

## **Dell Security Overdrive OFFICIAL 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 APPROVED AREAS IN THE APAC REGION ONLY AS LISTED ON THE APAC REGISTRATION FORM. DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN THE UNITED STATES OR ANY OF THE AVAILABLE COUNTRIES ON THE APAC REGISTRATION FORM.**

**1. Eligibility:** Dell Security Overdrive Sweepstakes (the "Sweepstakes") is open only to Partner Representatives who are employed by an authorized and current Dell PartnerDirect Partner in good standing, who are legal residents of the fifty (50) United States and the District of Columbia or any of the approved countries on the APC instances as listed on the registration form, and who are at least twenty-one (21) years old at the time of entry. Employees of Dell Marketing L.P., Dell Inc., 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. Employees of the City of New York 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. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

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

**3. Timing:** The Sweepstakes begins on August 1, 2016 at 12:00 a.m. PST and ends on October 31<sup>st</sup>, 2016 at 6:00 p.m. PST (the "Entry Period").

**4. How to Enter:** Eligible Participants are responsible for ensuring that they have the prior authorization of their Partner employer to enter the Sweepstakes. They must be valid partner representatives that are active sales reps for Dell Security Group products.

Partner Representatives who visit [www.delloverdrive.com](http://www.delloverdrive.com) and submit an approved security deal registration will receive one (1) entry into the Dell Security Overdrive Sweepstakes. Partner Representatives who visit [www.delloverdrive.com](http://www.delloverdrive.com) and submit a closed security deal registration will receive five (5) entries into the Dell Security Overdrive sweepstakes.

**5. Prize Drawings:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. On or around October 31st, 2016 Sponsor will conduct a random drawing to select the potential Sweepstakes winner from all eligible entries received during the Entry Period. The potential winner will be notified by mail, email or phone. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to 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) 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 W9 within the required time period, or prize is returned as undeliverable, potential winner forfeits 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.

**6. Prizes:** All prizes are listed on the rewards section of the Dell Overdrive site and will be paid in electronic format in USD currency.

**7. Release:** By entering, entrant agrees to release and hold harmless Sponsor, Dell Inc., 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 Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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.

**10. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes, provided that the Entry Period has not ended. If the Sweepstakes 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.

**11. Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes 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 Sweepstakes, 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.

**12. Entrant's Personal Information:** Information collected from entrants is subject to [www.dell.com/privacy](http://www.dell.com/privacy)

**13. Winner List:** For a Winner List, send a hand-printed, self-addressed, stamped envelope to "Dell Security Overdrive", Quynh Luu 5455 Great America Parkway Santa Clara, CA 95054. Winner List requests must be received by March 15, 2016.

**14. Contest Endorsement:** Dell Overdrive and any contests, prizes, drawings, and participation is not in any way endorsed or sponsored by Apple's App Store, iTunes, or Google Play. The Dell Overdrive app is solely available as an app in those app directories and its presence there does not indicate any sponsorship or endorsement from those app stores and their affiliated companies.