

## **Terms & Conditions**

### 1. Definitions:

“**Promotion**” means the “**Exchange or Return Within 30 Days**” campaign organized by the Promoter throughout the Promotional Period.

“**Promoter**” means HP PPS Sales Sdn Bhd (1129628 X) having its place of business at Plaza Zurich, Level 5, Block B, 12 Jalan Gelenggang, Bukit Damansara, 50490 Kuala Lumpur, Malaysia.

The “**Promotional Period**” starts from 23<sup>rd</sup> August 2024, 12:00AM to 31 October 2024, 11:59PM (Malaysia time).

“**Participating Partner**” is a partner authorized by the Promoter to sell the Eligible Product(s) in Malaysia outlined in the table below.

<b>Participating Partners</b>
Plexcom Network System Sdn Bhd
TNT Communications Sdn Bhd
SNS Network Services Sdn Bhd
SRKK Computer Sdn Bhd
NL IT Services Sdn Bhd
Pentech Solution Sdn Bhd
GS Premium Stores Sdn Bhd
Topmacro Network Sdn Bhd
PC Image Sdn Bhd
ICT Zone Sdn Bhd
Evoss Connect Sdn Bhd
Computer Land Technology

“**Participant**” means a resident of Malaysia, 18 years old and above, who purchases any Eligible Product from a Participating Partner in Malaysia during the Promotional Period and is the end-user of the Eligible Product(s). The Promoter, its affiliates, resellers of HP products and any agencies associated with this Promotion, their employees and those employees’ immediate families are ineligible to participate.

“**Tax Invoice**” means an official tax invoice i.e. receipt as proof of purchase being in compliant with the provisions under applicable Malaysian tax laws.

“**Eligible Product**” means HP ProBook 445 G10 Notebook PC (Ryzen 7 Model 70Z78AV) that is sold through a Participating Partner nationwide to the Participant during the Promotional Period.

“**Reward**” means a RM200 Touch ‘n Go eWallet that will be given to Participants who did not perform any refunds or exchanges within 30 days from the date of purchase of Eligible Product(s).

**“Repurchase”** means Participant has previously purchased at least one (1) Eligible Product between 13 November 2023, 12:00AM and 31<sup>st</sup> July 2024, 11:59PM (Malaysia time), and has subsequently purchased additional Eligible Product(s) during the Promotional Period.

**“Extra Reward”** means an additional RM100 Touch ‘n Go eWallet that will be given to Participants who repurchased Eligible Product, and did not perform any refunds or exchanges within 30 days from the date of purchase of Eligible Product(s).

Information on how to enter this Promotion and how to submit a refund or exchange claim are part of these terms and conditions. By submitting a claim, the Participant agrees to these terms and conditions.

2. Entry for the Promotion is only open to a Participant. Claims must be submitted by the Participant. The Promoter reserves the right to verify the validity of each claim, including whether the entrant qualifies as a Participant. The Promoter reserves the right to disqualify any Participant or person tampering with, or conspiring with another person to tamper with, the claim process or any entrant who does not meet the eligibility requirements or does not comply with these terms and conditions.
3. If a Participant is not satisfied with the Eligible Product purchased, the Participant may proceed with the following refund or exchange options:
  - a. Full Refund: The Participant can choose to receive a full refund of the purchase price, excluding the RM200 processing fees.
  - b. 1-to-1 Exchange: The participant can opt for a 1-to-1 exchange for the same laptop model purchased.
4. A non-refundable RM200 processing fee applies for each refund or exchange.
5. A Participant may make refund or exchange claims for up to five (5) Eligible Product(s) purchased. Only one (1) claim will be accepted for each Eligible Product sold to each Participant. The Promoter may conduct audit calls to End Users to verify that the Eligible Product was purchased during the Promotional Period.
6. The Promotion is limited to the first 90 Eligible Product(s) claimed. Refund(s) or exchange(s) are provided on a first-come, first-served basis.
7. Physical damage, liquid damage, unauthorized repairs, and software issues are expressly excluded from the coverage of this Promotion.
8. To enter the Promotion and make a refund or exchange claim, the following steps must be completed:
  - a. The Participant must purchase in Malaysia in a single transaction from a Participating Partner an Eligible Product during the Promotional Period and be the End User of those Eligible Product(s);

- b. The Participant must fully and correctly lodge a refund or exchange claim at <https://www.hpmalaysia.com.my/satisfaction-guarantee> and provide the following correct details in the online form:
    - i. End User full name
    - ii. End User NRIC number
    - iii. Mobile phone number
    - iv. Email address
    - v. Purchase details
      - i. Reseller name
      - ii. Invoice date
      - iii. Invoice number
      - iv. A Photo or scan copy of the Tax Invoice for the sale of Eligible Product(s) as a PDF, JPG or other supported file type using the document upload facility that will be provided at the website (hand written tax invoices and delivery dockets will not be accepted as proof of purchase)
      - v. Return quantity
      - vi. Reason for refund or exchange
      - vii. Choice of refund or exchange
      - viii. Bank account number and bank details
    - vi. Collection details
      - i. Collection address
      - ii. Collection date
      - iii. Collection time
  - c. The corresponding Tax Invoice submitted must contain the following:
    - i. Participating Partner company name
    - ii. Participating Partner company registration number
    - iii. Date of purchase
    - iv. List of Eligible Product(s) purchased
    - v. Invoice number
  - d. The Participant must successfully pay a processing fee of RM200 for each refund or exchange claim;
  - e. All refund and exchange claims must be submitted online within 30 days from the date of purchase of Eligible Product(s), with the last date of submission being 30<sup>th</sup> November 2024 11:59PM (Malaysia time). Any documentation received after this date will not be validated and the corresponding claims declined.
9. Any refund or exchange claims submitted without the required proof of purchase documentation as listed above will be rejected. If the refund or exchange claim meets the Promotion terms and conditions, the Participant will receive a claim approval email and return label via the email address that was nominated in Clause 8 (b) by the Participant within three (3) working days.

10. Upon verification and approval of the refund or exchange claim, the Participant must return to the Promoter the Eligible Product in its original packaging and according to the packing list provided by the Promoter. The Eligible Products will be collected by the Promoter or related service provider on the collection date, at the collection time, from the collection address that were nominated in Clause 8 (b).
11. Upon receipt and validation of the returned product, the refund or exchange will be processed. If the Participant opted for the refund option, the refund of the full purchase price, excluding the RM200 processing fees, will be made to the bank account as nominated in Clause 8 (b) within 10 working days from the day of receipt of the returned product. If the Participant opted for the exchange option, the new product will be shipped to the Participant's address as nominated in Clause 8 (b) within 21 working days from the day of receipt of the returned product.
12. If the Participant does not refund or exchange the Eligible Product(s) purchased, the Participant will be eligible to the RM100 Touch 'n Go eWallet Reward. A Participant may make Reward claims for up to five (5) Eligible Product(s) purchased.
13. If the Participant does not refund or exchange the repurchased Eligible Product(s) purchased, the Participant will be eligible to the RM200 Touch 'n Go eWallet Extra Reward. Each Participant can only claim one (1) Extra Reward.
14. The Reward(s) and Extra Reward(s) are limited to the first 300 Eligible Product(s) claimed. Reward(s) and Extra Reward(s) are provided on a first-come, first-served basis.
15. To claim the Reward and Extra Reward, Participant must submit a claim on <https://www.hpmalaysia.com.my/30-days-reward> after 30 days from the date of purchase of Eligible Product(s), with the earliest date of submission being 23 August 2024 12:00AM (Malaysia time) and with the last date of submission being 30 November 2024, 11:59PM (Malaysia Time).
16. The Promoter's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these terms and conditions. To the extent permitted by law, the Promoter reserves the right to change, amend or terminate the Promotion at any stage during the Promotional Period.
17. The refund or exchange claims with purchases of special pricing, bulk deals, special deals and projects will not be eligible for this Promotion.
18. The Promoter does not accept any responsibility for misleading or incorrect information provided by a Participating Partner regarding this Promotion.
19. To the extent permitted by law, the Promoter shall not be liable for any fault pertaining to the refund or exchange.
20. By participating, each Participant agrees to release, indemnify and hold harmless the Promoter and each of their respective parent companies, subsidiaries, affiliates, partners, representatives,

agents, successors, assigns, employees, officers and directors (collectively, the “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in this Promotion, misuse of any refund(s) or exchange(s) or participation in any Promotion-related activity and for any claims based on publicity rights, defamation, misappropriation, false association, breach of privacy laws, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract.

21. The Promoter will accept no responsibility for late, lost or misdirected mail. Further, the Promoter shall not be liable for any loss or damage whatsoever incurred (including, without limitation, indirect, consequential or economic loss), or for any personal injury sustained as a result of participating in this Promotion, except for liabilities not excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes any liabilities 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 unauthorized intervention, or any combination thereof, including any non-delivery or corruption of claims 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 this Promotion. The use of any automated claim software or any other mechanical or electronic means that allows a Participant to automatically enter repeatedly is prohibited and will render all claims submitted by that Participant invalid. If the Promoter has not entered into any correspondence with the Participant prior to the Closing Date of this Promotion, it is the responsibility of the Participant to contact the Promoter to ensure his/her claim has been received and/or verified.
22. The Promoter will use the information contained in the Promotion claim form to contact the Participant if there are queries regarding claims, and where to send refund(s) or exchange(s) to.
23. Liability for any tax on any refund(s) or exchange(s) provided to Participants pursuant to this Promotion shall be the sole responsibility of the Participant. It is recommended that Participants should contact their own accountant or taxation advisor in this regard.
24. **PRIVACY NOTICE:** The Promoter collects personal information to conduct the Promotion and may, for this purpose, disclose such information to its related corporate bodies, service providers, suppliers, Participating Partners and agencies assisting with the Promotion, which may be outside the participating country, and to regulatory authorities as required. If the information requested is not provided, the Participant may not participate in this Promotion. The Promoter may contact the Participant from time to time with information about special offers, and products and services that may interest the Participant. Participant may also contact the Promoter to change his or her details. By submitting a refund or exchange claim, you provide your consent and agreement to the terms of this Privacy Notice. For more information related to HP's privacy policy in accordance with local laws, you may access [www.hp.com.my/privacy](http://www.hp.com.my/privacy).

25. These terms and conditions shall be governed by and construed in accordance with the laws in force in Malaysia. Participants agree to submit to the non-exclusive jurisdiction of the courts of Malaysia for all matters arising from or in relation to this Contest.

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