

DELL MAKE IT YOURS DESIGN STUDIO COMPETITION RULES

1.
 - A. For Malaysia: The promoter of the “DELL MAKE IT YOURS DESIGN STUDIO” competition (**Competition**) is Dell Global Business Center Sdn. Bhd., Plot P27 Bayan Lepas Industrial Zone, Phase IV, 11900 Bayan Lepas, Penang (“**Promoter**”).
 - B. For Singapore: The promoter of the “DELL MAKE IT YOURS DESIGN STUDIO” competition (**Competition**) Dell Global B.V. (Singapore Branch), 2 International Business Park, The Strategy, Tower 2, #01-34, 609930 Singapore (“**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 12:01 am on Tuesday 22nd December 2009 and closes at 11:59pm on Tuesday 19th January 2010 (GMT+8) (Malaysia/Singapore time) (**Competition Period**).

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**):
 - a. you must be a Malaysian or Singaporean resident and
 - b. Employees and their immediate families of eYeka, Dell Global Business Center Sdn. Bhd., and Dell Global B.V (Singapore Branch) and all its subsidiaries and affiliates and agencies associated with this Competition are ineligible to enter and
 - c. You must be over 18 years of age.
6. Participation in the Competition shall constitute the full and unconditional agreement by the participant to the Terms & Conditions as provided herein. The Promoter’s decisions shall be final and binding in all matters related to the Competition. Winning the prize is contingent upon fulfilling all requirements as set forth herein.

Entering the Competition

7. Entry into the Competition must be undertaken during the Competition Period as follows:
8. Register for the Competition on the eYeka Asia platform (<http://en.eyeka.asia/>) and then participate in the Dell Make it Yours Design Studio Contest:
 - a. A participant can submit one or more entries to the Competition. eYeka must receive all submissions via the eYeka Asia platform (<http://en.eyeka.asia/>) by 11:59pm on Tuesday 22nd January 2010 (GMT+8) (Malaysia and Singapore time). The decision of the Promoter on when a submission is received is final.
 - b. All moderated entries will be passed on to the Promoter for entry in the main competition on the DELL Microsite.
9. The entry/content should be an original creation of the participant and the participant should have the exclusive rights to distribute the same. The entry/content should not breach/violate any type of intellectual property rights of any other party.
10. Participation in the Contest is subject to having first created a user account on the eYeka website. When the personal account is created, the user consents to eYeka website’s Site Usage Agreement and adds the information requested: full name, address, telephone number, and valid e-mail address. This information should be current and allow the Company to identify the winner quickly and correctly.
11. The employees of the Company and of eYeka, as well as their relatives (parents, children, and spouse) cannot participate in the Contest.

12. The number of designs submitted to the Contest shall not be limited.
13. To participate, the contestants must:
 - Remotely transfer/upload their works to the eYeka Website from their personal web page,
 - Select the work to be submitted,
 - On the page view, click on "Submit to a Group",
 - Select the group "**DELL Make It Yours Design Studio Call for Entries**".
14. The participant agrees and undertakes to indemnify and keep eYeka and all its affiliates and subsidiaries indemnified against any costs, losses, claims, damages and/or injuries that may arise from any third party with respect to the intellectual property rights regarding the entries/ content submitted by the participant.
15. eYeka will review the entry/content before posting it on the eYeka website. On approval from the Promoter, the content will be posted on the DELL microsite. eYeka and the Promoter reserves the right to approve or reject any entry/content without giving any reasons for the same and the Promoter's decision will be final and binding. The participant also agrees to allow the Promoter to use the contest entry/content for promotion of this Competition in any form.
16. Use of any automated system (like bots, software applications which create dummy entries without any human involvement) or any unfair means to vote or participate is prohibited and will result in disqualification.
17. In the event of a dispute as to any registration, the authorized account holder of the email address used to register in the Competition will be deemed to be the participant. 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. The potential winner may be required to show proof of being the authorized account holder.

Prizes

18. Prizes will be awarded based on the following categories:
 - A. Best Entry as selected by Promoter
 - a. For Malaysia:
 - i. One (1) Dell™ Studio 15 Laptop featuring the winning Eligible Entrant's own original design, with Intel® Core™ 2 Duo Processor P8700, Genuine Windows Seven Home Premium Operating System, 4GB DDR2 SDRAM and 320GB Hard Drive (with 1 Year Limited Hardware Warranty, In-Home Service after Remote Diagnosis) and Dell OnSite support in your home, and (2) five thousand ringgit (RM5,000) cash voucher from a leading departmental store. The approximate retail value of the laptop is three thousand five hundred ringgit (RM3,500) but is subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace. The prize is non-transferable and no substitution will be made except as provided herein at the Promoter's sole discretion.
 - b. For Singapore:
 - i. One (1) Dell™ Studio 15 Laptop featuring the winning Eligible Entrant's own original design, with Intel® Core™ 2 Duo Processor P8700, Genuine Windows Seven Home Premium Operating System, 4GB DDR2 SDRAM and 320GB Hard Drive (with 1 Year Limited Hardware Warranty, In-Home Service after Remote Diagnosis) and Dell OnSite support in your home, and (2) two thousand five hundred dollars (SGD2,500) cash voucher from a leading departmental store. The approximate retail value of the laptop is one thousand five hundred dollars (SGD1,500) but is subject to change based on, among other things, normal price fluctuations associated with the

consumer marketplace. The prize is non-transferable and no substitution will be made except as provided herein at the Promoter's sole discretion

19. B. Most Popular Design by Votes:

- a. Malaysia
 - i. RM2,500 Shopping Voucher from a leading departmental store (Highest Views)
- b. Singapore
 - i. SGD 1000 Shopping Voucher from a leading departmental store (Highest Views)

- 20. If in the event that the person who received the most votes by users is the same as the Best Entry based on design prize winner, the Most Popular Design by Votes prize will be awarded to the person with the next most number of votes.
- 21. eYeka and the Promoter accepts no responsibility for any tax implications that may arise from any winning of the prizes and individuals entering the Competition should seek independent financial advice before entering the Competition.
- 22. 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 will be awarded to the winning Eligible Entrant in lieu, subject to any written directions made under Malaysian and Singaporean legislation respectively.

Judging and prize draw

- 23. All entries received on the eYeka platform will be moderated and the eYeka competition will be closed by 11:59pm (GMT+8) (Malaysia and Singapore time), Tuesday, 19th January 2010. All moderated entries will then be passed on to the Promoter to be uploaded as part of the main Competition on the Dell Microsite. Judging of the main Competition will take place at the Enfatico Singapore office, Friday 12th of February, 2010 (GMT+8) (Malaysia and Singapore time). The Promoter's decisions are final and no correspondence will be entered into.
- 24. The winning Eligible Entrant will be notified in writing by the Promoter (or its agents) within 2 weeks of the judging of Prize Entries using the contact details provided in the Registration Form. The name of the prize winner will also be published on the Promoter's website.
- 25. The winning Eligible Entrant will be required to sign and return to the Promoter (or its agents), within ten (10) days from the date of notification in this regard, an Affidavit of Eligibility, Liability & Publicity Release (in the format as provided herein as annexure I) in order to claim his/her prize.
- 26. In the event that a winner of the prize cannot be contacted and/or fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within three months and/or prize is returned as undeliverable, it shall be considered that the winning Eligible Entrant has forfeited the prize and the Promoter will allocate the prize to next Eligible Entrant whose correct Prize Entry is judged.
- 27. The winner must, if requested by the Promoter, verify their compliance with these Competition terms and conditions prior to receiving a prize. The required verification will be in a form determined by the Promoter in its absolute discretion. If the winner that does not comply with this clause they will forfeit their prize.

Promotional and other obligations

- 28. By entering the Competition, you agree that, in the event that your Prize Entry is selected as a winner of the prize referred to in these Competition terms and conditions, you will be 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 for such publicity purposes and publication by the Promoter.

Miscellaneous

- 29. The Promoter will not be liable for any loss or damage whatsoever which is suffered by you (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of you taking part in, winning or using any of the prizes, except for any liability which cannot be excluded by law.

30. All Prize Entries become the property of the Promoter. By taking part in the Competition, you irrevocably assign all rights, title and interest in your Prize Entry to the Promoter and waive any moral rights in relation to the same. You must procure all individual assignments and moral rights waivers as necessary to ensure the assignment of all rights to the Promoter in accordance with this clause.
31. The Promoter will use the information contained in your application form in accordance with the Privacy Policy on the on the Promoter's website.
32. If for any reason the Competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, prohibition by the relevant authorities or any other causes beyond the control of eYeka and 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 cancel, terminate, modify or suspend the Competition as it sees fit. Any entry which is made as a result of tampering with the entry process will be invalid and not eligible for judging and/or any prizes.
33. These Competition terms and conditions are to be construed in accordance with the Malaysia and Singapore law respectively.