

Dell@ XPS 13 Giveaway

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 ONLY. DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN THE UNITED STATES.

1. **Eligibility:** Dell@ XPS 13 Giveaway (the "Sweepstakes") 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 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. 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 Wednesday, 2/13/2012 at 12:00 a.m. CT and ends at 11:59 p.m. CT on 2/28/2012 (the "Entry Period").

4. How to Enter: Enter by visiting your local Dell@ retail location and filling out the provided online form, including full name, phone number, address, and email. Your entry will only be counted once the "thank you for entering" page appears.

Limit: One (1) Entry per person. Any attempted entries in excess of that limit shall be deemed void. All Entries must be received by 11:59:59 p.m. CT on 2/28/12. Sponsor's computer is the official time-keeping device for the Sweepstakes. Sponsor is not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmissions which may limit or interfere with a participant's ability to take part in the drawing. In addition, Sponsor shall not be responsible for any damage to any computer or other property resulting from participating in, or downloading any materials for, this drawing. Each online entry shall be deemed to have been sent by the authorized account holder, at the time of such entry, of the e-mail address indicated on such entry.

Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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. The potential winner may be required to show proof of being the authorized account holder.

5. Grand 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 2/28/2011, Sponsor will conduct a random drawing to select the potential Sweepstakes winners from all eligible entries received during the Entry Period. The potential winners will be notified by email and/or

Telephone. 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 five (5) days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability & Publicity Release in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release 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. 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. Grand Prizes: One (1) winner will receive (1) Dell™ XPS™ 13. The approximate retail value of this prize is \$999.99 but is subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace. 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 or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during Entry Period. Limit: One (1) prize per person. Total ARV for all Prizes: \$999.99.

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, Facebook name, Twitter handle, 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.

13. Winner List/Official Rules: For a Winner List and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Dell@ XPS 13 Giveaway", c/o Elias Haslanger, One Dell Way RR1-77, Round Rock, TX 78682. Winner List requests must be received by 3/31/12. VT residents may exclude return postage for Official Rules.

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