

HP Upgrade Program – India

Terms and Conditions

HP India (“HP”) offers the HP Upgrade Program (the “Program”) subject to the following Terms and Conditions. By enrolling in the Program, you are agreeing to these Terms and Conditions.

- 1) **The Program.** The Program is offered to interested customers (You) who opt to avail the same, consisting of the purchase of certain eligible HP Notebook(s) and HP Care services. The Program is available at select HP Selected stores.
 - a) **Eligible HP Notebook.** The HP Notebook products eligible for purchase under the Program that are listed on www.hpupgradeprogram.com
 - b) **HP Care Services.** The Program comprises of 3 yrs of HP Care Services and includes the following: i) Three year extended warranty ii) Three year Accidental Damage Protection (ADP) subject to the ADP T&C.
 - iii) McAfee Antivirus – You will be receive a three year McAfee Internet Security activation key in your registered email ID.
 - c) **Eligibility Period.** Offer benefit certificates shall be processed and emailed on the registered email id within 30 days from the date of receipt of offer fee. In case of any delay in processing, you will be informed through email. You are eligible to avail the benefits only after the certificates are emailed to you and extend to a maximum of the 3 yrs from the date of laptop purchase.

- 2) **Online signup.** Once you purchase the laptop, you can visit www.hpupgradeprogram.com, pay the signup fee and enroll online at www.hpupgradeprogram.com within 30 days from date of purchase.

- 3) This offer is only applicable in case of purchase Via Over the Counter Sale through “HP Authorized Resellers” (list of authorized resellers are available on www.hpupgradeprogram.com” from 14th February 2019.
- 4) This offer is valid on select SKUs of HP Notebook, any series that is not a part of eligible SKU list, will not be considered under this offer. Please check with your retailer about validity of the offer on your purchase. HP will not be responsible for any miscommunication in this regard.
- 5) Please ensure that you enter correct serial number of your product while doing registration in this offer. The serial number of the Notebook entered by you at www.hpupgradeprogram.com will be used to check validity of the offer.
- 6) The Customer needs to register within 30 days from the date of Purchase of notebook.
- 7) HP Notebook series covered under this offer are also available without this offer.
- 8) Please make sure that email id being provided at the time of registration on offer page, should be correct and belongs to the customer only, as all offer related communication shall be sent on this registered email ID only.
- 9) All customer queries regarding the offer can be directed to support@hpupgradeprogram.com
- 10) In case of any customer issues related to the offer (post online registration), a maximum of 3 attempts will be made to ensure the validity of the redemption and resolve genuine issues subject to fulfilment of terms and conditions of the offer.
- 11) Offer claimed by online customer shall be processed and communicated through Email / SMS. If customer wishes to check status of their claim, customer can visit www.hpupgradeprogram.com and using the notebook serial number or the order id status can be checked online.
- 12) **Account and Privacy.** You must be at least 18 years of age or otherwise have the legal capacity to enter into these Terms and Conditions. By enrolling in the Program, you agree that HP, its subsidiaries, HP’s authorized service providers may collect, maintain, process, transmit, use and share certain of your personal information, such as name, address, email address, your location, for the purpose of providing services and performing obligations under this Program. The collection and use of your information by HP and its subsidiaries shall be governed by [HP’s Privacy Statement](#). Information collected by HP authorized service provider shall be governed by their respective privacy policies. HP may communicate with you through e-mail/SMS for the purpose of administering the Program, including program features, services and promotions, warnings, reminders, and changes to the Program or the Terms and Conditions.
- 13) **Purchase, Price and Limitations.** By purchasing the HP Notebook under HP Upgrade Program, you agree to the terms set forth in this Terms & Conditions. HP reserves the right to limit enrolment to the Program, or to change the price of an eligible HP Notebooks under the Program at any time prior to you placing your order. You agree that HP Notebook(s) and HP Care Services under the Program are for your own use as an end-user customer and not for resale. HP reserves the right to cancel any order if HP reasonably suspects resale activity.
- 14) **Data on the Notebook.** While the HP team will guide you on any data backup queries, it is your sole responsibility to back-up any files or data from your Notebook. Data recovery is not a part of the Program and neither HP nor any HP authorized service providers accept responsibility or liability for lost files or data.

15) General

- a) The Program is available to qualified end-user customers residing in India.
- b) If any provision (or part of any provision) of these Terms & Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms & Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.
- c) You should keep copies of these Terms & Conditions and any sales receipt or other materials relevant to your purchase of the Notebook. HP reserves the right to substitute, change, cancel or add to any part of these Terms & Conditions at any time, including terminating the Program or modifying the HP Care for Notebook Terms & Conditions. In the event the Program is terminated, you will still be responsible for any outstanding balances due under the terms of your credit card agreement with the issuing Bank.

- d) HP's service, support and warranty commitments do not cover claims resulting from:
 - i) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - ii) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP; iii) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; iv) malware (e.g. virus, worm, etc.) not introduced by HP;
- e) In no event shall HP India be liable and/or responsible for claims arising out of or in connection with the use of the Bundled Third Party Software. For issues, if any, HP India shall assist You in resolving the issue along with the respective owner of the Bundled Third Party Software.
- f) Notwithstanding anything contained hereinabove, in no event shall HP India be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages.