Dell "Alienware Arena Rewards" Sweepstakes

NO PURCHASE NECESSARY.

Open only to legal residents of the United States who

- (a) are 18 years of age or older;
- (b) are members of Alienware Arena (which is free to join); AND
- (c) have a compatible mobile device that supports the Alienware Arena Game Vault (an app).

{If you do not meet all [3] criteria, do not register for or participate in the Sweepstakes as it is not intended for you.}

- 1. Sponsor: Dell Marketing, L.P., One Dell Way, Round Rock, TX 78682.
- 2. Administrator: Cataboom, LLC, 3030 LBJ Freeway, Dallas, TX 75234.
- **3.** Sweepstakes Period. Sweepstakes begins 4/3/2018 at 9:00 a.m. Eastern Time (ET) and ends 4/8/2018 at 9:00 p.m. ET. Sponsor's computer is the official clock for the Sweepstakes.

4. How To Play.

- (a) Send a text message containing the word "Arena" to 41411 to acquire the Alienware Arena Game Vault ("Game Vault"). You will be required to enter your mobile phone number to participate.
- (b) Follow the on-screen instructions provided to download the free vAtomic Viewer mobile application from Apple App Store or Google Play to a compatible mobile device with the following "specs": Apple® iOS 9.0 mobile operating system or later OR Android 4.4 or later mobile operating system†. Game Vault requires the vAtomic Viewer to function.
- (c) Once downloaded, login to the vAtomic Viewer mobile application using the same phone number used to acquire the Game Vault. Once logged in, you will see the Game Vault icon.
- (d) Tap on the Game Vault icon to open the app, then tap on the Start icon to complete the registration process. Participants must be Alienware Arena Rewards members. If you are a current member, verify your account following the prompts provided. If you are not yet a member, follow the prompts to create and verify a new, free account. Complete and submit the registration form in the Game Vault with all required information. By registering on the Game Vault, you will receive one (1) entry in the Random Drawing Phase of the Sweepstakes; see Rule 7. You must check the box indicating that you have read and agree to these Official Rules in order to submit the registration form; if this box is not checked, your registration will NOT be accepted and you will not receive an entry in the Random Drawing Phase of the Sweepstakes nor will you otherwise be able to participate in the Sweepstakes.
- (e) The Game Vault features various games that must be unlocked to play. Each game available in the Game Vault has its own "key": a corresponding identifier to unlock

it, such as an image, QR Code or word. Follow the onscreen instructions to find the key. Keys can be found in conjunction with the PAX East 2018† gaming festival ("Festival") at the Boston Convention and Exhibition Center† during the Sweepstakes Period (however, paid attendance at Festival is NOT required to find keys.) Non attendees of the Festival will be provided with alternate instructions to activate each game within the Game Vault.

- (f) Once a key corresponding to a game has been found, record the key (e.g., take a photo of the image, scan the QR Code, or input the word, as applicable) to "unlock" the game.
- (g) If registered, by playing games in the Game Vault, you will be eligible to win Instant Win Prizes as per Rule 6 below.
- (h) For each game that is unlocked prior to the end of the Sweepstakes Period, you will receive one (1) additional entry in the Random Drawing Phase of the Sweepstakes.
- (i) You may play each game one (1) time for purposes of Instant Win Sweepstakes participation. (If you fail to play a game to completion, you will not be able to win an Instant Win prize.)
- (j) In all cases, your scores in playing the games will NOT improve your chances of winning prize(s) in the Sweepstakes.
- (k) By participating in the Sweepstakes, you agree to these Official Rules and Administrator's decisions, which are final and binding in all respects and not subject to appeal.

†Used solely for reference purposes. No sponsorship, endorsement, authorization or affiliation is intended or implied.

5. Additional Restrictions on Play.

- (a) The Game Vault may only be downloaded once per person (even if such person has more than one compatible mobile device). Violation of this limit may result in disqualification from the Sweepstakes.
- (b) Acknowledgment of receipt of registration form/initial entry in the Random Drawing Phase of the Sweepstakes (as per Rule 4b), unlocking a game for an additional entry in the Random Drawing Phase of the Sweepstakes (as per Rule 4f), or any public comment by Sponsor/Administrator as to game play do not constitute any representation of Sweepstakes eligibility nor are they otherwise binding upon Sponsor or Administrator. Proof of submission of registration form or completion of game play does not constitute proof of receipt of same or proof of entry in Random Drawing Phase of the Sweepstakes.
- (c) In the event of dispute, the potential winner is the individual who is determined by the Administrator in its sole discretion to be the authorized owner of the e-mail account used to register for the Sweepstakes (as per Rule 4b). The authorized owner of an e-mail account is the natural person assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization which is responsible

- for assigning e-mail addresses for the domain associated with the submitted e-mail address. Administrator may condition prize award upon such individual furnishing adequate proof of his/her ownership of the e-mail account in question.
- (d) Use of automated or programmed means of participation in the Sweepstakes is prohibited and will result in automatic disqualification.
- (e) Sweepstakes is void where prohibited by law.
- (f) Standard message and data rates and/or wireless Internet access charges may apply when participating in the Sweepstakes. You may be charged by the wireless carrier in conjunction with Sweepstakes participation. Be sure to check the wireless carrier's pricing plan BEFORE registering for or participating in the Sweepstakes. Wireless Internet access may not be available in all areas.

6. Instant Win Phase of Sweepstakes.

- (a) (1,240) times have been randomly pre-selected during the Sweepstakes Period, with certain times being allotted to each of the games available in the Game Vault. Each such pre-selected time corresponds to a randomly selected Instant Win Prize. The first person who takes an action in playing any of the games at or after the randomly pre-selected winning time is a winner of the corresponding Instant Win Prize. The Instant Win Prize will be automatically posted to the applicable registered participant's Alienware Arena account shortly following the corresponding pre-selected winning time: no action is required by the registered participant to claim an Instant Win Prize.
- (b) Sponsor/Administrator disclaim any and all liability for Instant Win Prizes that are not received in winner's Alienware Arena account due to account invalidity or any technological, programming, electronic or other failure, malfunction or error of any kind. <u>Any returned or undeliverable Instant Win Prizes will be forfeited and NOT awarded.</u>
- (c) Prize pool is limited and not all game plays will result in a prize. If you receive a message that contains any message other than a winning message, you are not a prize winner.
- (d) Should more than one (1) Instant Win Prize allotted to a given pre-selected winning time be awarded due to technological, programming, electronic or other failure, malfunction or error of any kind, a random drawing from among all (eligible) winners of such Instant Win Prize will be conducted so as to award only one (1) unit of such Instant Win Prize. In such event, winners agree to return the Instant Win Prizes previously awarded to them immediately upon demand by Sponsor/Administrator. IN NO EVENT WILL MORE THAN THE NUMBER OF INSTANT WIN PRIZES OF EACH DESIGNATED DENOMINATION, AS SET FORTH IN RULE 8, BE AWARDED IN THE SWEEPSTAKES.

7. Random Drawing Phase of Sweepstakes.

The potential Random Drawing Prize winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. The random drawing will be

conducted by Administrator, on or about April 10, 2018. Potential Random Drawing Prize winner will be notified by Administrator by e-mail and/or phone and/or the Game Vault (method[s] of notification being determined in Administrator's sole discretion) and confirmed by postal mail. Potential Random Drawing Prize winner will be required to sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where legal) within five (5) days of date designated on prize notification; and, noncompliance with this requirement or if potential Random Drawing Prize winner is determined to be ineligible or otherwise in violation of these Official Rules will result in disqualification, with forfeiture of prize without compensation of any kind. In the event of forfeiture, an alternate potential winner will be selected via random drawing from among all remaining eligible entries received.

8. Prizes/Odds of Winning.

INSTANT WIN PRIZES

- (10) \$14.99 Beat Cop Steam STEAM® Wallet Code.
- (10) \$11.99 Tower 57 STEAM® Wallet Code.
- (10) \$19.99 Dead by Daylight Base Game STEAM® Wallet Code.
- (10) \$6.99 Nightmare on Elm Street STEAM® Wallet Code.
- (10) \$6.99 SAW Chapter STEAM® Wallet Code.
- (10) \$3.99 Leather Face DLC STEAM® Wallet Code.
- (10) \$19.99 Forged Battalion STEAM® Wallet Code.
- (10) \$19.99 My Time At Portia STEAM® Wallet Code.
- (25) \$14.99 Mr. Shifty STEAM® Wallet Code.
- (10) \$7.50 Vermintide I STEAM® Wallet Code.
- (500) 1 Arena Reward Point ("ARP")
- (250) 5 ARP
- (150) 10 ARP
- (100) 25 ARP
- (75) 50 ARP
- (50) 75 ARP

STEAM® Wallet Code can be redeemed for the designated game, software or item indicated at STEAM® (http://store.steampowered.com); see STEAM® website for terms and conditions of redemption. By way of illustration only-- a STEAM® account is required for redemption: account creation is free, but one must provide his/her e-mail address, subscribe to STEAM® online entertainment platform by accepting the terms of the STEAM® Subscriber Agreement, and download and install the free STEAM® software on your supported device.

Arena Reward Points are benefits provided pursuant to the Arena Rewards loyalty program which are redeemable for perks and rewards on the Alienware Arena website. See Arena Rewards Terms and Conditions at the Alienware Arena website for complete details.

SPONSOR AND ADMINISTRATOR MAKE NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND, INCLUDING THE WARRANTY OR MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE REGARDING INSTANT WIN PRIZES. THE ONLY WARRANTIES PROVIDED ON SAME ARE THOSE OF VALVE CORPORATION, THE INSTANT WIN PRIZE SUPPLIER.

There is a limit of one Instant Win Prize (of any denomination) per game in the Game Vault per person.

Odds of winning an Instant Win Prize depend on when a given registered person is playing a game in the Game Vault during the Sweepstakes Period as compared to other registered persons.

RANDOM DRAWING PRIZE

(1) Alienware Aurora R7 gaming computer (includes: Intel® Core™ i5 8400 processor†; Windows® 10 Home operating system†; 16GB Dual Channel DDR4 at 2666 MHz (2X8GB); 3.5" 1TB 7200 RPM Hard Drive; NVIDIA® GeForce® GTX 1060 with 6GB GDDR5†); Alienware 34 Curved Monitor model AW3418DW; Alienware Elite Gaming Mouse model AW958; and Alienware Pro Gaming Keyboard model AW768. Grand Prize may differ from items on display at Show, with Sponsor and Administrator disclaiming any and all liability in conjunction therewith. Grand Prize will only be delivered to a street address in the (50) United States or the District of Columbia; components of laptop computer may be delivered in multiple shipments in Sponsor's sole discretion. Approximate Retail Value: \$2,978.96.

Odds of winning the Random Drawing Prize depend on the total number of eligible entries received for the Sweepstakes.

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$ 4,875.41

9. Additional Prize Restrictions.

- (a) No prize substitution or redemption for cash except by Sponsor due to unavailability of prize/prize component for any reason and then for prize/prize component of equal value. (The preceding excludes STEAM® Wallet Code to the extent prescribed by applicable law.)
- (b) No prize transfer except with Sponsor's permission which may be granted or withheld in its sole discretion without liability of any kind.
- (c) All applicable taxes and unspecified expenses in conjunction with prize acceptance/use are prize winner's sole responsibility. For Random Drawing Prize, unspecified expenses include wireless Internet access and any desired accessories not included on base version of Alienware Aurora gaming computer. Sponsor/Administrator will report Random Drawing Prize winner's receipt of Random Drawing Prize and Instant Win Prize[s] (if applicable) and its value/composite value to the Internal Revenue Service via IRS 1099 Tax Form; and, winner agrees to fully cooperate with Sponsor/Administrator as to their compliance with such tax reporting obligation by providing his/her Social Security Number via IRS W9 Tax Form.

10. Releases.

(a) By participating, entrant releases and agrees to hold harmless Sponsor,

Administrator, Instant Win Prize Supplier, their respective parents, affiliates
and subsidiaries, and the directors, officers, agents, representatives,
shareholders, employees, successors and assigns of any of the above

organizations, from any and all liability arising from the Sweepstakes, any Sweepstakes-related activity, or the acceptance, receipt, possession or use/misuse of prize(s), as applicable. The preceding includes but is not limited to damage the mobile device (or information/data stored thereon) used by an individual to participate in the Sweepstakes.

(b) Except where prohibited by law, by accepting prize, winner agrees to the use of winner's name, likeness, photo, voice, biographical information, image and other indicia of persona for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice.

11. Additional Conditions of Participation.

- (a) The following persons are not eligible to participate in the Sweepstakes or win prize(s):
 - i. employees, officers and directors of Sponsor, Administrator, Instant Win Prize Supplier, their respective parents, affiliates and subsidiaries;
 - ii. employees, officers, directors of the sponsor and exhibitors of the Festival and other persons in any way associated with the conduct of the Show or the operation of the Venue in conjunction therewith;
 - iii. the immediate family members (namely, parent, spouse, child, sibling) of any person in either of the preceding two (2) categories, regardless of where they live and the members of the same household of any person in the preceding two (2) categories, whether or not related.
 - (b) Sponsor and Administrator are not responsible for (i) registrations/game plays/entries that are late, lost, garbled, incomplete, inaccessible/blocked, corrupted, jumbled, misdirected, delayed or damaged, regardless of cause, all of which are void; (ii) any incomplete, incorrect or inaccurate registration/game play/entry information, whether caused by tampering, hacking, equipment malfunction/failure or other cause; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission of registrations/game plays/entries, communications line failure, theft or destruction or unauthorized access to, or alteration of. registrations/game plays/entries; and (iv) any problems or technical malfunctions, disruptions or failures of any kind, including the functionality of telephone network or lines, computer on-line systems, servers or providers, software or programming, including without limitation any event which interferes with or corrupts the intended operation of the Game Vault or any defect in the operation of the Game Vault or other technology related to the Sweepstakes.
 - (c) Sponsor's/Administrator's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision.
 - (d) Tampering with the Sweepstakes, interfering with the intended operation of the Sweepstakes or seeking to defraud Sponsor and/or Administrator in conjunction with the Sweepstakes will result in disqualification (if applicable). In addition, depending on the nature and severity of the

- conduct in question, Sponsor may revoke such person's membership in Alienware Arena, prohibit him/her from participation in future sweepstakes or contests sponsored by Dell Inc., and/or pursue legal remedies against such individual.
- (e) If Sponsor/Administrator determine in their sole discretion that the Sweepstakes in whole or in part cannot be conducted as originally planned due to any cause beyond their control (e.g., computer virus/bug, tampering, fraud, natural disaster, riot, strike affecting the Sweepstakes either directly or indirectly [i.e., any event beyond the control of Sponsor/Administrator impacting the Festival or Venue and, by extension, the Sweepstakes]), Sponsor/Administrator may cancel, modify or suspend the Sweepstakes and make the prizes available in a manner that Sponsor/Administrator in their sole discretion determine is fair, appropriate and consistent with these Official Rules. In such event, Sponsor will post a notice to such effect on the Game Vault and, to the extent feasible, at the Festival.

12. Arbitration/Choice of Law.

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by United States District Court for the Western District of Texas and the Texas State District Court in Williamson County, Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

13. Winners' List. For list of winners of prizes valued at over \$25, send a self-addressed stamped envelope to "ALIENWARE ARENA WINNERS" care of the Administrator at the above-indicated address. Winners' list requests must be received by April 23, 2018. Winners' list will be available after May 15, 2018.