# DELL REWARDS Canada Version OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. PROMOTION OPEN TO MY DELL ACCOUNT HOLDERS WHO ARE LEGAL RESIDENTS OF CANADA WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND HAVE REACHED THE AGE OF MAJORITY IN THEIR TERRITORY/PROVINCE OF RESIDENCE. VOID WHERE PROHIBITED BY LAW. Winners will be required to answer a skill-testing question.

## THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN CANADA) ONLY. DO NOT PROCEED IF YOU ARE NOT LOCATED IN CANADA.

- 1. Agreement to Official Rules: By entering the Dell Rewards Program 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 Canada Inc. ("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.
- Eligibility: The Promotion is open only to current My Dell Account Holders who are legal residents of Canada (excluding Quebec); who are at least eighteen (18) years of age and have reached the age of majority in their territory/province of residence as of the date of participation into the Promotion; and possess a valid form of identification. My Dell is free to join. For more information, visit www.dell.com/en-ca. 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. Government employees including all federal, provincial, regional, city or municipal government employees (including Canadian healthcare, government, and education entities), government 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. The Promotion is subject to all applicable federal, provincial, and local laws and regulations. Void in Quebec and 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.

### **NOTICE TO HEALTHCARE EMPLOYEES:** All Canadian healthcare employees are not eligible.

- **3. Sponsor:** Dell Canada Inc., 501-155 Gordon Baker Road, North York, Ontario M2H 3N5; **Administrator:** CataBoom Technologies LLC 2100 N. Greenville Ave, Suite 400, Richardson, TX 75082
- **4. Timing:** The Promotion begins May 15, 2023 at 12:00 a.m. Eastern Time ("**ET**") and ends on July 20 ,2023 at 11:59 p.m. ET (the "Promotional Period").
- **5. How It Works:** The Promotion consists of two (2) activations where entrants can automatically receive points and an online instant win game ("Instant Win") wherein Instant Win prizes will be awarded and, as described herein.

<u>Survey Activation</u>: During the Promotion Period, three (3) surveys will be available through the Dell Rewards Hub (the "Hub"). For each survey an entrant completes in its entirety, the entrant will receive 500 Dell Rewards Points. To complete a survey, go to the Hub <u>www.dell.com/en-ca</u> (the "Website"), log-in to your Dell Rewards account and complete the survey as directed. An entrant may only complete each survey one (1) time during the Promotion Period.

New Dell Rewards Program Walkthrough Activation: During the Promotion Period, complete the New Dell Rewards Program Walkthrough as directed and you will receive 100 Dell Rewards Points. To complete the walkthrough, go to the Website, log-in to your Dell Rewards account and complete the walkthrough as directed. An entrant may only complete the walkthrough one (1) time during the Promotion Period.

Instant Win: To play the Instant Win, go to the Website, log-in to your Dell Rewards account and locate the link for the Promotion. Then, follow the on-screen instructions to play the game to 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 including answering a mathematical skills question. Limit one (1) Instant Win game play per Dell Rewards account per week during the Promotion Period. For purposes of these Official Rules, a 'week' is defined as each seven (7) day period during the Promotion Period beginning each May 16, 2023 at 12:00 a.m. ET and ending the following July 20, 2023 at 11:59 p.m. ET.

Sponsor reserves the right to reject any Instant Win game play that it believes, in its sole and reasonable discretion, is 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. 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. NOTE: If a potential winner is a resident of Canada, 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 [verbally by telephone or 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).

Winner Requirements: Each potential winner will be required to sign and return to Dell Canada Inc. and CataBoom LLC, within ten (10) days of the date notice or attempted notice is sent, a Declaration and Release Form with Liability Waiver (herein "Waiver") in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the relevant Waiver within the required time period, or prize is returned as undeliverable, potential winner forfeits the 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.

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. Instant Win Prizes:

#### UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED

One Hundred (100) Instant Win Prizes are available. Each Instant Win Prize consists of 1,500 Dell Rewards Points with an approximate retail value ("ARV") of \$15.00 CAD each.

Dell Rewards will be automatically deposited into the Dell Rewards account associated with the winning Instant Win game play upon satisfactory completion of the mathematical skill testing question or upon activation completion.

Dell Rewards is subject to the MY Dell program Terms & Conditions available at www.dell.com/en-ca. 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 entering, You agree to release and hold harmless the Sponsor, Dell Canada Inc. and the Administrator, CataBoom LLC 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. Winners will be required to sign a release form confirming acceptance of the prize as awarded and releasing Sponsor, Administrator and its affiliates from any liability relating to their prize.

- **7. 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).
- **8. 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.
- 9. 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.
- **10.** 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 an Ontario Court. 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 Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

- **11. 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>.
- **12.** By participating in this Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Promotion rules.