HP TECH MAKEOVER CONTEST OFFICIAL RULES

THE FOLLOWING CONTEST IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS CONTEST IF YOU ARE NOT ELIGIBLE AND LOCATED IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY.

- NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The HP Tech Makeover Contest ("Contest") is open and offered only to legal residents of the 50 United States and District of Columbia who are at least the age of majority in their state of residence (19 in AL and NE, 18 in all other states) and a business owner of a small business (excluding nonprofit organizations) that is in good standing with Sponsor at the time of entry and at the time prizes are awarded ("Entrant"). For the purposes of this Contest, a small business shall be defined as a company that employs 10-500 employees. NOT OPEN TO THE GENERAL PUBLIC. NONPROFIT ORGANIZATIONS ARE NOT ELIGIBLE. Employees, officers and directors of the Hewlett-Packard Company ("Sponsor"), its parent, subsidiaries and affiliated companies, advertising, or production agencies and Web masters/suppliers (collectively the "Promotion Parties"), and their respective IRS dependents, immediate family members (spouse, parent, child, sibling and their respective spouses) and individuals residing in their same household are not eligible to participate or win. The Contest is subject to applicable federal, state and local laws and regulations. Void where prohibited. Sponsor reserves the right, at any time, to verify eligibility requirements in any manner it deems appropriate. By participating, participants agree to these Official Rules, which are final and binding in all respects.
- **2. CONTEST ENTRY PERIOD:** The Contest begins at 6:00:00 a.m. Pacific Daylight Time ("PDT") on March 16, 2015 and ends at 11:59:59 p.m. PDT on August 31, 2015 ("Contest Entry Period"). Sponsor's computer is the official time keeping device for the Contest.
- **3. CONTEST ASSIGNMENT:** The Contest invites the Entrant to submit answers to a series of questions about their business (the "Registration Form") and submit an essay explaining "Why does your business deserve a technology makeover? How would it impact your short and long term goals and help solve your business's challenges?" (the "Essay"). The Registration Form will take approximately two (2) minutes to complete; the Essay is limited to 2,500 characters. Submissions must be in English. **Only the Essay will be judged.** See Rules #6 and #7 for Finalist and Grand Prize winner selection process. The information you provide on the Registration Form will only be used to contact you if you are selected as a Finalist. Sponsor will not use information for marketing/solicitation purposes if you are not selected as a Finalist.
- **4. TO ENTER:** Visit www.hp.com/businessnow ("Website") and follow the online instructions to complete the Registration Form, input your Essay, and submit your entry (altogether the "Entry") according to all Contest Entry Guidelines as specified herein and on the Website.

During the registration process, participant must review and accept these Official Rules and will have the opportunity to opt in to receive promotional emails from Sponsor. Opting in to receive promotional emails from Sponsor is optional and not required for entry. If you are not the business owner of the company you are representing, you must have authorization and confirm that you are authorized to enter the Contest on the company's behalf by indicating so as stated on the Website.

Limit one (1) Entry per person/business. Entries must be received by 11:59:59 p.m. PDT on August 31, 2015 to be eligible. Any other form of entry is void. Automated Entries are prohibited, and any use of automated devices will cause disqualification.

Sponsor reserves the right to verify all Entries. In the event of a dispute regarding Entries received from multiple users having the same email account, the Authorized Subscriber of the email account used to submit an Entry will be deemed to be the Entrant and must comply with these Official Rules. "Authorized Subscriber" means the natural person who is assigned to the email address by the internet service provider, on-line service provider, or other organization responsible for assigning email addresses.

- **5. CONTEST ENTRY GUIDELINES:** By submitting an Entry you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not previously won awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from a person whose name or likeness is used in the Entry (if any); and (f) that publication (if any) of the Entry via various media including Web posting, will not infringe on the rights of any third party rights. Any such Entrant will indemnify and hold harmless, Sponsor from any claims to the contrary. The Entry must comply with these Official Rules and meet the following guidelines:
 - Entries must comply with these Official Rules;
 - Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or reference pornography, nudity or any materially-dangerous activity;
 - Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
 - Entry cannot be obscene or offensive, endorse any form of hate or hate group;
 - Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
 - Entry cannot infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
 - Entry cannot infringe copyrighted materials owned by others. Sponsor does not
 permit the infringement of others' rights and any use is grounds for disqualification
 from the Contest. Do not copy lines from your favorite movie or book or include
 materials or trademarks belonging to any third parties or incorporate the names,
 likeness or personas of any party other than yourself unless you have obtained all
 rights necessary to permit you to use the same in connection with your Entry and
 grant the rights herein granted to Sponsor;

- Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Entry cannot depict, and cannot itself, be in violation of any law.

Any waiver of any Entrant obligation hereunder by Sponsor does not constitute a general waiver of Entrant obligations. Sponsor reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, to request that any Entrant resubmit his or her Entry which fails to comply with the Entry requirements prior to the end of the Contest Entry Period.

- **6. FIRST ROUND OF JUDGING:** All eligible Entries will be judged by a panel of judges ("Judges") on the following criteria ("Judging Criteria"): (a) Why your business deserves a technology makeover (30%); (b) Potential impact of the technology makeover on business goals/growth (30%); and (c) The business' overall energy, enthusiasm, creativity and passion (40%). The ten (10) Entries receiving the highest cumulative scores as determined by the Judges will be deemed the Finalists. In the event of a tie, tie breaker will be based upon the highest point score in the first Judging Criteria, continuing thereafter to each Judging Criterion in order, as needed, to break the tie.
- **7. FINALIST NOTIFICATION:** Potential Finalists will be notified by mail, email, and/or phone on or about October 6, 2015. Businesses deemed as potential Finalists are subject to credit approval and execution of standard Hewlett-Packard Financial Services Company and its subsidiaries and affiliates (collectively HPFSC) documentation. Finalists will be required to complete, execute, and return an Affidavit of Eligibility and a Liability Release within seven (7) days of receipt of notification. Additional documentation may be required as specified by Sponsor, in Sponsor's sole discretion, and will be communicated to potential Finalists at the time of notification. If documents are not returned timely, or if the prize notification is returned as nondeliverable, or if Finalist is found to be ineligible or otherwise not in compliance with these Official Rules, prize may be forfeited. Sponsor is not responsible for any change of email, mailing address and/or telephone number of Entrants.
- **8. SECOND ROUND OF JUDGING:** Finalists will be required to participate in an interview via phone or online video conference and at a time and date, as specified by Sponsor. All interviews must be completed by October 9, 2015 in order to be considered in the Second Round of Judging. The interview shall include a presentation by the Finalist to the Sponsor and/or its representatives. All Finalists' Interviews/Presentations will be judged by the Judges, based on the original Judging Criteria as stated in Rule #6. The top three (3) Finalists Interviews/Presentations receiving the highest cumulative scores as determined by the Judges will be deemed the Grand Prize winners. Grand Prize winners will be determined on or about October 14, 2015.
- **9. PRIZE DETAILS: Grand Prizes (3):** A proposed technology solution to include HP hardware and software and Microsoft software as recommended by Sponsor's representative. Grand Prize winner may be required to enter into an agreement for HP Subscription services for specified time period ("Agreement") as part of the prize package. Grand Prize winner will not be charged for the subscription services but must enter into such Agreement for a specified time period. Approximate Retail Value ("ARV"): \$25,000 each. **Finalist Prizes (7):**

HP EliteBook Folio 1020. ARV: \$1,249 each. **Grand Prize winners are not eligible to receive a Finalist Prize.** Owner, on behalf of the Winning Business (hereinafter, the "Winner" or "Finalist"), must accept prize as stated by Sponsor, or prize may be forfeited. Taxes on prize are solely the responsibility of the Winner or Finalist. Winners/Finalists will be issued an IRS 1099 tax form for the actual value of the prize. Prize is non-transferable and no substitution of prize is offered. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Unclaimed prize will not be awarded.

10. CONDITIONS APPLICABLE TO THE FINALISTS AND GRAND PRIZE WINNERS: By accepting a prize, for no additional compensation or consideration, Winners and Finalists grant to Sponsor the right to use Company Name and entrant's name, facsimile signature, photograph, likeness, biographical information and/or endorsement in connection with the advertisement and promotion of this Contest and/or HP products. Winners and/or Finalists may be required to participate in one (1) or more Promotional Events as reasonably requested by Sponsor. For the purpose of these Official Rules, a "Promotional Event" is any event or activity sponsored by Sponsor, including but not limited to: Interviews, whether live, taped, print, broadcast, magazine/TV/radio events; video news releases, audio news releases, TV shoots, photo sessions; event appearances and other engagements.

Finalists will be required to submit to a confidential background check to help ensure that he/she will not pose a safety threat or, in the Sponsor's sole discretion, bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. Sponsor reserves the right to disqualify a Finalist based on the results of his/her background check. The Finalist must agree to sign waiver forms authorizing the release of personal and background information.

11. GENERAL CONDITIONS: As a condition of entering, Entrants agree (and agree to confirm in writing) that Sponsor, Promotion Parties and all of their respective officers, directors, employees, representatives and agents (collectively "Released Parties") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest or any Contest-related activities. Except where legally prohibited, Finalists/Winners grant (and agree to confirm such grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likenesses, voice, biographical information and statements, and Entry (whether altered, changed, modified, edited, used alone, or used with other works) at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, non-exclusive license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the Entrant. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, will not place Sponsor under any obligation, Sponsor is free to disclose or otherwise use the ideas contained in the Entry on a

non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

Any submitted Entry or a Promotional Event will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the participant irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry or a Promotional Event, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Participant hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that participant may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify the Entry or Promotional Event, in its sole discretion. Upon request of Sponsor, participant shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry or Promotional Event and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

12. LIMITATIONS OF LIABILITY: Sponsor and Released Parties are not responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered Entries or emails; or for interrupted or unavailable satellite, network, server, Internet Service Provider, Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry, or other information, or the failure to capture, or loss of, any such information. Sponsor and Released Parties are not responsible for any incorrect or inaccurate information, whether caused by users of the Website, or by any equipment or programming associated with or utilized in this Contest; and assume no responsibility for any error. omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of the Contest or Website, to be acting in violation of the terms of the Website or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor and Released Parties are not responsible for injury or damage to participant, participant's computer or any other person's computer related to or resulting from participating in this Contest or downloading or copying materials from or use of Website. If, for any reason, Contest, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Contest, and determine Finalists/Winners from eligible non-suspect Entries received prior to action taken,

or as otherwise deemed fair and equitable by Sponsor. Please see the privacy policy located at http://welcome.hp.com/country/us/en/privacy.html for detail of Sponsor's policy regarding the use of personal information collected in connection with this Contest. Finalists/Winners' names may be included in a publicly available winners list.

13. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN SPONSOR'S CONTEST, EACH ENTRANT AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE: (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR PRIZE RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK. PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED:

- AND (4) ENTRANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.
- 14. GOVERNING LAW/JURISDICTION: By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of California, in Santa Clara County, California. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Santa Clara County, California, USA.
- **15. WINNER'S LIST:** For the names of the Finalists and Winners, write your complete name and address on a 3"x5" card and mail in a first-class, stamped envelope to: HP Tech Makeover Contest Winner's List, P.O. Box 3000, Dept. 922-766, Young America, MN 55558-3000, for receipt by October 30, 2015.