

TEMPLATE – GAME OF SKILL

DELL EXPERT NETWORK COMPETITION TERMS AND CONDITIONS

1. The promoter of the “[DELL EXPERT NETWORK] ” competition (**Competition**) is Dell Australia Pty Limited of Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086, Australia (**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 **12:01 am (AEST) on 2 November 2020** and closes at **11:59pm on 29 January 2021 (Competition Period)**.

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 Entrants**).
5. To enter the Competition, you must meet the following criteria (**Eligibility Criteria**):
 - a. you must be an Australian or New Zealand resident; and
 - b. you must not be a director or employee of the Promoter or an immediate family member of a director or employee of the Promoter.
6. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.

Entering the Competition

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

The first 10 Dell Expert Network members (from either the Australia or New Zealand program) to reach \$900 and above in Rewards in local currency (AUD or NZD) (as defined under the terms of the Dell Expert Network program [www.dell.com.au/dellexperts and www.dell.co.nz/dellexperts] from Qualifying Purchases* (“Rewards Goal”) during the competition period will receive a free New XPS 15! (equivalent to over \$30,000 in spend in local currency (AUD or NZD) from DEN’s recommendations of Dell Products and Services to End Customers)

9. The Promoter takes no responsibility for late, lost or misdirected Registration Forms or any delays or failures in any telecommunications services or equipment. Registration Forms will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. Incomplete, inaccurate, erroneous, ineligible or incomprehensive Registration Forms will be deemed invalid.
10. 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.
11. 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

12. There will be 10 prize winners based on the ***the first 10 Dell Expert Network members (from either the Australia or New Zealand program) to reach \$900 and above in Rewards in local currency (AUD or NZD) during the competition period. In case there are fewer than 10 Dell Expert Network members who reach the Rewards goal mentioned above, the Promoter will only give the prize to the number of winners who did reach the Rewards goal. In case there are more than 10 Dell Expert Network members who reach the Rewards goal, the criteria to determine the winner will be who reached the Rewards Goal earliest as per invoice date.*** The prize consists of ***an XPS 15 (order code: wnx950004aus) UHD+ T | i7 | 16GB | 512SSD | GTX 1650Ti (N18P-G62) | 4GB for each of the winners.***
13. Approximate prize value per New XPS 15 system is **\$4,099 AUD RRP.**
14. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
15. 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. 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.
13. 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.

Judging and prize draw

14. Identifying the winners of the Competition will take place during Dell Technologies virtual meeting ***on the week of 15 of February, 2021 (equivalent to Dell's Fiscal Week 3 after running the quarterly report for the Competition Period equivalent to Dell's 4th fiscal quarter.*** The Promoter's decisions are final and no correspondence will be entered into.
15. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
16. The winning Eligible Entrants will be notified in writing by the Promoter (or its agents) within 2 days of the judging of Prize Entries using the contact details provided in the Registration Form. The name of the prize winner will also be published on the Promoter's website at www.dell.com.au/dellexperts and www.dell.co.nz/dellexperts. Must be Dell Expert Network member to enter competition. To register please visit: www.dell.com.au/dellexperts and www.dell.co.nz/dellexperts
17. 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 the Promoter will allocate the prize to another Eligible Entrant whose Prize Entry is also considered to be ***within the top Dell Expert Network members who reach \$900 and above in local currency (AUD or NZD) in Rewards during the competition period as stated above.***
18. The winners must, if requested by the Promoter, verify their compliance with these Competition terms and conditions prior to receiving a prize. The required verification will be in a form determined by the Promoter in its absolute discretion. If the winner that does not comply with this clause they will forfeit their prize.

Promotional and other obligations

19. By entering the Competition, you agree that, in the event that your Prize Entry is selected as a winner of the prize referred to in these Competition terms and conditions, you will be available for reasonable publicity purposes related to the Competition and that (without limiting its rights), the Promoter may conduct interviews and take photographs to be used by the Promoter in any media for an unlimited

period without remuneration for the purpose of promoting this promotion (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter, as it deems necessary.

Miscellaneous

20. 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 Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("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.
21. 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.
22. 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 1968* (Cth) 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.
23. 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.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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 on the Promoter's website at www.dell.com/learn/au/en/aucorp1/policies-privacy. 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 Australian Privacy Principles 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 Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

26. If for any reason the Competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised 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.
27. These Competition terms and conditions are to be construed in accordance with the law in New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

* Qualifying Purchase further defined in Dell Expert Network full Terms & conditions. Below except:

- 8.2 The IT Consultant will earn and receive Rewards at a rate of 3% of the total invoice price (incl. GST) for:
 - (a) each Product and/or Service either:
 - (i) purchased by the End Customer directly with Dell that originates from a recommendation made by the IT Consultant to the End Customer; or
 - (ii) ordered and purchased by the IT Consultant directly from Dell for its own internal end-use; and
 - (b) where Dell has issued an invoice to:
 - (i) the End Customer in relation to the recommendation by the IT Consultant;
 - (ii) or the IT Consultant for the said Products and/or Services ordered; and
 - (c) payment for the Products and/or Services ordered has been made by the End Customer or the IT Consultant (as may be the case) directly to Dell and received by Dell; and
 - (d) such purchase has not been made as set out in clause 8.6;("Qualifying Purchase").

For more information about Dell Expert Network and full Terms & Conditions of the program, visit:

Link AU <https://www.dell.com/en-au/work/shop/dell-small-business/cp/dell-expert-network>

Link NZ <https://www.dell.com/en-nz/work/shop/dell-small-business/cp/dell-expert-network>