## DELL REWARDS STUDENT RECRUITMENT PROMOTION

**OFFICIAL RULES** 

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES/DISTRICT OF COLUMBIA ONLY. DO NOT PROCEED IF YOU ARE NOT LOCATED IN THE FIFTY (50) UNITED STATES/DISTRICT OF COLUMBIA.

- 1. Agreement to Official Rules: By participating in the Dell Rewards Student Recruitment Promotion (the "Promotion") You ("You", "Your" or "Entrant") 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 is contingent upon fulfilling all requirements set forth herein. Any violation of these Official Rules will result in disqualification.
- 2. Eligibility: The Promotion is open only to current legal residents of the fifty (50) United States and the District of Columbia; who are at least eighteen (18) years of age and the age of majority in their state of residence as of the date of participation into the Promotion, possess a valid form of identification, and have never been a Dell Rewards Program member. Employees and representatives of Sponsor, its subsidiaries, Administrator, its subsidiaries, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and the Sponsor's and the Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **3. Sponsor:** Dell Marketing L.P., One Dell Way, Round Rock, TX 78682. **Administrator:** CataBoom Technologies LLC 2100 N. Greenville Ave, Suite 400, Richardson, TX 75082
- **4. Timing:** The Promotion begins August 11<sup>th</sup>, 2023 at 12:00 a.m. Eastern Time ("**ET**") and ends on September 8<sup>th</sup>, 2023 at 11:59 p.m. ET (the "Promotional Period").
- **5. How It Works:** 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 the Promotional Period and an online instant win game ("Instant Win") wherein Instant Win prizes will be awarded, as described herein.

The Promotion will be presented via a number of channels. To participate, follow the links in any Promotion call to action that you see to be redirected to the entry page, then follow the on-screen instructions to play the Instant Win game and receive one (1) entry into the Sweepstakes. By participating, you agree to have a Dell Rewards Program ("Program") account automatically opened on your behalf. Program accounts are free and are subject to the Program Terms available at www.dell.com. You will receive more information about your Program account following participation. To see if you have won an Instant Win prize follow the instructions to play the game and see if you have won an Instant Win prize, subject to verification of eligibility and compliance with these Official Rules. Any Instant Win prize winner will be notified instantly upon completion of participation with instructions on how to verify their eligibility and claim the prize. All

prize claims are subject to verification of eligibility. Limit one (1) Instant Win play and one (1) Sweepstakes entry per person.

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. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player, as long as such person is otherwise eligible in accordance with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

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.

Instant Win Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each Instant Win prize available. If you are the first participant to play the game at or after one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize during your online session. If you receive a message that contains any message other than a winning prize message, you are not a prize winner. **Odds of winning an Instant Win prize depend on the total number of eligible plays, the time and date associated with instant win time and the time and date upon which eligible plays are entered.** 

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.

**6. Sweepstakes Prize Drawing:** On or about September 11<sup>th</sup>, 2023, one (1) potential Sweepstakes Prize winner will be randomly selected from all eligible Sweepstakes entries

received during the Promotional Period. The potential Sweepstakes Prize winner will be notified by telephone and/or email, using contact information associated with the potential Sweepstakes Prize winner's Program 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.

7. Sweepstakes Prize Winner Requirements: The potential Sweepstakes Prize winner may be required to sign and return to the Sponsor within five (5) business days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability/Publicity Release in order to claim the Sweepstakes Prize. If a potential winner cannot be contacted, fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period, or Sweepstakes Prize is returned as undeliverable, potential winner forfeits such Sweepstakes Prize. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. By participating, Entrant agrees they are in compliance with all of their employers' rules, policies, and procedures that relate accepting prizes.

## 8. Prizes:

Sweepstakes Prize: One (1) Sweepstakes Prize is available consisting of 50,000 Dell Rewards Points. Prize will be added to winner's Program account following verification of eligibility. Sweepstakes Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes, costs and fees associated with prize receipt and/or use. Odds of winning a Sweepstakes Prize depend on the number of entries received during the corresponding Entry Period.

**Instant Win Prizes:** 

## UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED

Eighty-nine (89) Instant Win Prizes are available. Each Instant Win Prize consists of 500 Program Points.

Dell Rewards Points awarded in the Instant Win will be automatically deposited into the Program account associated with the winning Instant Win game play. Dell Rewards Points awarded in the Sweepstakes will be deposited into the Dell Rewards account associated with the confirmed Sweepstakes winner following verification of eligibility.

Dell Rewards is subject to the My Dell program Terms & Conditions available at www.dell.com. Dell Rewards points have no cash value (and cannot be redeemed for cash) but may be collected

and redeemed in accordance with the Program terms as amended from time to time. 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.

**Release:** By participating, You agree to release and hold harmless the Sponsor, the Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

- **9. Publicity:** Subject to applicable law, winners irrevocably grant the Sponsor (and its affiliates, agents, and designees) the right and permission to use their name, voice, likeness and/or Promotion entry content for advertising, promotional and/or publicity purposes in connection with the Promotion, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prize(s) to the winner(s).
- **10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Promotion, provided that the Promotional Period has not ended. If the Promotion is canceled, suspended or modified, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize

claims. If by reason of a printing, typographical, technical, computer, network, human or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

**12.** In the event of any discrepancy or inconsistency between the terms and conditions of these rules and disclosures or other statements contained in any Promotion-related materials, including but not limited to the Promotion entry form, or point of sale, television, print or online advertising, the terms and conditions of these rules shall prevail, govern and control.

**Disputes:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion 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 Promotion, 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. Entrant's Personal Information:** By participating in this Promotion, You consent for Sponsor to obtain, use, and transfer Your name, address, email and other details for prize fulfillment purposes and marketing, advertising and other commercial purposes as set forth in Sponsor's Privacy Policy available at <a href="https://www.dell.com/privacy">www.dell.com/privacy</a>.
- **14.** By participating in this Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Promotion rules.
- **15. Winner List:** For the name of the Sweepstakes Prize winner, send a hand-printed, self-addressed, stamped envelope to Dell Rewards Student Recruitment Promotion, c/o CataBoom Technologies, 2100 N. Greenville Ave, Suite 400, Richardson, TX 75082 **Winner List requests must be received by September 30<sup>th</sup>, 2023.**