

## Dell EMC President's Circle Program OFFICIAL PROGRAM RULES

**YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PROGRAM IS STRICTLY VOLUNTARY AND IS NOT REQUIRED BY DELL EMC.**

- 1. Eligibility: Dell EMC President's Circle** (the "Program") is open to Dell EMC Partner Program Distributors, Solutions Providers, OEM Partners, Systems Integrator Partners, Strategic Outsourcer Partners, Industries Partners, or Cloud Service Provider Partners (each a "Partner") participating in the Dell EMC Partner Program provided that Partner;
  - a. is a Dell EMC Partner Program Authorized, Gold, Platinum or Titanium Partner in good standing prior to the start of the Program Period and must not be subject to disciplinary actions (past or current), or found in breach of terms, or subject to other compliance concerns, are not eligible.
  - b. meets Dell EMC fiscal year 2019 ("FY19")<sup>1</sup> Partner tier compliance requirements in both revenue and training requirements.
  - c. maintains a current registration profile including yearly updates and prompt notification to Dell EMC in writing of any change that may affect Partner's participation.

The following Dell EMC President's Circle Official Program Rules ("Program Rules") apply to Partner's participation in the Program. *The Program Rules are supplemental and subject to the Dell EMC Partner Program Agreement, the Dell EMC Partner Incentive Terms and Conditions, together with any attachments thereto (collectively this "Agreement")* Employees of Dell EMC, 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. The Program is subject to all applicable country, federal, state, provincial and local laws and regulations and is void where prohibited. The President's Circle Contest is not available in all countries, please check with your legal counsel or designated Ethics Officer with questions about your ability to participate in this program. Dell EMC reserves the right to exclude any Partner or specific country at any time in its sole discretion.

- 2. Sponsor:** Dell Marketing, L.P. One Dell Way, Round Rock, TX 78682.
- 3. Agreement to Official Rules:** Participation in this Program constitutes Partner's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Program. Winning a Trip is contingent upon fulfilling all requirements set forth herein.
- 4. Timing:** The Program begins on September 21, 2018 at 12:00 a.m. ("CT") and ends on February 1, 2019 at 11:59 p.m. CT (the "Program Period").
- 5. Program Description:** One Partner representative (hereafter "Trip Recipient") at each selected Partner will receive a trip for Trip Recipient and one (1) Guest ("Guest") to South Africa for a one (1) night stay at Four Seasons Westcliff in Johannesburg, South Africa and a three (3) night stay in Sabi Sand Private Game Reserve South Africa for the President's Circle Summit at the (ARV US \$19,000.00 USD per person) ("Trip"), provided that Partner meets the Eligibility requirements in Section 1 and the following criteria.
  - a. Partner must meet or exceed the minimum revenue and growth thresholds in Table 1 below. Thresholds are calculated based on the weighted average of Partner's FY19 performance and varies by Partner Type set forth in Table 1 below.

Only the top forty-five (45) performing Partners with highest revenue by Partner Type, who have met the minimum Revenue Growth thresholds, will be eligible to be awarded a Trip as follows:

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<sup>1</sup> Dell EMC's FY19 begins on February 3, 2018 and ends on February 1, 2019 of the following year.

- i. Thirty-five (35) Solution Providers/Distributors,
  - ii. Seven (7) Global Alliances, and
  - iii. Three (3) OEM Partners
- b. Sales to consumers; distributors or third party sales agents; any government (including federal, provincial, state or local government) or education end-users; or customers purchasing products or services that will be reimbursed under a federal healthcare program are excluded from any calculations of revenue or incentives under this Program.
- c. Partners who participate in multiple tracks will be independently eligible to win in each track where Partner meets the eligibility requirements. *Trip Recipients may receive one (1) Trip during the Program Period. If Partner earns more than one Trip in different tracks the Trip must be awarded to two unique Trip Recipients.*

<b>Table 1</b> <b>Minimum Revenue</b> <b>and</b> <b>Growth Goals</b> <i>(Growth Goals are calculated as a weighted average of the total revenue number.)</i>			
Category	Solution Provider/Distributor	Global Alliances*	OEM*
FY19 Minimum Qualifying Revenue	\$250,000 Storage Revenue	N/A	\$250,000 Storage Revenue
FY19 Total Revenue	N/A	40%	N/A
FY19 Y/Y Total Revenue Growth	30%	40%	30%
FY19 Y/Y Storage Revenue	50%	20%	50%
FY19 Y/Y Services Revenue	20%	N/A	20%

*\*For Global Alliances, there will be seven (7) 'Partner of the Year' recipients for the following categories: Global Alliances Partner of the Year, Americas Systems Integrator/Strategic Outsourcer Partner of the Year, Americas Cloud Service Provider/Telco Partner of the Year, EMEA Systems Integrator/Strategic Outsourcer Partner of the Year, EMEA Cloud Service Provider/Telco Partner of the Year, APJ Systems Integrator/Strategic, Outsourcer Partner of the Year, APJ Cloud Service Provider/Telco Partner of the Year. A Global Alliances partner may only win once. Decisions will be made on closest point differential by category, if needed, and will be approved at the discretion of an Executive Leadership Governance Panel.*

*\*\*For OEM, there will be three (3) awarded partners total: Americas (1); EMEA (1); and APJ (1).*

- a. Only forty-five (45) Trips will be awarded and in no event shall the total number of Trips awarded exceed forty-five (45).
- b. Travel will be arranged by Dell Marketing L.P. ("Sponsor") through Sponsor's travel coordinator Maritz Travel ("Travel Coordinator") with offices at: 1395 North Highway Dr.; Fenton MO, 63099.
- c. Except where prohibited, the Trip includes:
- Airfare,
  - Lodging,
  - Transfers from and to destination airport,
  - Food costs with the travel group,
  - Entertainment costs with the travel group, and
  - Breakout training sessions
- d. No monetary award will be given in lieu of the Trip.

- 6. Travel Requirements:** Trip Recipients and Guests must be at least twenty-one (21) years of age or older. Recipients of the Trip and their Guests must be able to travel on the dates specified by Sponsor. The Trip Recipient and their Guest must have valid proof of identification to travel, as required by the country of residence of the Trip Recipient and Guest, as well as, the destination country.
- a. To be eligible to travel, all information and details to purchase travel must be given to Sponsor's Travel Coordinator within seven (7) business days after notification. If this information is not provided to the Travel Coordinator by this date, the Partner will forfeit the Trip to the next eligible Partner with the next highest revenue. All country, federal, state and local laws and regulations apply.
  - b. All expenses not specifically mentioned above are not included and are solely the Trip Recipients' and their Guests' responsibility including, but not limited to: round trip transportation between the Trip Recipients' and their Guests' residence and departure and return airport, alcoholic and non-alcoholic beverages and meals outside the Dell planned activities, incidentals, gratuities, incidental and personal expenses, laundry service, merchandise, mini-bar, parking, room service, service charges, souvenirs, telephone calls, cellular telephone surcharges due to usage on the Trip, any unspecified state or local taxes or government surcharges or fees, service charges, facility fees, security fees, passenger tariffs or duties, and all other expenses incidental to the acceptance, participation in and enjoyment of the Trip.
  - c. Travel is subject to the restrictions and conditions set forth in these Official Rules. The Trip must be completed with the group of Trip Recipients and their Guests during the period specified by Sponsor. All Trip related travel arrangements will be administered by Sponsor's Travel Coordinator. Trip is subject to capacity controls, availability, blackout dates and certain other restrictions, all of which are subject to change. Each Trip Recipient and his/her Guest will be required to travel on identical itineraries including same departure date and time and return date and time. Trip Recipients and Guests are responsible for obtaining any necessary travel documents (i.e., valid, government-issued photo identification, appropriate other related documents required for travel). If a Trip Recipient elects to travel or partake in the Trip without a Guest, no additional compensation will be awarded to the Trip Recipient. Air transportation and hotel accommodations must be taken together and cannot be taken separately. No changes will be made to the travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion. All airline-issued airline tickets issued in conjunction with the Trip are not eligible for upgrades, frequent flyer miles or any other promotional benefit. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Trip Recipient's possession or in the possession of the Trip Recipient's Guest. Travel must be round-trip. Sponsor will determine flight itinerary in its sole discretion. Any unclaimed and/or unused Trip package or element thereof will be forfeited by Trip Recipient and will remain the property of Sponsor. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by Sponsor's Travel Coordinator, as detailed in the passenger ticket contract issued by such supplier.
  - d. The right to receive a Trip is non-assignable, non-transferable and no award substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute an award of equal or greater value in case of unavailability of Trip or force majeure.
- 7. Trip Fulfillment and Releases:** Potential recipients will be notified within Seven (7) business days after the end of the Program Period if he/she has been selected to receive a Trip. All potential recipients are required to return to Sponsor an AFFIDAVIT OF ELIGIBILITY and LIABILITY RELEASE (Attached hereto as Exhibit A), Counsel/Designated Executive/Ethics Officer Approval Form (Exhibit B), and their Guests may be required to return to Sponsor a LIABILITY AND PUBLICITY RELEASE FOR TRAVEL COMPANION (Attached hereto as Exhibit C) and any applicable Tax Forms within seven (7) business days of notice of receiving a Trip.
- a. **Permissible Acceptance.** If Partner, Trip Recipient, or Guest are not permitted to participate in this Program under the laws, regulations or employer policy applicable to them, they should not participate. This Program is being offered only to the extent a Partner, Trip Recipient, or Guest is permitted under the laws, regulations and policies applicable to them. The approximate value of this Program has been provided to Partner in writing and Partner is aware that it is under no obligation to confer any business advantage on Dell as a participant in this Program. It is the obligation of each Trip Recipient and Guest to obtain authorization from their employer's legal or ethics department that they are permitted to participate in the Program and, if applicable, accept the Trip.

Potential Trip Recipients or Guests who are Public Officials, currently holding a political office, or are otherwise employed by or affiliated with State Owned Enterprises (SOE)s' and/or a Government/Publicly funded/owned or controlled Partner, or a Politically Exposed Person (PEP). (*Generally, officials, either current or former, affiliated with foreign political parties; individuals associated with corporations owned or operated by a foreign government; or their family members or others with whom they are personally or professionally close*) are not eligible to participate in the Program or receive a Trip. By participating in this Program Trip Recipients and Guests disclose their affiliation with and provide consent to allow Dell EMC or Dell EMC's authorized vendor to verify Trip Recipient or Guest's employment or affiliation with any of the aforementioned entities. Any data collected by Dell EMC will be subject to the Dell EMC Privacy Policy set forth in Section 13 below.

- b. Compliance with the law.** Partner represents and warrants that it understands and agrees to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other anti-bribery laws in countries in which this Program is being offered (collectively, the "Anticorruption Laws"). Partner represents that this Program and the Trip are not being given by Dell, and will not be used by Partner, Trip Recipient or Guest, directly or indirectly, as an attempt to influence any act or decision of Partner, Trip Recipient or Guest in connection with obtaining, retaining, or directing business or securing any improper business advantage on behalf of Dell.
- 8. Release:** By entering, Partners agree to release and hold harmless the Sponsor, Dell Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Trip 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 Program or receipt or use or misuse of the Trip.
- 9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the recipients from among all non-suspect, eligible Entries received up to time of the Program end date 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 Program 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 Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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.
- 10. Taxes:** All applicable taxes (including, but not limited to, Value Added Tax and Withholding Taxes) on incentives or awards are the sole responsibility of the Trip Recipients and their Guests. In certain circumstances, Dell EMC may elect to pay applicable taxes on the amount of Incentives. Partner may be required to provide relevant tax information to Dell EMC for tax reporting purposes. Failure to provide requested tax information, where applicable, to Dell EMC within thirty (7) days after Dell EMC's request may result in forfeiture by Partner of any incentives or awards.
- 11. Limitations of Liability:** Released Parties shall not be responsible or liable for sales calculations that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Rules, and all such sales numbers will be disqualified. Released Parties are also not responsible for: (1) any incorrect or inaccurate information, whether caused by Trip Recipient, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Program; (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 Program; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Program, the uploading, the processing or judging of Entries, the announcement of the Trips or in any Program-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 Trip Recipient or Guest's participation in the Program or receipt or use or misuse of any Trip (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Entries 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. **ALL RECIPIENTS AND THEIR GUESTS ACKNOWLEDGE THAT AWARDS ARE AWARDED AS-IS. DELL MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT**

**TO APPLICABLE LAWS OR NONINFRINGEMENT AS REGARDS TO THE AWARDS OR ANY COMPONENTS OF THE AWARDS. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.**

- 12. Disputes:** Except where prohibited, Partners agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Program or any Trip 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, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Program, 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. Personal Information:** Information collected from Trip Recipient and/or his/her Guest is subject to Sponsor's Privacy Statement found at [www.dell.com/privacy](http://www.dell.com/privacy).
- 14. Recipients List:** For a recipients list, <https://presidentscircleleaderboard.com/>. The recipient list will be posted after recipient confirmation is complete.

# EXHIBIT A

## AFFIDAVIT OF ELIGIBILITY AND LIABILITY RELEASE

I, \_\_\_\_\_ being duly sworn, say: I am \_\_\_\_ years of age.

I reside at:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Country of Residence)

I am submitting this Affidavit to Dell Marketing, L.P. ("Sponsor") with the understanding that it will be relied upon to determine whether I am entitled to receive the Trip for which my entry has been selected in the Dell EMC President's Circle Program. Sponsor will be providing the following Trip: an all-expense paid trip to Johannesburg, South Africa / Sabi Sand Private Game Reserve. The Approximate Retail Value of this Trip is \$18,000.00 per person, but value is subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace.

I represent that I have complied with all the rules and regulations of this promotion, that I am eligible to participate in the promotion as set forth in the Official Rules, and that I have perpetrated no fraud or deception in entering or in claiming my Trip.

I acknowledge that my receipt of this Trip is not contingent upon my agreement to purchase any products or services from Dell. I represent that my receipt of this Trip complies in all respects with applicable laws, regulations, codes of conduct, or gift policies. I agree that I am solely responsible for reporting the value of this Trip to any agency, compliance office, or other oversight body to the extent such report is required. I further represent that neither I nor any member of my immediate family is an employee of the Sponsor, or its respective affiliates, subsidiaries or advertising agencies or of any entity specifically excluded in the Official Rules.

Additionally, I represent that I am neither a Politically Exposed Person, Public Official, currently holding a political office, nor am I otherwise affiliated with State Owned Enterprises (SOE)s' and/or a Government/Publicly funded/owned or controlled Partner or an employee. I hereby provide my consent to allow Dell EMC or Dell EMC's authorized vendor to verify my employment or affiliation with any of the aforementioned entities.<sup>2</sup> I agree to return to the Sponsor any Trip which may be awarded to me if any statement made by me in this Affidavit is false.

I agree and hold the Sponsor, together with its affiliates, subsidiaries or advertising or promotions agencies and their respective directors, officers, employees, licensees and assigns harmless against all and any liability for personal injury, property damage, death, illness or accident resulting from my winning, acceptance of or use of the Trip I received in connection with this promotion, except as otherwise provided in any limited warranty or service agreement provided with the Trip. I understand that Sponsor will not obtain insurance on my behalf, and I am fully responsible for obtaining my own insurance, should I desire it.

**SIGNATURE PAGE FOLLOWS**

<sup>2</sup> **Personal Information:** Information collected about you is subject to Dell EMC's Privacy Statement found at [www.dell.com/privacy](http://www.dell.com/privacy).

Home Phone #: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature)

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, (Insert Year).

\_\_\_\_\_  
Notary Public (seal)

## EXHIBIT B

### Counsel/Designated Executive/Ethics Officer Approval Form Invitation to Attend

From time-to-time, Dell EMC invites customers to participate in Dell EMC sponsored events. These events are a valuable opportunity for customers to learn about Dell EMC's products, services, and solutions.

You have been invited to attend the Dell EMC President's Circle Event at the Sabi Sand Private Game Reserve located in South Africa on September 12-16, 2019. Due to the strict regulations regarding compliance and anti-corruption, we require this statement of eligibility to attend the event signed by your Legal Counsel or the designated Executive/Ethics Officer.

*List all items of value being provided together with the cost for each item (see example below) including, but not limited to, event admission/registration, meals, alcoholic beverages/cocktails, product samples, etc. Taxes and service fees should not be included, or should be called out as separate line items.*

Hotel Lodging – <i>(Taxes and fees not included)</i> Hotel name Address City, State Zip	<i>Dates and/or # of nights</i>	\$XX/night
Attendance/Registration (ticket value, greens fees, registration fee, etc.)		\$XX
(Continental, sit-down, full, etc.) breakfast	<i>Dates or # of meals</i>	\$XX
(Box, Deli, etc.) lunch	<i>Dates or # of meals</i>	\$XX
Dinner (restaurant?)	<i>Dates or # of meals</i>	\$XX
Transportation <i>(to/from airport, dinner venues etc.)</i>		\$XX
Any welcome/thank you gifts to attendees must to be broken out into individual line items with values for each		\$XX
<Gift>		\$XX
<Gift>		\$XX

The total estimated fair market value of this event is \$18,000.00

*Trip Recipients or Guests who are Politically Exposed Persons (PEPs), Public Officials, currently holding a political office, or are otherwise employed by or affiliated with State Owned Enterprises (SOE)s' and/or a Government/Publicly funded/owned or controlled Partner are not eligible to participate in the Program or receive a Trip.*

In order to help ensure that acceptance of this invitation does not violate your organization's ethics policies, we request that you confirm with your organization's designated executive or ethics counsel that attendance is permissible.

- Fax a copy to <enter fax no.>, ATTN: \_\_\_\_\_.
- E-mail a copy to name@dell.com.
- If you have any questions or concerns regarding this form, please feel free to send an e-mail message to name@dell.com. Thank you for your timely attention to this matter.

#### Counsel/Designated Executive/ Ethics Officer Approval

Attendee Name(s): \_\_\_\_\_

Organization Name: \_\_\_\_\_



**Exhibit C**  
**LIABILITY AND PUBLICITY RELEASE FOR TRAVEL COMPANION**

I, \_\_\_\_\_, hereby state:

1. A potential Trip Recipient in the Dell EMC President's Circle Program has asked me to be his/her travel companion for the Trip to Johannesburg, South Africa / Sabi Sand Private Game Reserve on September 12-16, 2019].
2. I understand that I am responsible for any taxes, costs, and expenses not specifically described as being part of the Trip in the Official Rules.
3. I agree to release and hold harmless Dell Inc. or Dell Marketing L.P., its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of my participation in the Sweepstakes or receipt or use of any Trip.
4. I grant to Dell Inc. and Dell Marketing L.P. the absolute right and permission in perpetuity to use my name, address, likeness, voice, and opinions in any and all advertising and promotional materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, without notice to me and without further compensation. I understand that I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of my name, address, likeness, voice, or opinions.
5. Additionally, I represent that I am neither a Politically Exposed Person (PEP), Public Official, currently holding a political office, nor am I otherwise affiliated with State Owned Enterprises (SOE)s' and/or a Government/Publicly funded/owned or controlled Partner or an employees. I hereby provide my consent to allow Dell EMC or Dell EMC's authorized vendor to verify my employment or affiliation with any of the aforementioned entities.<sup>3</sup>
6. I understand and agree that this is a complete release and discharge of all claims and rights I may have against the Released Parties and that no action will be taken by or on behalf of myself with respect to any such rights. I understand that this release shall be binding upon my heirs, executors, executors, successors, and assigns.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

<sup>3</sup> **Personal Information:** Information collected about you is subject to Dell EMC's Privacy Statement found at [www.dell.com/privacy](http://www.dell.com/privacy).