



# **“Dell Win With Style TXT2Win” Contest**

**From August 13, 2010 to September 9, 2010**

## **Official Contest Entry Rules**

**THIS CONTEST IS INTENDED FOR RESIDENTS OF CANADA ONLY AND WILL BE INTERPRETED ACCORDING TO CANADIAN LAW AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.**

### **1. CONTEST PERIOD**

The “Dell Win With Style TXT2Win” Contest (the “**Contest**”) is run by Dell Canada Inc. (the “**Sponsor**”) and will take place in Canada, excluding Québec, from **August 13, 2010 00:00:01 a.m. [ET]** to **September 9, 2010 11:59:59 p.m. [ET]** (the “**Contest Period**”).

### **2. CONTEST SPONSORS**

For the purposes of the Contest, the “**Contest Group**” is composed of the Sponsors, Dell and Cineplex Entertainment LP together with its affiliates, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective employees, agents, and representatives (collectively, the “**Contest Sponsor(s)**”).

### **3. ELIGIBILITY**

The Contest is open to all individuals who:

- (i)** reside in the provinces of Canada, excluding Québec;
- (ii)** have reached the age of majority in their province of residence as of the date of entering the Contest;
- (iii)** have read and accepted Dell’s “Dell Win With Style TXT2Win” Official Contest Entry Rules in order to be eligible to become a potential winner of this Contest. Entrants agree to comply with all terms and conditions of the Official Contest Entry Rules;

Employees of Contest Group/Sponsors, as well as members of the immediate family (such as their father, mother, brothers, sisters or children) of such employees, their legal or common-law spouses or any persons with whom such employees reside are not eligible to enter the Contest.



#### 4. METHODS OF ENTRY

- 4.1 To enter the Contest, you must have a cellular phone with a data plan which allows you to send & receive SMS/text messages. Cellular phone customers with an account in good standing who have text messaging capabilities on your mobile phone must text the following word “**DELL**” (the “1<sup>st</sup> Contest SMS Word”) to short code 222444. All Dell texts messages sent to short code 222444 only, via cellular phone are **free to receive** and/or **reply to**, but are not free if forwarded by you to others. The 1<sup>st</sup> Contest SMS Word can only be used once. Duplicate entries of any of the 1<sup>st</sup> Contest SMS Word will be deemed as invalid and will be disqualified. You will then obtain one entry into the contest.

To end subscription at any point, send the word “STOP” to short code 222444 (no charge).

**Note:** Standard text messaging/SMS fees and rates, as set out in with your carrier plan may apply, when registering to participate in the Contest. This method of entry is available within various carrier areas where technology permits. Additional charges apply with data use if you do not subscribe to a data plan. Roaming charges apply if outside your local area. Customers who do not have a mobile phone with text messaging/SMS capabilities are not eligible for this method of entry but are eligible for the No Purchase Necessary Method of Entry in Section 4.2 below.

- 4.2 **NO PURCHASE NECESSARY METHOD OF ENTRY.** You may enter the contest without purchase by mailing up to a maximum of two (2) separate handwritten letters (unduplicated) on different dates, during the Contest Period. Each letter must be at least ten lines in length, explaining what you like about Dell Laptops. Each letter must include your full name (including middle initial), address (including postal code) and daytime telephone number (including area code), postmarked by the end of the Contest Period to: “Dell Win With Style TXT2Win” Contest, Attn: Jeffrey Chan, Dell Canada Inc., 501-155 Gordon Baker Road, North York, Ontario, M2H 3N5. To be eligible for the Contest, mailed entries must be received at this address, during the Contest Period and by no later than 11:59:59 [ET] on September 9<sup>th</sup>, 2010. Mailed entries are subject to the same entry conditions, eligibility requirements and other terms and conditions applicable to other entries. Duplicate entries of any mailed in entry will be deemed as invalid and will be disqualified. You will obtain one entry into the Contest per unduplicated letter; up to a maximum of two entries/two unduplicated letters, during the Contest Period.
- 4.3 **Additional Entry:** You may obtain additional entries into the contest **by voluntarily opting into the Dell Mobile Deals Club by replying “JOIN”** (the “2<sup>nd</sup> Contest SMS Word”) **to short code 222444**. Duplicate entries of the 2<sup>nd</sup> Contest SMS Word will be deemed as invalid and will be disqualified. You will then obtain one additional entry into the contest.

**To end the subscription at any point, send the word “STOP” to short code 222444 (no charge).**

- 4.4 **Limit of Entries:**

As per Sections 4.1 and 4.3 above, there is a limit of one (1) entry per 1<sup>st</sup> and 2<sup>nd</sup> SMS Words (Section 4.1 SMS Word: “Dell” and/or Section 4.3 SMS Word: “Join”), for a maximum total of two (2) entries, during the Contest Period.

As per Section 4.2 above, there is a limit of two (2) entries by submission of an unduplicated letter to be received, during the Contest Period.



## 5. PRIZE

- 5.1 There are a total of **TWO HUNDRED AND EIGHTY-TWO (282)** prizes available to be won in the Contest. Each prize consists of:
- 5.2 **Daily Secondary Prizes:** There are a total of **TWO HUNDRED AND EIGHTY (280)** secondary prizes available to be won. Each secondary prize consists of **1 of 16 Dell Mini 10 Netbook ("Netbook")** or **1 of 264** Cineplex Admit One Adult Movie Pass. Each Netbook has an approx. retail value of **\$450** Cdn and each movie pass has an approx. retail value **\$13** Cdn.
- 5.3 **Grand Prizes:** There are a total of **TWO (2)** grand prizes available to be won. Each grand prize consists of **1 Dell Studio 15 Laptop**. Approx. retail value **\$1,000** Cdn.

## 6. DRAWS

**Daily Secondary Prizes:** In the city of **North York**, in the Province of **Ontario**, at **501-155 Gordon Baker Road**, **ten (10)** entries will be randomly drawn and announced each and every day, from all valid entries received during the Contest Period (10 draws/day x 28 days equalling a total of two hundred and eighty (280) random draws).

**Grand Prizes:** On **September 17, 2010** at **4:00 p.m. [ET]**, in the city of **North York**, in the Province of **Ontario**, at **501-155 Gordon Baker Road**, **two (2)** entries will be randomly drawn from all valid entries received during the Contest Period for the Grand Prize.

## 7. ODDS OF WINNING

The odds of winning depend on the number of valid entries received during the Contest Period.

## 8. AWARDING OF PRIZE(S)

- 8.1 To be declared a winner, a selected entrant must, in addition to meeting the Contest eligibility criteria and otherwise complying with the official Contest rules, first (the "Winner"):
- a) Be reached by **email** by the Sponsor or its representatives within **ten (10) days** immediately following the selection of the entry;
  - b) Have correctly answered an unaided mathematical skill-testing question **on** the Sponsor's Declaration and Release Form;
  - c) Sign the Sponsor's form of declaration and release which must include a witnesses signature (a witness is a person of your choice who must be 18 years of age or older) by completing all required Schedules and return it to the Sponsor or its representatives at the address indicated on the Declaration and Release Form within **TEN (10)** days following its delivery by the Sponsor or its representatives.
- 8.2 **Disqualification:** If any one of the conditions mentioned above is not met, the selected entrant will be disqualified and shall not be entitled to receive any prize, and the Sponsor



reserves the right, in its sole and absolute discretion, to select at random another eligible entrant as a potential prize winner.

- 8.3 **Prizes Delivery:** Following receipt of the selected entrant's signed Declaration and Release Form, the Sponsor or its representatives will send the prize to the winner[s]. Please allow four (4) to six (6) weeks for delivery of same.

## 9. GENERAL TERMS AND CONDITIONS

- 9.1 **Verification of Entries:** The validity of any contest entry is subject to verification by the Sponsor. Any illegible, incomplete or fraudulent entries will be rejected. Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with or unlawful in any way. Entries submitted by unauthorised means or by spamming will be disqualified. In the event that it has been determined that an entry has been made in a manner not sanctioned by these rules and/or an entrant has submitted more than the number of entries permitted by these rules, the entrant and all of his/her entries will be disqualified. Entrants will be disqualified from the contest and removed as a follower in the event they introduce or comment on any subject matter that may violate community standards or that is otherwise inappropriate as assessed in Dells' sole discretion. Any entrant or other individual who enters or attempts to enter the Contest in a manner which is contrary to these Official Contest Rules or which is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other entrants or potential entrants will be rejected and that entrant or purported entrant will be disqualified. All decisions of the contest judges, who may be employees or independent contractors of the Sponsor, with respect to any and all aspects of the Contest, including without limitation the eligibility or disqualification of entrants, are final and binding without right of appeal. All entries become the property of the Sponsor and none will be returned.
- 9.2 **Acceptance of Prizes:** All prizes must be accepted as described in these rules and cannot be transferred to another individual, substituted for another prize or exchanged in whole or in part for money, subject only to what is set out in Rule 9.3 below. If applicable, the winner is responsible for any taxes associated with the Prize
- 9.3 **Substitution of Prizes:** The Sponsor reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute for any prize, or part thereof, a substitute prize of equivalent or greater value, including without limitation a cash award.
- 9.4 **Number of Prizes/Winners:** By entering the Contest, each entrant agrees to be bound by these Official Contest Rules and also acknowledges that the Contest Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these official Contest rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by entrants is greater than the number of prizes available, the Sponsor reserves the right, in its sole and absolute discretion, to end the Contest in whole or in part, without notice, subject only to the prior approval of the *Régie des alcools, des courses et des jeux*, if required, in respect of the Province of Quebec, and to award the correct number of prizes among the correct number of winners, selected in accordance with these contest rules from among those eligible entries validly submitted prior to the termination of the Contest



- 9.5 **Termination of Contest:** Without limiting the provisions of Rule 9.4 above, the Contest Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend the Contest, in whole or in part, in the event of any cause or circumstance, including without limitation any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Sponsor, that could corrupt or affect the administration, security, impartiality or normal course of the Contest, subject to, in respect of the Province of Quebec, the approval of the *Régie des alcools, des courses et des jeux du Québec*.
- 9.6 **Release and Exclusion of Liability – General.** By entering or attempting to enter the Contest, each entrant and/or purported entrant agrees: (i) to release, discharge, and forever hold harmless the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant’s participation or attempted participation in the contest, compliance or non-compliance with these Contest Rules and acceptance and use of the prize; and (ii) if selected as a potential winner, to sign the Contest Sponsors’ form(s) of Declaration and Release documentation (see Rule 8.1 above) in this regard before receiving his/her prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 9.7 **Name/Image of Winners:** By entering the Contest, each winner authorizes the Contest Sponsor and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Contest or any prize, place of residence and (or) voice for publicity purposes, without any form of remuneration.
- 9.8 **Communication with Entrants:** No communication or correspondence will be entered into with entrants, other than with entrants who are selected as potential prizewinners.
- 9.9 **Dispute – Québec Residents:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for resolution. Disputes about the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.
- 9.10 **Personal Information:** The personal information gathered about entrants in connection with this Contest will be used solely for the administration of the Contest and is subject to Dell’s privacy policy, which is available at [www.dell.ca](http://www.dell.ca) (bottom of the page – click privacy). No communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant by Dell, unless the entrant has otherwise authorized Dell or one of its affiliates, as the case may be, to do so.



- 9.11 **List of Winners:** For a list of winners please write to **Jeffrey Chan**, Dell Canada Inc., **501-155 Gordon Baker Road, North York, Ontario M2H3N5**.
- 9.12 **Judge Decisions:** All decisions of the contest Judges will be final.
- 9.13 **Identity of the Entrant:** For the purposes of these rules, the entrant is the person whose valid name, address and cell number with an account in good standing are registered to the cell phone number during the Contest Period. In addition and for the purposes of these rules, the entrant is the person whose valid name, address and telephone number which appear on a mailed in entry during the Contest Period. It is to this individual that the prize will be awarded if selected and declared as the winner.