



BenQ Cares Education Grant Program For 2015 - 2016 School Year

The **BenQ Cares Education Grant Program** (the "Program") is an education program designed to provide underwriting in the form of discounts that helps qualified educational institutions purchase certain BenQ Interactive Flat Panels ("IFP") products for their classrooms. The Program assists K–12 schools, higher education and other qualifying institutions (defined below) to acquire interactive BenQ technology products to enhance students' learning environment.

NOTE: By submitting the Program application, applicant affirms to have read and accepted the Terms and Conditions below.

Terms and Conditions

1. Program Sponsor: BenQ America Corp., 3200 Park Center Drive, Suite 150, Costa Mesa, CA 92626.

2. Eligibility: Applications for the Program are accepted from all accredited public or private, not-for-profit educational institutions, providing education for: (i) K–12, (ii) college, (ii) university, and (iii) vocational and technical instruction; plus (iv) museums and science centers, and (v) libraries located in the United States (excluding Puerto Rico and other US territories or possessions) and Canada ("Qualifying Institutions").

3. Grant: A grant is provided in the form of discounts ranging from 25% and 60% off the manufacturer suggested retail list price for the purchase of eligible BenQ IFP products ("Grant") from BenQ designated resellers ("BenQ BEST and Integrators Choice Resellers"). The Grant can only be used by the Qualifying Institution to purchase qualified BenQ products from BenQ BEST and Integrators Choice Resellers as provided under these Terms and Conditions. The Grant does not have a cash value, cannot be redeemed for a credit or other value and it is non-transferrable.

4. Products: Products eligible for the Grant are the following Interactive Flat Panels (subject to availability):

- IL650 (60% discount)
- RP702 (35% discount)
- RP790 (30% discount)
- RP840G (25%discount)

For more information about these products, please visit <http://info.benq.us/edu-grant>.

5. Authorized Resellers: All BenQ BEST and Integrators Choice Resellers are authorized by BenQ to sell BenQ products to Qualifying Institutions. A BenQ BEST and Integrators Choice reseller can help the Qualifying Institution determine the ideal solution for its needs, assist with the completion of the Grant application and coordinate the delivery and setup of the products.



For a list of BenQ BEST and Integrators Choice resellers in your area, visit <http://info.benq.us/edu-grant>.

6. Reseller Choice: The Grant review and approval process requires that the Qualifying Institution designates a preferred BenQ BEST or Integrators Choice Reseller in the Grant application. If the application is approved, the Qualifying Institution will be required to purchase from the designated BenQ BEST or Integrators Choice Reseller in order to use the awarded Grant. If the Qualifying Institution does not designate a BenQ BEST or Integrators Choice Reseller on the application, the Program Sponsor will work with the Qualifying Institution to have one appointed. The Program Sponsor will make every effort to ensure that each appointed BenQ BEST or Integrators Choice Reseller will offer the highest level of service and support to the Grant recipient.

7. Submission and Review Criteria: The application must be submitted by a legally authorized representative of the Qualifying Institution, who is legally authorized to bind such Qualifying Institution.

Applicants must submit a completed Grant application online that includes a written description of their intended use of the eligible BenQ products. A Grant Application Committee of the Program Sponsor will review the eligibility, evaluate the use intent and award Grants at its sole discretion on a case by case basis. BenQ products are subject to availability. If the desired BenQ product is not available the BenQ BEST and Integrators Choice Reseller will work with the Grant recipient to identify a BenQ IFP product that meets the Grant recipient's needs.

8. Application Deadline: Applications for a 2015–2016 School Year BenQ Cares Education Grant Program may be submitted to the Program Sponsor at any time prior to 11:59 p.m. Pacific Standard Time, December 31, 2015. Grant applications will be processed and Grants awarded as received. Grant recipients have until 11:59 p.m. Pacific Standard Time January 31, 2016, to use their Grant, after which time their Grant will expire.

9. Grant Notification: The Program Sponsor will use reasonable effort to notify you of the approval of your Grant application within 10 business days for Grant applications received online. If awarded, the notification will state the Grant approval number and the designated BenQ BEST or Integrators Choice Reseller. At the same time, the Program Sponsor will notify the Qualifying Institution's BenQ Best or Integrators Choice Reseller. The BenQ BEST or Integrators Choice Reseller will contact the Qualifying Institution to discuss its BenQ product requirements and assist it in utilizing the Grant. Acceptance of the Grant shall constitute Grant recipient's agreement and consent that (i) Program Sponsor and its designees may use such Qualifying Institution's name, city, state, photo, and/or prize information in connection with the Grant for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, unless prohibited by law, and (ii) at Program Sponsor's reasonable request, provide verbal or written testimonials about **BenQ Cares Education Grant Program**.

10. Award Product Quantity: Upon receipt of the Grant, the Grant recipient may proceed to purchase the number of BenQ IFP products specified under the awarded Grant. Should the Grant recipient wish to purchase more units than are approved under the Grant, the designated



BenQ BEST or Integrators Choice Reseller will request the Program Sponsor to amend the Grant without further paperwork from the Grant recipient. The decision to amend the Grant will be at the sole discretion of the Program Sponsor.

11. Reservation of Rights: Program Sponsor reserves the right to cancel, change or suspend the Program at its sole discretion at any time. Nonetheless, such cancellation, change or suspension will not affect the Grant which has been awarded or the applications that have been received by the Program Sponsor as of the date of the applicable cancellation, change or suspension of the Program.

12. Release: By participating, Qualifying Institution agrees to release and hold harmless Program Sponsor, its parent company, subsidiary, distributors, and resellers from and against any claim or cause of action, arising out of participation in the Grant or receipt or use of Grant award.

13. Limitations of Liability: Program Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by applicant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connections or network hardware or software; (3) unauthorized human intervention in any part of the Grant; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Program, (5) late, lost, undeliverable, damaged or stolen mail or data. Program Sponsor is not responsible for any unauthorized third party use of any Grant application or Grant award.

14. Governing Law. These Terms and Conditions and this Program will be governed by the laws of California, excluding any conflict of law provisions, and Grant applicant consents to the exclusive jurisdiction and venue of the state and federal court in Orange County, California for any disputes arising out of or related herein. Grant applicant agrees that any and all disputes, claims and causes of action arising out of or connected with this Program or any Grant awarded will be resolved individually, without resort to any form of class action and any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with applying for or receiving a Grant, but in no event attorneys' fees.