

DELL FOR STARTUPS PROGRAM PARTICIPATION TERMS AND CONDITIONS (NEW ZEALAND)

The Dell for Startups Program (“**Program**”), conducted by Dell New Zealand Limited c/o Simpson Grierson, RQW, 88 Shortland Street, Auckland Central, Auckland 1010, New Zealand (“**Dell**”), is designed to help entrepreneurs launch, grow, and scale their startups. Program membership is free. When you join the Program, you will be paired with a dedicated startup tech advisor that will get to know you and your business and provide tech advising tailored to your specific needs.

1. Purpose

These terms and conditions (“**Terms**”) describe the criteria, conditions, requirements and rules of membership and participation in the Program. By participating in the Program, you agree to comply with and be bound by these Terms, which may be updated from time to time.

2. Eligibility and Participation Requirements

For the purposes of this Program, a startup is defined as a recently-created business seeking rapid growth and scaling. Membership may, at Dell’s sole discretion, be restricted to early-stage startups with 1-99 employees. Dell may allow supporters of the startup community to participate in the Program for the benefit of furthering the mission of the Program. Examples of such supporters may include Dell employees, startup investors and partner-organisations such as incubators or accelerators.

3. Event Information

- (a) You agree that events relating to the Program, including in-person, virtual, and hybrid events, may be recorded, and such recordings may capture your likeness, including but not limited to your voice and statements. You agree that Dell may use and edit such recordings, including your likeness, in any media, and distribute, broadcast, use, or otherwise globally disseminate, in perpetuity, such media without any further approval from or payment to you. All materials, including all videos and audio files relating to Program events are protected and owned, controlled or licensed by Dell. You agree that you are restricted from taking photographs, audio recordings, and/or video at Program events. You understand that virtual Program events may require you to download or use third party software (“**Event Software**”). You understand the Event Software may include a feature that allows documents and other materials or messages you exchange or share during the session to be recorded. Dell has no control over the Event Software or associated websites and makes no warranty as to the accuracy of the information contained on those websites. The Event Software is provided on an "as is", "as available" basis by Dell and Dell makes no express warranties that the virtual event or Event Software is or will be complete or uninterrupted or free from errors, viruses, malware, or any other harmful code.
- (b) You agree not to perform any actions that would be disruptive to other attendees or interfere with any Program events. If you do so or otherwise conduct yourself in an unprofessional manner, as judged solely by Dell, you may be removed from the event, and you will not be entitled to a refund and may suffer additional consequences including, but not limited to, being banned from future events and other legal actions.

4. General Rules and Restrictions

- (a) Dell’s failure to enforce a right does not mean that Dell has waived that right.
- (b) Dell may assign its rights and obligations under these Terms.

- (c) These Terms comprise the entire agreement between Dell and you about your membership and participation in the Program.
- (d) You may not purchase Dell products for the purpose of resale.
- (e) Unless authorised under a separate agreement, you may not use Dell's trade marks, nor shall you represent yourself as an authorised reseller of Dell and/or a Dell authorised consulting service provider. If Dell becomes aware that you have failed to comply with this clause, your Program membership will be terminated immediately without any right to any rewards or other benefits of the Program.
- (f) Dell may send you, directly or through third parties, communications and marketing about the Program, Dell products and services.
- (g) Dell reserves the right to modify, discontinue or cancel the Program at any time and for any reason.
- (h) Dell reserves the right to terminate your Program membership if you violate any terms in this Agreement or your behaviour is deemed to be inconsistent with good order and the values of Dell.

5. Limitation of Liability

You hereby agree to release and hold harmless Dell, its employees, authorised representatives, vendors, agents, and contractors from any and all alleged and/or actual liability, claims, actions, lawsuits, damages, or losses, of any kind which arise out of or result from your participation in the Program, whether or not foreseeable, and regardless of legal theory (including negligence), save that nothing herein shall exclude or limit liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or other liability that cannot be excluded by law. In no event shall Dell be liable or responsible to you for any incidental, indirect, special, or consequential damages whatsoever, even if Dell has been advised, knew of, or should have known of the possibility thereof. In no event is Dell liable for lost income, revenue, or profits, loss of business opportunity, loss of good will or reputation, lost or corrupted data or software, business interruption, or procurement of third-party products or services.

6. Indemnification

You will indemnify, defend, and hold Dell harmless from any third-party claim arising from or related to: (i) your representations, warranties or omissions; (ii) alleged or actual negligence or violation of applicable law; or (iii) death, bodily injury, or property damage to a third-party actually or allegedly caused in whole or in part by you actions or omissions. You will not settle any claim under this clause that obligates Dell to admit liability and/or act or cease to act in some manner without Dell's prior written consent, such consent not to be unreasonably withheld.

7. Dispute

Before you or Dell file any lawsuit regarding a Dispute, you and Dell will attempt to resolve the Dispute through negotiation or through mediation using a mutually agreeable mediator. You and Dell will treat the existence or results of any negotiation or mediation as confidential. If the parties are unable to resolve the Dispute within thirty (30) days' of notice of the Dispute to the other party, the parties will be free to pursue all remedies available at law or equity. Notwithstanding the foregoing, either party has the right to seek a temporary restraining order, preliminary injunction, or other equitable relief from a court of competent jurisdiction to preserve the status quo, prevent irreparable harm, avoid the

expiration of any applicable limitation periods, or preserve a superior position with respect to other creditors.

8. Governing Law

You agree that the Terms and any claim or dispute relating to these Terms, the Program, your membership and participation in the Program, or any combination of these items (“**Dispute**”) shall be governed and construed in accordance with the laws of New Zealand and the non-exclusive jurisdiction of the courts of New Zealand.