

# **RULES OF THE “Project of the Year” FACEBOOK CONTEST**

## **Article 1: Organization**

Dassault Systèmes, whose global headquarters is located at 10, rue Marcel Dassault - CS 40501 - 78496 Vélizy Villacoublay Cedex - France (“Dassault Systèmes” or the “Organizer”) has organized the contest “Project of the Year” (the “Contest”), which are governed by the following rules (hereinafter, the “Rules”).

## **Article 2: Entry conditions**

**The Contest is free to enter, with no purchase or payment necessary but requires an internet connection. A purchase will not increase chances of winning of the Participants.**

The Contest is open to students duly registered in a school or university in any field whatsoever and located worldwide, at the entrance’s date of this Contest, **except:**

- Residents of countries under embargo;
- Residents of Belgium, Norway and Sweden, because the Contest is equivalent to a lottery;
- Residents of any other country or territory where participation in the Contest and the terms of these rules would contravene applicable local laws;
- Employees of Dassault Systèmes, Dassault Systèmes subsidiaries or affiliates, as well as their immediate families (spouse, parents, siblings, children and each of their respective spouses) and household members of each such employee;
- Employees of any company associated with the Contest, including but not limited to Make Me Viral, and their immediate families (spouse, parents, siblings, children and each of their respective spouses) (Hereinafter, the “Participants”).

**In case of persons under 18 years of age, their participation to the Contest implies that their parents or legal guardians have given their prior express consent via the Application or the Website, as the case may be, to such participation.** In addition, please note that Dassault Systèmes may require additional proof of consent from such minors’ representatives, in particular before any prize is awarded. If such proof is not provided, the prize shall not be considered valid, shall not be awarded to the winner and shall be immediately re-entered into the draw.

Any person who does not meet these above conditions, or who refuses to provide proof of such, shall be disqualified from the Contest and shall not be entitled to a prize. Any award made to a

Participant who does not meet the above-mentioned criteria or any other conditions stipulated in these Rules shall be cancelled.

Participation to the Contest is not limited and Participant may participate several times by posting several Projects, provided that a project shall only be registered by one person (name, last name and e-mail address, student ID and school-issued e-mail address, as applicable). Players may only

enter under their own names and may not under any circumstances play on behalf of other individuals or companies. Any incomplete entry form shall be considered void. The winners shall be selected from among the Participants. Each Participant must agree to the Rules in order to register for the Contest.

### **Article 3: Participation to the contest**

#### **3.1 How to enter the Contest**

As a preliminary, Participants are fully informed and hereby acknowledge that this Contest is in no way sponsored, endorsed or administered, or associated with, Facebook.

In order to participate, entrants must create a specific project with **Dassault Systèmes' solution(s)** (hereinafter, the "**Project**"), as fully described on the <https://academy.3ds.com/poty2018> website accessible at the following address <https://academy.3ds.com/poty2018> (hereinafter, the "**Website**"). The project will be then also available on the POTY application which is implemented and made available on the Dassault Systèmes Academy Facebook Page, at the following address <https://www.facebook.com/3DSAcademy/?fref=ts> (hereinafter, the "**Application**").

Then, entrants can, at their own option, participate to the Contest:

1. **Via the Application.** In this respect, entrants must:

- Log in on their Facebook accounts, without which they will not be able to complete their participation to the Contest;

Consult the Application and click on the "Participate" button and accept the Facebook permission requests such as "access my basic information" (in particular their surname, first name and contact e-mail address), being stated that this personal data is processed by Facebook, subject to Facebook privacy policies that the entrants should consult prior to consent to such request. The entrant will then be automatically redirected to the dedicated section of the Website;

- Create an account on the Website by filling the indicated field with the following information: title (student), last name, first name, personal e-mail address, institution, and a school-issued e-mail address or a copy of student ID card or a copy of a letter/receipt from their institution, login and password or, if already registered, log in to their accounts on the Website with their usernames and passwords;
- Consult the Contest page located on the Project Showroom tab on the Website and register their Projects.

2. **Or via the Website.** In this respect, entrants must:

- Create an account on the Website by filling the indicated field with the following information: title (student), last name, first name, personal e-mail address, institution, and a school-issued e-mail address or a copy of student ID card or a copy of a letter/receipt from their institution, login and password or, if already registered, log in to their accounts on the Website with their usernames and passwords;
- Consult the Contest page located on the Project Showroom tab on the Website and register their Projects.

Entrants are fully informed and hereby accept that the Projects posted on the Website will be

automatically reposted on the Application by the 3DS Academy's and Make me Viral's teams.

Each of the above-mentioned steps must be completed by the entrants in order to validate their participation to the Contest.

### **3.2 How to vote**

At any time, Participants can invite friends to enter the Contest and/or to vote for their Project and can also post their Projects and/or results on their walls.

On the Application (on Facebook): each person who has a Facebook account and accepts the Facebook permission requests such as "access my basic information" can vote for her/his Project on the Application. They can also click on Projects reposted by the Participants on their walls and will be redirected to the Application in order to vote for these specific Projects. In this case, please note that a "Like" on Facebook is not equivalent to a vote. **A member can only vote one time per Project for the whole term of the Contest, it being stipulated that a Participant can vote for its own Project under the same conditions.**

## **Article 4: How the Contest works**

### **4.1- Term of the Contest**

The Contest runs for a period of six weeks from May 3rd 2018 to June 29<sup>th</sup> 2018, included.

### **4.2- How to win**

At the term of the Contest, 14 Projects will be selected and prizes described in Article 5 of these Rules will be awarded as follows:

- Facebook Votes Prize: The first ten (10) Projects which will receive the highest number of votes on the Facebook Application will be awarded.
- Global Academia Jury Prize: One (1) Project will be selected among the Projects posted on the Application, no matter which solution has been used to create the Project as long as it is a Dassault Systèmes solution, by a jury composed of professionals of the Global Academia department of Dassault Systèmes on the basis of several criteria: innovation, originality, technicality, optimal use of Dassault Systèmes solution, work carried out and any other similar criteria.
- SOLIDWORKS Jury Prize: One (1) Project will be selected among the Projects created via a Solidworks solution and posted on the Application, by a jury composed of 2 professionals of Solidworks brand on the basis of several criteria: innovation, originality, technicality, optimal use of the Solidworks solution, work carried out and any other similar criteria.
- SIMULIA Jury Prize: One (1) Project will be selected among the Projects created via a Simulia solution and posted on the Application, by a jury composed of 2 professionals of Simulia on the basis

of several criteria: innovation, originality, technicality, optimal use of the Simulia solution, work carried out and any other similar criteria.

- CATIA Jury Prize: One (1) Project will be selected among the Projects created via a Catia solution and posted on the Application, by a jury composed of 2 professionals of Catia on the basis of several criteria: innovation, originality, technicality, optimal use of the Catia solution, work carried out and any other similar criteria.

- Bonus: Specific gifts will be sent to the first hundred (100) Participants who post a video on YouTube, the Website or Facebook relating to their Projects, as described in Article 5.

#### **4.3- How to increase chances of winning**

Participants can increase their chances of winning by inviting their Facebook friends to vote for their Projects.

Participants who create multiple Facebook accounts with the same name and e-mail address shall be disqualified and shall not be entitled to any prizes they may otherwise have won. Any fraudulent entries and any other entries which otherwise contravene these Rules shall result in disqualification.

The Organizer shall not be held responsible for any e-mail which is lost or otherwise undelivered. The Organizer reserves the right to conduct any checks concerning the application of this article.

#### **Article 5: Prizes**

This Contest offers the following prizes to the winners:

- Facebook Votes Prizes:

- o The first Project with the highest number of votes will be awarded one (1) Apple iPad 2017 32GB, which is worth four hundred and nine euros (409 €);
- o Second Project with the highest number of votes will be awarded one (1) GoPro HERO5 Session, which is worth three hundred fifty nine euros (359 €);
- o Third Project with the highest number of votes will be awarded one (1) Nintendo Switch with Joy-Con, which is worth three hundred twenty-nine euros (329€);
- o Fourth Project with the highest number of votes will be awarded one (1) Huawei Watch 2 Sport, which is worth three hundred fifteen euros (315€);
- o Fifth Project with the highest number of votes will be awarded one (1) Nvidia Shield TV Media Streaming Player 2017, which is worth two hundred twenty-nine euros (229€);
- o Sixth Project with the highest number of votes will be awarded one (1) Parrot Drone AR.Drone 2.0 Elite Edition, which is worth two hundred forty nine euros (249€);
- o Seventh Project with the highest number of votes will be awarded one (1) Bose SoundLink II Wireless Headset, which is worth two hundred twenty-two euros (229€);
- o Eighth Project with the highest number of votes will be awarded one (1) Bluetooth waterproof Speakers JBL Charge 3, which is worth one hundred ninety nine euros (199€);

- o Ninth Project with the highest number of votes will be awarded one (1) Seagate Expansion External Hard Disk 3TB, which is worth one hundred thirty five euros (135€);
- o Tenth Project with the highest number of votes will be awarded one (1) Logitech MX Master 2S Wireless Gaming mouse, which is worth one hundred and nine euros (109€).

- Global Academia Jury Prize:

One (1) Project will be selected and awarded one (1) Apple iPad 2017 32GB, which is worth four hundred and nine euros (409 €);

- SOLIDWORKS Jury Prize:

One (1) Project will be selected and awarded one (1) Panasonic Lumix DMC-GF7 Mirrorless Camera 16 mpx (micro Four Thirds) and a 12-32 Lumix G Vario Lens (Blue) which is worth three hundred seventy nine euros (379€);

- SIMULIA Jury Prize:

One (1) Project will be selected and awarded one (1) Panasonic Lumix DMC-GF7 Mirrorless Camera 16 mpx (micro Four Thirds) and a 12-32 Lumix G Vario Lens (Blue) which is worth three hundred seventy nine euros (379€);

- CATIA Jury Prize:

One (1) Project will be selected and awarded one (1) Panasonic Lumix DMC-GF7 Mirrorless Camera 16 mpx (micro Four Thirds) and a 12-32 Lumix G Vario Lens (Blue) which is worth three hundred seventy nine euros (379€).

- Bonus:

- The first twenty (20) Participants who post a video will be granted and will receive each from the Organizer: one (1) DS package which is worth sixteen euros (16€), including:
  - o one (1) note book, which is worth three euros (3€);
  - o one (1) USB key, which is worth six euros (6€);
  - o and one (1) Tee-shirt, which is worth seven euros (7€);
- The next forty (40) Participants who post a video will be granted and will receive each from the Organizer : one (1) note book, which is worth three euros (3€) and one (1) Tee- shirt, which is worth seven euros (7€);
- The next forty (40) Participants who post a video will be granted and will receive each from the Organizer: one (1) note book, which is worth three euros (3€).

### **Article 6: Schedule of prize awards**

The Contest shall end on June 29<sup>th</sup>, 2018, inclusive. The names of the winners shall be published on the wall of the Website and the Application, before July 30<sup>th</sup>, 2018. The Organizer of the Contest shall contact each winner by e-mail and/or directly by Facebook message to request their postal addresses so that their prizes can be sent to them.

### **Article 7: Selection of winners and attribution of prizes**

**7.1** At the end of the Contest, if some Projects have the same number of “votes”, the first Project that has been posted will be rewarded the first Prize and the second Project that has been posted, the second Prize and so on.

**7.2** In the event the same Project is selected for the Facebook Vote Prize and the Global Academia Jury Prize, the Participant will be awarded the sole Global Academia Jury Prize and the Facebook Vote Prize will be awarded to the next Facebook Vote Prize winner based on the final ranking.

For example: if a Participant wins the Global Academia Jury Prize and the first Facebook Vote Prize for the same Project (the “Winner 1”), she/he will be awarded the Global Academia Prize (an Ipad, as described hereunder) and the first Facebook Vote Prize (the iPad, as described hereunder) will be attributed to the winner of the second Project with the highest number of votes on Facebook (“Winner 2”). In such case, the Facebook Vote Prize originally granted to the Winner 2 will be awarded to the winner 3 and so on, based on the final ranking.

**7.3** In the event the same Participant wins several Prizes for different Projects that she/he has submitted in the course of the Contest, the Participant will only be granted the better Prize, subject to provisions of article 7.4 herein.

For example: If a Participant wins the first Facebook Vote Prize (Ipad Mini) for a Project n°1 and the eighth Facebook Vote Prize for the Project n°2 (Bluetooth speakers), she/he will only be granted the Ipad Mini.

**7.4** Please note however that if a Participant is selected by one of the Solidworks, Simulia or Catia jury in order to receive the Solidworks, Simulia or Catia Jury Prize and is also subject to one of the Facebook Vote Prizes, he/she will be awarded both prizes.

## **Article 8: Reimbursement of expenses**

It is agreed that no reimbursement shall be issued to Participants with an internet connection based on free or all-inclusive access offered by the various telephone or cable operators, due to the virtually universal usage of this type of internet access and in accordance with constant jurisprudence.

**8.1** Any other Participant may request the reimbursement of expenses equivalent to the time needed to complete the Contest, on the basis of a connection time of 3 min. at the off-peak rate. Requests for reimbursement should be made by post to the Organizer, accompanied by a RIB (bank account details) in the name of the account holder of the line used to enter the Contest, a photocopy of the invoice for the month concerned from the internet service provider, proof of subscription and a letter specifying the number of the analogue or digital line (or the number of the decoder in the case of cable subscriptions) and the date and time of connection, not later than 30 days after the closing date of the Contest, the postmark serving as proof of posting. Only one request for reimbursement shall be allowed per registered Participant and per envelope (same name, same address). Incomplete requests shall not be accepted.

### **Article 9: Connection and use**

Participation in the Contest implies knowledge and acceptance of the characteristics and limits of the internet, the lack of protection of certain data against possible misuse or theft, and the risk of contamination by viruses that may be circulating on the network. The Organizer shall not be held responsible in the case of misuse or incident related to use of computers, access to the internet, or maintenance or malfunction of the Contest servers, telephone lines or any other technical connection, nor to any entry form sent to an incorrect or incomplete address.

### **Article 10: Disputes and responsibilities**

Participation in the Contest implies unconditional acceptance of the Rules in their entirety. Any false or inaccurate statement or any fraud shall result in disqualification of the Participant. In particular, it is strictly forbidden to buy votes or to pay to vote for a Project. The Organizer shall have sole jurisdiction of any dispute related to the Contest and its Rules. No response shall be made to any telephone or written request concerning the interpretation or application of the above Rules, the mechanisms or procedures of the Contest, or the list of winners. The Organizer reserves the right, should circumstances dictate to do so, to extend, modify or cancel the Contest. The Organizer reserves the right, in case of fraud, false or inaccurate statement, not to grant a winner of her /his prize and/or to bring proceedings before any competent court against a participant or winner, who has committed such fraud.

In no event shall the Organizer be liable for damages incurred by a winner for the use of a prize.

Participant is solely liable for the content and/or the title of her/his Project and/or for any use of the websites and social networks hosting the Contest.

### **Article 11: Data processing, data files and liberties**

**11.1** In order to participate in the Contest, Participants will be required to communicate certain personal information, such as title (student), last name, first name, personal e-mail address, institution, school-issued e-mail address, student ID card, login and password, and winners will be required, in addition, to provide their postal addresses (the "Personal Data"). This Personal Data is collected and processed by the Organizer solely for management and promotional purposes related to the Contest. In addition, the policy of the Organizer relating to privacy and use of personal data via the Website, that is made available at the following address <http://academy.3ds.com/legal/privacy-policy/> will be applicable to each use, collection and processing of Personal Data in the framework of this Contest via the Website (the "Privacy Policy"). Participants and winners expressly consent to the collection and processing of their Personal Data for the above mentioned purposes.

**11.2** The Personal Data collected as part of the Contest is processed until May 24, 2018 in accordance with the French data processing, data files and liberties law of January 6, 1978 (Loi Informatique et Libertés du 6 janvier 1978) and from May 25, 2018 in accordance with European General Data Protection Regulation 2016/679 (hereinafter the "Applicable Data Protection Legislation"). Personal Data may be collected through the Website and subsequently disclosed to and used by an affiliate or subsidiary of the Organizer for the purposes stated in this clause and in the Privacy Policy. Please note the Organizer may transfer Participants' or winners' Personal Data outside the European Union, as long as before transferring such Personal Data, the Organizer has ascertained that non-European Union entities - including 3DS' affiliates and subsidiaries - offer

sufficient security measures and an adequate level of protection in accordance with the Applicable Data Protection Legislation.

**11.3** All Participants in the Contest have the right to access their Personal Data, as well as a right to request the rectification, completion, update or erasure of their Personal Data. Participants also have a right to obtain a copy of the Personal Data conserved by the Organizer. Please note that any Participant can exercise her/his rights of access to and rectification of the Personal Data by logging on to her/his account on the Website. Otherwise, Participants may exercise their rights of access to and rectification of the data by sending an e-mail to the following address: 3DS.Compliance-Privacy@3ds.com.

## **Article 12: Intellectual property rights**

**12.1** Participants hereby accept the Terms of Use of the Website, which contains a specific provision relating to Intellectual property rights, as made available at the following address: <http://academy.3ds.com/legal/terms-of-use/>

**12.2** In addition, any Participant acknowledges and agrees that the Website, the Application and all materials, data, content provided by DS, including the website design text, software in object and source code (including applets), scripts, downloads, graphics, photos, interactive features and the like and their selection and arrangement, and the trademarks, trade names, trade dress, service marks and logos contained therein are owned by or licensed to Dassault Systèmes S.E., and are subject to copyright and other intellectual property rights under all applicable laws. All rights not expressly granted to the Participant in these Rules or in the Terms of Use of the Website are reserved.

**12.3** By posting their Projects to the Website, Participants:

- represent that (i) they are the author of the Project uploaded or (ii) they hold and will continue to hold the necessary rights, including but not limited to all intellectual property rights in and to their Projects to grant the rights thereby granted;
- accept to grant, at a minimum, users of the Website the right to access and view their Projects uploaded through the Website and transferred to the Application;
- grants the Organizer a worldwide, royalty-free, sub-licensable, transferable and non-exclusive license to use, copy, distribute, reproduce, modify, translate, adapt and publicly display her/his Project content in any manner, form, or format, partly or as a whole, on any media whatsoever now or hereinafter created, for any purposes, in particular in connection with the use and the promotion of DS products and services for the duration of the legal protection of the intellectual property rights.

## **Article 13: Agreement on evidence**

Except in the case of obvious errors, it is agreed that the information resulting from the Organizer's content systems shall be conclusive evidence in any dispute regarding elements of connection and the computer processing of such Contest information.

**Article 14: Conferral of jurisdiction**

Participants are subject to French laws and in particular French regulations applicable to games and competitions. Any dispute that cannot be settled amicably shall be submitted to the competent Courts of Paris.