

OFFICIAL RULES
DELL Small But Mighty Contest

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE OR LEGAL AGE OF MAJORITY IN THEIR STATE OF RESIDENCE ON DATE OF ENTRY, WHO OWN AND OPERATE AN INDEPENDENT (NON-FRANCHISED) BUSINESS SATISFYING THE ELIGIBILITY REQUIREMENTS AS STATED BELOW.

1. Contest Dates: The Dell “Small But Mighty” Contest (“Contest”) begins October 1, 2018 at 3:00 PM Eastern Time (“ET”), and ends November 14, 2018 at 11:59:59 PM ET (“Contest Period”). During the Contest Period there are a series of events which start and end on or about the dates and times noted below:

EVENTS	Events START at 12:00:00 AM ET	Events END at 11:59:59 PM ET
ENTRY SUBMISSION PERIOD	October 1, 2018	November 14, 2018
PRELIMINARY JUDGING TO DETERMINE TOP 50 ENTRIES (judging will be conducted throughout submission period)	October 1, 2018	November 14, 2018
SPONSOR JUDGING TO DETERMINE TOP 5 ENTRIES	November 15, 2018	November 16, 2018
FINALIST NOTIFICATION & CLEARANCE	November 16, 2018	November 20, 2018
WINNERS ANNOUNCED	November 24, 2018	

All dates are Eastern Time unless noted otherwise.

2. Contest Entities: Sponsor: Dell Inc., 1 Dell Way, Round Rock, Texas 78682 ("Sponsor"). Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, New York 11791 ("Administrator"). Sponsor and Administrator are collectively referred to as the "Contest Entities".

3. Eligibility: Contest is open only to persons who, as of date of entry, are legal residents of one of the fifty (50) United States or the District of Columbia and are at least eighteen (18) years or older (or the age of majority in their state of residence if greater than eighteen (18), whichever age is older) and own an independent, non-franchised, business registered to conduct business in at least one (1) of the fifty (50) United States or the District of Columbia and employ a maximum of ninety-nine (99) full or part-time employees. The eligible entrant’s primary business location must maintain the eligible location status, throughout the duration of the Contest Period. This Contest is void where prohibited by law.

Employees, officers, directors, shareholders, franchisees, franchisees’ employees, and the immediate family members of the Contest Entities and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, or affiliate of any of the foregoing are not eligible to enter this Contest. For purposes of this Contest, "immediate family members" means parents, spouses, children, siblings, in-laws, grandmothers, or grandfathers.

4. How to Enter: To enter the Contest, go to inc.com/dell/smallbutmighty (the "Contest Website") during the Entry Submission Period and:

1) Complete and submit the entry form by providing all requested information, including but not limited to; name, email, company name, company url, phone number, job title and business size (# of employees); entry forms must be complete to be eligible;

2) Submit an original written essay ("Essay"), maximum 200 words, explaining: Tell us your story of perseverance, creativity and drive in facing and overcoming adversity – how did you turn a challenge into an opportunity? What role did technology play in your journey? How have the right partnerships helped you to grow your business? Entries must be written in English language only. Limit of one (1) Entry per Eligible Entrant Name/Email address. "Entry ", as that term is used herein, shall mean an entry submitted in accordance with these Official Rules and includes the Contest entry form and information provided by Entrants to Sponsor and/or Administrator in connection with this Contest.

Entries may only be submitted online at the Contest Website. At the time of entry, Entrants will have the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in and opting in will not increase your chances of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services. Any information collected from the Contest shall be used only in a manner consistent with the consent given by the Entrant at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at <https://www.dell.com/learn/us/en/vn/policies-privacy>.

An Entry may only be submitted by a single individual. Group entries will not be accepted (e.g., although different individuals might have taken part in the creation of an Entry, only one individual may be considered to have created and submitted the Entry). By entering the Contest, each Entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions necessary to submit and use the entry and all related information in accordance with these official rules from each person who is named, referenced or described in or helped to create the Entry.

By entering, each Entrant represents and warrants that his or her Entry, and all elements thereof satisfy all requirements of these Official Rules, and without limitation, represents and warrants that the Entry in this Contest:

- (i) is the original work of the Entrant;
- (ii) has not previously been published or won an award or prize of any kind;
- (iii) does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;
- (iv) is not subject to any third party agreements, and that the Contest Entities will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition, or exploitation of the idea, Entry, or elements therein;
- (v) does not contain any content that is likely to be considered offensive by the Contest Entities or could adversely affect the name, reputation, or goodwill of the Contest Entities;
- (vi) does not refer to, or mention any competing brands of the Contest Entities;
- (vii) does not contain obscene, offensive, lewd, inappropriate, or violent suggestions/language that is not keeping with Sponsor's image.

By entering this Contest, Winners agree to grant the Sponsor, its parents, subsidiaries, and affiliates and their agents and designees, the exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights Entrant has in the Entry, and also the right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, adapt, publish, exploit, and use the content of and elements embodied in the Entry, in any media now known or hereafter devised (including without limitation, the Internet), for advertising and promotional purposes without additional

compensation, except where prohibited by law. Each Entrant hereby represents and warrants that he/she is the original author/creator of his/her Entry and the Entry will not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Sponsor's use of information submitted to Sponsor in connection with this Contest will be subject to the terms and conditions of these Official Rules. Entries must be received by 11:59:59 PM ET on November 14, 2018 in order to be eligible. The Sponsor's decisions are final on all matters relating to this Contest. If Sponsor and/or Administrator determine in their sole discretion that an Entrant has breached any representation or warranty or any other requirement described in these Official Rules, the entry will be disqualified.

5. Weekly Featured Entry: Each week during the promotion period a random entry will be posted at inc.com/dell. Prior to posting, Entrant will be notified via email by Contest Administrator and will be required to complete a mini-affidavit acknowledging that appearance of their entry as a featured weekly entry does not indicate they have been identified as a Finalist and they will not be compensated for the post of their entry on social media. If Entrant does not respond to email request or does not return the required mini-affidavit in the required time frame communicated on the notification, an alternate Entrant will be contacted, time permitting.

6. Judging to Determine Top Fifty (50) Finalists: After the conclusion of the Submission Period, all eligible Entries received at the Contest Website will be judged by a panel of judges assembled by the Administrator ("Panel"). The Panel will score (the "Panel Score") each eligible Entry based on the following judging criteria ("Judging Criteria"):

- **Original and well-articulated, creative essay** – how did the entrant respond to the questions: Tell us your story of perseverance, creativity and drive in facing and overcoming adversity – how did you turn a challenge into an opportunity? What role did technology play in your journey? How have the right partnerships helped you to grow your business? The judges will score each entry based on originality, does the response clearly and creatively express the author's point of view? **(maximum 80 points)**
- **Creativity/uniqueness** – does the essay bring the entrant's response to life? **(maximum 20 points)**

Based on the Panel Scores, the fifty (50) highest scoring Entrants will be deemed Finalists, subject to verification of eligibility and compliance with these Official Rules.

In the event of a tie, all tied entries will be re-scored by an additional judge selected by Sponsor, who, using the Judging Criteria published in these Official Rules, will break the tie. The judges' decisions are final and binding in all matters relating to this Contest. Sponsor reserves the right to select fewer than fifty (50) Potential Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Top 50 Finalist list will not be made available to the general public.

7. Judging to Determine Top Five (5) Winners: At the conclusion of the Finalist Period, all Finalists will be judged by a panel of judges assembled by the Sponsor ("Sponsor Panel"). The Panel will score (the "Panel Score") each eligible Entry based on the following judging criteria ("Judging Criteria"):

- **Original and well-articulated, creative essay** – how did the entrant respond to the questions: Tell us your story of perseverance, creativity and drive in facing and overcoming adversity – how did you turn a challenge into an opportunity? What role did technology play in your journey? The judges will score each entry based on originality, does the response clearly and creatively express the author's point of view? **(maximum 80 points)**
- **Creativity/uniqueness** – does the essay bring the entrant's response to life? **(maximum 20 points)**

Based on the Panel Scores, the five (5) highest scoring Entrants will be deemed Winners, subject to verification of eligibility and compliance with these Official Rules.

In the event of a tie, all tied entries will be re-scored by an additional judge selected by Sponsor, who, using the Judging Criteria published in these Official Rules, will break the tie. The judges' decisions are final and binding in all matters relating to this Contest. All entries are subject for verification of eligibility and compliance with these

Official Rules. Sponsor reserves the right to select fewer than five (5) Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

Notification of Winners: The potential Winners will be notified by mail, phone, or e-mail on or about November 16, 2018 and will be required to sign (notarize as required) and properly execute the following documents and return them via e-mail or fax (and subsequently by mail per instructions to be provided) to Administrator (Marden-Kane, Inc.) by 3PM ET November 20, 2018: An Affidavit of Eligibility and Publicity Release; and a W9 Tax Form. Note; the "Affidavit of Eligibility and Publicity Release" (where lawful) contains consent to use Winners full name(s), likeness, city of residence, background, stories, and photographs for promotional purposes and without additional compensation. The refusal of such consent will prevent a potential winner from receiving a prize if determined to be a Winner. If any documents sent by any means to the potential Winner are returned as undeliverable or if a potential Winner fails to properly execute and return all documents described herein in the time noted, or if a potential Winner is found not to be eligible or not in compliance with these Official Rules, the potential Winner will be disqualified and, at the sole discretion of the Sponsor, the next highest scoring Entry will move up and be notified, time permitting. Upon receipt and confirmation of all required documentation, the potential Winner will be declared a Winner.

Designation as a Winner is subject to Entrant's proof of compliance with these Official Rules, maintaining compliance with these Official Rules, and approval by Sponsor. Entrants acknowledge that other Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to their Entry, and that they will not be entitled to any compensation or right to negotiate with or receive any compensation from the Contest Entities because of these familiarities or similarities. The Panel's and Sponsor's decisions are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

8. Prize:

Five (5) Prizes will be awarded:

- A Dell Technology Package: (3) XPS 13" laptops and (3) 12-mos McAfee antivirus subscriptions
Average retail value of Prize: \$4,800
Total Prize Value: \$24,000

Winner must accept prize as is. If prize is forfeited, Sponsor will have no further obligation to the Winner and the Finalist with the next greatest number of votes will move up and be notified, time permitting.

All details of Prizes not specified herein shall be determined solely by Sponsor. Prizes are non-transferable; no substitutions or cash equivalents allowed, except at the discretion of the Sponsor in which case a prize of equal or greater value will be awarded. Prize Winner is responsible for the payment of taxes on the prize and for any other costs and expenses associated with the acceptance and use of the prize. All costs and expenses relating to acceptance and use of prize, which are not explicitly listed herein as being awarded, are responsibility of Prize Winner. All details of any prize not specified herein shall be determined solely by Sponsor.

Any difference between the estimated and actual value of any Prize will not be awarded.

9. Limitation of Liability: By participating in the Contest, Entrants agree to abide by the terms of these Official Rules and the decisions of the Contest Entities and release, indemnify, and hold harmless the Contest Entities and each of their parents, affiliates, subsidiaries and their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions, disruption of business, or any liability of any kind resulting from or arising from participation in the Contest or acceptance of the prize that may be awarded.

THE RELEASEES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOST REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT ARISING FROM THE ACCEPTANCE OF THE PRIZE.

Entrants agree that this Contest is governed, interpreted, and enforced by the laws of the State of Texas, without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with this Contest must be brought in a court of competent jurisdiction in the State of Texas. The Contest Entrant and all persons making claim through or on account of the Contest Entrant, hereby agrees to and irrevocably consents to the venue of the applicable state or federal courts sitting in Texas and submits to the jurisdiction of said courts.

Releasees are not responsible for printing or typographical errors in any Contest-related materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, access any website associated with this Contest, or process any transaction thereon. Sponsor reserves the right, in its sole discretion to disqualify any Entry and to modify, terminate, or suspend this Contest should virus, bugs, non-authorized human intervention, action of Entrants, or other causes corrupt or impair the administration, security, fairness, or proper play of the Contest and, if the Contest is modified, terminated, or suspended, select winners from those eligible, non-suspect entries received prior to the event requiring such modification, termination, or suspension. Should the Contest be terminated or modified prior to the stated expiration date, notice will be posted on the Contest Website. Any attempt by an Entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Any attempts by an individual to access any website associated with this Contest via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

10. Binding Arbitration: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Contest. Any controversy or claim arising out of or relating to these Official Rules and/or this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Georgia, in the City of Atlanta, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

11. Acknowledgment by Entrants: EACH ENTRANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE SPONSOR AND PUBLIC VOTING, WARRANTS THAT HE/SHE IS ELIGIBLE TO PARTICIPATE IN THIS CONTEST, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CONTEST ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANTS' BREACH OR ALLEGED BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Winners List: For the name of the Prize Winners available after November 24, 2018, send an email with subject line: Dell "Small But Mighty" Contest to: winnerslist@mardenkane.com. Requests received after December 15, 2018 will not be fulfilled.

13. Sponsor: Sponsor: Dell Inc., 1 Dell Way, Round Rock, Texas 78682

14. Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, New York 11791.

© 2018 Marden-Kane, Inc. All rights reserved. These Official Rules may not be copied, edited, or used for any other purpose, commercial or otherwise, without the express written consent of Marden-Kane, Inc.