

## Precision Industry Series – Transformative Technology for Media & Entertainment

### TERMS AND CONDITIONS

1. The Promoter of the **Dell Technologies Precision Industry Series for Media & Entertainment Competition** (the Competition) is Dell Global B.V. (Singapore Branch) (a member of Dell Technologies) (**the Promoter**).
2. Entry into the Competition constitutes acceptance of these Terms and Conditions and Dell's Privacy Policy. All entry instructions and prize information published by the Promoter also form part of these terms and conditions.

### COMPETITION DATES

3. The Competition period commences from **1:00 pm SGT on December 8, 2022 to 2:30 pm SGT on December 8, 2022** (Eligibility Period).
4. Entry in the Competition is free and entries must be completed within the Competition Period. The Competition is open to individuals who meet the Eligibility Criteria (Eligible Entrants).
5. Participants must further meet the following criteria (Eligibility Criteria):-
  - a) Must be a Citizen / Permanent resident of any APAC eligible countries, which are: Indonesia, Malaysia, Philippines, Singapore, Thailand, Afghanistan, Bangladesh, Bhutan, Brunei, Cambodia, Fiji, Laos, Maldives, Mongolia, Myanmar, Nepal, Pakistan, Papua New Guinea, Samoa, Sri Lanka, Vietnam, Australia, New Zealand, India;
  - b) Must be aged eighteen (18) years and above;  
Must not be a director or employee (Permanent and/or Contract employee) of the Promoter, their parent and/or affiliate companies, as well as their immediate family members).
6. **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 Competition prizes. Prior to awarding any prizes you will be required to certify that acceptance of the Competition prize is permitted in accordance with applicable law and ethics policies of your employer.

### ENTERING THE COMPETITION

7. Entry into the Competition must be undertaken within the Competition Period as follows: -
  - a. To qualify for the competition, Eligible Entrant must register and attend the **Precision Industry Series – Transformative Technology for Media & Entertainment** event [<Link>](#) on Dec 08, 2022, 1:00 pm to 2:30 pm SGT.
  - b. The Competition is open to virtual registration.
- a) **Quiz Leaderboard contest:**
  - i. The Entrants must answer all the questions correctly in the least amount of time for the Quiz contest.

- ii. Eligible Entrants need to download Kahoot to answer the questions in the Quiz Leaderboard contest. A computer/laptop and smartphone with Internet access are required.
  - iii. The Entrant's name & email address must be included to participate and to claim a prize (should the Entrant is a potential winner). Such details must be the same as the Registration Form.
  - b) Survey Form contest:**
    - i. Eligible Entrants need to fill and complete the survey form during the Competition Period.
    - ii. The Eligible Entrant must also provide a response to question "*What new technology has your organization adopted to optimize your workflows?*" ("Competition Question")
8. Each Eligible Entrant may only submit one Prize Entry. Any additional Prize Entries submitted after the first valid Prize Entry received by the Promoter will be invalid.
9. The Promoter takes no responsibility for late or misdirected online registration forms or any delays or failures in any telecommunications services or equipment. Online registration forms will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter accepts no responsibility for late, lost or misdirected online registration forms. Incomplete, inaccurate, erroneous, ineligible or incomprehensive Registration Forms will be deemed invalid.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion to determine the identity of the entrant.

## PRIZES

12. The prizes consists of :-

**a) Quiz Leaderboard contest:**

- i. The Top five (10) winners will each receive one (1) Google Nest Audio worth USD 100. Subject to local country availability.

**b) Survey Form contest:**

- i. Five (5) winners will each receive one (1) Dell UltraSharp 32 4K Video Conference Monitor - U3223QZ worth USD 4159.
- ii. The prize will be provided through Dell Seeding process. The winners must provide accurate contact details and to accept Seeding acknowledgement email in order to receive the Prize.

13. The Promoter accepts no responsibility for any tax implications that may arise from winning any of the prizes and each individual entering the Competition should seek independent financial advice before entering the Competition.

14. Delivery charges of prizes shall be *borne by Dell*.
15. If for any reason any element of a Prize becomes unavailable for any reason beyond the Promoter's reasonable control then a similar Prize of equal or greater value will be awarded to the winning Eligible Entrant in lieu, subject to any written directions made under State or Territory legislation.
16. The stated value of the prize is correct at the commencement date of the Competition. The Promoter accepts no responsibility for any variation in value of the prizes or the individual components of the prizes. The prizes (whether in whole or in part) are non-transferable, non-refundable and non-redeemable for cash or other goods and/or services.

#### **JUDGING & PRIZE DRAW**

17. The winners are selected based on the following criteria:

##### **a) Quiz Leaderboard contest:**

- I. Answering the questions in the Quiz Leaderboard contest correctly in the least amount of time.
- II. The score for each question is automatically calculated and is based on whether the answer is correct and the time it took for the correct answer to be entered by the Entrants. There is no random selection of entries.
- III. At the conclusion of the Quiz Leaderboard contest, the highest scores will appear on the poll. The highest scores represent the potential top ten (10) winners.
- IV. Judging of the competition will take place on **2:30pm SGT on Thursday, 8 Dec, 2022**

##### **b) Survey Form contest:**

- I. The Eligible Entrant must successfully complete the questions in the survey form and provide a response to the Competition Question.
  - II. The five (5) winners will be selected based on the completion of the survey and the most original or creative submission of the Competition Question.
  - III. Judging of the winners will take place at Dell Technologies premise in Singapore unless not permissible by local regulations at **2:30PM SGT on Thursday, December 8, 2022** which may be subject to change during office hours. The Promoter's decision is final and no correspondence will be entered into.
18. The winning Eligible Entrant will be notified via email by the Promoter (or its agents) within 5 working days of the judging/prize draws using the contact details provided on the Competition entry form.
  19. In the event that a winner of the prize cannot be contacted or fails to accept the prize within 3 *months* the Promoter will allocate that prize to another entrant who meets the eligibility criteria and whose entry is considered as valid.
  20. Each Eligible Entrant, if requested by the Promoter, verify their compliance with these Competitions terms and conditions prior to receiving a prize. The required verification (including an entrant's identity, age and place of residence) will be in a form determined by the Promoter in its absolute discretion. If the Winner that does not comply with this clause they will forfeit their prize.

## **COPYRIGHT AND INTELLECTUAL PROPERTIES**

16. The entry/content should be an original creation of the participant and the participant should have the exclusive rights to distribute the same. The entry/content should not breach/violate any type of intellectual property rights of any other party.
17. The participant agrees and undertakes to indemnify and keep the Promoter and all its affiliates and subsidiaries indemnified against any costs, losses, claims, damages and/or injuries that may arise from any third party with respect to the intellectual property rights regarding the entries/content submitted by the participant.
18. The Promoter or its representatives will review the entry/content before posting it on the website. On approval from the Promoter, the content will be posted on the website. The Promoter reserves the right to approve or reject any entry/content without giving any reasons for the same and the Promoter's decision will be final and binding. The participant also agrees to allow the Promoter to use the contest entry/content for promotion of this Competition in any form.

## **PROMOTIONAL AND OTHER OBLIGATIONS**

19. By entering the Competition, you agree that in the event that you are selected as a winner of one of the prizes referred to in these Competition terms and conditions, you will make yourself available for reasonable publicity purposes related to the Competition and that (without limiting its rights), the Promoter may conduct interviews and take photographs to be used for such publicity purposes and publication by the Promoter as it deems necessary.

## **MISCELLANEOUS**

20. Notwithstanding anything contained herein, Dell reserves the right at any time in its absolute discretion to amend, delete and/or add to any of the Terms and Conditions herein; at any time with or without notice to an Eligible Entrant. The Eligible Entrants agree that continued participation in the Promotion shall constitute their acceptance of these terms and conditions (as modified and varied from time to time)
21. The Promoter will not be liable for any loss or damage whatsoever which is suffered by you (including without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of you taking part in, winning or using any of the prizes, except for any liability which cannot be excluded by law.
22. All Entries become the property of the Promoter. By taking part in the Competition, you irrevocably assign all rights, title and interest in your entry to the Promoter and waive any moral rights in relation to the same. You must procure all individual assignments and moral rights waivers as necessary to ensure the assignment of all rights to the Promoter in accordance with this clause.
23. The Promoter will use the information contained in your Entry Form in accordance with the Privacy Policy on the Promoter's website at <https://www.dell.com/learn/us/en/uscop1/policies-privacy-country-specific-privacy-policy>
24. If for any reason the competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical

failures, prohibition by the relevant authorities or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition as it sees fit. Any entry which is made as a result of tampering with the entry process will be invalid and not eligible for judging and/or any prizes.

25. These Competition terms and conditions are to be construed in accordance with the law in Singapore and the parties submit to the exclusive jurisdiction of the courts of Singapore.