

HP SMB KICKSTARTER \$25,000 LUCKY DRAW

Term and Conditions

“HP Direct” is a direct sales arrangement between the End User and Organiser, including via the HP SMB Sales Team in Australia.

“Prizes” are 1x \$10,000 and 3 x \$5,000 HP Store Vouchers to be used via the HP SMB Sales Team only.

“Organiser” means HP PPS Australia Pty Ltd (ABN 16 63 480 628) of Rhodes Corporate Park, Building F, 1 Homebush Bay Drive, Rhodes, NSW, 2138.

The **“lucky draw period”** commences at 9:00am (AEST) on 8th June 2020 and ends at 11:59 p.m. (AEST) 19th July 2020 (“lucky draw period”). All entries must be received by 11:59 p.m. (AEST) 19th July 2020.

“Participant” means a business trading in Australia with a valid ABN with a seat size of 1-199 employees. The Organiser, its related bodies corporate, local, state and national government bodies, resellers of HP products and any agencies associated with this lucky draw, their employees and those employees’ families are ineligible to participate.

To be eligible for this lucky draw, the Participant must:

- a. Be an Australian citizen or permanent resident of Australia
- b. Have a valid Australian Business Number (ABN)
- c. Have a maximum employee size of 199 employees
- d. Only one registration per company is allowed
- e. Not be a current HP reseller/partner
- f. Provide the following correct details in the online lucky draw entry form
 - a. First name, end user last name, contact number, company name, industry, no. of employees
- g. Will abide by all terms and conditions listed as a part of this lucky draw.

The Participant must correctly complete an official online registration form at www.hpshopping.com.au/smbkickstarter

Information on how to enter this lucky draw and reward redemption details form part of these terms and conditions. By submitting an entry, the Participant agrees to these terms and conditions.

1. Entry is only open to Australian businesses with not more than 199 employees. One entry per company only. The Organiser reserves the right to verify the validity of each entry, including whether the entrant qualifies as a “Participant”. The Organiser reserves the right to disqualify any Participant or person tampering with the entry process or any entrant who does not meet the eligibility requirements stated above or does not comply with these terms and conditions.

2. The Organiser will accept no responsibility for late or incorrectly submitted registrations. Further, TO THE EXTENT PERMITTED BY LAWS of AUSTRALIA, the Organiser excludes liability for any problems or technical malfunction of 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 unauthorised intervention, or any 2/3 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 downloading any materials in respect of this lucky draw. 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 last mail date of the lucky draw period, it is the responsibility of the Participant to contact the Organiser to ensure their claim has been received and/ or has been verified.

3. How to enter

During the lucky draw period, Participants must register your details on the form provided www.hpshopping.com.au/smbkickstarter

- a. and submit to HP Australia.

4. Lucky draw Mechanics:

- a. Each winner will be chosen on the following dates by Anisimoff Legal who will represent HP Australia for the purposes of this lucky draw:
 1. Draw 1 (\$5000 HP Store Voucher): 12pm Monday 29th June, 2020
 2. Draw 2 (\$5000 HP Store Voucher): 12pm Monday 6th July, 2020
 3. Draw 3 (\$5000 HP Store Voucher): 12pm Monday 13th July, 2020
 4. Draw 4 (\$10,000 HP Store Voucher): 12pm Monday 20th July, 2020
- b. Each winner will be chosen by lottery lucky draw with permits for NSW, ACT, SA
 - i. **NSW Permit No. LTPS/20/43864**
 - ii. **ACT Permit No. TP20/00739**
 - iii. **SA Permit No. T20/635**
- c. Each winner will be chosen by an approved electronic lucky drawing system.
- d. Each winner will be notified of the results via email with instructions for collection.

5. **Prize Winners:** This lucky draw contains 4 prizes (1) 1 x \$10,000 HP Store Voucher 2) 3 x \$5,000 HP Store Vouchers to be used via the HP SMB Sales Team only. The 4 prize winners will be contacted by the Organiser. The prizes contain an expiry date and a limited period of use. 3 months from the time of notification. The Organiser is not responsible should the prize not be activated within this period. The Organiser will not re-supply the prize values or substitute it for cash value during and/or after expiry of period.

Review of the prize entrants will take place at Anisimoff Legal, Suite 5/210 Central Coast Hwy, Erina NSW 2250

The 4 x prize winners will be notified via the phone and email address submitted by the Participants in the competition registration form.

Winners details will be published via www.hpshopping.com.au/smbkickstarter on the following dates:

1. Draw 1 - Monday 30th June, 2020
2. Draw 2 - Monday 7th July, 2020
3. Draw 3 - Monday 14th July, 2020
4. Draw 4 - Monday 21th July, 2020

If the prizes remain unclaimed, a re-lucky draw will take place at Anisimoff Legal, Suite 5/210 Central Coast Hwy, Erina NSW 2250 on 21st October, 2020 at 12pm. Winners details will be published on www.hpshopping.com.au/smbkickstarter

6. The Organiser reserves the right to extend the closing date of this lucky draw or amend the terms and conditions at its discretion without any prior notification and its decision is final.
7. This lucky draw is not valid in conjunction with any other offer or lucky draw product bundle.
8. Entries will be deemed invalid if the same ABN number is used on more than one entry with no exceptions.
9. The Organiser's decision on all matters relating to this lucky draw will be at its absolute discretion and shall be final and binding on all parties. In the event of any inconsistency between these terms and conditions and any promotional materials relating to this lucky draw, these terms and conditions shall prevail.
10. To the extent permitted by applicable law, each Participant, by entering this lucky draw, expressly releases Organiser from any claim, action or demand arising out of or in connection with this lucky draw or their prize, if any. Participant will indemnify the Organiser, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claims, losses, costs, damages, liability and expenses arising out of the Participant's breach of any of these terms and conditions.
11. Disclaimers.
 - i. To the extent permitted by law, no representations or warranties are made as to the quality, suitability or merchantability of any prize (or any part of it). Acceptance of any prize will, to the extent permitted by law, constitute a full release and discharge of the Organiser by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) this lucky draw; (ii) personal injury and/or property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize; and/or (iii) any tax liabilities in relation to this lucky draw, prize and/or use or enjoyment of the same.
 - ii. If this lucky draw cannot run as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, prohibition by the relevant authorities or any other causes beyond the control of the Organiser which corrupts or

affect the administration security, fairness, integrity or proper conduct of this lucky draw, Organiser reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend this lucky draw as it sees fit.

- iii. The Organiser is not liable for any loss or damage whatsoever which is suffered (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of taking part in, the winning of or use of any of the prizes, except for any liability which cannot be excluded by law.
12. Liability for any tax on any prizes provided to participants pursuant to this lucky draw shall be the sole responsibility of the participants. It is recommended that participants should contact their own accountant, or taxation adviser, in this regard.
 13. Organiser, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for any claims, losses, damages, liabilities or expenses arising out of or relating to, the lucky draw or the prize.
 14. By entering the lucky draw, you consent to being placed on HP's phone and email mailing lists for promotional and other materials. You may unsubscribe later if you no longer wish to receive further marketing information. You may also contact the Organiser to change your details. Further information on HP's privacy policy can be obtained from <http://www.hp.com/country/au/eng/privacy.htm>
 15. By entering the lucky draw, the Organiser collects your personal details in order to conduct this lucky draw and may pass that information to its related bodies corporate and agencies assisting with the lucky draw, which may be outside Australia. If the information requested is not provided, you may not participate in this lucky draw. The Organiser will use the information contained in your entry form to contact you if it has any queries regarding claims, and to send prizes.
 16. By participating in this lucky draw, you agree that any information collected or held by Organiser (whether contained in the application form or otherwise obtained) may be used and disclosed by the Organiser, its associated individuals/companies or any independent third parties to arrange for the prize. Further information on HP's privacy policy (for Australian Residents) can be obtained from <http://www.hp.com/country/au/eng/privacy.htm>
 17. Organiser assumes no responsibility for incomplete, lost, late, damaged, illegible, misdirected forms and/or other forms of communication which may result in any not being purchased during the lucky draw period.
 18. By entering in this lucky draw, Participants consent to their personal information being collected by the Organiser and used by the Organiser for the purpose of conducting this lucky draw and notifying the winner.

19. Participants agree to be bound by these Terms and Conditions and by the decisions of Organiser, which are final and binding in all respects.
20. The Organiser reserves the right to use information provided by the Participant as materials for the purposes of advertising, trade and publicity without any prior notice to the Participants. Participants will not be entitled to claim ownership or other forms of compensation on such uses.
21. The participants hereby confirm that all his/her personal data stated in the lucky draw entry form is true and complete and that he/she has read these terms and the privacy policy. By clicking the electronic consent box or submitting any personal data, the Participants irrevocably consent and agree to the processing of his/her personal data in accordance with these terms and the privacy policy. The Participants authorise the Organiser to process any of his/her personal data and information and to disclose the same to any related existing or future business partners or strategic alliance and/or any other third party as the Organiser may in its absolute discretion deem necessary or expedient for the purpose of the event or marketing and promotion of products and services. The Participants hereby confirm that no further permission or consent from him/her is necessary or required in relation thereto and this shall constitute the consent required under the Personal Data Protection Act 2010 or any other contractual consent for such disclosures of information.
22. Entrants who violate these terms and conditions, tamper with the operation of the lucky draw; violate any law, rule or regulation in connection with participation in the lucky draw; or engage in any conduct that is detrimental or unfair to Organiser, the lucky draw or any other entrant (in each case as determined in Organiser's sole discretion), are subject to disqualification from entry into the lucky draw. Organiser reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the lucky draw.
23. If you have any questions about the terms and conditions of this lucky draw, please e-mail them to smb.sales@hp.com.
24. The laws of New South Wales, Australia shall govern the terms and conditions of this lucky draw. Participants agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia for all matters arising from or in relation to this lucky draw.