

Dell Internet of Things Contest: Connect What Matters

OFFICIAL RULES

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

1. Eligibility: Dell Internet of Things Contest: Connect What Matters (the "Contest") is open to legal business entities. Individuals who enter this Contest do so on behalf of their employers. Employees of Dell Marketing, L.P., Dell, Inc., 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. Employees of Intel are not eligible. Employees of the City of New York are not eligible. The Contest is subject to all applicable U.S. federal, state, and local laws and regulations and is void where prohibited. By entering, you agree that any data you may provide will be sent to, and stored in, the United States.

Notice to Public Officials: Dell understands that the laws of many jurisdictions restrict private parties, lobbyist employers, and government contractors from providing things of value to government officials, and in some cases, require reporting of such gifts. Likewise, government officials are restricted from accepting gifts or other things of value in many jurisdictions, including Contest prizes. Prior to awarding any prizes you will be required to certify that acceptance of the Contest prize is permitted in accordance with applicable law and ethics policies of your employer.

If the potential winner is an employee of a healthcare provider, prior to awarding any prizes he/she will be required to certify that acceptance of the prize is permitted in accordance with applicable law and ethics policies of his/her employer.

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

3. Agreement to Official Rules: Participation in this Contest 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 this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on 10/20/2015 at 9:00 a.m. CT and ends on 03/31/2016 at 11:59 p.m. CT (the "Contest Period") and consists of the following phases ("Phases"):

Phase	Start Date at 9:00 a.m. CT	End Date at 11:59 p.m. CT
Entrant Registration and Submission	10/20/2015	03/31/2016
Evaluation and Winner Selection	04/01/2016	04/15/2016
Communication to the Winners	04/18/2016	04/25/2016
Awarding winners	05/01/2016	06/15/2016

Sponsor, in its sole discretion reserves the right to alter the duration of any phase of the Contest for any reason. Any such alteration will be communicated via the www.dellconnectwhatmatters.com website.

Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Entrant Registration and Submission Phase, the business entity representative (the person or team that will be registering and submitting the innovative solution on behalf of his/her company) should visit www.dellconnectwhatmatters.com and follow the links and instructions to complete the online registration form. After you have registered, follow the instructions to complete and submit an Application form, detailing your concept for an innovative solution for businesses, using the Dell Edge Gateway. A "solution" is a holistic set of hardware and software elements designed to work together and deliver demonstrable value in meeting an end customer need. If you choose to do so, you may follow the instructions on the website as to how to order a Dell Edge Gateway for use in your submission, but no purchase of any kind is required.

By providing your Submission to the Sponsor, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor may disqualify you from the Contest if it believes, in its sole discretion that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must have all questions answered;
- The Submission must be in English; and
- The Submission must be Entrant's own creation, must be original, and cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Submission Requirements:

- The Submission must include Dell Edge Gateway as part of the innovative solution;
- The Submission must be developed for businesses

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 contain logos or trademarks other than Dell's mark, which entrant has a limited license to use to incorporate into his/her Submission for this Contest;
- 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 contain text not created by entrant;
- The Submission must not contain text or serve any purpose that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous, in Sponsor's sole discretion;
- The Submission must not contain text or serve any purpose 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, in Sponsor's sole discretion; 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 enter the Contest one (1) time during the Contest Period. 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 and the entrants' employer 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. All Entrants must provide and maintain a valid email address for the duration of the Contest. Sponsor is entitled to send any correspondence associated with this Contest by e-mail. Entrants are responsible for making sure that they can be reached by email. If an entrant cannot be reached or fails to timely respond to an email, the Entrant may be disqualified or forfeit a possible prize. No automated entry devices and/or programs permitted. Receipt of Concept Submissions will be acknowledged through the submission process. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Concept Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic which are beyond Sponsor's reasonable control. Only fully completed Submission forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. 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. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of eligible or satisfactory entries are received. If Sponsor decides to cancel or modify this Contest in accordance with these Official Rules, it will provide a notice of such cancellation or modification on the Contest website at www.dellconnectwhatmatters.com.

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. Rights to Entries: You will retain ownership of your Entry, including all intellectual property rights which may exist in your Entry. Sponsor shall not acquire any right, title or ownership interest to your Entry. However, by submitting an Entry, you grant Sponsor the unconditional and perpetual right, license and consent to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, and exhibit the Entry in any media throughout the world in relation to the Contest, without limitation, and without additional review, compensation, or approval from you or any other party. By submitting an Entry, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor, or any other person, on the grounds that Sponsor's use of your Entry as set forth in these Official Rules infringes any of your rights, including, without limitation, copyrights, patent rights, trademark rights, or moral rights (droit moral). You further acknowledge that Sponsor is in no way obligated to protect any intellectual property rights which may exist in the Entry or to publish or use your Entry in any way, even if it is selected as the winning Entry. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and Sponsor. In no way are you to be construed as the agent or to be acting as the agent of Sponsor. Please note that following the end of this Contest you, your team and your Entry may be publicized as having participated in the Contest, including distribution online or via media or posting on Sponsor's site or a third-party website. Sponsor is not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry. If you do not want to grant these rights to your Entry, you may not enter this Contest. You further understand and acknowledge that Sponsor or other Participants may have developed or commissioned materials similar or identical to your Entry and you/your team waive any claims you may have resulting from any similarities to your Entry. Additionally, you understand that Sponsor cannot control the incoming information you will disclose in the course of entering, or what Sponsor's employees or representatives will remember about your Entry. You also understand that Sponsor will not restrict work assignments of representatives who have had access to your Entry. By entering this Contest, you agree that use of information in Sponsor's representatives' unaided memories in the development or deployment of products or services does not create liability, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor for such use. You further understand that you will not receive any compensation or credit from Sponsor for use of your Entry as provided in these Official Rules, other than what is described in these Official Rules. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the application beyond this Contest or as provided in these Official Rules.

7. Winner Determination: After the conclusion of the Contest Period, 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"):

- Innovation (40%);
- Business Impact (60%)

In the event of a tie, the entrant whose Submission received the higher score in the Business Impact criterion, 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.

8. Winner Requirements: Potential winners will be notified by email from 04/18/2016 to 04/25/2016. Except where prohibited, each potential winner 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 and Publicity Release, any non-disclosure agreements regarding virtual or on-site use of Dell facilities or tools, and a valid tax form as required by law, which must be received by 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 and Publicity 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, entrant agrees he/she is in compliance with all of his/her 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 8 – 10 weeks after conclusion of the Contest.

8. Prizes:

One (1) Platinum Award \$150,000 award consists of cash and non-cash elements:

PLATINUM AWARD	VALUE	DETAILS
Individual or Team Cash Award*	\$15,000	Paid through your company-employer
Business and Engineering Consulting from Dell business and technology IoT experts	\$25,000	Estimated 70 man-hours
Dell Hardware and Software	\$30,000	Estimated value
Access to Dell IoT Lab equipment and LAB experts	\$20,000	Estimated 3-week engagement
Co-marketing and Public Relations on your behalf**	\$30,000	
Go-to-Market funds to market your solution (Cash Award)***	\$30,000	
TOTAL VALUE	\$150,000	

Five (5) Gold Awards - each \$50,000 consists of cash and non-cash elements:

GOLD AWARD	VALUE	DETAILS
Individual or Team Cash Award*	\$10,000	Paid through your company-employer
Business and Engineering Consulting from Dell business and technology IoT experts	\$11,000	Estimated 30 man-hours
Dell Hardware and Software	\$5,000	Estimated value
Access to Dell IoT Lab equipment and LAB experts	\$14,000	Estimated 2-week engagement
Co-marketing and Public Relations on your behalf**	\$5,000	
Go-to-Market funds to market your solution (Cash Award)	\$5,000	
TOTAL VALUE	\$50,000	

Ten (10) Silver Awards – each \$20,000 consists of cash and non-cash elements:

SILVER AWARD	VALUE	DETAILS
Individual or Team Cash Award*	\$5,000	Paid through your company-employer
Business and Engineering Consulting from Dell business and technology IoT experts	\$3,000	Estimated 8 man-hours
Dell Hardware and Software	\$2,000	Estimated Value
Access to Dell IoT Lab equipment and LAB experts	\$7,000	Estimated 1-week engagement
Co-marketing and Public Relations on your behalf**	\$2,000	
Go-to-Market funds to market your solution (Cash Award)	\$1,000	
TOTAL VALUE	\$20,000	

* Individuals or teams who enter the Contest do so on behalf of their employers. Payment of cash award is dependent upon entrants' employer consenting to receipt of cash. In the event the employer does not consent to the cash prize, Sponsor will modify the total prize package to account for the difference

**Examples may include joint case studies and digital activation that Dell will implement on your behalf

***Contingent upon Dell approval of your GTM program. The goal of the program is to market your solution and the funds should be used for that

The actual value of prizes is subject to price fluctuations based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal 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 or team (in case of team submission). Total ARV of all prizes: \$600,000.

By entering, you agree that any data you may provide will be sent to, and stored in, the United States without any regard for any other jurisdictions laws.

10. Release: By entering, entrants agree to release and hold harmless the 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 Contest or receipt or use or misuse of any prize.

11. 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.

12. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, 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 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.

13. 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.

14. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy www.dell.com/privacy

15. Winner List: For a winner list, visit www.dellconnectwhatmatters.com. The winner list will be posted after winner confirmation is complete.

ABBREVIATED RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Contest ends 3/31/2015. For Official Rules and complete details, visit www.dellconnectwhatmatters. Sponsor: Dell Marketing, L.P.