

**ABBREVIATED DISCLOSURES:**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING ANY PRIZE/OFFER.** Dell Loyalty Black Friday/Cyber Monday Promotion begins on 10/31/22 at 12:00 a.m. ET and ends on 11/20/22 at 11:59 p.m. ET. Open only to legal U.S. residents residing in the U.S./D.C., excluding FL, NY, Puerto Rico, and U.S. Territories and Possessions, 18+, who have a Dell Rewards account. Dell Rewards accounts are free. For more information visit <https://www.dell.com/en-us/lp/dell-rewards>. See Official Rules at <https://secure.cataboom.com/remote/dell-loyalty-bfcm/assets/docs/rules.pdf> for additional eligibility restrictions, prize/offer descriptions/restrictions/ARVs and complete details. Void in FL, NY, Puerto Rico, and U.S. Territories and Possessions and where prohibited. Sponsored by Dell Marketing L.P., One Dell Way, Round Rock, TX 78682. Administered by CataBoom Technologies LLC 2100 N Greenville Ave, Suite 400, Richardson, TX 75082.

**RULES:**

**The Dell Loyalty Black Friday/Cyber Monday Promotion  
OFFICIAL RULES**

**Agreement to Official Rules:** By entering the Dell Loyalty Black Friday/Cyber Monday Promotion (the "**Promotion**") You ("**You**", "**Your**" or "**Participant**") hereby fully and unconditionally agree to these official rules (the "**Official Rules**") and decisions made by Dell Marketing L.P. ("**Sponsor**") and CataBoom LLC ("**Administrator**"), which are final and binding in all matters related to the Promotion. Winning a prize/offer is contingent upon fulfilling all requirements set forth herein. Any violation of these Official Rules will result in disqualification.

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF RECEIVING ANY PRIZE/OFFER.**

**PROMOTION DESCRIPTION:** The Promotion begins on October 31, 2022 at 12:00:00 a.m. Eastern Time ("**ET**") and ends on November 20, 2022, at 11:59:59 p.m. ET (the "**Promotion Period**").

The Promotion consists of a random draw sweepstakes (the "**Sweepstakes**") wherein one (1) Sweepstakes prize will be awarded in a random drawing at the end of each "**Sweepstakes Entry Period**" from among all eligible entries received during the corresponding Entry Period and an online instant win game ("**Instant Win**") wherein Instant Win prizes/offers will be awarded, as described herein.

The Promotion Period consists of three (3) separate entry periods (each an "**Entry Period**" and collectively, the "**Entry Periods**"), as follows:

<b>Sweepstakes Entry Period</b>	<b>Start Date at 12:00:00 a.m. ET</b>	<b>End Date at 11:59:59 p.m. ET</b>	<b>Sweepstakes Drawing Date (on or about)</b>
1	October 31, 2022	November 6, 2022	November 8, 2022
2	November 7, 2022	November 13, 2022	November 16, 2022
3	November 14, 2022	November 20, 2022	November 22, 2022

Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes.

**ELIGIBILITY:** Only legal United States residents who reside in the United States and Washington, D.C., excluding residents of Florida, New York, Puerto Rico, and U.S. Territories and Possessions, who are eighteen (18) years of age or older and have a Dell Rewards account are eligible to participate. Dell Rewards accounts are free. For more information visit <https://www.dell.com/en-us/lp/dell-rewards>. Employees, officers and directors of Sponsor, Administrator, their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize/offer are not eligible to participate. Promotion is void in Florida, New York, Puerto Rico, and U.S. Territories and Possessions and where prohibited by law.

### **HOW IT WORKS:**

To participate in the Promotion go to [www.dell.com/rewards](http://www.dell.com/rewards) (the “**Website**”) and locate the link for the Promotion. Then, follow the on-screen instructions to log-in to your Dell Rewards account and participate in the promotion and see if you have won an Instant Win prize/offer, subject to verification of eligibility and compliance with these Official Rules, and one (1) entry into the Sweepstakes drawing. Any Instant Win prize/offer winner will be notified instantly upon completion of participation with instructions on how to verify their eligibility and claim the prize/offer. All prize/offer claims are subject to verification of eligibility.

**Limit one (1) Instant Win game play/Sweepstakes entry per person per day.** For purposes of these Official Rules, a ‘day’ is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 a.m. ET and ending twenty-four (24) hours later at 11:59:59 p.m. ET. Participation by the same Participant in excess of the applicable limits will be discarded. Sponsor reserves the right to reject any Instant Win game play/Sweepstakes entry that it believes, in its sole and reasonable discretion, are fraudulent, incomplete or otherwise invalid.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy available at <https://www.dell.com/learn/us/en/uscorp1/policies-privacy>.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries/game plays in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the Participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the participation process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of a Participant, entry will be deemed completed by the named member of the Program account, as long as such person is otherwise eligible to participate in the Program.

If due to technical, production or other errors, more prizes/offers are claimed at any given prize/offer level than intended, the intended prize/offer will be awarded in a random drawing from all those submitting purportedly valid claims. PARTICIPATION IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF ELIGIBILITY TO RECEIVE ANY PRIZE/OFFER. AN PARTICIPANT IS NOT ELIGIBLE TO RECEIVE ANY PRIZE/OFFER, EVEN IF THE WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE RESULTS OF THE PARTICIPATION HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE IN LIEU OF ITS VALIDATION PROCESS.

**SWEEPSTAKES PRIZE WINNER SELECTION AND NOTIFICATION:** On or about each of the dates indicated in the chart above, one (1) potential Sweepstakes Prize winner will be randomly selected from all eligible Sweepstakes entries received during the corresponding Entry Period. Non-winning entries WILL NOT roll over to subsequent Entry Period drawings, if any. The potential Sweepstakes Prize winners will be notified by telephone and/or email, using contact information associated with the potential Sweepstakes Prize winner's Dell Rewards account. Sponsor shall have no liability for any potential Sweepstakes Prize winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential Sweepstakes Prize winner does not respond within seventy-two (72) hours of the first notification attempt, or if the Sweepstakes Prize or Sweepstakes Prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit their Sweepstakes Prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) alternate potential winners of a Sweepstakes Prize in accordance with the above procedure, after which the Sweepstakes Prize may go unawarded if it remains unclaimed. If any potential Sweepstakes Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Sweepstakes Prize for any reason prior to award, such potential Sweepstakes Prize winner will be disqualified and an alternate Sweepstakes Prize winner may be selected. Any potential Sweepstakes prize winner must sign and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If a Sweepstakes prize winner fails or refuses to sign and return all Prize Claim Documents within seventy-two (72) hours of notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected, at the sole discretion of the Sponsor.

**SWEEPSTAKES PRIZE/ODDS:**

Three (3) Sweepstakes Prizes are available (one (1) per each of the three (3) Entry Periods). Each Sweepstakes Prize consists of \$2,000 in Dell Rewards. The odds of winning a Sweepstakes Prize depend on the number of eligible Sweepstakes entries received for the corresponding Entry Period.

**TOTAL ARV OF ALL SWEEPSTAKES PRIZES: \$18,000**

Instant Win Prizes/Offers/Odds

**UNCLAIMED/UNREDEEMED PRIZES/OFFERS WILL NOT BE AWARDED**

Five Thousand Two Hundred and Fifty (5,250) \$25 Dell Rewards Prizes are available. Odds of winning 1:33

Eight Thousand Seven Hundred and Fifty (8,750) \$20 Dell Rewards Prizes are available. Odds of winning 1:20.

Twelve Thousand Two Hundred Fifty (12,250) \$15 Dell Rewards Prizes are available. Odds of winning 1:14.

Twenty-six Thousand, Two Hundred and Fifty (26,250) \$10 Dell Rewards Prizes are available. Odds of winning 1:7.

Thirty-five Thousand (35,000) \$5 Dell Rewards Prizes are available. Odds of winning 1:5.

Forty-three Thousand Seven Hundred and Fifty (43,750) \$1 Dell Rewards Offers are available. Odds of winning 1:4.

**TOTAL ARV OF INSTANT-WIN PRIZES IN THE SWEEPSTAKES: \$971,250**

Instant Win Prizes/Offer are randomly seeded based on the odds stated above for each Prize/Offer level. Number of Prizes/Offer available are based on the anticipated number of game plays during the Promotion Period. The actual number of Prizes/Offer awarded may be greater or less than the number of Prizes/Offer stated above depending on the number of Instant Win game plays actually completed during the Promotion Period. Dell Rewards awarded in the Instant Win will be automatically deposited into the Dell Rewards account associated with the winning Instant Win game play. Dell Rewards awarded in the Sweepstakes will be deposited into the Dell Rewards account associated with the confirmed Sweepstakes winner following verification of eligibility.

Dell Rewards are subject to the Dell Rewards program Terms & Conditions available at <https://www.dell.com/en-us/lp/dell-rewards>. No cash alternative or prize/offer substitutions will be allowed, except Sponsor reserves the right to substitute prize(s)/offer(s) of comparable value if a prize/offer listed is unavailable for any reason.

**GENERAL PRIZE/OFFER CONDITIONS:** Prize/Offer winners shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize/offer. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize/offer furnished by third parties in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES/OFFERS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL:** Acceptance of a prize/offer constitutes prize/offer recipient's permission for Sponsor and its designees to use prize/offer recipient's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, unless prohibited by law. Participants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from Participants' acceptance, receipt, possession and/or use or misuse of any

prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such award's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to a Participant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize/offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries/game plays will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) randomly grant prizes/offers to any remaining eligible Participants who have not participated in the Promotion as of the date of the event giving rise to the termination. Sponsor's determination as to the awarding of prizes/offers shall be each Participant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**WINNER'S LIST:** For the name of the Sweepstakes Prize winners, send a self-addressed stamped envelope to: Black Friday / Cyber Monday Promotion Winners c/o: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682. All such requests must be received within six (6) weeks after the end of the Promotion Period.

