DELL RETAIL INNOVATION CHALLENGE

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Dell Retail Innovation Challenge (the "Contest") is open to select United States startup companies with business-to-business technology focus and compelling enterprise business solutions that are ready to go live in the market and would benefit from a funded pilot and professional marketing guidance. Entrants must be legally organized business entities less than four years old who are solvent and in good standing in their state of organization. Individuals who enter this Contest do so on behalf of their employers. Key areas of interest for those entering the Contest may include , but are not limited to, shopper marketing solutions/tools, in retail solutions/tools, digital shopping solutions/tools, beacon/NFC solutions/tools, and omni-channel solutions/tools. Technologies can be a combination of hardware and software. Employees of Dell Marketing, L.P., Dell, Inc., 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. Employees of FITCH, Inc. and Evol8tion, LLC., are not eligible. Government employees including all federal, state, county, city or municipal government employees, state funded universities and colleges, all types of public officials including elected officials, private individual or firms where the Government has outsourced Government functions, and K-12 employees are not eligible. Employees of the City of New York are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. By entering, you agree that any data you may provide will be sent to, and stored in, the United States.

If the potential winner is an employee of a healthcare provider, prior to awarding any prizes he/she will be required to certify that acceptance of the prize is permitted in accordance with applicable law and ethics policies of his/her employer.

2. Sponsor: Dell Marketing, L.P., One Dell Way, Round Rock, TX 78682.

3. Agreement to Official Rules: Participation in this Contest 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 this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on August 31, 2016 at 12:00 p.m. CT and submissions close on September 18, 2016 at 11:59 p.m. CT (the "Submission Period") and consists of the following phases ("Phases"):

Phase	Start Date 12:00 p.m.CT	End Date 11:59 p.m.
Submission Period	08/31/2016	09/18/2016
Evaluation and Twelve (12) Finalist Selection	09/19/2016	09/28/2016
Finalists Notified	09/29/2016	
Finalist Pitch Day in Round Rock, Texas	On or about 10/12/2016	On or about 10/12/2016
Evaluation and Winner Selection	10/12/2016	10/27/2016
Communication to the Winners	10/28/2016	10/28/2016

Sponsor, in its sole discretion reserves the right to alter the duration of any phase of the Contest for any reason. Any such alteration will be communicated via the http://events.dell.com/event/dell-retail-innovation-challenge website.

Sponsor's computer is the official time-keeping device for the Contest.

5. Prizes: Up to four (4) winner(s) (the "Winners") will each receive $15,000 cash (the "Prize") towards the development of a live pilot of their winning technology solution ("Pilot") in conjunction with Dell Retail Marketing, which will be showcased at the Dell@Retail event March 6-8, 2017 in Austin, Texas. The Prize is non-transferable. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Any portion of the Prize not spent developing an eligible Pilot (as detailed in Section 13 below), must be refunded to Dell. Prizes will be paid by check within 60 (sixty) days after the winners are notified on or about October 28, 2016. Winners are responsible for advancing any expenses that may be required to develop the Pilot prior to Prize payout. Please see Section 13 for more Pilot terms and conditions.

6. How to Enter: During the Submission Period, the business entity representative (the person or team that will be registering and submitting the retail innovative solution on behalf of his/her company) should visit http://events.dell.com/event/dell-retail-innovation-challenge and follow the links and instructions to complete the online registration form, including a valid business address. P.O. Boxes are not permitted. Then, follow the directions to submit your entry (the "Submission" or the "Entry"). Entrants must follow all submission guidelines detailed in Section 8 below.

Submission Scores will be calculated as follows:

- VISION & ROADMAP (20% of total score): How solid is the startup's vision, roadmap and growth strategy? How strong is their overall package in terms of team background, funding, and technology? How likely are they to succeed in their mission? Does the startup have the potential to scale globally?

- RELEVANCE (40% of total score): Does the startup's technology solve a priority Dell/retailer/shopper marketing challenge (in-store or online)? Is the startup solving a great market inefficiency or consumer problem or is it a "nice-to-have"?

- DESIGN & FUNCTIONALITY (20% of total score): Based on what you can see in their pitch deck, does the startup have a reliable, intuitive and well-designed user interface? Is it something your brand would want to associate with?

- ORIGINALITY (20% of total score): How original is the company concept, mission and technology? Is the startup a first of its kind in the market or are there many other startups out there doing the same thing? If there are other startups in the space, do they have a unique approach that differentiates them? Does the startup have any technology patents?

Based on the highest total scores from the criteria above, sponsors will select up to twelve (12) Finalists to participate in the "Pitch Day" in Austin, TX on or around October 12th, 2016. In the event of a tie, the entrant whose Submission received the higher score in the Vision & Roadmap criterion, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. PITCH DAY AND WINNER SELECTION: Pitch Day presents a unique and invaluable opportunity for startups to receive candid feedback directly from a panel of esteemed judges. The goal of the event is to showcase innovation and provide visibility to companies that are ready to go live in the market and would benefit from a funded pilot and professional marketing guidance. Up to twelve (12) Finalists will be selected to attend Pitch Day and present to a panel of judges. Judges will be asked to provide feedback and ask questions after each presentation and select up to four (4) Winners at the end.

Finalists will offered coaching by a Dell marketer and/or a third party partner to prepare their Pitch Day materials. Up to two (2) representatives from each Finalist will be asked to deliver a presentation in either PDF or PPT format that is no longer than 20 slides and 20 minutes (including questions and answers). Finalists should be prepared to spend the entire business day (9am – 5pm CST) at the Pitch Day Event. The panel of judges for Pitch Day will consists of 6-10 judges Dell employees and/or third party partners selected by Sponsor in its sole discretion

After the conclusion of the Pitch Day, the judges will select up to four (4) Winners from among the Finalists, based on an application of the following criteria ("Judging Criteria"):

- Originality: How original is the startup's concept and technology? (20%)
- Relevance: How relevant would a pilot test with this startup be to solving your business challenges? (20%)
- Vision, Roadmap & Scalability: How successful do you believe this startup will be long term? How likely is it that this startup solution will scale within Dell? (20%)
- Team Chemistry: Do you want to work with this team? (20%)
- Viability: How likely is it that you would be able to launch a pilot program in market in 90 days with this startup? (20%)

In the event of a tie, the Finalist whose Submission received the higher score in the Viability criterion, as determined by the qualified judges in their sole discretion, will be deemed the Winner. Sponsor reserves the right to select fewer than four (4) Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

8. Submission Guidelines: By providing your Submission to the Sponsor, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor may disqualify you from the Contest if it believes, in its sole discretion that your Submission fails to conform to the Guidelines and Restrictions.

- Submission must be in PDF format, 20 slides or less and up to 10MB in size;
- Elevator pitch 250 words or less;
- The Submission must be in English;
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- Submit your Submission through the online form at http://events.dell.com/event/dell-retail-innovation-challenge. The Submission should be crafted as if you were pitching to strategic business partners. The entries will be judged by designated representatives of the Sponsors;
- The Submission must be original with you;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Dell Marketing L.P. or any other person or party affiliated with the Contest;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain material, images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that is sexually explicit or suggestive, depicts illegal drug use, alcohol abuse, terrorism, weapons, violence or nudity;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may enter the Contest one (1) time during the Submission Period.

Submissions received from any business, person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals and the entrants' employer mentioned in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. All Entrants must provide and maintain a valid email address for the duration of the Contest. Sponsor is entitled to send any correspondence associated with this Contest by email. Entrants are responsible for making sure that they can be reached by email. If an entrant cannot be reached or fails to timely respond to an email, the Entrant may be disqualified or forfeit a possible prize. No automated entry devices and/or programs permitted. Receipt of Submissions will be acknowledged through the submission process. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic which are beyond Sponsor's reasonable control. Only fully completed Submission forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of eligible or satisfactory entries are received. If Sponsor decides to cancel or modify this Contest in accordance with these Official Rules, it will provide a notice of such cancellation or modification on the Contest website at http://events.dell.com/event/dell-retail-innovation-challenge.

9. YOUR REPRESENTATIONS: By submitting an Entry, you affirmatively represent that you have read and agree to these Official Rules. In addition, by submitting an Entry, you represent that (a) the Entry is original, (b) you are the sole creator of the Entry, (c) the Entry does not infringe the intellectual property rights, including, any patent, copyright, trademark or other proprietary rights of any third party, (d) the Entry has not previously been entered in any other contest or competition, and (e) the Entry has not been previously published in any medium, (f) the Entry does not violate any local, state, national or foreign laws.

10. U.S. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE: If you believe that your work has been copied in any way without your permission, please provide the following information to our agent to receive Notification of Claimed Copyright Infringement identified below. Your notice must contain the following:

- Your electronic or physical signature;
- A description of the work you claim has been infringed;
- Identification of the work you claim infringes the copyrighted work and a description of where it is located on the Dell website;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the infringing use is not authorized by the copyright owner, the copyright owner's agent or by law; and
- A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our agent to receive Notification of Claimed Copyright Infringement can be reached as follows: copyright@dell.com.

11. Rights to Entries: You will retain ownership of your Entry, including all intellectual property rights which may exist in your Entry. Sponsor shall not acquire any right, title or ownership interest to your Entry. However, by submitting an Entry, you grant Sponsor the unconditional and perpetual right, license and consent to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, and exhibit the Entry in any media throughout the world in relation to the Contest, without limitation, and without additional review, compensation, or approval from you or any other party. By submitting an Entry, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor, or any other person, on the grounds that Sponsor's use of your Entry as set forth in these Official Rules infringes any of your rights, including, without limitation, copyrights, patent rights, trademark rights, or moral rights (droit moral). You further acknowledge that Sponsor is in no way obligated to protect any intellectual property rights which may exist in the Entry or to publish or use your Entry in any way, even if it is selected as the winning Entry. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and Sponsor. In no way are you to be construed as the agent or to be acting as the agent of Sponsor. Please note that following the end of this Contest you, your team and your Entry may be publicized as having participated in the Contest, including distribution online or via media or posting on Sponsor's site or a third-party website. Sponsor is not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry. If you do not want to grant these rights to your Entry, you may not enter this Contest. You further understand and acknowledge that Sponsor or other Participants may have developed or commissioned materials similar or identical to your Entry and you/your team waive any claims you may have resulting from any similarities to your Entry. Additionally, you understand that Sponsor cannot control the incoming information you will disclose in the course of entering, or what Sponsor's employees or representatives will remember about your Entry. You also understand that Sponsor will not restrict work assignments of representatives who have had access to your Entry. By entering this Contest, you agree that use of information in Sponsor's representatives' unaided memories in the development or deployment of products or services does not create liability, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor for such use. You further understand that you will not receive any compensation or credit from Sponsor for use of your Entry as provided in these Official Rules, other than what is described in these Official Rules. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the application beyond this Contest or as provided in these Official Rules.

12. Finalist and Winner Requirements: Finalists will be notified by email on or around 09/29/2016. Winners will be notified by email on or around 10/28/2016. Except where prohibited, each Finalist and Winner will be required to sign and return to Sponsor within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability and Publicity Release, regarding virtual or on-site use of Dell facilities or tools, any non-disclosure agreements and/or any valid tax forms as required by law, which must be received by Sponsor within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential Finalist or Winner cannot be contacted, fails to sign and return the Affidavit of Eligibility and Liability and Publicity Release or provide any other requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential Finalist or Winner forfeits the prize. If a potential Finalist or Winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. Only three (3) alternate Winners may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify each Winner's

agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Each Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. By entering, entrant agrees he/she is in compliance with all of his/her employers' rules, policies, and procedures that relate accepting prizes. Each Winner will indemnify Sponsor, Released Parties (as defined below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. Pilot: Winners must use Prize towards the development of a live Pilot of their winning technology solution in conjunction with Dell Retail Marketing, which will be showcased at the Dell@Retail event March 6-8, 2017 in Austin, Texas. Winners are responsible for advancing any expenses that may be required to develop the pilot technology prior to Prize payout. Winners agree to host Dell Retail Marketing representative(s) and/or Dell third party partner(s) ("Pilot Marketing Mentors") on sight at your offices in November 2016 for a multi-day immersion where you will collaborate on the in-market pilot ("Pilot") of a version of the technology described in your Submission at Pitch Day. Pilot Marketing Mentors will provide advice, feedback, and functional support as agreed between the parties; however, making the Pilot functional is solely the responsibility of the Winner. Winners will "host" Pilot Marketing Mentors agreed between the parties, but most likely normal business hours, 9:00-5:00. Winners agree to dedicate the time necessary to develop the Pilot and launch it at the Dell@Retail Event taking place March 6-8, 2017 at ACL Live at the Moody Theater in Austin, Texas. Winners with functional Pilots will have their Pilot technology and companies highlighted at the Dell@Retail Event. The Pilots will be showcased in a 'store in store' environment on the tradeshow floor of the Retail@Dell event. Winners will be expected to be at the Dell@Retail event on the show floor during normal business hours between March 6–8, 2016. At the event, Winners will have the opportunity to showcase and share their winning technology with Dell Executives and representatives of major retailers from around the world. Winners have the ability to provide hand outs and information about their technology to Dell@Retail attendees.

14. Finalists Travel for Pitch Day: Dell will pay for travel up to $1,500 for selected Finalists to attend Pitch Day. Travel includes airfare, hotel accommodations for up to 2 people, 2 nights, meals for 2 days ($75 per day), and transportation to and from airport and Pitch Day venue. The Sponsors reserve the right to offer a comparable prize in the event of a program cancellation, or an event beyond the Sponsors control such as an act of God or other unforeseen circumstances. The Sponsors make no express or implied warranties of any kind with respect to safety, or performance of the prize. Dell reserves the right to coordinate travel arrangements in-house. Finalists agree to coordinate all travel with Dell before booking and agree that unapproved travel expenses will not be reimbursed.

15. Winner(s) Travel to Dell@Retail Event: Dell will pay for travel up to $1,500 for selected Winner(s) to attend Dell@Retail Event taking place March 6-8, 2017 at ACL Live at the Moody Theater in Austin, Texas. Travel includes airfare, hotel accommodations for up to 2 people, 2 nights, meals for 2 days ($75 per day), and transportation to and from airport and Dell@Retail event venue. The Sponsors reserve the right to offer a comparable prize in the event of a program cancellation, or an event beyond the Sponsors control such as an act of God or other unforeseen circumstances. The Sponsors make no express or implied warranties of any kind with respect to safety, or performance of the prize. Dell reserves the right to coordinate travel arrangements in-house. Finalists agree to coordinate all travel with Dell before booking and agree that unapproved travel expenses will not be reimbursed.

16. Release: By entering, entrants agree to release and hold harmless the 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 Contest or receipt or use or misuse of any prize.

17. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure 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 Contest 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 Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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.

18. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-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 entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions 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.

19. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest 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 Contest, 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.

20. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy www.dell.com/privacy.

21. Winner List: For a winner list, visit http://events.dell.com/event/dell-retail-innovation-challenge. The winner list will be posted after winner confirmation is complete.

ABBREVIATED RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Contest ends 10/28/2016. For Official Rules and complete details, visit http://events.dell.com/event/dell-retail-innovation-challenge. Sponsor: Dell Marketing, L.P.