

Tech Talks with Topgolf – Closest to the Pin 9-Hole Challenge
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. CONTEST OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE (19 IN AL, DE AND NE; 21 IN MS) OR AGE OF MAJORITY WHICHEVER IS OLDER IN STATE OF RESIDENCE, AT THE DATE OF ENTRY INTO CONTEST. VOID WHERE PROHIBITED BY LAW.

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY. DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN THE UNITED STATES.

1. Agreement to Official Rules: By entering the **Tech Talks with Topgolf – Closest to the Pin 9-Hole Challenge** (the “Contest”) You (“You”, “Your” or “Entrant”) hereby fully and unconditionally agree to these official rules (the “Official Rules”) and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any violation of these Official Rules will result in disqualification.

2. Eligibility: The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old (nineteen (19) in AL, DE and NE; twenty-one (21) in MS), or age of majority, whichever is older in state of residence), at the date of entry into Contest. Employees and representatives of Dell Inc., its subsidiaries, Topgolf Entertainment Group (TEG), its subsidiaries, Intel, 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. 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. Employees of the City of New York are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

NOTICE TO HEALTHCARE EMPLOYEES: If You are employed in the healthcare industry, prior to awarding any prizes You will be required to obtain certification that acceptance of the contest prize is permitted in accordance with applicable law and ethics policies of Your employer.

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

4. Timing: The Contest begins on 05/05/2020 and ends on 07/14/2020 (the "Contest Period") and consists of the following phases ("Phases"):

Phase	Pacific Time Zone	Pacific Time Zone
Registration	05/05/2020	07/14/2020, 2:00 p.m.
Dell Technologies & Topgolf Webinar	07/14/2020, 2:00 p.m.	07/14/2020, 3:00 p.m.
Tech Talks with Topgolf – Closest to the Pin 9-Hole Challenge	07/14/2020, 3:00 p.m.	07/14/2020, 3:30 p.m.
Winner Announcement	07/15/2020	07/15/2020

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

5. How to Enter: During the Contest Period, register and attend the Tech Talks with Topgolf webinar and then play the Closest to the Pin 9-Hole Challenge game, hosted by World Golf Tour (your "Submission"). Your Submission must include you competing the Closest to the Pin 9-Hole Challenge game. Submissions must comply with the Guidelines and Restrictions defined below. This Contest is in no way sponsored, endorsed or administered by, or associated with World Golf Tour or Topgolf Entertainment Group (TEG).

6. Guidelines and Restrictions: 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. If requested, entrant will sign any documentation required for Sponsor or its designees. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

7. Winner Determination: After the conclusion of the Contest Period, the 5 scores with the lowest numeric value (from the Closest to the Pin 9-Hole Challenge) will determine the five potential winners from among all eligible Submissions received (from the United States), based on an application of the following criteria:

- Each player will take one swing on the assigned golf hole
- How far the golf ball lands from the golf hole or "pin" determines their score (i.e.; if the golf ball lands 5 feet from the golf hole or "pin" the score is 5)
- A total of 9 golf holes must be played; the tally of each player's score from all 9 holes are combined for their final score
- The five lowest scores will determine the winners, with first place being the lowest score.

In the event of a tie, the entrants with the same numeric score will each receive the same prize. 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, mail or phone on or around 07/15/2020. 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 Release and a valid W9 form (for prizes exceeding \$600 in retail value), 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 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, You agree that You are in compliance with all of Your 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 2 – 4 weeks after conclusion of the Contest.

9. Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace 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.

- First Place: Dell Technologies branded Callaway Fairway Stand Bag. Approximate Retail Value ("ARV"): \$245.00 USD.
- Second and Third Place: Each place winner receives a Dell Technologies branded 5.25x22in Scrubber Golf Towel. Approximate Retail Value ("ARV"): \$17.00 USD and Dell Technologies branded Callaway Warbird 2.0 Golf balls. Approximate Retail Value ("ARV"): \$13.00 USD
- Fourth and Fifth Place: Each place winner receives a Dell Technologies branded Arctic Zone 6 Can Golf Cooler. Approximate Retail Value ("ARV"): \$17.00 USD.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Prizes not manufactured or sold by Dell will be awarded without warranty of any kind, express or implied, without limitation. Prizes awarded will not in any way influence any decision in doing business with Dell. Prize was not given in connection with or related to any sale or commercial transaction or promise related thereto. Sponsor reserves the right to substitute a prize for one of equal or greater 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/household. Total ARV of all prizes: \$339.00 USD.

10. Release: By entering, You agree to release and hold harmless the Sponsor, Dell Marketing L.P., Topgolf Entertainment Group (TEG), Intel 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. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

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, omission 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. If by reason of a printing, typographical, technical, computer, network, human or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

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.

13. Entrant's Personal Information: By participating in this Contest, You consent for Sponsor to obtain, use, and transfer Your name, address, email and other details for prize fulfillment purposes and marketing, advertising and other commercial purposes as set forth in Sponsor's Privacy Statement available at www.dell.com/privacy. Information on Topgolf Entertainment Group (TEG) is available at <https://wgt.com/privacy.aspx>

14. Winner List: For a winner list, visit <https://na.eventscloud.com/ehome/544867/1058149/>. The winner list will be posted after winner confirmation is complete.

15. Mailing List Name Removal Notification System: If You would like Your name removed from Sponsor's mailing list visit www.dell.com/optout.