

Campaign Name: NASA ZBook ZeroG contest participants eDM  
(Priority Pass™ giveaway)  
1 July 2017 – 31 August 2017

Campaign Term: \_\_\_\_\_



## Promoter **MARKETING COMPETITION TERMS & CONDITIONS** (“Terms”)

1. **About this Campaign.** This campaign is organized by HP Asia Pacific Pte Ltd (“Promoter”). All participants to this Campaign are subject to these Terms or such other terms and conditions that Promoter may impose. By participating in this Campaign, participants are deemed to have agreed to and accepted these Terms and versions as subsequently amended. This Campaign and related Prizes are not valid in conjunction with any other offer or promotional product bundle outside of this Campaign. Entries are not transferable or assignable.
2. **Campaign Period.** This Campaign runs from 1 July 2017 - 31 August 2017 (“Period”). Late, lost or misdirected submissions will be disqualified. Promoter reserves the right to modify or extend the Period at its sole discretion.
3. **Eligibility.**
  - (a) This Campaign is open to anyone based in Australia, New Zealand, China, Hong Kong, Taiwan, India, South Korea, Malaysia, Singapore, Philippines, Indonesia and Vietnam.
  - (b) Employees of Promoter, its subsidiaries, divisions, affiliates, authorized dealers/distributors, agents (including the advertising, public relations, marketing and interactive agencies used by Promoter or its affiliates) and their immediate families are not eligible to enter this Campaign. Immediate family means any of the following: spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother or step-sister.
  - (c) Promoter reserves the right to verify the eligibility of each participant and to disqualify any ineligible person from (i) his or her participation in this Campaign; and (ii) receipt of any prize and/or require the return of any such prizes awarded. In such an event, Promoter reserves the right to select a new winner for the prize and/or dispose of the prize in any manner it deems fit, at its sole discretion.
4. **Campaign: Qualified entries (Qualified Participants)** from the 12 countries that had furnished complete and accurate information will be entitled to receive the Priority Pass™ (Prize). HP reserves the right to amend the terms and conditions of the Campaign without any prior notification and its decision is final. HP will only award the Prize based strictly on one entry per Participant. To qualify, the Participant is required to complete all details as requested and to answer all questions, via the specified website (“Qualified Participant”). Any failure to provide any detail may, at HP’s discretion, disqualify such entry from this promotion.
5. **Submitted Content.** All content submitted by any participant (other than participant’s personal information) and all copyright and other rights in such content and/or other materials will vest in and become the property of Promoter and will not be returned. Each participant agrees to provide a written assignment of all rights to Promoter, if requested. Promoter (and its affiliates) reserves the right to use all content of any Participant in this Campaign for any purpose Promoter deems fit to the extent permitted by law, including without limitations for publicity purposes, and to the extent Promoter does not own such content pursuant to these Terms each Participant hereby grants to Promoter (and its affiliates) a worldwide, royalty-free and non-exclusive license to use the copyright and all other intellectual property rights of whatever nature in such content for such purposes. The Participant also agrees in so far as it is permitted by law to waive all moral rights in the art types submitted including the right of attribution of authorship. Each Participant hereby represents and warrants that all elements contained in the content submitted for this Campaign:
  - (a) is original to the Participant and fully cleared for use as contemplated in these Terms;
  - (b) does and will not, in any way, violate or breach any of the terms of any other agreement the Participant may be a party to;

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- (c) is not unlawful, harmful, threatening, abusive, invasive of another's privacy, harassing, defamatory, slanderous, tortious, vulgar, obscene, hateful, racist or otherwise offensive or objectionable to any other person or entity;
- (d) does not infringe or violate any copyright, trademark or other right (including the full spectrum of intellectual property rights), or contain any matter the publication or sale of which will violate any law, including federal or state statute or regulation;
- (e) is not in any way cruel, abusive, nor involved any injury or hurt being caused to animal(s);
- (f) is not contrary to or in breach of any internationally or generally accepted principles of human rights;
- (g) does not contain any unsanctioned advertising, pyramid-scheme, promotional materials, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters, or any unsolicited mass distribution by e-mail;
- (h) is free of viruses, corrupted files, malicious code or worms, or any other similar software or programs that may damage the operation of the host site or other computer; and
- (i) shall not require Promoter to pay or incur any sums to any person or entity as a result of Promoter's use or exploitation of the same,

and each participant will indemnify Promoter (and its affiliates) from and against any and all loss, damage, liability and costs resulting from breach of the above representations and warranties in relation to such Participant's submitted content. Promoter reserves the right to disqualify any participant who submits any content in breach of the above representations and warranties.

6. **Prize.** Qualified entries (Qualified Participants) from the 12 countries that had furnished complete and accurate information will be entitled to receive the Prize:

Priority Pass™

- (a) The prize is not transferable, exchangeable or redeemable for cash. Promoter reserves the right to replace any prize with another of equivalent value without notice. Promoter accepts no responsibility for any variation in the prize values.
- (b) All Qualified Participant entitled to receive the Prize will be notified via email by no later than 30 September 2017. HP will email the invitation code to all the Qualified Participants by 30 September 2017. Unclaimed prizes will be forfeited after this period. Unclaimed prizes may be utilized for future Promoter related marketing programs. Promoter will take reasonable steps to advise and adhere to the actual collection/delivery date of all prizes, but will not be responsible for any delays.
- (c) All ancillary costs, including delivery charges and all federal, provincial, state and/or local duties/taxes and any import/export duties or customs fees are the sole responsibility of the winner(s). Liability for any tax on the prize is the sole responsibility of the participant. It is recommended that participants contact their own accountant or taxation advisor in this regard.

7. **Qualified Participant and Judging Criteria.** Qualified Participant will be selected and notified via email by no later than 30 September 2017. Promoter reserves the right to disqualify any Participant who does not comply with these Terms. The results will be final and Promoter will not entertain any appeals.

8. **Release and Indemnity.** To the extent permitted by applicable law, each Participant, by entering this Campaign, expressly releases Promoter from any claim, action or demand arising out of or in connection with

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this Campaign or their prize, if any. Participants will indemnify Promoter, 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.

9. **Disclaimers.**

- (a) 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 Promoter 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 Campaign; (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 Campaign, prize and/or use or enjoyment of the same.
- (b) Promoter will accept no responsibility for late, lost or misdirected mail. Further, to the extent permitted by law, Promoter is not responsible 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 at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's computer, related to or resulting from participation in this Competition.
- (c) If this Campaign 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 Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this Campaign, Promoter 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 Competition as it sees fit.
- (d) Promoter 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.

10. **Personal Data.** Personal details of the participants collected by Promoter may be passed to Promoter's affiliates and agencies assisting with the Campaign, which may be outside the participating Australia, New Zealand, China, Hong Kong, Taiwan, India, South Korea, Malaysia, Singapore, Philippines, Indonesia and Vietnam. Such personal details may also be used for marketing purposes, if you consent. However, such personal details will be dealt with in accordance with Promoter's privacy policy. Further information on Promoter's privacy policy can be obtained from <http://www8.hp.com/sg/en/privacy/privacy.html>. By participating in this Campaign, participants hereby agree to Promoter's collection and usage of their personal information and acknowledge that they have read and accepted Promoter's privacy policy.

11. **Governing Law and Jurisdiction.** The laws of Singapore shall govern the terms and conditions of this Campaign. Participants agree to submit to the non-exclusive jurisdiction of the Courts of Singapore for all matters arising from or in relation to this Campaign.