HP uses Program Participant Information (PPI) to communicate with you, and we consider this communication to be an integral part of the PurchasEdge program. We use your e-mail and mailing addresses to provide you with feature announcements, newsletters, PurchasEdge promotional offers, e-statements and information on website improvements. Only PurchasEdge (or agents working on behalf of PurchasEdge under confidentiality agreements) will send you these mailings for the above purposes. This is a key component of participation in the Program. If you do not wish to receive these types of communications, you may opt out of electronic communications by submitting the request in writing to [support@purchasedge.com](mailto:support@purchasedge.com).
- b. All Participant information submitted as part of the PurchasEdge program will be used in accordance with HP's privacy statement as posted on the HP website.

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## 7. ADDITIONAL TERMS AND CONDITIONS

- a. HP reserves the right to discontinue the Program at any time without notice, after which participants will be given 90 days to redeem any outstanding points.
- b. HP reserves the right to terminate a Participant's account at any time without notice. Should such termination occur, all points accrued under the Program shall immediately expire.
- c. If for any reason the online portion of the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of HP that corrupt or affect the administration, security, or integrity of the Program, HP reserves the right to cancel, terminate, or suspend the Program.
- d. HP is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of HP to receive any e-mail on account of technical or communications problems.
- e. All federal, state and local laws and regulations apply. The Program is void where prohibited or restricted by law. All federal, state and local taxes are the sole responsibility of HP.
- f. By participating in the Program, you agree that HP and its agents, representatives, affiliates and employees will have no liability whatsoever for (i) any injuries, losses or damages of any kind resulting from participation, acceptance, possession or use of the products awarded in the Program, or (ii) Participant's or Participant's employees' participation in the Program.
- g. HP is not responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Program. In no event will HP or any of its subsidiaries be liable for any direct, indirect, consequential, or special damages including lost profits or related claims by Participants even if advised of the possibility of such damages.
- h. HP is not responsible for lost claims, damaged mail or delays in mailing.
- i. HP offers the Program at its discretion and can terminate the Program or change its rules, regulations, product awards or special offers at any time. This means that HP may initiate changes impacting, for example, rules for earning points, product point values, availability of products and the feature of special offers. You may not rely upon the continuation of the Program or the availability of the products offered under the Program.
- j. HP reserves the right to request additional information regarding invoices or purchase reports. Fraud or abuse concerning point credit or redemption is subject to appropriate administrative and/or legal action by HP. All documentation with claims becomes the property of HP and cannot be returned.
- k. Participants agree to abide by the terms of these Program rules and by the decisions of HP, which are final and binding.
- l. It is the Participant's sole responsibility to ensure it does not violate any laws or regulations by participating in the Program. There may be applicable laws or regulations for public sector customers that prohibit participation in the Program. Please validate acceptability of your participation and obtain any necessary approvals from your organization before applying for the Program.
- m. Any Participant determined by HP in its sole discretion to be selling, marketing or distributing product that is counterfeit or in any way passes off non-genuine HP supplies as Original HP supplies will forfeit all points earned under this Program, or any other HP marketing program. Any Participant determined by HP to have participated in such activity will lose the right to participate in future HP marketing programs and promotions for a period of not less than one year.

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