DELL TECHNOLOGIES FORUM MELBOURNE MAJOR PRIZE COMPETITION TERMS AND CONDITIONS

1. The promoter of the "Dell Technologies Forum Melbourne" competition (the "**Competition**") is Dell Australia Pty Limited (ABN 46 003 855 561) of 821 Pacific Highway, The Zenith, Tower A, Chatswood, NSW, 2067, Australia (the "**Promoter**").
2. Entry into the Competition constitutes acceptance of these terms and conditions and the 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 commences at **9:00 am AEST on Friday 11 July 2025** and closes at **3:00pm AEST on Tuesday 12 August 2025** (the "**Competition Period**"). All Entries must be received by the Promoter by no later than 3:00 pm AEST on **Tuesday 12 August 2025.**

Qualifying Criteria

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. To enter the Competition, you must meet the following criteria (Eligibility Criteria):
    - You must be an Australian resident.
    - you must be aged 18 years or older as at the Competition start date of ***Friday 11 July 2025***; and
    - you must not be a director or employee of the Promoter or an immediate family member of a director or employee of the Promoter.
    - Notice to Public Officials and Employees: The laws of many jurisdictions restrict private parties from providing items of value to government officials and employees, and in some cases, require reporting of such prizes. Likewise, such individuals may be restricted from accepting prizes or other things of value in certain jurisdictions, including contest prizes. Prior to receiving the complimentary gift, you will be required to certify that acceptance is permitted in accordance with applicable law and policies of your employer. By taking part in this Competition you acknowledge and agree that:

        (a) you are permitted to participate in this Competition in accordance with the laws and policies applicable to you; and
        (b) you are under no obligation to confer any business advantage on Dell.

Entering the Competition

6. Entry into the Competition must be undertaken during the Competition Period as follows:

    Register for Dell Technologies Forum Melbourne, opt in to receive Dell Technologies marketing communications and attend the event onsite in Melbourne Convention and Exhibition Centre (1 Convention Centre Place, South Wharf, VIC 3006) on 12 August 2025 and be scanned at the Networking Reception.

7. Eligible Entrants may enter in the Competition as many times as they wish, provided that each entry is submitted separately and in accordance with entry requirements.
8. The Promoter takes no responsibility for late or misdirected entry forms or any delays or failures in any telecommunications services or equipment. Entry 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 entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible 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

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misconduct calculated to jeopardise fair and proper conduct of the Competition. 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.

10. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion to determine the identity of the Eligible Entrant.

Prizes

11. There will be three (3) prize winners awarded to the first three (3) valid entries drawn. The prize consists of (1) $3,000 AUD Red Balloon Standard E-gift card.
12. Total prize pool value is **AUD $9,000 AUD.**

13. 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.
14. 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 and/or specification will be awarded to the winning Eligible Entrant in lieu, subject to any written directions made under State or Territory legislation.
15. 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-transferrable, non-refundable and non-redeemable for cash or other goods or services, unless otherwise specified.

Prize draw

16. The draw will take place onsite at the Melbourne Convention and Exhibition Centre (1 Convention Centre Place, South Wharf, VIC 3006) at **4:00pm AEST on Tuesday 12 August 2025.** The Promoter's decisions are final and no correspondence will be entered into.
17. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
18. In the event that a winner of the prize fails to accept the prize at the time of the draw, then the prize will be forfeited and a draw for any unclaimed prizes will take place immediately.
19. Each winner must, if requested by the Promoter, verify its compliance with these Competition terms and conditions prior to receiving a prize. The required verification shall be in a form determined by the Promoter in its absolute discretion. Any winner that does not comply with this clause will forfeit its prize(s).

Promotional and other obligations

20. By entering the Competition, Eligible Entrants agree that in the event that they are selected as a winner of one of the prizes referred to in these Competition terms and conditions, they will make themselves 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 by the Promoter in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter, as it deems necessary .

Miscellaneous

23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in

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the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any loss or damage whatsoever which is suffered by any person (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of any person taking part in this Competition, or winning or using any of the prizes.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; or (e) the use of a prize.

25. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.

26. Eligible Entrants agree that they are fully responsible for any materials they submit via the Competition including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Entrants warrant and agree that:

(a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
(b) their Content shall not contain viruses or cause injury or harm to any person or entity;
(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
(d) the Content is the original [artistic/literary] work of the Eligible Entrant that does not infringe the rights of any third party;
(e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
(f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Eligible Entrant agrees to indemnify the Promoter for any breach of the above terms.

27. As a condition of entering this Competition, each Eligible Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

28. The Promoter collects personal information ("PI") in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI in accordance with the Privacy Policy on the on the Promoter's website at www.dell.com/learn/au/en/aucorp1/policies-privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the

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Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the locations, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the Competition, Eligible Entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

29. 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 (a) disqualify any Eligible Entrant; or (b) to cancel, terminate, modify or suspend the Competition as it sees fit, subject to the directions of any regulatory authority. Any entry which is made as a result of tampering with the entry process will be invalid and not eligible for selection and/or any prizes.

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