

ONLINE LEADER BOARD CONTEST FOR DELL TECHNOLOGIES “TECH BYTES” TERMS AND CONDITIONS

AGREEMENT TO TERMS AND CONDITIONS: By entering the Online Leader Board Contest for Dell Technologies “Tech Bytes” Competition (the “**Competition**”), Entrant hereby fully and unconditionally agrees to these Terms and Conditions and Promoter’s and Administrator’s (if applicable) decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any violation of these Terms and Conditions will result in disqualification. Further, You expressly agree that the Promoter and Administrator will use Your personal information provided by You in Your Entry/Submission for the purpose relating to the Competition in accordance with the Privacy Policy at www.dell.com/privacy.

YOUR REPRESENTATIONS: By submitting an Entry and/or a Submission, You affirmatively represent that You have read and agree to these Terms and Conditions. In addition, by submitting an Entry and/or a Submission, You represent that (a) the Entry/Submission is original, (b) You are the sole creator of the Entry/Submission, (c) the Entry/Submission does not violate any local, state, national or foreign laws, and (d) You agree that You are in compliance with all of Your employers’ rules, policies, and procedures that relate to accepting prizes. Further, You irrevocably assign all rights, title and interest in Your Entry/Submission to the Promoter and waive any moral rights in relation to the same.

NOTICE TO PUBLIC OFFICIALS: Dell understands that the laws of many jurisdictions restrict private parties, lobbyist employers, and government contractors from providing things of value to government officials, and in some cases, require reporting of such gifts and prizes. Likewise, government officials are restricted from accepting gifts or other things of value in many jurisdictions, including COMPETITION, lucky draw and early bird prizes. Prior to awarding any prizes or receiving gifts, you will be required to certify that acceptance of any form of gift or prize is permitted in accordance with applicable law and ethics policies of your employer.

ON ANTI-BRIBERY: You confirm that you are permitted to accept this Competition Prize and attend this Competition under the laws, regulations, and internal policies applicable to you and your organization; You understand that: this Competition and Competition Prize is not being provided to influence any business decision and that you are under no obligation to confer any business advantage on Dell; and your attendance at the Competition will not improperly influence decisions with respect to your dealings with Dell. You further agree to comply with all applicable anti-corruption and anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and local applicable regulation.

PARTIES & ELIGIBILITY

1. The Promoter of the Competition is Dell Global B.V (Singapore Branch) of No. 1 Changi Business Park Central 1, Level 01 & 08, Singapore. Central Singapore – 486036 (the “**Promoter**”). [The Administrator of the Competition is Kestone Integrated Marketing Services, RMJ, Mandoth towers, 37, 7th Cross Road, Vasanth Nagar, Bengaluru, Karnataka 560052 (the “**Administrator**”).]
2. The Competition is open to individuals who meet the Eligibility Criteria only (“**You**” or the “**Eligible Entrant(s)**”). By participating in the Competition, You agree and certify that You satisfy the following Eligibility Criteria:
 - a) You follow the required process for the Entry into and Participation in the Competition;
 - b) You are a citizen/permanent resident of **India, Southeast Asia, Asia Emerging Markets, Australia, and New Zealand**;
 - c) You are aged at least eighteen (18) years, at the date of Entry into the Competition; and
 - d) You are not a director or employee (permanent and/or contract employee) of the Promoter and/or the Administrator, their parent and/or affiliate companies, as well as their immediate family members.

COMPETITION PERIOD

3. The Competition starts at **09:00 AM SGT, June 27, 2024** and ends at **06:00 PM SGT, July 19, 2024** inclusive of both times/dates and consists of the respective times as may be separately communicated (collectively, the “**Competition Period**”).

ENTRY AND SUBMISSION

4. Your entry into the Competition in compliance with the following entry criteria must be received by the Promoter or the Administrator within 09:00 am (SGT), June 27, 2024 to 6:00 pm (SGT), July 19, 2024 (the “**Entry Period**”), (the “**Entry**”):

a) To register as a participant on the Dell Technologies event English page ([Dell Technology Workshop Series](#)) and log in within the Competition Period.

*b) To gain points for the leader board, the participants may login to the attendee hub, attend live workshop, submit workshop feedback (**workshop specific**), ask questions during the workshop, open exhibitor link, visit exhibitor’s social media or website, open exhibitor document, and view exhibitor video within the duration of the Competition Period*

c) The selection process will involve deciding on top ten (10) winners from each geographical region based on their rank within the top 10 on the leader board. Additionally, to qualify, they must complete the session[s] survey within the platform and accumulate the highest possible number of points throughout the entirety of the workshop series.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - The Submission must not disparage Promoter, the Administrator or any other person or party affiliated with the promotion and administration of this Competition;
 - The Submission must not feature brand names or trademarks other than Dell's mark, which Eligible Entrant has a limited license to use to incorporate into his/her Submission for this Competition;
 - The Submission must not contain text not created by Eligible Entrant;
 - The Submission must not contain text that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libellous;
 - The Submission must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
 - The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
 - Entry will be nullified if participants resort to fraudulent, deceptive, or unauthorized methods to join the contest, such as using automated scripts or repeatedly posing identical questions in the Q&A and chat box. Participants are expected to uphold principles of fairness and integrity. Any effort to manipulate, interfere with, or exploit the entry process will lead to immediate disqualification. Organizers reserve the right to authenticate entries and take necessary action against those breaching these regulations. By engaging, participants consent to comply with the rules and decisions of the organizers; failure to do so may result in entry forfeiture and potential legal repercussions. Organizers hold absolute discretion in determining entry eligibility and interpreting these terms and conditions.
5. The Promoter and/or the Administrator shall not bear any cost or expenses for Your Entry and/or Submission. Internet access or other possible expenses required at Your cost.
 6. Each Eligible Entrant may only submit **one (1)** Entry/Submission. Any additional Entries/Submissions submitted after the first valid Entry/Submission received by the Administrator and/or the Promoter will be invalid.
 7. Entry/Submission will be deemed to be accepted at the time of receipt by the Administrator and/or the Promoter and not at the time of transmission. The Administrator and/or the Promoter takes no responsibility for late or misdirected Entries/Submissions or any delays or failures in any telecommunications services or equipment. The Administrator and/or the Promoter accepts no responsibility for late, lost or misdirected online Entries/Submissions. Incomplete, inaccurate, erroneous, ineligible or incomprehensive Entries/Submissions will be deemed invalid.

JUDGING THE WINNERS

8. The ten (10) prize winners per geography will be determined at the Promoter's office or location otherwise decided by the Promoter around July 29, 2024 on the basis of highest scores on the leader board and completion of event survey.
9. All winners will be notified via email/ phone by the Promoter (or its contractor) around July 31, 2024 of the judging/prize draws using the contact details provided on the Entry or Submission. Winners may be also published online or through press release etc as well as notified to the government official where required by law.
10. In the event that a winner of the prize cannot be contacted or fails to accept the prize within **three (3) months** from the end of Competition Period, the Promoter will allocate that prize to another Eligible Entrant who meets the eligibility criteria and whose Entry/Submission is considered as valid.
11. The winners must, if requested by the Promoter, verify their compliance with these Terms and Conditions prior to receiving a prize. The required verification will be in a form determined by the Promoter in its absolute discretion. If the winner that does not comply with this clause will forfeit the prize.

PRIZES

12. The winners will receive store e-vouchers with a retail value of USD \$10 or equivalent (which shall be specific to the participant's country of residence) upon successful completion of event survey. The vouchers shall not be convertible to cash, nor refundable or transferable. The provider's terms of use shall apply to the use of the e-vouchers. The total prize value of the Competition is USD \$300.
13. The Promoter and/or Administrator accepts no responsibility for any tax implications that may arise from winning any of the prizes. Individual Entrants should seek independent tax advice before receiving a Prize. Delivery charges of prizes shall be borne by Dell. The third-party's terms of use shall apply to delivery, redemption and use of a third party (e-)voucher.
14. If for any reason any element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control then a similar prize of equal or greater value will be awarded to the winning Eligible Entrant in lieu, subject to any written directions made under State or Territory legislation.

COPYRIGHT AND INTELLECTUAL PROPERTIES

15. The Entry/Submission must be compliant with the Content Restriction. All Entries/Submissions become the property of the Promoter. You must procure all individual assignments and moral rights waivers as necessary to ensure the assignment of all rights to the Promoter in accordance with this clause.
16. The Eligible Entrant agrees and undertakes to indemnify and keep the Promoter and/or the Administrator and all its affiliates and subsidiaries indemnified against any costs, losses, claims, damages and/or injuries that may arise from any third party with respect to the intellectual property rights regarding the Entries/Submissions submitted by the Eligible Entrant.
17. The Promoter and/or the Administrator may review the Entry/Submission before making it publicly available where applicable. The Promoter reserves the right to approve or reject any entry/content without giving any reasons for the same and the Promoter's decision will be final and binding.

PROMOTIONAL AND OTHER OBLIGATIONS

18. By entering the Competition, You agree to make Yourself available for reasonable publicity purposes related to the Competition and that (without limiting its rights), the Promoter and/or the Administrator may conduct interviews and take photographs to be used for such publicity purposes and publication by the Promoter as it deems necessary. Further, You shall agree to be bound by the marketing release form where needed.

PRODUCT LOAN RELATED OBLIGATIONS

19. When You intend to use the loaned product for the Competition, You shall agree that You have a temporary, non-transferable and non-exclusive right to use the loaned product at no charge limitedly for the sole purpose of participating in the Competition and shall be responsible for the loaned product in accordance with the applicable terms and conditions during the Competition Period unless otherwise extended by mutual agreement or terminated as set forth herein. The ownership and title to the loaned product shall remain with Dell at all times. Your use of the loaned product shall be subject to Dell's terms and conditions including without limitation to software, services and warranty, export control, security and intellectual property. You agree that Dell may audit You to ensure the compliance and Your proper use of the loaned product, and Your non-compliance or inappropriate use of the loaned product may constitute the termination of Your use of the loaned product and/or disqualification from the Competition in Dell's sole discretion. If a separate, written agreement exists between Dell and the Eligible Entrant, such agreement will control and will apply according to its terms and conditions for the product loan.

MISCELLANEOUS

20. Notwithstanding anything contained herein, Dell reserves the right in its absolute discretion to cancel, terminate, suspend, amend or modify the Competition and/or the Terms and Conditions at any time for any reason without liability to You and with or without notice to You. The Eligible Entrants agree that continued participation in the Promotion shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time). Any Entry/Submission which is made as a result of tampering with the Entry/Submission process will be invalid and not be eligible for judging and/or any prizes.
21. The Promoter will not be liable for any loss or damage whatsoever which is suffered by You (including without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of you taking part in, winning or using any of the prizes, except for any liability which cannot be excluded by law.
22. If any provision of these Terms and Conditions is deemed invalid under the law, rules or regulations of a particular location, it will only apply to the extent permitted and You shall not be deprived of the protection afforded to you under your own laws, rules, or regulations.
23. If a separate, written non-disclosure agreement exists between Dell and the Eligible Entrant, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other under these Terms and Conditions. If no separate, written non-disclosure agreement exists between Dell and the Eligible Entrant, the Eligible Entrant agree to protect Dell's confidential information with the same degree of care, but no less than a reasonable degree of care, as the Eligible Entrant uses with respect to its own confidential information. The Eligible Entrant will not disclose the confidential information of Dell without the prior written consent of Dell. "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Dell that is (i) identified as confidential; (ii) designated in writing to be confidential or proprietary; or (iii) should be reasonably understood to be confidential. The Competition, including these Terms and Conditions, may be Dell's Confidential Information.
24. These Terms and Conditions are to be construed in accordance with the law in Singapore and the parties submit to the exclusive jurisdiction of the courts of Singapore.