

**FY21 Dell Technologies Club Precision Program
OFFICIAL CONTEST RULES**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES AND CANADA (EXCLUDING QUEBEC). DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN THE UNITED STATES OR CANADA..

YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PROGRAM IS STRICTLY VOLUNTARY AND IS NOT REQUIRED BY DELL TECHNOLOGIES.

1. **Eligibility: FY21 Dell Technologies Club Precision Program** (the "Contest") is only open to Dell Technologies Partner Program Distributors and National Solutions Provider Partners (each a "Partner") in the U.S., and Canada (excluding Quebec) that are participating in the Dell Technologies Partner Program provided that Partner;
 - a. is a Dell Technologies Partner Program in good standing prior to the start of the Program Period and not be subject to disciplinary actions, or found in breach of terms, or subject to other compliance concerns are not eligible.
 - b. meets Dell Technologies fiscal year 2021 ("FY21")¹ Partner tier compliance requirements in both revenue and training.
 - c. maintains a current registration profile including yearly updates and prompt notification to Dell Technologies in writing of any change that may affect Partner's participation.

The following FY21 Dell Technologies Club Precision Program Official Contest Rules ("Contest Rules") apply to Partner's participation in the Contest. *The Contest Rules are supplemental and subject to the Dell Technologies Partner Program Agreement, the Dell Technologies Partner Incentive Terms and Conditions, together with any attachments thereto (collectively this "Agreement")* Employees of Dell Technologies 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. Additionally, 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. The Contest is subject to all applicable country, federal, state, provincial and local laws and regulations and is void where prohibited.

2. **Sponsor:** Dell Marketing, L.P. One Dell Way, Round Rock, TX 78682.
3. **Agreement to Official Rules:** Participation in this Contest constitutes Partner's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Receiving an award or incentive is contingent upon fulfilling all requirements set forth herein.
4. **Timing:** The Contest begins on February 2, 2020 at 12:00 a.m. ("CT") and ends on January 31, 2021 at 11:59 p.m. CT (the "Contest Period").
5. **Program Description:**

¹ Dell Technologies' FY21 begins on February 2, 2019 and ends on January 31, 2020 of the following year.

- a. **Precision 5000 Series Notebook Award:** The top five (5) Partner Representatives to achieve Dell Champion Status with the highest sales of Eligible Products during the Contest Period will receive one (1) Dell Precision 5000 Series Notebook per Partner. The approximate retail value ("ARV") of the Notebook is \$3590.57 USD. Dell Technologies reserves the right to substitute a prize of equal value in its sole discretion. Additionally Partner will receive access to unique train the trainer incentives, additional rewards as set forth in the promotional docs, for milestone achievements, or revenue goal attainment as set forth in the promo documents which will be.
 - i. **"Eligible Products"** means Dell Technologies Workstation products ("Eligible Products"). Only products and/or categories of products that Partner is authorized to sell shall be eligible for the incentives described herein. Dell Technologies may modify the list of products which shall be eligible for incentives at any time and in its sole discretion and Dell Technologies reserves the right to exclude certain products from the Program at any time in its sole discretion.
 - b. **Monthly Sales Challenge Award:** Each month during the Contest Period Dell will award one Gift Basket (ARV \$200 USD) ("Sales Challenge Award" to the Partner who has the highest number of Eligible Product units sold to a single customer in the following categories:
 - i. the highest number of Precision units sold to a single customer during the month;
 - ii. the highest number of NBI Precision units sold to a single customer during the month; and
 - iii. the highest number of SMB Precision units sold to a single customer during the month
 - c. Dell Technologies will select only one Partner in each category during a month to receive a Monthly Sales Challenge Award. In no event shall Dell be obligated to award more than one Sales Challenge Award in any Partner in the categories above.
 - d. Partner standing will be posted on the Club Precision Leader Board which may be found at: <http://ClubPrecision.com>.
6. **Program Registration:** In order to participate in the Dell Technologies Club Precision Program Partner must:
- a. Login to the Dell Technologies Club Precision Program site which may be found at: <http://ClubPrecision.com> and register to participate in the Program.
 - b. By clicking submit on the Dell Technologies Club Precision Program Registration site, Partner agrees to be bound by all terms, conditions, and restrictions contained herein. Please print a copy of these Official Rules for your records.
7. **Compliance with the law.** Partner represents and warrants that it understands and agrees to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other anti-bribery laws in countries in which this Program is being offered (collectively, the "Anticorruption Laws"). Partner represents that this Program is not being given by Dell Technologies, and will not be used by Partner, directly or indirectly, as an attempt to influence any act or decision of Partner in connection with obtaining, retaining, or directing business or securing any improper business advantage on behalf of Dell.
8. **Release:** By entering, Partners agree to release and hold harmless the Sponsor, Dell Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, 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 the awards and incentives issued under the Contest.

- 9. 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 recipients from among all non-suspect, eligible Entries received up to time of the Contest end date 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 Program 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 Entries. 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.
- 10. Taxes:** All applicable taxes (including, but not limited to, Value Added Tax and Withholding Taxes) on incentives or awards are the sole responsibility of the recipient. In certain circumstances, Dell Technologies may elect to pay applicable taxes on the amount of Incentives. Partner may be required to provide relevant tax information to Dell Technologies for tax reporting purposes. Failure to provide requested tax information, where applicable, to Dell Technologies within thirty (7) days after Dell Technologies' request may result in forfeiture by Partner of any incentives or awards.
- 11. Limitations of Liability:** Released Parties shall not be responsible or liable for sales calculations that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Rules, and all such sales numbers will be disqualified. Released Parties are also not responsible for: (1) any incorrect or inaccurate information, whether caused by Partner, printing, typographical 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 Entries, the announcement awards 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 Partner participation in the Contest or receipt or use or misuse of any Award (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Entries 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. **ALL RECIPIENTS S ACKNOWLEDGE THAT AWARDS ARE AWARDED AS-IS. DELL MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NONINFRINGEMENT AS REGARDS TO THE AWARDS OR ANY COMPONENTS OF THE AWARDS. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.**
- 12. Disputes:** Except where prohibited, Partner agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest 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, entrants' 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. Personal Information:** Information collected from Partner is subject to Sponsor's Privacy Statement found at www.dell.com/privacy.
- 14. Recipients List:** For a recipients list, visit www.clubprecision.com. The recipient list will be posted after recipient confirmation is complete.