

## DELL TECHNOLOGIES FORUM GRAND LUCKY DRAW 2020 COMPETITION TERMS AND CONDITIONS

1. The promoter of the **Dell Technologies Forum Grand Lucky Draw 2020** competition ("**Competition**") is Dell Global B.V. (Singapore Branch) (a member of Dell Technologies) ("**Promoter**").
2. Entry into the Competition constitutes acceptance of these terms and conditions and the Privacy Policy. All entry instructions and prize information published by the Promoter also form part of these terms and conditions.

### Competition Dates

3. The Competition commences at **10:00am SGT on 25 November 2020** and closes at **3:30 pm SGT on 25 November 2020** ("**Competition Period**"). All Entries must be received by the Promoter by no later than 10:00am on **25 November 2020**.

### Qualifying Criteria

4. Entry in the Competition is free and entries must be completed within the Competition Period. The Competition is open to individuals who meet the Eligibility Criteria ("**Eligible Entrant**").
5. To enter the Competition, you must meet the following criteria (Eligibility Criteria):
  - a. you must be a resident of any South Asia or AEM countries;
  - b. you must be aged 18 years or older as at the Competition start date of **25 November 2020**;
  - c. you must not be a director or employee of the Promoter or an immediate family member of a director or employee of the Promoter;
  - d. you must not be a Business Partner;
  - e. you must register for the Dell Technologies Forum 2020 with a valid corporate email address; and
  - f. you must attend the registered live Dell Technologies Forum 2020 and attend the at least one of the keynote sessions, 3 breakout sessions and the sponsors booth.

### Entering the Competition

6. Entry into the Competition must be undertaken during the Competition Period as follows:

Attend the Dell Technologies Forum 2020 on 25 November 2020 from 10:00am SGT until 3:30pm SGT, complete the digital journey and go into the draw to win one of the prize packs, valued at over USD2,000.
7. The Promoter takes no responsibility for late or misdirected online registration forms or any delays or failures in any telecommunications services or equipment. Online registration forms will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter accepts no responsibility for late, lost or misdirected online registration forms. Incomplete, inaccurate, erroneous, ineligible or incomprehensive Registration Forms will be deemed invalid.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to

jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion to determine the identity of the entrant.

## Prizes

10. There will be **THREE (3)** prizes based on a **random draw**. The winner will pick one of the following prize packs, valued at approximately USD2,000 each :-

### Remote Workforce Pack (USD2,487)

- Dell UltraSharp 34-inch Curved Monitor valued at USD999
- Dyson Lightcycle Morph™ desk light valued at USD588
- Samsung Note20 valued at USD900

### Smart Home Pack (USD2,766)

- Bose Acoustimass 10 Series Home Theatre System valued at USD999
- Thermomix TM6 valued at USD1,767

### Stay Fit & Healthy Pack (USD2,430)

- Garmin Venu valued at USD220
- Brompton Foldable Bike valued at USD2,210

11. The Promoter accepts no responsibility for any tax implications that may arise from any winning of the prize and individuals entering the Competition should seek independent financial advice before entering the Competition.
12. 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 and/or specification will be awarded to the winning Eligible Entrant in lieu, subject to any written directions made under State or Territory legislation.
13. The stated value of the prize is correct at the commencement date of the Competition. The Promoter accepts no responsibility for any variation in value of the prizes or the individual components of the prizes. The prizes (whether in whole or in part) are non-transferrable, non-refundable and non-redeemable for cash or other goods or services, unless otherwise specified.
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 element of equal or greater value will be awarded to the winner in lieu, subject to any written directions made under State or Territory legislation.

## Judging and prize draw

15. Judging of the Competition and the draw of the Prize will take place at the Promoter's offices at **2:30pm SGT on Friday, 27 November 2020**. The Promoter's decisions are final and no correspondence will be entered into.
16. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

17. Winner will be announced on 27 November 2020 via Dell Technologies Forum social platform.
18. In the event that a winner of the prize cannot be contacted or fails to accept the prize within 3 months, then the prize will be forfeited and a draw for any unclaimed prizes will take place on 25 February 2021 at the same time and place as the original draw, subject to any directions from a regulatory authority.
19. Winner must, if requested by the Promoter verify its compliance with these Competition terms and conditions prior to receiving a prize. The required verification shall be in a form determined by the Promoter in its absolute discretion. winner does not comply with this clause will forfeit its prize.

### Promotional and other obligations

20. By entering the Competition, and in the event that the Eligible Entrant is selected as a winner of the prize referred to in this Competition terms and conditions: -
  - a. The Eligible Entrant hereby agrees and consents to public disclosure and use of the Eligible Entrant's name, image, audio and video recording for publicity purposes, if any, without payment or compensation;
  - b. The Eligible Entrant shall make themselves available for reasonable publicity purposes related to the Competition; and
  - c. Without limiting its rights, the Promoter may conduct interview(s) and take photographs to be used for such publicity purposes and publication by the Promoter as it deems necessary.

### Miscellaneous

21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Protection (Fair Trading) Act (Chapter 52A) , as well as any other implied warranties or similar consumer protection laws in Singapore ("Non-Excludable Guarantees"). Except for any liability that cannot by law be the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) 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. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; or (g) the use of a prize.
23. Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the Internet service provider used.
24. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to

the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- b. their Content shall not contain viruses or cause injury or harm to any person or entity;
- c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- d. the Content is the original [artistic/literary] work of the Entrant that does not infringe the rights of any third party;
- e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act (Chapter 63) and warrant that they have the full authority to grant these rights; and
- f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of the above terms.

25. As a condition of entering this promotion, each Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI in accordance with the Privacy Policy on the Promoter's website [here](#). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Singapore's Personal Data Protection Act or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Singapore (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Singapore's Personal Data Protection Act. By entering the promotion, Entrants consent to the overseas transfer on these terms and agree that the Promoter is not liable in this regard.
27. If for any reason the contest is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, prohibition by the relevant authorities or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter

reserves the right in its sole discretion to (a) disqualify any Entrant; or (b) to cancel, terminate, modify or suspend the Competition as it sees fit. Any entry which is made as a result of tampering with the entry process will be invalid and not eligible for judging and/or any prizes.

28. These Competition terms and conditions are to be construed in accordance with the law in Singapore and the parties submit to the exclusive jurisdiction of the Singapore court of laws.