



Out with the Old 2006 Terms and Conditions

January 2, 2006 to April 30, 2006

[Hewlett Packard's Trade-In Program through Market Velocity, Inc.](#)

HP's 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 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 hpcustomerservice@marketvelocity.com. 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](#)

Effective January 2, 2006 to April 30, 2006, HP customers who trade-in HP or non-HP product and purchase one or more Eligible HP Product(s), as defined in the Eligible Products List, from an HP Canada authorized reseller within the promotion period will receive a rebate up to \$1200 CDN per Eligible HP Product. Proof of purchase (original invoices) must show that the HP Eligible Product(s) was purchased during the promotion period. Invoices dated outside the promotion period will NOT be eligible for this promotion.

[Trade-in proof-of-ownership requirements](#)

By agreeing to these program terms and conditions, you warrant that all trade-in 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.

[Program Rules and Requirements](#)

- Resellers are not eligible to participate in this promotion. Only end user customers are eligible to participate. Resellers may not claim on behalf of their customers.
- Offer valid only for the Eligible HP Products specified in the Eligible Product list and only while quantities last. No substitutions will be permitted.

EligibleProducts

Trade in Classification	Eligible HP Product List	HP Part Number	Rebate Amount
	PL AK Business Color Laser		
Any working laser printer (monochrome, colour, laser or solid ink)	CLJ 3000 N	Q7534A	200
	CLJ 3000 DN	Q7535A	200
	CLJ 3600 N	Q5987A	150
	CLJ 3600 DN	Q5988A	150
	CLJ 3800 N	Q5982A	250
	CLJ 3800 DN	Q5983A	250
	CLI 3800 DTN	Q5984A	250
	CLJ 4700 N	Q7492A	500
	CLJ 4700 DN	Q7493A	500
	CLJ 4700 DTN	Q7494A	500
	CLJ 5550n	Q3714A	700
	CLJ 5550dn	Q3715A	700
	CLJ 5550dtn	Q3716A	700
	CLJ 5550hdn	Q3717A	900
	CLJ 9500 N	C8546A	1200
CLJ 9500 HDN	C8547A	1200	
	PL PQ Business Mono Laser		
Any working laser printer (monochrome, colour, laser or solid ink)	LaserJet 2420dn	Q5959A	100
	LaserJet 2430tn	Q5961A	100
	LaserJet 2430dtn	Q5962A	100
	LJ 4250n	Q5401A	200
	LJ 4250tn	Q5402A	200
	LJ 4250dtn	Q5403A	200
	LJ 4350n	Q5407A	300
	LJ 4350tn	Q5408A	300
	LJ 4350dtn	Q5409A	300
	PL C5 Business Multifunction Laser		
Any working laser printer, copier, fax machine, or HP digital sender	LJ4345x mfp	Q3943A	500
	LJ4345xs mfp	Q3944A	600
	LJ4345xm mfp	Q3945A	600
	CLJ4730x mfp	Q7518A	600
	CLJ4730xs mfp	Q7519A	800
	CLJ4730xm mfp	Q7520A	800
	LJ9050MFP	Q3728A	1200
	PL 7T Business Inkjets		
Any working printer (monochrome, colour laser or solid ink) OR any working Inkjet Printer	Business Inkjet 2300N	C8126A	200
	Business Inkjet 2300DTN	C8127A	200
	Officejet 9110	C8140A	100
	Officejet 9130	C8144A	200
	BUJ2800dt	C8163A	150
	BUJ2800dtn	C8164A	150
	OJ Pro K550dtn	C8158A	70
	OJ Pro K850dn	C8178A	100
		PL 30 Large Format Printers	
Any working wide format printer 11x17 or greater	Designjet 110plus	C7796D	250
	Designjet 110plus nr	C7796E	250
	Designjet 130nr	C7791D	350
	Designjet 130gp	C7791E	350
	Designjet 90r	Q6656B	250
	Designjet 90gp	Q6656C	250

- This promotion is a one for one trade only.
- This offer is valid on the purchase of new HP products, and not covered on refurbished units, or demo units. However, Leased products are eligible.
- HP will not pay customers an amount for trade-in equipment that exceeds the customer's purchase price of new equipment or that exceeds the HP list price of the Eligible HP Product.
- HP will incur charges associated with shipping and recycling of the trade-in product(s) as part of this promotion.
- This offer not transferable.
- All decisions by HP and MVI are final.

Combining with special pricing or other promotions

This offer cannot be combined with any other promotional offers, Trade-In Programs or Discount Offers from HP or special pricing such as Government/Public Sector Pricing or Volume Discounts and is open to Canadian residents and Canadian companies only.

Program steps and timing

Submitting your claim

1. Purchase one or more HP printers from the Eligible product list between January 2, 2006 and April 30, 2006 from an HP authorized reseller.
2. Complete the online claim form and send proof of purchase sales invoice(s) by May 30, 2006. Claims received after this date will not be accepted.

For manual claim submission:

Please mail/fax the following documents: hard copy claim form and proof of purchase of your new HP printer to:

Market Velocity, Inc.
 Out with the Old 2006
 3885 Crestwood Parkway, Suite 500
 Duluth, GA 30096
 Fax:770-925-9064

3. After you submit your claim, Market Velocity will send a confirmation e-mail with the claim number and instructions on the next step of the claim process. Please print and save for your records. Reference this quote number for all questions relating to the promotion.
4. Fax/mail in proof of purchase sales invoice(s) by May 30, 2006 with your claim number written on it. If the serial number(s) of your new printer(s) is not listed on your sales invoice(s), please write the serial number(s) of your new printer(s) on the sales invoice(s) prior to faxing/ mailing. Be sure to keep a copy of your entire claim for your records
5. Within one (1) business day of receiving the claim, MVI will send to you the shipping instructions and a shipping label/placard. End-user customer must return trade-in product(s) in accordance with the instructions provided by MVI. The trade-in product(s) must be shipped within thirty (30) days from the date the shipping instructions are received and no later than June 30, 2006. The shipping instructions are valid for thirty (30) days from the issue date.
6. All claims must be completed and your trade-in received by June 30, 2006. All incomplete claims will be automatically 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 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) that are not shipped within the 30 day limit.

7. Please allow 6-8 weeks from the time your trade-in claim is complete for receipt of your refund cheque. If you haven't received your refund cheque after 8 weeks, please contact hpcustomerservice@marketvelocity.com. Completion of your claim includes shipment of your trade-in product and receipt of your proof of purchase.
8. For questions regarding the status of your submission, please contact the promotion help line Monday - Friday at between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time. 1-888-309-2947.

Trade-in pickup and delivery

- The trade-in products must be located in Canada.
- You are responsible for the de-installation and packaging of the trade-in product(s). You will be emailed a pre-paid shipping label and shipping instructions within two business days to affix to each package you are trading in. Shipping Instructions to assist you with this process will be included. In order for your trade-in product(s) to qualify for shipping via FedEx[®], your package must meet the following requirements:

Weigh less than 125 lbs. AND

Measure no more than 130 inches in combined length and girth (Length: measurement of the longest side; Girth: measurement of the two shorter sides (height and width) multiplied by two (2)).

Example: Package with dimensions of 30" x 15" x 25", Length = 30",

Girth = (15"h + 25"w) x 2 = 80", Total length + girth = 110 inches

If your trade-in products exceed the above weight/dimensions, shipping instructions and a shipping placard will be sent via email to you and HP will incur the freight charges.

- 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 and/or any data or information contained in such product.

Receipt and validation of trade-ins by MVI

- HP will send you a rebate cheque for your product based on the promotion value it assigns to your product..
- MVI's packing and shipping recommendations should be followed in order to avoid possible damage or loss. If you follow the packing guidelines and instructions, the product should arrive in the same condition as when it left your site. If the product is damaged during shipping and there is visible damage to the packing materials (box is dented, ripped, smashed, etc.), Market Velocity will take responsibility for resolving any claims with the courier.
- 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 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 value or return the trade-in product, if possible. If the product is returned, you will be responsible for any and all associated shipping costs.

- You warrant 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. You also 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 or HP authorized reseller (as determined between end-user and HP authorized reseller) until delivery of the same to MVI's designated carrier.
- The delivery of the trade-in products to MVI'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 rebate value or MVI'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 CLICKING ON THE "I AGREE" BUTTON BELOW, 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.