

Mitsubishi Trade In Trade Up Terms and Conditions

To complete your transaction, please read these terms and conditions. By clicking on the "Accept" button at the bottom of the page and by using this website, you agree to each of the terms and conditions set forth and/or linked below.

The Mitsubishi Trade In Trade Up Program is a service provided by Market Velocity, Inc. ("MVI"), an independent third party, on behalf of Mitsubishi Electric Photo Imaging. Mitsubishi is not affiliated with this program and is not involved in the transaction between Market Velocity, Inc. and customers participating in the program. Any and all transactions conducted on this site are solely the responsibility of Market Velocity, Inc. and such visitors. By clicking on the "Accept" button below, you hereby release Mitsubishi and its respective directors, employees, and agents from any disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to, your use of Market Velocity, Inc.'s services and the Mitsubishi Trade In Trade Up Program including, without limitation, uncompleted or completed transactions and any claims or disputes between you and Market Velocity, Inc.

The following terms and conditions apply to your use of the Market Velocity, Inc. service. If you have any questions that our Help page cannot answer, please contact mitsubishics@marketvelocity.com. We may amend this site at any time by posting the amended terms on this site. Terms are effective immediately upon posting. These terms and conditions may not be otherwise amended except for a special circumstance which must be in writing and signed by both parties. This version of the site was first posted on January 19, 2007.

Eligibility Rules

1. Trade In an eligible digital photo printer and purchase a Mitsubishi CP-3020DAU, CP-9550DW imaging printer or DPS Click 5000 series or DPS Kiosk 7000 series system between January 19, 2007 and December 31, 2007.
2. Eligible trade-in models and associated rebate values are:

Trade-in Manufacturer	Trade-in Model	Rebate Value
Mitsubishi	CP-8000DW	\$150
Mitsubishi	CP-9000DW	\$150
Mitsubishi	CP-9500DW	\$150
Agfa	Image Print 300	\$150
Fuji	NC1000 Series	\$150
Fuji	ASK 1500	\$150
Fuji	ASK 2000	\$150
Kodak	8500 Series	\$150
Kodak	8600 Series	\$150
Kodak	1400 Series	\$150
Kodak	9810 Series	\$150
Kodak	6800 Series	\$250
Kodak	6850 Series	\$250
Shinko	CHC-S9045	\$150
Shinko	CHC-S1245	\$150

Shinko	CHC-S2145	\$250
Sony	UPD-50 Series	\$150
Sony	UPD-5500 Series	\$150
Sony	UPD-70 Series	\$150
Sony	UPD-70A Series	\$150
Sony	UPD-75 Series	\$150
Sony	UPD-8800 Series	\$150
Sony	UPD-DR100	\$250
Sony	UPD-DR150	\$250
Sony	UP-CR10L Snap Lab	\$250
Sony	UP-CX1	\$250
Copal	DPB-1000 Series	\$250
Copal	DPB-1500 Series	\$250
Olmec	OP 500 Series	\$250
Olmec	OP 610 Series	\$250
Pixel Magic	Megapixel I	\$250
Pixel Magic	Megapixel II	\$250
Pixel Magic	Megapixel III	\$250
Olympus	P400	\$100
Olympus	P440	\$100

3. One trade-in product will be accepted per new product purchased.
4. There is a maximum of ten (10) units that can be purchased and traded in.
5. Trade-in product must be in working condition in order to participate.
6. The Mitsubishi Trade In Trade Up Program is valid only in the United States and the trade-in product must be located in the United States.
7. The company accepting these Terms and Conditions must be the one making the trade-in claim. The trade-in redemption check will be made out to the person or company name provided during the claim process.
8. This promotion may be combined with other Mitsubishi rebate offers.
9. Promotion void where taxed, regulated, restricted or prohibited by law.
10. Employees (and their immediate families including spouse, natural and stepparents, children, siblings and member of their household) of Mitsubishi and its affiliates and advertising and promotional agencies are not eligible to participate.
11. The Mitsubishi Trade In Trade Up Program is available only for purchases of new eligible product direct from Mitsubishi Photo Imaging or from an authorized Mitsubishi Photo Imaging reseller or authorized dealer. The program is not valid on refurbished product, reseller demo units or product

purchased through internet auctions, or from any other unauthorized reseller of Mitsubishi Photo Imaging product.

12. For questions regarding the status of your submission, please contact customer service at mitsubishics@marketvelocity.com.

Claim Submission Process

1. Customer must complete this on-line claim within sixty (60) days after the purchase date or by February 28, 2008, whichever is sooner. Registration is required to complete the claim form.
2. Customer must accurately indicate the number of products they are trading in and purchasing on a one-to-one basis. Market Velocity will email the pre-addressed, pre-paid shipping labels on behalf of the Mitsubishi Trade In Trade Up Program. If you have any questions regarding shipping instructions or shipping labels, please contact mitsubishics@marketvelocity.com.
3. Once valid claims have been submitted and received, customers will receive a Mitsubishi Trade In Trade Up Program confirmation email with a claim number. The email will contain instructions on any additional steps required for the claim process. Customers are advised to print out and save the confirmation email with the claim number, instructions and their claim information for their records. The claim number will be used to answer questions relating to the promotion.
4. Customers must fax or mail in the following two documents: Proof of Purchase (sales invoice) dated between January 19, 2007 and December 31, 2007 and the Mitsubishi Trade In Trade Up Program confirmation email. Customers should keep a copy of the entire claim for their records. These supporting documents must be submitted within thirty (30) days of the claim date or by February 28, 2008, whichever occurs sooner.

Mitsubishi Trade In Trade Up Program
c/o Market Velocity, Inc.
3885 Crestwood Parkway, Suite 500
Duluth, GA 30096
Fax: 770-925-9064

5. Within one (1) business day of the claim submission, MVI will send shipping instructions and a shipping label/placard. The shipping instructions will be emailed. Customers must ship their trade-in(s) in accordance with the instructions provided by MVI. The shipping label/placard is valid for thirty (30) days from the issue date, or through March 31, 2008, whichever is sooner.
6. Trade-in product(s) must be shipped within 30 days of receipt of the shipping instructions or by March 31, 2008, whichever is sooner. Customer is responsible for paying for packaging materials and/or services and for following the packaging instructions provided by MVI. If you would like to purchase a box, you may visit www.onepak.com or purchase them from your local FedEx Kinko's or UPS store.
7. MVI must receive a fully completed claim form, as well as the eligible trade-in product and the proof of purchase of new Mitsubishi product before MVI will initiate issuance of redemption check. Redemption check will not be sent prior to MVI's receipt of the completed claim form, valid proof of purchase and the eligible trade-in product. Customer can expect to receive redemption check within 6 to 8 weeks of satisfying these requirements.
8. All incomplete claims will be automatically rejected. Incomplete claims must be completed and resubmitted within the promotional period to be processed. A claim is considered incomplete if it matches one or more of the following criteria: missing any information requested on the claim form, missing proof of purchase documents, invoice with invalid purchase dates, invalid trade-in product(s) and/or traded in product(s) that are not shipped within the 30 day limit.

Trade-in pickup and delivery

1. The trade-in product(s) must be located within the United States.
2. Customer is responsible for paying for proper packaging to ship the trade-in.
3. To ensure you receive the redemption amount, it is very important to properly package your trade-in product(s) following these packing instructions:
 - a. Package the item(s) in a sturdy cardboard box designed specifically for shipping.
 - b. Shipping tape that is 2-3 inches wide should be used. We do not recommend using masking or cellophane tape. Tape all edges on the sides, top and bottom to make sure there are no rough edges that could be snagged by automated mail processing equipment.
 - c. Attach the pre-addressed, pre-paid shipping label to the outside of the package. Use a piece of clear shipping tape over the top of the label. It is important to use the MVI shipping label, as it will be used to expedite tracking and identification. This will also increase the speed of your return.
 - d. Please ensure you include any documentation and accessories that were originally included with your device. These items may include, but are not limited to: warranty cards, operating instructions, driver software and connection cables. Failure to include these items may impact the redemption value. If you do not have these items, please contact mitsubishics@marketvelocity.com for further assistance.

Receipt and validation of trade-ins by MVI

1. The trade-in model number must match what was provided to MVI during the on-line claim process. If they do not match, MVI reserves the right to reject your claim. If you return an ineligible trade-in product, MVI cannot return your trade-in product and your redemption value will be forfeited.
2. Trade-in product must be in working condition.
3. All trade-in products are subject to inspection and acceptance by MVI upon receipt and prior to issuance of any redemption value. If trade-in products are not delivered within the time-frame as set forth above, MVI reserves the right to reject your claim. MVI cannot return your trade-in product and your redemption value will be forfeited.
4. The customer and/or the Mitsubishi authorized reseller (if the reseller is claiming on behalf of the customer) each warrant that the trade-in product(s) are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due.
5. The customer and/or the Mitsubishi authorized reseller each shall indemnify MVI from all claims or losses sustained by MVI as a result of any breach of this warranty.
6. Risk of loss for the trade-in products shall remain with the customer and/or Mitsubishi authorized reseller (as determined between customer and/or Mitsubishi authorized reseller) until delivery of the same to the designated carrier.
7. The delivery of the trade-in product(s) to MVI's carrier shall be final and effective to transfer title of such products to MVI free and clear of all liens and other encumbrances. No trade-in products or any part thereof will be returned to the customer.
8. Title of the trade-in product passes to MVI upon carrier pick up.

Reseller involvement

1. Resellers may submit claims on behalf of their customer or themselves.
2. Mitsubishi will not compensate resellers for discounts that exceed the promotion trade-in redemption values.
3. Participation in the Mitsubishi Trade In Trade Up Program serves as acknowledgment that the customer agrees that its reseller, and not Mitsubishi, is solely responsible for any negotiated sum exceeding Mitsubishi authorized trade-in redemption values.
4. Reseller may not substitute other trade-in product(s) or submit trade-in product(s) not owned by customer, and not covered under the terms & conditions of this promotion.

Releasing Rights to Your Traded Product

Once you send Market Velocity, Inc. your product, Market Velocity, Inc. cannot and does not guarantee that it will be able to honor any request for return of the product and/or any data or information contained in said product.

Fitness for Sale

You must own the right, title, and interest in any and all items you seek to sell through the Mitsubishi Trade In Trade Up Program. Such items, or the sale and shipment of such items, must not violate any applicable laws, statutes, ordinances, or regulations including export laws. You are responsible for complying with any and all such laws. Any items you seek to sell through the site using Market Velocity's services: (1) shall not infringe on third party intellectual property rights (including copyrights, trademarks, patents, trade secrets or other proprietary rights), (2) shall not be counterfeit, stolen, or fraudulent.

Misrepresented Product

To receive your redemption check, you must accurately state your current product's condition. Market Velocity will perform an inspection upon receipt of your product. If the product's condition differs materially from that which you described, Market Velocity reserves the right to re-price your transaction quote using the same condition parameters originally available to you. You agree to state product conditions accurately and to the best of your ability based on the guidelines posted on this site.

Redistribution and Recycling of Products

Market Velocity, Inc. will be solely responsible for ensuring that this product is redistributed and/or disposed of in accordance with all applicable laws and regulations including, without limitation, all Environmental Protection Agency regulations.

Transmission Errors

Market Velocity, Inc. makes every effort to ensure the accuracy of all information that you receive in relation to your traded product. In the event of typographical errors, technical inaccuracies, or product pricing errors or omissions, Market Velocity, Inc. reserves the right to correct the error within seven calendar days of the trade. If Market Velocity corrects the error, Market Velocity will provide you with the following options: (1) to proceed with the transaction based on the corrected information, or (2) to cancel your transaction, in which case we will promptly send your product back whenever possible or replace it with like product (i.e. similar make, model).

Sharing Information with Mitsubishi

We will share your basic contact information (name, email address, address) with Mitsubishi, the sponsor of this trade-in promotion. Mitsubishi may add this information to its customer data base. If it

does so, the information will only be used in strict accordance with Mitsubishi privacy policies.

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH GEORGIA LAW, AND NO CONFLICT OF LAWS OR PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE THAT ANY ACTION AT LAW OR INEQUITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS WILL BE FILED ONLY IN STATE OR FEDERAL COURT LOCATED IN ATLANTA, GEORGIA, AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS.