

TERMS AND CONDITIONS/OFFICIAL RULES

Frontline HP Proactive Select Promotion 2009

INTERNET ACCESS IS REQUIRED TO ENTER. OFFERED AND OPEN ONLY TO THOSE ELIGIBLE ENTRANTS WHO ENTER FROM WITHIN THE COUNTRY OF AUSTRALIA

1. **ELIGIBILITY:** The Frontline HP Proactive Select Promotion ("Promotion") is open only to legal residents of [Australia] who are eighteen (18) years of age or older at the time of entry ("Entrants"). Void where prohibited by law. Employees of Frontline Systems Australia Pty Ltd, Hewlett-Packard Development Company, L.P. and their subsidiaries, affiliates, and entities engaged in the development, distribution and implementation of this promotion and the immediate families (parent, child, siblings, spouse) and members of the same household (whether related or not) of such employees are not eligible to enter or win a prize. Subject to all applicable federal, state, provincial and local laws and regulations. All Entrants are responsible for compliance with any contractual limitations and/or office policies, if any, regarding participation or prize acceptance in the Promotion.

2. **SPONSOR:** The Promotion is sponsored by Frontline Systems Australia Pty Ltd and Hewlett-Packard Development Company, L.P. Frontline, (the "Sponsor"), is located at L3, 6 Bridge Street, Sydney, Australia, NSW, 2000.

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Promotion constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and decisions of Sponsor which are final and binding in all respects.

4. **PROMOTION PERIOD:** Promotion begins on 25 May 2009 and ends July 15 2009 ("Promotion Period"). The Promotion Period may vary per country due to variant prize quantities per country. All Entries (defined below) must be received within the Promotion Period applicable for the Entrant's country of legal residence.

5. **ENTRY:** To enter, log onto, during the Promotion Period applicable for your country of legal residence, fill out the registration form, and enter your answer to the Promotion question. **LIMITED TO ONE (1) ENTRY PER INDIVIDUAL.** Multiple entries will be disqualified.

In the event of a dispute as to any entry, the authorised account holder of the email address used to enter will be deemed to be the entrant. The "authorised account holder" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Notwithstanding anything in these terms and conditions, Sponsor reserves the right at any time in its absolute discretion to: (i) Cancel or modify the Promotion, or any part thereof; (ii) Determine and/or amend, by addition to, deletion from or variation of, these terms and conditions without prior notification, including but not limited to, the eligibility terms and criteria for the Promotion, the selection of winners, and the timing and venue of any act to be done, and all Eligible Entrants and winners shall be bound by such determination and/or amendments; and (iii) Substitute, withdraw or cancel any prize without prior notice and without having to disclose any reason thereof and without any payment or compensation whatsoever. Sponsor assumes no responsibility for lost, stolen, late, incomplete, invalid, illegible or misdirected submissions or claims; for failed, partial or garbled computer transmissions; or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software or electronic or human error which may occur in the transmission of any information related to this promotion or in the processing of claims.

6. **Judging:** On or about 20 July 2009. All decisions by the Judges are final. Upon completion of the competition, the prize winner will be contacted directly by a representative of the Sponsor.

7. **PRIZES:** (a) Winner will receive [one of ten] ten (10) credit HP Proactive Select Credit Packages, to the maximum value of \$4921.00AUD. Any costs or other fees that may incur and surpass the prize value of \$4921.00AUD are not included in the prize package and are the sole liability of the winner. Sponsor abnegates any contractual agreement that the winner may enter into with individual solutions providers.

(b) All Eligible Entrants who engage with Frontline to select an HP Proactive Select Credit Package, and complete a successful sales transaction with Frontline around this deal, have the option to ensue a complimentary Customer Audit Program to the value of \$1300.00AUD. The Customer Audit Program (CAP) is designed to enable HP Business Partners the ability to utilise HP's infrastructure auditing capabilities to better manage their clients' maintenance support requirements. HP Business Partners can offer this service to their client base to facilitate any number of valuable outcomes for both the HP Business Partner and their End Customer. HP will prepare a report on your clients' specific environment and all equipment discovered during the audit. This report will highlight equipment covered by:

- HP Inherent system warranty (base system warranty)
- HP Care Pack support
- An HP Support Contract

The Audit will also include non HP infrastructure depending on the initial audit scope defined by you HP will present, you, "the HP Partner", with a quotation for your End Customers consideration, to have the discovered equipment supported by an HP maintenance agreement where current support has lapsed. All services, or support over-and-above this program, or that arise as a condition of this program are the sole responsibility of the HP Partner.

8. GENERAL CONDITIONS: Sponsor reserves the right to cancel or modify the Promotion if any attempt is made to cheat or engage in fraud, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right to contact any Entrant in order to verify the information provided in the Entry. Sponsor reserves the right to require verification from the potential winners. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of any provision. Sponsor reserves the right to refuse acceptance of an Entry without the need to furnish any explanation nor to entertain any queries by Entrants. In the event of a query or dispute, Sponsor's decision shall be final.

9. USE OF PERSONAL INFORMATION: Personal information submitted while participating in the Promotion will be used only to contact potential winners unless Entrant has checked the Opt-In box on the registration page. Such personal information will not be used for any other purpose. Personal information means any information that may be used to identify the individual making the entry including, but not limited to, a first and last name, an email address, a home, postal or other physical address, other contact information, a title, a birth date, such individual's gender, occupation or industry, or other information needed to meet the obligations of the Promotion. If the Opt-In box has been checked, Entrant grants to Sponsor and its affiliates an irrevocable right to print, reproduce, publish, use, edit, adapt, display, broadcast and/or modify worldwide in any way, in any and all media, now known or hereinafter developed (without compensation to Entrant), including, but not limited to, the World Wide Web and the Internet, at any time(s), the winner's name and logos, and the name, portrait, picture, voice, likeness, and biographical information of the individual who entered on behalf of the winner, as news, information and for advertising and promotional purposes without additional compensation or review. Checking the Opt-In box further constitutes Entrant's consent to assign and transfer irrevocably to Sponsor any and all rights, title and interest in the Entry, without limitation, including all copyrights. By participating in the Promotion and to the fullest extent under applicable laws,

10. WARRANTY: EXCEPT FOR WARRANTIES AND CONDITIONS IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY OR SUITABILITY OF THE PRIZE. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent. In this event, sponsor's liability is limited to, as its option: (i) the replacement of the prize or the supply of an equivalent prize; (ii) the repair of the prize; or (iii) the payment, if it does not contravene any law, of the cost of the replacement, supply or repair.

LIMITATIONS OF LIABILITY: BY PARTICIPATING AND ACCEPTING A PRIZE, EXCEPT FOR LIABILITY UNDER STATUTE WHICH CANNOT BE EXCLUDED, EACH WINNER AGREES THAT SPONSOR, ITS

SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY CLAIMS, LIABILITY, OR CAUSE OF ACTION FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING WITHOUT LIMITATION PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, PARTICIPATION IN THIS PROMOTION, OR PARTICIPATION IN ANY PROMOTION OR PRIZE RELATED ACTIVITY. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN EXCLUDES OR LIMITS THE SPONSOR'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT.