Dell Technologies World 2021 Mindfulness Badge Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. SWEEPSTAKES OPEN TO ATTENDEES OF DELL TECHNOLOGIES WORLD EXPERIENCE: (A) WHO ARE AT LEAST EIGHTEEN (18) OF AGE (19 IN AL, DE AND NE; 21 IN MS), OR (B) HAVE REACHED THE AGE OF MAJORITY IN THEIR STATE/PROVINCE/TERRITORY OF RESIDENCE, AT THE DATE OF ENTRY INTO SWEEPSTAKES. VOID WHERE PROHIBITED BY LAW.

SWEEPSTAKES DEFINITION – Outside of the U.S.: Sweepstakes' as defined in these Rules is the equivalent of a 'Prize Draw'. If applicable within a jurisdiction, references to 'Sweepstakes' herein and in connection with a promotion, shall be read as and understood to mean 'Prize Draw'.

1. Agreement to Official Rules: By entering the Dell Technologies World 2021 Game Sweepstakes (the "Sweepstakes") Entrant hereby fully and unconditionally agrees to these official rules (the "Official Rules") and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. 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 Sweepstakes is open only to attendees of Dell Technologies World held May 5-6, 2021: (a) at least eighteen (18) years old (nineteen (19) in AL, DE and NE; twenty-one (21) in MS), or (b) have reached the age of majority in state/province/territory of residence, at the date of entry into the Sweepstakes. Employees and representatives of Dell Inc., Intrado, Cvent or BDA, including any 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. Government employees including all federal, state, county, city or municipal government employees, state funded universities and colleges, all types of public officials including elected officials, private individual or firms where the government has outsourced government functions, and K-12 employees are not eligible. VOID IN ALL JURISDICTIONS WHERE PROHIBITED BY LAW OR REGULATION, AND JURISDICTIONS WITH LAWS THAT WOULD REQUIRE REGISTRATION, TRUST ACCOUNT, AND/OR POSTING OF A BOND, OR ANY OTHER REQUIREMENTS THAT HAVE NOT BEEN SATISFIED, OR RESTRICTED OR TAXED BY LAW OR CONTRARY TO LOCAL LAWS. Residents of an Excluded state/province/territory are not eligible. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

NOTICE TO HEALTHCARE EMPLOYEES: If Entrant is employed in the healthcare industry, prior to awarding any prizes Entrant will be required to obtain certification that acceptance of the Sweepstakes prize is permitted in accordance with applicable law and ethics policies of Entrant's employer.

3. Sponsor: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682.

4. Timing: The Sweepstakes begins on May 5th 2021, at 9:00 a.m. CDT and ends on May 6th 2021 at 5:00 p.m. CDT (the "Entry Period").

5. How to Enter: An Attendee must complete the badge activity while logged in to the Dell Technology World event on May 5-6, 2021 by following the criteria outlined below.

Badges and completion criteria:

Dell Technologies World Mindfulness Badge: Attendee must log-in and view both meditation sessions "Your time for you" and "Cultivating mindfulness & gratitude" within the gated Dell Technologies World event with a session player. These session can be found within the Agenda in All Content and within the Zen Zone or Entertainment pages within Play.

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. 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.

6. Prize Drawing: After the Sweepstakes has closed, attendees who have completed the badge criteria listed above, will be entered and eligible for the Prize Drawing. On or around May 17th, 2021 Sponsor will conduct a random drawing to select 20 Prize winners from all eligible entries. The potential winner will be notified by email.

7. Prize Winner Requirements: Each potential winner will be required to sign and return to **Sponsor**, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability Release (for any prize valued over US \$20) as required for winner's country of residence, in order to claim a prize. If a potential winner cannot be contacted, fails to sign and return the Affidavit of Eligibility and Liability or tax form within the required time period, or prize is returned as undeliverable, potential winner forfeits 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 entering, Entrant agrees he/she is in compliance with all of his/her employers' rules, policies, and procedures that relate accepting prizes. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held after which the prize will remain un-awarded.

ANSWERING A MATHEMATICAL SKILLS QUESTION: If a potential winner is a resident of Canada, Mexico, India, or other jurisdiction where the promotion is similarly regulated as determined by Sponsor, then as a condition of receiving a Prize, the selected potential winner will be required to correctly answer a four-part mathematical skill-testing question, posed in writing within the Declaration and Release Form in order to be deemed a winner. The question must be answered within five minutes, and without the benefit of any assistance (including without limitation, any calculation devices).

8. Prizes: 20 prizes will be be awarded in a drawing from all eligible entries for 1-year Calm membership, redeemable directly through the Calm app or online. 1 year begins when reciepenti redeems the code and the coupon code does not expire

The Approximate Retail Value of the prize is \$69.99 USD but subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Prizes not manufactured or sold by Dell will be awarded without warranty of any kind, express or implied, without limitation. Prizes awarded will not in any way influence any decision in doing business with Dell. Prize was not given in connection with or related to any sale or commercial transaction or promise related thereto. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable or undeliverable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Total ARV for all prizes: \$ 1,399.80 USD. Prizes will be fulfilled 8 – 10 weeks after conclusion of the Sweepstakes. Limit: One (1) prize per person.

9. Odds of Winning: The odds of winning a Prize depends on the number of eligible entries received during the Entry Period.

10. **Release:** By entering, You agree to release and hold harmless Sponsor, Dell Marketing L.P., Intrado, Cvent and BDA 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 Sweepstakes or receipt or use or misuse of any prize. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." 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.

11. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province/territory for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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.

13. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes, provided that the Entry Period has not ended. If the Sweepstakes 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.

14. **Disputes:** 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.

15. Entrant's Personal Information: By participating in this Sweepstakes, 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 <u>www.dell.com/privacy</u>.

16. Mailing List Name Removal Notification System: If Entrant wants to remove their name from Sponsor's mailing list visit https://www.dell.com/preferences/em/.

17. Winner List: For a Winner List, send an email with the subject line: "Dell Technologies World Mindfulness Badge Sweepstakes Winner's List" to DellTechnologiesWorld@dell.com. Winner List requests must be received by August 6, 2021.