

Dell for Entrepreneurs (DfE)
Terms and Conditions, The Netherlands

The DfE Program (**'The Program'**) entails a competition organized and run by Dell B.V. (**'Dell'**) with the use of partner companies supporting this Program (**'Partners'**), that is governed by these Terms. Participants to the Program, including candidates that wishes to participate the Program, (**'You'**) agree that you have read and understood these Terms. By participating, or soliciting to participate, to the Program you acknowledge to be committed and bound to these Terms.

1. Goal of the Program & Competition

The goal of the Program is to leverage the influence of scale-ups by connecting them to our large network of customers and partners using a competition. By participation to the Program you will therefor collaborate and use all commercially reasonable efforts to participate in communications and social media activities. Subject to clause 6, Dell may provide You with press releases and others sorts of communications for that purpose.

At the heart of the Program You will participate in a competition (**'The Competition'**) where you will be asked to provide information of your company in a pitch (company presentation). Your pitch will be judged by Dell based on your skills and creative input against other participants as further detailed in the Program. Only one representation per Start-Up shall be accepted to enter The Competition.

2. Prizes

The winner of the Competition is selected by Dell in accordance to the Program and by Dell's sole discretion. The winner shall benefit from joint marketing and promotional activities accommodated and paid for by Dell (**'The Prize'**).

The Prize may vary and change by Dell and is described in the Program. The prize;

- Is not transferable;
- Is not monetary (i.e. has no cash alternative or equivalent);

3. Eligibility & Participation

You are eligible to participate to The Program if you are over 18 years of age and represent a Start-Up with a proven track record and a set of existing customers - sole traders, partnerships or businesses. The Start Up should be registered in the Netherlands in the chamber of commerce (KVK) for or not-for-profit basis.

Excluded from the Program are;

- employees from Dell or Dell affiliated companies (including a recent former employee relation);
- immediate relatives of the above;
- any other person or entity professionally connected with this competition.

To enter the Program, you shall meet the following criteria;

- Your Start Up must be operating in The Netherlands and not already be established (other than as a 'start-up') in other geographies;
- Your Start Up must have an established business plan and substantial financial backing in place as set out in that business plan (financing for at least 2 years of business from the moment of application qualifies as substantial financing);
- Your Start Up must have technology at the heart of your business;
- Your Start Up must not be engaged or planning to engage in any business activity which would be contrary to Dell's Code of Conduct **'How we win'**.

- The Dell Code of Code is made available [here](#);
- Your Start-up must have any additional requirements defined in the Program.

Your participation to The Program is;

- strictly voluntary;
- irrespective of an existing commercial/business relation between you and Dell. No purchase of Dell Product or Service is required or necessary;
- free of charge;
- at your own costs except if explicitly stipulated different in the Program.

4. Applying to The Program, Information and (Personal) Data

With your application for the Program You will provide all necessary information (contact details and email addresses) as requested in the application form. With your application your consent is provided to process Your Personal Data by Dell and its partners as required for Dell to run The Program (including the promotional and marketing activities) and in accordance with our Privacy Statement. Our Privacy Statement can be viewed [here](#).

By applying for the Program, you provide Dell, its Partners the right to contact you regarding your application. Dell has the right to make pictures and videos throughout the Program and Competition. Dell, its Partners and Participants will have the right to use and distribute these Dell approved materials for promotional business purposes.

Any information about your application or business information provided by during The Program and Competition may be disclosed by Dell for the Program including The Competition and promotional activities.

Neither Your participation in The Program and The Competition nor the disclosure of any (confidential) information hereunder shall be construed as granting by implication, estoppel or otherwise, any right in or license under any present or future invention, trade secret, trademark, copyright, or patent now or hereafter owned or controlled by You and/or Dell.

5. Evaluation, entry and termination of The Program

The evaluation of your application, including monitoring of these terms during your participation in the Program shall be done by Dell in its sole discretion.

You acknowledge that throughout your participation in The Program you shall act in accordance to the standards described in these terms and in the Dell Code of Conduct. Dell reserves the right to modify, suspend or cancel the Program, or your Participation to the Program, at its own discretion without prior notice and without reimbursement of possible cost or damages.

6. Use of logo/communication

You are not permitted to use any Dell's brand without prior consent of Dell. Any communication about your participation in the Program and results of the competition shall be discussed and agreed with Dell and is subject to prior approval.

You are free to use the materials and communications that are provided by Dell for this specific purpose as described in clause 2, without prior approval.

7. Governing law and jurisdiction

These terms and conditions and any non-contractual obligations shall be interpreted according to Dutch law and the Dutch courts shall have exclusive jurisdiction.

