

# **TERMS AND CONDITIONS**

## **3DVIA Challenge 15 – Amalgam Vehicle Design**

DASSAULT SYSTEMES SA (hereafter referred to as “DS”), a French corporation (“*société anonyme*”) with headquarters located at 10, rue Marcel Dassault, 78140 Velizy-Villacoublay, FRANCE, is organizing, with no purchase or payment obligation for the Participants (as defined hereunder), a free contest entitled “3DVIA Challenge 15 – Vehicle Amalgam” hosted on the 3DVIA.com website (hereafter referred to as the “Contest”).

The purpose of the Contest is to reward the best Model (as defined below) that will be posted on the 3DVIA.com site, located at [www.3dvia.com](http://www.3dvia.com) or any other Internet address which may be substituted thereto (the “Site”).

This Contest shall take place from Thursday, October 8, 2009 to Sunday, October 25, 2009 (Pacific Time) (hereafter referred to as the “Contest Period”). Models (as defined below) must therefore be posted on the Site in accordance with Section 2 of these terms and conditions (hereinafter the “Terms and Conditions”) on or before Sunday, October 25, 2009.

If all or part of the Terms and Conditions do not comply with local laws applicable in Participant’s country, the Terms and Conditions will be considered as not applicable and therefore unenforceable in said country(ies).

### **1. CONDITIONS OF ENTRY**

Participation in the Contest is open to all individuals who have created a free account on the Site (hereafter referred to as the “Participants”), regardless of their country of residence, subject to the limitations set forth below, including employees of DS’ VARs and employees of DS who are not disqualified as further detailed below. For the purposes of these Terms and Conditions, a VAR shall mean an entity qualifying as a VAR pursuant to the execution of a general VAR agreement with DS.

Participants must be at least 18 years of age.

Participation is free.

The Contest is not open to (i) persons who do not meet the above conditions, (ii) employees of the DS group involved in the organization of the Contest, including their family members (parents, children, siblings, spouses or life partners), or (iii) persons, employees or members of agencies such as public relations agencies, advertising agencies and fulfilment houses or other entities which are involved in the organization of the Contest, including their family members (parents, children, siblings, spouses or life partners).

### **2. PARTICIPATION**

Participation in the Contest is subject to the creation by the Participant of a free account on the Site.

Before creating an account, Participants must carefully read and accept in their entirety the Site terms of use (hereinafter the “3DVIA Terms of Use”) located at <http://www.3dvia.com/about/terms.php>, or any other Internet address which may be substituted thereto, which apply to the use of the Site by the Participants and their participation to the Contest, as well as, without limitation, all other applicable terms and conditions.

In order to participate to the Contest, Participants must further read and accept these Terms and Conditions. Participants will be requested during the upload process to read and accept these Terms and Conditions. Participants will not be able to upload their Models without accepting these Terms and Conditions at this point in the process.

After having logged in, Participants must upload one (1) model that fits the theme of the Contest with a maximum size of 10 MB (hereafter referred to as the “Model”) that is created by them. Further information regarding the Contest and its theme can be found on the Contest information page located on the Site at the following address: <http://www.3dvia.com/blog/3dvia-challenge-15-amalgam-vehicle-design/>.

If a Participant uploads more than one (1) Model during the Contest Period, DS will contact directly such Participant using the e-mail address provided when creating an account in order to ask such Participant which Model he/she wishes to be taken into account for the purposes of the Contest.

Models created using the 3DVIA Shape software which constitute derivative works reproducing existing models created by third parties under the Creative Commons license are eligible to this Contest. More information about Creative Commons can be found at <http://creativecommons.org/> and, with respect to the existing licenses, at <http://creativecommons.org/about/license/>.

Notwithstanding the foregoing, creations developed using the 3DVIA PrintScreen software or any other software that copies existing 3D models, as well as creations containing any third party proprietary elements will not be considered for the purposes of this Contest.

During the submission uploading process, Models must be tagged with the appropriate tag as defined in the Contest information on the Site <http://www.3dvia.com/blog/3dvia-challenge-15-amalgam-vehicle-design/>.

Participants may not team up in order to submit team entries.

Participant acknowledges that it is DS policy to respect copyright and other intellectual property rights of third parties. Accordingly, (i) it is expected from all Participants to do the same with respect to any Models which they may upload and (ii) each Participant represents and warrants that its Model does not violate any third party intellectual property or other third party rights.

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### **3. LICENSE TO USE THE MODELS**

When uploading the Model on the Site, each Participant warrants and represents that (i) he or she has individually and independently created the Model uploaded and (ii) he or she holds and will continue to hold the necessary rights, including but not limited to all intellectual property rights in and to the Model to grant the rights granted herein.

By uploading the Model on the Site, each Participant accepts to grant visitors of the Site the right to access to and view their Model on the Site, for as long as the Model is uploaded, posted and available on the Site.

Moreover, each Participant grants DS and any other DS Subsidiary a worldwide, royalty-free, sub-licensable, transferable and non-exclusive license to use, make copies of, reproduce, distribute and publicly display their Model on its websites, and notably on the Site, for the purposes of holding the Contest.

Each Participant also grants DS and any other DS Subsidiary a worldwide, royalty-free, sub-licensable, transferable and non-exclusive license to use, make copies of, reproduce, distribute, adapt, modify and publicly display their Model for information purposes, for marketing purposes and/or the promotion of contests organized by DS, of the participation to the Contest as part of DS' ongoing business activities, and of DS and/or DS Subsidiary's business, activities, services, software and/or other products, whatever the means used, in any media, formats (whether paper, digital or other) and through any media channels (Internet, radio, TV, etc.), now known or later developed.

For the purposes of this Contest the term "DS Subsidiary" means any company in which DS, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

The license granted hereinabove is valid for a term of twenty-four (24) months as of the beginning of the Contest Period.

### **4. WINNERS**

A jury composed of three (3) representatives of DS (the "Representatives") will designate one (1) winner of the Contest (the "Winner") based on scores derived from objective criteria of artistic merit, technical merit and accuracy as evaluated by the Representatives, combined with the score derived from 3DVIA community voting. Each registered member of the 3DVIA community will be allowed one vote per Contest. Decisions of the jury will be final.

The Representatives will judge each Model from 1-10 (10 being the best score).

The average value of the Representatives' scores will be combined with the percentage of the 3DVIA community's votes multiplied by 10 (i.e. if a Model receives 45% of the community votes, it would get a score of 4.5 added to the judges' average score).

If several Participants receive the same score, all the Participants will be designated as Winners of the Contest and will receive a prize as further described in Section 5 of these Terms and Conditions.

The Winner will be notified by email at the address provided when registering and opening an account on the Site.

### **5. PRIZES**

DS will officially designate the Winner and award to the Winner, at the latest on Monday, November 1, 2009 (the "Award Winning Day"), a 16GB Apple iPod touch, which has an estimated value of 300 US Dollars (200 Euros). Such announcement will be made publicly on the Site.

DS shall be free to substitute, if required, any of the originally planned prize with a prize of at least equal value, either of the same brand or of a different brand.

Cash alternatives are not available.

If the Winner rejects the prize he or she is entitled to, DS will be under no obligation to offer a replacement prize.

The Winner agrees to have his or her name published on the Site for a maximal duration of one (1) month starting from the date of official designation of the Winner.

Before receiving his or her prize, the Winner may be required to prove compliance with the Terms and Conditions and may be required to provide proof of his or her identity.

The prize will be sent directly to the Winner at his or her place of residence provided by the Winner when opening an account on the Site.

The prize will be shipped to the Winner at DS' expense including applicable customs and duty charges, within seven (7) days of the Award Winning Day.

### **6. EXCLUSION OF LIABILITY AND WARRANTY**

DS shall not consider and shall not be responsible for Models which (i) do not comply with these Terms and Conditions, (ii) are not correctly tagged, (iii) are incomplete, misdirected, damaged or illegible, (iv) are received by DS after the expiration of the Contest Period or (v) not received by DS, for whatever reason, including without limitation for technical failure.

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DS shall not, in any event, be held liable for any indirect damages as a result of participation in the Contest or use of the prizes.

To the maximum extent permitted by applicable law, the Winner acknowledges and agrees that the prize is offered “as is”, with no warranty on the part of DS.

Nothing in this Section 6 or otherwise in these Terms and Conditions shall exclude or in any way limit DS' liability to the Participant for any liability which may not be excluded or limited as a matter of applicable law.

### **7. CHANGES**

DS reserves the right to amend, modify, cancel or withdraw these Terms and Conditions at any time, including without limitation, to extend the Contest Period and/or postpone the announced dates notably for awarding the prize.

Participants will be informed by email of any changes made to these Terms and Conditions.

Any changes to these Terms and Conditions shall take effect once they are communicated by DS.

In case a Participant does not agree with said changes, it may withdraw from the Contest before the expiry of the Contest Period.

Any untrue statement, any fraudulent act and/or any breach of these Terms and Conditions, of the 3DVIA.com Terms of Use, and of any other applicable terms and conditions, and/or applicable laws and regulations, by the Participant will disqualify Participant, without prejudice to any other right or remedy DS may have whether under this agreement or at law.

### **8. PERSONAL DATA/PRIVACY**

Pursuant to the January 6<sup>th</sup> 1978 Act on information technologies, data processing and individual freedoms, as amended, or any other applicable law, Participants have the right to access, correct and oppose the use of personal data they have provided to DS. Participants may exercise such right at any time by sending a request in writing to:

DASSAULT SYSTEMES  
Marketing Department  
10 rue Marcel Dassault  
78140 Velizy Villacoublay  
FRANCE

or by sending an email to [Don.Swavely@3ds.com](mailto:Don.Swavely@3ds.com).

Any related changes will be made as soon as reasonably practicable.

### **9. MISCELLANEOUS**

In case of contradiction between these Terms and Conditions and the 3DVIA Terms of Use, these Terms and Conditions shall prevail, but only for the purposes of this Contest.

Except in case of obvious mistake, it is agreed that information resulting from DS information system, including connection data or data provided on 3DVIA.com, shall have evidentiary weight.

### **10. GOVERNING LAW**

To the extent permitted by applicable law, the Terms and Conditions are governed exclusively by the laws of France.

To the extent permitted by applicable law, each party hereby consents to the jurisdiction and venue of the courts of Paris.

### **11. CONSULTATION**

The present Terms and Conditions will be made available for consultation by the Participants on the Site and a copy will be sent by mail, free of charge, to all persons expressing their request to:

Dassault Systèmes  
Marketing Department, 3DVIA  
300 Baker Avenue  
Concord, MA 01742  
[Don.Swavely@3DS.com](mailto:Don.Swavely@3DS.com)

Participants requesting a copy of the Terms and Conditions may require reimbursement for reasonable postal fees.