# Requirements, rules, and specifications.

Updated April 2022 HP Inc. 1501 Page Mill Road Palo Alto, California 94304 United States

## Participant Business Rewards Support Center

www.hpbusinessrewards.com support@hpbusinessrewards.com 9 a.m. to 5 p.m. (ET) Phone: 1-888-264-6599

#### Partner Business Rewards Support Center

www.hpbusinessrewardspartner.com partnersupport@hpbusinessrewards.com 9 a.m. to 5 p.m. (ET) Phone: 1-888-264-6599

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# 1. Scope

A. Your participation in HP Business Rewards (the "Program") is governed by these terms and conditions.

B. If you are (1) a Participant (see section 2 below) accepting these Terms on behalf of a company or other legal entity, or (2) an HP Qualified Partner summitting proof of purchase data on behalf of Participants, you represent that you have the authority to bind such entity/Participant to these Terms. If you do not have such authority or if you do not agree with these Terms do not participate in the Program.

C. Under this Program eligible Participants (see section 2 below) can earn points for the purchase of the following transactional original HP printing supplies listed here www.hpbusinessrewards.com/Earn/QualifyingSupplies ("Qualifying Supplies").

D. For clarity, original Contractual HP Supplies for Managed Print Services (MPS) deals (the so-called Managed SKUs), storage media, paper media, printer accessories (excluding drum kits and fuser kits) and hardware products, as well as non-HP original supplies (e.g., new build compatible cartridges, remanufactured or refilled cartridges) do not qualify for the Program.

E. Points are redeemable for HP printers, scanners and other HP products listed at www.hpbusinessrewards.com.

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#### 2. Eligible participants

A. Enrollment in the Program is limited to business end-user customers (i.e., an individual or company purchasing products or services for professional use) (each, a "Participant"). For clarity, Canadian public sector customers (e.g., organizations owned by the government) including employees of public sector customers, are not eligible to enroll in this Program.

- a. U.S. state and local government customer applications require additional review and approval to ensure compliance with procurement regulations
- b. Embassies and federal agencies are not allowed to participate in the Program.
- c. Canadian government agencies and/or publicly funded or subsidized entities (including without limitation, health care and education industry) are not allowed to participate.

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B. Program is valid for Participants in the United States and Canada.

a. United States: New participants are required to spend a minimum of \$500 USD annually on qualifying Original HP Supplies through a Qualified Supplies Partner.

b. Canada: New participants are required to spend a minimum of \$500 CAD annually on qualifying Original HP Supplies through a Qualified Supplies Partner. End-User customers with MPS contracts either with HP or an HP Authorized Partners cannot participate in the Program. Participants who move to a MPS contract, are no longer eligible for Participation in the Program and their account will be blocked from accumulating points; this includes points form recycling, the donation program or original HP supplies purchases. Once a Participant enters into a MPS contract, it has 60 days to use their existing Business Rewards points balance before the account and the participation in the Program is closed and any remaining unused points are null and void.

C. Each Participant can only have one account (entry) in the Program.

D. Each Participant must assign a single account administrator. It is the Participant's sole responsibility to notify HP Business Rewards Support Center at <a href="mailto:support@hpbusinessrewards.com">support@hpbusinessrewards.com</a> of changes on the Participant account administrator, as well as any changes in the Participant name, address, phone number or email address.

E. HP, its HP Authorized Partners, suppliers and their employees cannot participate in the Program. In addition, buying groups are not eligible to participate in the Program, but each company member of a buying group may individually participate in the Program subject to meeting the Eligibility criteria set forth herein.

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## 3. How to earn points

A. Participants can earn points for the purchases of Qualifying Supplies. HP will, at its sole discretion, award points based upon submission of accurate data, as described in section D.

B. Points will be awarded on a prorated incremental basis at the ratio of one point for every \$4 (Dollars) in purchases of Qualifying Supplies from HP Authorized Partners in the US and one point for every \$5 (CAD dollars) in Canada.

C. In the United States points will expire two (2) years after the date of purchase. Canadian points do not expire, however inactive accounts will be closed after 2 years of inactivity.

D. Submission of the following proof of purchase data is required to earn points:

- i. Participant name and account number;
- ii. HP Authorized Partner name from which the Qualifying Supplies are purchased; and
- iii. Valid invoice of the Qualifying Products purchase.

E. HP Authorized Partners can on behalf of Participant upload valid purchase data (e.g., purchase reports) electronically.

F. HP must receive Participant invoices within ninety (90) days of the original invoice date. Invoices or purchase reports may be submitted weekly, bi-monthly or monthly.

G. All inquiries regarding point accrual must be submitted within 60 days of the invoice date in question.

H. 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 HP Authorized Partner.

I. Program credits will be deducted for returned Qualifying Supplies.

J. Through the HP Planet Partners program Participants can earn points for returning Qualifying Supplies for recycling (this benefit does not apply to HP Authorized Partners). HP will only award points for Qualifying Supplies returned through the HP Planet Program up to a quantity equal to the amount of Qualifying Supplies purchased by Participant and submitted through this Program.

K. 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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#### 4. Points notification

- A. Each quarter, Participants will receive email statements reflecting point total and account activity.
- B. HP will post Participant point totals and account activity on the Program's secure website, <u>www.hpbusinessrewards.com</u>, 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 Business Rewards Support Center representative by calling the number specified at the top of these Terms within 60 days of the date of your statement.

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# 5. Points redemption

- A. The website, <u>www.hpbusinessrewards.com</u>, 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 <u>www.hpbusinessrewards.com</u>. For sake of clarity, this Program does not offer desktop computers, laptops, monitors, paper or print cartridges for redemption.
- C. Products acquired through this Program may not be resold.
- D. You may redeem points via phone, email or the website. If you are redeeming points via phone (see telephone number at the top of these Terms); if doing so by email, send to <a href="mailto:support@hpbusinessrewards.com">support@hpbusinessrewards.com</a>. If you are redeeming points via the website, your account will be automatically updated.
- E. Points are non-transferable, non-refundable and have no surrender value. Accounts may not be combined.

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## 6. 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 email to the contact who redeemed the product. Products acquired through this Program may not be resold.
- C. Any questions regarding the shipped product must be addressed with the Business Rewards 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.
- G. HP will pay shipping costs and tax on redeemed products.

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# 7. Privacy

A. HP uses Program Participant Information (PPI) to communicate with you, and we consider this communication to be an integral part of the Business Rewards program. We use your email address to provide you with feature announcements, program changes, newsletters, Business Rewards promotional offers, e-statements, potential account closures, potential point expiration and potential non-Authorized partner status. Only Business Rewards (or agents working on behalf of Business Rewards under confidentiality agreements) will send you emails for the above purposes. This is a key component of participation in the Program as Business Rewards only communicates via email. 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 <a href="mailto:support@hpbusinessrewards.com">support@hpbusinessrewards.com</a>.

B. All Participant information submitted as part of the Business Rewards program will be used in accordance with HP's privacy statement as posted on the HP website. HP uses PPI, in aggregate form, to analyze data to improve service, conduct research and development, and support business strategy and operations.

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# 8. Miscellaneous

A. HP reserves the right to discontinue the Program at any time, without liabilities, after which Participants will be given 90 days to redeem any outstanding points.

B. If Participant fails to comply with these Terms HP reserves the right to immediately terminate its participation in the Program. 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 email on account of technical or communications problems.

E. All local laws and regulations apply. The Program is void where prohibited or restricted by law. All 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. HP is not responsible for lost claims, damaged mail or delays in mailing.

H. 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.

I. 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.

J. Participants agree to abide by the terms of these Program rules and by the decisions of HP, which are final and binding.

K. 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.

L. 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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