

**DELL FOR STARTUPS PITCH COMPETITION  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. CONTEST OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE (19 IN AL, DE AND NE; 21 IN MS) OR AGE OF MAJORITY WHICHEVER IS OLDER IN STATE OF RESIDENCE, AT THE DATE OF ENTRY INTO CONTEST. VOID WHERE PROHIBITED BY LAW.**

**THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY. DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN THE UNITED STATES.**

**1. Agreement to Official Rules:** By entering the Dell for Startups Pitch Competition (the "Contest") You ("You", "Your" or "Entrant") hereby fully and unconditionally agree to these official rules (the "Official Rules") and Sponsor's decisions, which are final and binding in all matters related to the Contest. 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 Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old (nineteen (19) in AL, DE and NE; twenty-one (21) in MS), or age of majority, whichever is older in state of residence), at the date of entry into Contest. Employees and representatives of Dell Inc., its subsidiaries, and any of 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. Employees of the City of New York are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

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

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

**4. Timing:** The Contest begins on 3/11/2022 and the final Pitch competition will take place in December 2022, occurring no later than December 31, 2022 CT (the "Contest Period") and consists of the following phases ("Phases") each consisting of multiple rounds or, and in the final, one round:

<b>Phase</b>	<b>Starts After</b>	<b>Ends By</b>
<b>Qualifying Rounds</b>	3/10/2022	11/30/2022
<b>Semi-Final Rounds</b>	5/1/2022	12/15/2022
<b>Final</b>	10/1/2022	12/31/2022

**5. How to Enter:** Startups are selected to participate in the pitch competition in one of two ways;

1. The majority are nominated by our startup community partners based on their knowledge of the startups impactful problem they are solving. Please explore our [partner page](#) at to see if you're already a member of one of these organizations. If you are an existing member, please contact the partner about competing in the seed round they are hosting.
2. If you are not a member with any of these organizations, Dell will also select a small percentage of pitch teams through direct submissions. To submit directly, email [startups@dell.com](mailto:startups@dell.com) with a paragraph summary of your startup, your pitch deck, and a link to a one-minute elevator pitch video of your startup ("Submission") explaining your startups impactful problem you are solving. The Submission deadline is ten (10) days prior to the qualifying round, unless otherwise stated on the [schedule page](#)

#### Submission Guidelines:

- The paragraph summary must be in text format; 1000 characters max
- The pitch deck must be in PDF format, 20MB max
- The video elevator pitch must be in link form to a reputable video player such as YouTube (attached files and links to shared drives are not acceptable formats)
- The Submission must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

#### Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission must not feature brand names or trademarks other than Dell's mark, which Entrant has a limited license to use to incorporate into his/her Submission for this Contest, unless properly licensed and attributed;
- The Submission must not contain text not created by Entrant, unless properly licensed and attributed;
- The Submission must not contain text that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

**Limit:** Each Entrant may only compete in one (1) Qualifying Round per Contest Period. If Entrant applies, but is not selected for a Qualifying Round they may re-apply for a future Qualifying Round. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals mentioned in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, Entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes Entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in

any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the Entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

**YOUR REPRESENTATIONS:** By submitting an Entry, You affirmatively represent that You have read and agree to these Official Rules. In addition, by submitting an Entry, You represent that (a) the Entry is original, (b) You are the sole creator of the Entry, (c) the Entry does not infringe the intellectual property rights, including, any patent, copyright, trademark or other proprietary rights of any third party, (d) the Entry has not previously been entered in any other contest or competition, and (e) the Entry has not been previously published in any medium, (f) the Entry does not violate any local, state, national or foreign laws.

#### **U.S. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

If You believe that Your work has been copied in any way without Your permission, please provide the following information to our agent to receive Notification of Claimed Copyright Infringement identified below. Your notice must contain the following:

- Your electronic or physical signature;
- A description of the work You claim has been infringed;
- Identification of the work You claim infringes the copyrighted work and a description of where it is located on the Dell website;
- Your address, telephone number and email address;
- A statement by You that You have a good faith belief that the infringing use is not authorized by the copyright owner, the copyright owner's agent or by law; and
- A statement by You, under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent to receive Notification of Claimed Copyright Infringement can be reached as follows:  
copyright@dell.com

**6. Winner Determination:** Presentation format will vary slightly from event to event, but presenters will typically pitch in-person to a panel of in-person or remote judges, selected for their business and startup knowledge and background. A typical pitch format would consist of five minutes of presentation and five minutes of Q&A when the judges will be able to ask about your startup. After the conclusion of the competition event, a panel of qualified judges determined by Sponsor in its sole discretion will select the potential winners from among all eligible Submissions received, based on an application of the following criteria ("Judging Criteria") each weighted equally (25% each):

- Problem Definition: How well is the problem defined and how important is the problem being solved?
- Project Viability: How likely is it that the startup can be built and grown as-presented with the potential to become a legitimate solution?
- Concept Disruptiveness: How disruptive, exciting, unique, and scalable is the proposed solution?
- Pitch Communication: How well was the pitch presented? Were concepts communicated effectively and clearly?

In the event of a tie, the Entrant whose Submission received the higher score in the Concept Disruptiveness, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Method of awarding the second-place prize will be announced at the start of the competition. Second place will either be based on the same Judging Criteria as mentioned above or by crowd favorite, which will be determined by polling the audience if there is sufficient crowd size and event constraints allow for it. Sufficient crowd size and any event constraints will be determined at the sole discretion of the Sponsor. The first-place winner will be excluded from crowd favorite polling should it take place.

**7. Winner Requirements:** Potential winners will be notified virtually or in-person at the contest round in which they participate, or by email, mail or phone within 10 days of the round conclusion. Except where prohibited, each potential winner will be required to sign and return to the Sponsor within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability Release and a valid W9 form (for prizes exceeding \$600 in retail value), which must be received by the Sponsor within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Affidavit of Eligibility and Liability Release or provide any other requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. By entering, You agree that You are in compliance with all of Your employers' rules, policies, and procedures that relate accepting prizes. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled **within 8 weeks** after conclusion of each round.

**8. Prizes:** Approximate Retail Value ("ARV"): \$25,000 USD in Dell Rewards per Qualifying Round split between first place and second place or crowd favorite, \$40,000 USD in Dell Rewards per Semi-Final Round split between first place and second place or the crowd favorite, and \$100,000 USD in cash for the Final Round split between first place and second place or the crowd favorite.

Prizes are 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 for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person/household. Total ARV of all prizes: \$520,000 USD.

**9. Release:** By entering, You agree to release and hold harmless the Sponsor, Dell Marketing L.P., 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 Contest 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.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

The Sponsor reserves the right, at its sole discretion, to remove Entrants and/or winners from further participation or withhold prizes in the contest at any stage or phase for any reason that it deems necessary and prudent. This includes, but is not limited to, the following;

- Entrant's public presence conflicting with the values of Dell Technologies. Due to the highly public nature of this competition, competitors are subject to a review of their public presence to include, but not limited to, social media posts, blog posts, forum posts, company, and personal websites.
- Violation of copyright law in submissions.

- An Entrant found to be gaining or attempting to gain an unfair advantage, intentionally disadvantage other Entrants, or otherwise act in a manner inconsistent with the spirit of fair play.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical, omission or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission. 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. Disputes:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest 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 Contest, 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 Contest, 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 Statement available at [www.dell.com/privacy](http://www.dell.com/privacy).

**14. Winner List:** For a winner list, visit [events.dell.com/startups](http://events.dell.com/startups). The winner list will be posted after winner confirmation is complete.