



These Terms & Conditions govern the HP INTEL “POWER UP” Sales Incentive (“Incentive”) and constitute an addendum to the HP/INTEL Incentive Terms & Conditions (“Program Terms”). Your participation in the Incentive constitutes your acceptance of and agreement with these Terms & Conditions.

Therefore, before participating in the Incentive, you should carefully read the terms and conditions set out below. Please retain a copy for your information. If you do not accept these Terms & Conditions, then please do not participate in the Incentive.

In the event of a conflict between these Terms & Conditions and the Program Terms, these Terms & Conditions will govern the subject matter of this Incentive. Capitalized terms not otherwise defined in these Terms & Conditions are defined in the Program Terms.

This Incentive is promoted by HP Inc UK Limited, Earley West, 300 Thames Valley Park Drive, Reading, RG6 1PT, United Kingdom (“HP” or “Promoter”).

#### **ELIGIBLE PARTICIPANTS**

1. This Incentive is open to all eligible HP Partners participating in the HP/Intel Incentive (as defined in the Program Terms) who have consented to the participation of their employees in this Incentive (“Participating Partners”).

#### **INCENTIVE PERIOD & GEOGRAPHY**

2. The Incentive will run from 7<sup>th</sup> July 2022 to 31<sup>st</sup> August 2022 (the “Incentive Period”) in the UK only.

#### **INCENTIVE DETAILS**

3. The Incentive is free to enter; no purchase is necessary and there is no charge to register.
4. Each employee of a Participating Partner (“**Participating Partner Employee**”) will receive points based on the scoring system in clause 5 below.
5. Scoring System:
  - a) Each Participating Partner Employee will receive one point per HP PC/Intel processor sale made by the Participating Partner Employee during the Incentive Period.
  - b) Each Participating Partner Employee will receive one point per LinkedIn social media post including #HPIntelPowerUp made by the Participating Partner Employee during the Incentive Period. Any post which is submitted by a Participating Partner Employee including #HPIntelPowerUp (the “Content”) must adhere strictly to the following content guidelines (the “Content Guidelines”):
    - The Content must not display the image or likeness of any person or any information about any person unless the Participating Partner Employee or their Participating Partner has obtained that person’s permission. If an image or likeness is of a person under 18, parental or guardian consent must also be obtained.
    - The Content must not display any cruelty to any animal or person.
    - The Content must not infringe any third-party intellectual property.



- The Content must not infringe the rights of, or be defamatory or libellous about, any person.
- The Content must be suitable for a person of any age to view and must fully comply with applicable law and all regulations.
- The Content must not contain or display any words, images, or sounds which are considered, at the Promoter's sole discretion, to be offensive, sexually explicit, rude, disparaging or otherwise inappropriate.

Posts must be made by the Participating Partner Employee and must not be made through agents or third parties. We will not accept posts that are automatically generated by computer or in bulk.

Posts that do not comply with these Terms and Conditions will be deemed invalid and no point will be awarded. Participating Partners must produce evidence of any required consents at the Promoter's request, or risk being disqualified from participating.

6. Ten Participating Partners will each be awarded one prize bundle (details of which are set out in clause 9 below) on 7<sup>th</sup> September 2022. HP expects each of these ten Participating Partners to allocate the prize bundle to a Participating Partner Employee in accordance with clause 11 below.
7. HP reserves all rights in its sole discretion to disqualify without prior notice any Participating Partner acting in violation of these Terms and Conditions, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other participant.
8. The decisions of HP or its subcontractors in respect of any and all aspects of the Incentive described herein, including in the unlikely event of any dispute, will be final and binding. No correspondence will be entered into regarding this Incentive or these Terms and Conditions.

## PRIZE

9. The winning ten Participating Partners will each receive one exclusive HP and Intel prize bundle each worth £801.29, details of which are as follows:

HP Intel Prize Bundle*
HP ENVY x360 Convert 13 (13-bd0017na)
HP 280 Silent Mouse
HyperX Cloud Buds

\*Subject to substitution as per clause 15 below.

10. Winners will be notified by email via their HP Partner Account Manager within 10 days of 7<sup>th</sup> September 2022. HP Partner Account Managers are required to check their email accounts for notifications. HP has the right to change the deadline in the event of internal data reporting issues. Only winners will be contacted.



11. The winners have 14 days from the date of the email notification to claim the prize and identify which of their employees they wish to receive the prize bundle (name, contact email and delivery address within the UK must be provided). Failure to do so could result in forfeiture of their prize. HP expects each winning Participating Partner to allocate the prizes to its employee who earns the most points in accordance with the scoring system set out in clause 5 above. We do not accept any responsibility if a winner is not able to take up their prize.
12. There will be no charge for delivery of the prize. We are not responsible for the failure to deliver a prize should a postal address be provided incorrectly.
13. Prizes may only be used for their intended purpose, in accordance with the manufacturer's instructions and hospitality terms and all applicable laws. Prizes should not be sold, offered for sale or used in connection with any other competition or promotion by the prize winners. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

#### GENERAL

14. Disclaimer of Technical Issues. Insofar as is permitted by law, HP assumes no responsibility for any problems or technical malfunction of any hardware, software, application, server, website, telephone network or lines, computer systems, Internet service providers, or e-mail systems; failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications; or any combination thereof, including damage to Participating Partners' or anyone else's computer equipment related to or resulting from participation in this Incentive.
15. Prize substitution. The prizes (either in whole or in part) are non-exchangeable, non-transferable, and may not be redeemed for cash or any compensation of any kind. HP has the right to change the reward or to cancel the Incentive in the event that there are not enough winners. Furthermore, HP retains the right to substitute part or whole of the prizes with other prizes of similar or higher value in the event the original prizes offered under these Terms and Conditions are not available due to circumstances beyond HP's reasonable control or unforeseen circumstances.
16. Limitation of Liability. HP, the entire HP group of companies as well as their agents, subcontractors or distributors (together, the "HP Affiliated Parties") will not in any circumstances be responsible or liable to compensate Participating Partners or their employees or accept any liability for any loss, damage, personal injury or death occurring as a result of the acceptance, possession, misuse or use of a prize or for any disappointment resulting in whole or in part, directly or indirectly, from entry into this Incentive or failure to enter into this Incentive. This provision does not limit liability for death or bodily injury caused by the negligence of the HP Affiliated Parties or that of their employees, fraud, nor any liability which may not be excluded or limited by applicable law. Your statutory rights are not affected.
17. Severability. Should any of the provisions set out in these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.



18. Data Protection. HP will process any personal data of a Participating Partner employee which is provided to and/or given access to HP during the Incentive Period to administer the Incentive or otherwise expressly consented to and in compliance with applicable data protection law and HP Privacy Statement (<http://www8.hp.com/uk/en/privacy/privacy.html>). To exercise your rights of access, rectification, opposition or deletion, please use the 'Contact HP Privacy Office' available from HP's Personal Data Rights Notice [http://www8.hp.com/uk/en/privacy/privacy\\_notice.html](http://www8.hp.com/uk/en/privacy/privacy_notice.html).
19. Changes and Cancellation. HP reserves the right to withdraw, revise or cancel the Incentive at any time. Participants may withdraw their entry at any time upon written notice to HP.
20. Force Majeure. HP shall not be liable for any interruption to this Incentive whether due to force majeure or other factors beyond HP's control.
21. Tax and expenses. Any tax or incidental costs arising from the participation in this Incentive or fulfilment of the prize are the responsibility of the Participating Partners. Seek expert advice if you are not sure about your tax obligations.
22. Governing Law. These Terms and Conditions and the Incentive are governed by the law of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.