Dell Technologies Make the Shift Webcast Competition Terms and Conditions

The promoter of the Dell Technologies Make the Shift Webcast Competition is Dell Technologies of 207 Pacific Hwy, St Leonards NSW 2065. Australia (Promoter).

1. Entry into the Competition constitutes acceptance of these terms and conditions and the Promoter's Privacy Policy.
All entry instructions and prize information published by the Promoter also form part of these terms and conditions.

Competition dates

2. The Competition commences at 10:30 am (Sydney Time) on Thursday 26th September 2019 and closes at 11:55 am (Sydney Time) on Thursday 26th September 2019 (Competition Period)

Qualifying Criteria

- 3. Entry into 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).
- 4. To enter the Competition, you must meet the following criteria (Eligibility Criteria):
 - 1. you must be an Australian resident over 18 years of age; and
 - 2. you must not be a director or employee of the Promoter or an immediate family member of a director or employee of the Promoter.

Entering the Competition

- 5. Entry into the Competition must be undertaken during the Competition Period as follows:
 - a. Register and attend the Make the Shift Webcast held at 11am on 26th September 2019; and
 - b. Answer all poll questions; and
 - c. Ask a question during the Q&A session of the webcast
- 6. Each Eligible Entrant may only submit one Registration Entry Form. Any additional Entry submitted after the first valid Entry Form received by the Promoter will be invalid.
- 7. The Promoter takes no responsibility for late or misdirected Entry Forms or any delays or failures in any telecommunications services or equipment. Registration Entry Forms will be deemed to be accepted at the time of receipt by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensive Entry Forms will be deemed invalid

Prizes

- 8. There will be one prize awarded. The prize consists of one Dell XPS laptop valued at \$2,498.99.00 including GST Australian Dollars at the start of the Competition.
- 9. The prize will be awarded to the best question asked during the Q&A session of the webcast.
- 10. The Promoter accepts no responsibility for any tax implications that may arise from any winning of the prize and individuals entering the Competition should seek independent financial advice before entering the Competition.
- 11. 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.
- 12. 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 prize (whether in whole or in part) is non-transferrable, non-refundable and non-redeemable for cash or other goods or services.

Judging and prize draw

- 13. Judging of the Competition will take place during the live webcast at the Redback Recording studio (Level 21/320 Pitt St, Sydney 2000) at 11:55am (Sydney Time) on Thursday 26th September 2019. The Promoter's decisions are final, and no correspondence will be entered into.
- 14. The winning Eligible Entrant will be notified in person at the time of the draw and, if not available in person, by phone and in writing by the Promoter (or its agents) within 2 days of the judging of entries using the contact details provided in the Registration Form.
- 15. The winner must, if requested by the Promoter, verify their compliance with these Competition terms and conditions prior to receiving a prize. The required verification will be in a form determined by the Promoter in its absolute discretion. If a winner does not comply with this clause he/she forfeit his/her prize.

Promotional and other obligations

16. By entering the Competition, you agree that, in the event that your entry is selected as a winner of the prize referred to in these Competition terms and conditions, you will be 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.

Miscellaneous

- 17. 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.
- 18. All Registration Entry Forms become the property of the Promoter. By taking part in the Competition, you irrevocably assign all rights, title and interest in your Entry Form 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.
- 19. The Promoter will use the information contained in your application form in accordance with the Privacy Policy on the Promoter's website at https://www.dell.com/learn/au/en/aucorp1/policies-privacy.
- 20. If for any reason the Competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised 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.
- 21. These Competition terms and conditions are to be construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.