

## “PROJECT OF THE YEAR 2022” COMPETITION RULES

DASSAULT SYSTÈMES, a European company which has its registered office at 10, rue Marcel Dassault - CS 40501 - 78496 Vélizy Villacoublay Cedex - FRANCE (hereinafter the “Promoter” or “3DS”), is holding a competition entitled “Project of the Year 2022” (hereinafter the “Competition”) under the following Rules and Regulations (hereinafter the “Rules”).

### ARTICLE 1: CONDITIONS OF ENTRY

The Competition is open to any individual who classifies themselves as a student and who is currently enrolled in an educational institution (the “Participants”).

The Competition is strictly limited to Participants as defined above, to the exclusion of all persons listed hereunder:

- Residents of countries subject to trade sanctions;
- Residents of Belgium, Norway, the Netherlands, Sweden, Russia, and the Canadian province of Quebec where this Competition is considered a lottery;
- Residents of any other country or territory where participation in this Competition and the terms of these Rules would violate any local law in force;
- Employees of Dassault Systèmes or its subsidiaries, and their immediate family (spouse/partner, parents, siblings, children and their respective spouses/partners, etc.) and members of the household of said employees;
- Employees of any company associated directly or indirectly with this Competition, including their spouse/partner and family;
- Minors.

Any student is allowed to enter given the restrictions listed above. If a person meets all the requirements to participate, he/she can enter the Competition either individually or in a team.

If Participants would like to be part of a team, they must designate someone as their team leader (the “Team Leader”). The Team Leader must meet all the requirements to participate. If a team is formed, it must be a minimum of 2 people with a maximum of 5 people per team. The Team Leader will enter the Competition in the name and on behalf of his/her team.

No purchase or payment is required to enter the Competition; Participants (or at least one per team) must have a computer with Internet access, and access to 3DS solutions whose license can freely be requested for the purpose of the Competition through [POTY.edu.3ds.com](http://POTY.edu.3ds.com).

The Promoter reserves the right to take all necessary steps to verify full compliance with the terms of entry.

Participants acknowledge and agree that the Competition shall at all times be subject to compliance with all applicable laws, regulations and administrative requirements, including without limitation, export

control laws and regulations, and sanctions programs. In particular, the Promoter shall not be held liable in the event Participants are prohibited and/or otherwise restricted from participating to the Competition in order to comply with export control laws and regulations, and sanctions programs or to avoid potential exposure to any international sanctions or penalties that could be imposed by any governmental authority.

## ARTICLE 2: DURATION OF THE COMPETITION

The Competition will extend from April 15<sup>th</sup> 2022 at 12AM (time zone CET) to July 8<sup>th</sup> 2022 at 11:59 PM (time zone CET). All times zones listed below are in the Central European Time Zone.

This Competition consists of three phases:

- The first is the request licenses phase: this phase runs from April 15<sup>th</sup> at 12AM to May 2<sup>nd</sup> at 12AM. During this phase, Participants can request access to a license which will allow them to use the **3DEXPERIENCE** platform to design their solutions.
- The second phase is the submission phase: this phase runs from May 2<sup>nd</sup> at 12AM to June 19<sup>th</sup> at 11:59PM. During this phase, Participants are able to submit their projects through the website POTY.edu.3ds.com (the “Site”). Participants are still able to request a license until the end of this phase.
- The third phase is the voting phase: this phase runs from June 20<sup>th</sup> at 12AM to June 28<sup>th</sup> at 11.59PM. During this phase Participants can no longer submit their projects and the voting will commence as defined by the criteria listed in section 4.

## ARTICLE 3: MODALITIES OF THE COMPETITION

**3.1** This Competition is administered by SweepstakesPros LLC, P.O. Box 3222, Saratoga, CA, 95070, USA. SweepstakesPros LLC is managing the data for all relevant aspects of the Competition. This data will be stored in the United States of America. The Promoter controls the data according to Article 8.

**3.2** Project of the Year 2022 is a Competition where the goal is to have students from around the globe creating designs of their choosing with 3DS solutions (“Project”). Students who would like to participate in the Competition must register to the website <https://poty.edu.3ds.com> and fill out the entry form during phase 1, request a license to the 3DS solution(s) of their choice during phase 1 or 2, and submit all materials related to their Project (solutions used, photos, description, email and name) before the end of phase 2 through the website <https://poty.edu.3ds.com>.

**3.3** In this Competition there are different categories of prizes. There will be one prize awarded to the winner of each of them, up to one prize per Participant, except for the FAN Vote Prize and the Instagram Prize which can be cumulated with another prize:

- BRAND Prizes
  - CATIA BRAND Prize
  - 3DEXCITE BRAN Prize
  - SIMULIA BRAND Prize
  - SOLIDWORKS BRAND Prize

- 3DEXPERIENCE BRAND Prize
- BONUS Prizes
  - JURY Vote Prize
  - FAN Vote Prize
  - SUSTAINABILITY Prize
- INSTAGRAM Prize

The Participant must use one of the following 3DS solutions: CATIA, SOLIDWORKS, 3DEXCITE, SIMULIA, or the 3DEXPERIENCE platform. The Participant shall create his Project on one or multiple of these solutions and submit it for the respective categories based on the solution(s) used.

Independent of the brand categories, there are other categories where the Participant’s Project is entered automatically. These categories are the Sustainability Prize, the Fan Vote Prize and the Jury Vote Prize. By submitting their Project, Participants are automatically entered for these Prizes. As an example, if Participant’s Project is deemed sustainable by the Sustainability Jury according to the criteria detailed in Article 4, Participant has a chance to win the SUSTAINABILITY Prize.

**3.4** Participants are also able to enter into the INSTAGRAM Prize category by reposting their Projects on their personal Instagram accounts and tagging the @3dxedu Instagram account, according to the following modalities.

The Promoter will use the INSTAGRAM website to present some of the Projects although the Competition is in no way sponsored, endorsed or administered by INSTAGRAM or otherwise associated with it. As a result, INSTAGRAM cannot be held liable for any damages and/or disputes arising from the Competition.

Participant may not post his/her Project on Instagram before it has been posted on the website <https://poty.edu.3ds.com>. Once the Project has been posted on the website, Participant can post it on INSTAGRAM by directly identifying the @3DXEdu INSTAGRAM account on the post image. The @3DXEdu INSTAGRAM account may repost some Projects on its official account; Participant will be identified in the post and in the comments if the Project is deemed relevant and eligible to enter this category.

For the Instagram Prize, Participants must hold a valid personal INSTAGRAM account through which they can be easily identified by the Promoter who must be able to visualize the Project (in this respect, and by way of example, the Promoter cannot be held liable if the Participant has a so-called “private” account to which 3DS does not have access).

#### ARTICLE 4: SELECTION OF WINNERS

At the end of the Competition, Participants who submitted the winning projects will be awarded the prize for the brand competition for which they have entered, or for the SUSTAINABILITY Prize or the Jury Vote Prize, and/or for the Fan Vote Prize, and the INSTAGRAM Prize.

Each competition has different prizes, as listed below:

##### 1 FAN VOTE Prizes

The authors of the five Projects that have obtained the most votes at the end of the Competition period will be selected as winners and awarded prizes the nature and value of which are described in Article 5 of the Rules.

Each visitor is limited to one vote per Project throughout the duration of the Competition.

At the end of the Competition period, in the event that several Projects have received the exact same number of votes and are awarded the same place, the first of these Projects to have been posted, with the posting date serving as proof thereof, will be awarded the prize attributed to this place; the second Project posted will be awarded the next place and Prize corresponding to that place, and so on and so forth.

## 2 JURY Vote Prize

One Project which earns to the most points will be selected by the general Jury composed of 3DS employees based on the following criteria:

- **Innovation (20 points)**
  - Originality and creativity of the Project
  - Innovative nature of the design
- **Design (30 points)**
  - Multidisciplinary nature of the Project
  - Quality and complexity of the model(s)
- **Collaboration (20 points)**
  - Number of Participants/collaborators
  - Teamwork
  - Time spent on the Project
- **Sustainability (15 points)**
  - Positive impact on the environment i.e. materials, energy, etc.
- **Pitch (Project presentation) (15 points)**
  - Description and screenshot(s) of the rendered Project
  - Rendering visual quality
  - Interactive explanation or video
- **Bonus Points (20 pts)**
  - Use of **3DEXPERIENCE** platform
  - Post project in [3DEXPERIENCE Edu | Students SwYm community](#)

The total cumulative score cannot exceed 100 points (+ 20 potential bonus points).

## 3 CATIA BRAND Prize

One Project which earns to the most points will be selected by the CATIA Jury composed of 3DS employees based on the following criteria:

- **Pitch (Project presentation) (20pts)**
  - Photo(s) and/or video(s) of the Project
  - Description of the Project
- **Design (50pts)**
  - Complexity of the model(s)

- Multidisciplinary nature of the Project
- **Innovation (30pts)**
  - Originality of the Project
  - Innovative nature of the Project design
- **Bonus Points (20 pts)**
  - Use of **3DEXPERIENCE** platform
  - Post project in [3DEXPERIENCE Edu | Students SwYm community](#)

The total cumulative score cannot exceed 100 points (+ 20 potential bonus points).

#### **4 3DEXCITE BRAND Prize**

One Project which earns to the most points will be selected by the CATIA Jury composed of 3DS employees based on the following criteria:

##### **Pitch Your Project (20 pts)**

- Project description & compelling storytelling
- Diversity of rendered images, videos, and presentations used to support the project pitch
- Experience interactivity: the more the better!

##### **Make it Visual (30 pts)**

- Visual quality of the project and the experience

##### **Contextualize it in 3D (20 pts)**

- Complexity and richness of the experience
- Overall usage of the Virtual Storyteller role offering

##### **Teamwork, Collaboration & Management (20 pts)**

- Illustrate your collaborative efforts between team members, timezones, etc.

##### **Evangelization of your project (10 pts)**

Create a short “Behind the Scenes” post & share the 'MAKING OF' your experience with other users in the [3DEXCITE User Community](#) VIA 3DStory or video as a foundation of the post

##### **Bonus points (20 pts)**

- Use of **3DEXPERIENCE** platform **(10 pts)**
- Post project in [3DEXPERIENCE Edu | Students SwYm community](#) **(10 pts)**

The total cumulative score cannot exceed 100 points (+ 20 potential bonus points).

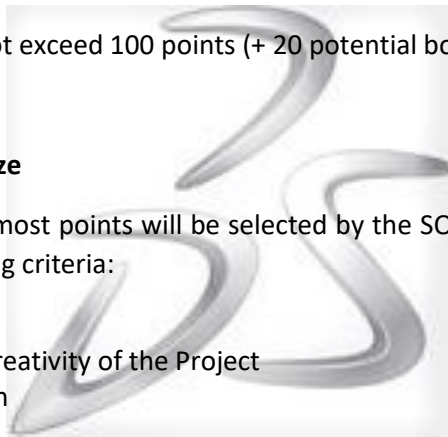
#### **5 SIMULIA BRAND Prize**

One Project which earns to the most points will be selected by the SIMULIA Jury composed of 3DS employees based on the following criteria:

- **Engineering: challenges and impacts (20 pts)**
  - The Project has a positive impact in a particular field

- **Originality (20 pts)**
  - The Project displays originality or creativity in its research methodology and/or interpretation of the results
  - The Project explores a new issue, or an existing issue with an original approach
- **Overall communication (20 pts)**
  - The Participant has the capacity to communicate in a simple, clear and concise manner about the challenges, results and limitations of his or her Project.
  - The Project makes use of images, videos, presentations to support the Project pitch
- **Level of difficulty of the Project (20 pts)**
  - The results make a meaningful scientific contribution
  - The Project's complexity in view of the Participant's academic level
- **Teamwork, collaboration and management (20 pts)**
  - The Project pitch evidences group work and meaningful collaboration
  - The Project arouses the interest of other groups or makes them want to contribute to it
- **Bonus Points (20 pts)**
  - Use of **3DEXPERIENCE** platform
  - Post project in [3DEXPERIENCE Edu | Students SwYm community](#)

The total cumulative score cannot exceed 100 points (+ 20 potential bonus points).



## 6 SOLIDWORKS BRAND Prize

One Project which earns to the most points will be selected by the SOLIDWORKS Jury composed of 3DS employees based on the following criteria:

- **Innovation (20 pts)**
  - Originality and creativity of the Project
  - Innovative design
- **Design (40 pts)**
  - Multidisciplinary nature of the Project
  - Quality and complexity of the model(s)
- **Sustainability (20 pts)**
  - Positive impact on the environment i.e. materials, energy, etc.
- **Pitch (Project presentation) (20 pts)**
  - Description and screenshot(s) of the rendered Project
  - Rendering visual quality
  - Interactive explanation or video of the project
- **Bonus Points (20 pts)**
  - Use of **3DEXPERIENCE** platform
  - Post project in [3DEXPERIENCE Edu | Students SwYm community](#)

The total cumulative score cannot exceed 100 points (+ 20 potential bonus points).

## 7 3DEXPERIENCE BRAND Prizes

Three Projects which earns to the most points will be selected by the **3DEXPERIENCE** Jury composed of 3DS employees based on the following criteria:

1. Innovation (20 pts)
  - a. Originality + creativity (10 pts)
  - b. Innovative design (10 pts)
2. Design (25Pts )
  - a. Multidisciplinary (10 pts)
  - b. Quality/complexity of the model (15 pts)
3. Collaboration (20 pts)
  - a. Number of participants/collaborators (5 pts)
  - b. Teamwork (5 pts)
  - c. Time spent on project (10 pts)
4. Sustainability (15 pts)
  - a. Positive impact on nature i.e. materials, energy, etc. (15 pts)
5. Pitch (20Pts)
  - a. Description + screenshots/HD rendering (5 Pts)
  - b. Interactive explanation (EXCITE Xp )( 10 pts)
  - c. Story telling (Video) (5 Pts)
6. 3DEXPERIENCE Bonus (for all brand prizes – 20 pts)
  - a. Use of **3DEXPERIENCE** platform (10 pts)
  - b. Share your project with the Student Community (Post Edu Student community) (10 pts)

The total cumulative score cannot exceed 100 points (+ 20 potential bonus points).

## 8 INSTAGRAM Prize

The Project that has obtained the most “likes” on the Organizer’s INSTAGRAM page (@3DXEdu) at the end of the Competition period will be selected as winner and awarded a prize, the nature and value of which are described in Article 5 of the Rules.

Each Instagram account is limited to one like per Project throughout the duration of the competition.

## 9 SUSTAINABILITY Prize

Three Projects which earns to the most points will be selected by the Sustainability Jury composed of 3DS employees based on the following criteria:

- **Innovation (20 pts)**
  - Originality of the Project
  - Innovative design
- **Design (20 pts)**
  - Multidisciplinary nature of the Project
  - Quality and complexity of the model(s)
- **Sustainability (50 pts)**
  - Positive impact on the environment i.e. materials, energy, etc.

- **Pitch** (Project presentation) (10 pts)
  - Description and screenshot(s) of the rendered Project
  - Rendering visual quality
  - Interactive explanation or video
- **Points Bonus** (20 pts)
  - Use of the 3DEXPERIENCE platform
  - Posting the Project on the “Student community | play the experience” SwYm community

The total cumulative score cannot exceed 100 points.

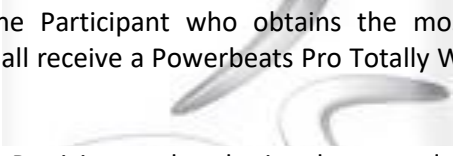
The list of winners will be announced on July 8<sup>th</sup> at 5:00PM (time zone CET).

Winners will be rewarded with the prizes described in the “Prize Values” section of these Rules.

## ARTICLE 5: VALUE OF PRIZES

Competition winners will be rewarded as follows, depending on each Prize:

### 1. FAN VOTE Prize

- 
- ✓ Fan Vote Prize 1: The Participant who obtains the most votes for his/her Project on *POTY.edu.3ds.com* shall receive a Powerbeats Pro Totally Wireless Earbuds with a unit value of €249.95 inc. VAT;
  - ✓ Fan Vote Prize 2: The Participant who obtains the second most votes for his/her Project on *POTY.edu.3ds.com* shall receive a Jabra Elite 65t True Wireless with a unit value of €179.99 inc. VAT;
  - ✓ Fan Vote Prize 3: The Participant who obtains the third most votes for his/her Project on *POTY.edu.3ds.com* shall receive a Samsung T7 - 500go portable external SSD drive with a unit value of €139.99 inc. VAT;
  - ✓ Fan Vote Prize 4: The Participant who obtains the fourth most votes for his/her Project on *POTY.edu.3ds.com* shall receive a Roccat Kone Pro Air wireless mouse with a unit value of €129.99 inc. VAT;
  - ✓ Fan Vote Prize 5: The Participant who obtains the fifth most votes for his/her Project on *POTY.edu.3ds.com* shall receive a JBL GO 2 speaker with a unit value of €32.99 inc. VAT.

### 2. JURY VOTE PRIZE

The Participant who obtains the most votes for his/her Project on *POTY.edu.3ds.com* shall receive an iPad Mini with a unit value of €559 inc. VAT.

### 3. BRAND PRIZES



A jury composed of 3DS employees will select a winner from the Projects posted for each of the 3DS Brands:

- ✓ 3DEXPERIENCE Jury Prize : The Participant who obtains the highest score for his/her Project on *POTY.edu.3ds.com* shall receive a Microsoft Surface Go 3 with a unit value of €599 inc. VAT;
- ✓ 3DEXPERIENCE Jury Prize 2: The Participant who obtains the second highest score for his/her Project on *POTY.edu.3ds.com* shall receive an Apple Watch Series 7 with a unit value of €429 inc. VAT;
- ✓ 3DEXPERIENCE Jury Prize 3: The Participant who obtains the third highest score for his/her Project on *POTY.edu.3ds.com* shall receive a Nintendo Switch with a unit value of €292.90 inc. VAT;
- ✓ CATIA Jury Prize: The Participant who obtains the highest score for his/her Project on *POTY.edu.3ds.com* shall receive a JBL Flip 6 with a unit value of €159 inc. VAT;
- ✓ 3DEXCITE Jury Prize: The Participant who obtains the highest for his/her Project on *POTY.edu.3ds.com* shall receive a JBL Flip 6 with a unit value of €159 inc. VAT;
- ✓ SIMULIA Jury Prize: The Participant who obtains the highest score for his/her Project on *POTY.edu.3ds.com* shall receive a JBL Flip 6 with a unit value of €159 inc. VAT;
- ✓ SOLIDWORKS Jury Prize: The Participant who obtains the highest score for his/her Project on *POTY.edu.3ds.com* shall receive a JBL Flip 6 with a unit value of €159 inc. VAT;

If one of the Projects makes use of more than one of the 3DS solutions, the jury for the Brands in question will meet to jointly decide which solution under either of these Brands is the winner.

#### **4. INSTAGRAM Prize**

The Participant who obtains the most “likes” for his/her Project on *POTY.edu.3ds.com* shall receive a Fujifilm Instax Mini 40 + Films with a unit value of €139.89 inc. VAT.

#### **5. SUSTAINABILITY Prizes**

A jury composed of 3DS employees will select a winner from the Projects posted for each of the SUSTAINABILITY prize.

- ✓ SUSTAINABILITY Jury Prize 1: The Participant who obtains the highest score for his/her Project on *POTY.edu.3ds.com* shall receive a Xiaomi Mi Smart Compact Projector with a unit value of €599 inc. VAT;
- ✓ Sustainability Jury Prize 2: The Participant who obtains the highest score for his/her Project on *POTY.edu.3ds.com* shall receive a XDDesign P705251 backpack with a unit value of €229.95 inc. VAT;

- ✓ Sustainability Jury Prize 3: The Participant who obtains the third highest score for his/her Project on POTY.edu.3ds.com shall receive a Sunnybag SUNBOOSTER solar charger with a unit value of €99.89 inc. VAT;

The value of prizes as specified in these Rules cannot give rise to any contestation of any kind. The Promoter reserves the right, should an event beyond its control occur, in particular in connection with its suppliers or unforeseeable circumstances, to replace the original Prize announced with a Prize of equal value. Winners will be informed of any changes and waive in advance any claims in this respect.

## ARTICLE 6: MODALITIES OF ATTRIBUTION

The Promoter will close Participation in the Competition on June 28th at 11:59 PM (time zone CTE) (the "Closing date").

Within 14 Days of the Closing date, all Participants who have won a prize will be informed of their win by post & email. They will be asked to provide contact information & address, for the purpose of receiving their award.

Prizes will normally be awarded to the winners within 30 Days of the above contact information & address being sent out.

If a team wins a specific competition, the prize will be sent to the Team Leader.

If, after a period of 14 Days, any winner has not provided their postal address, or if they choose to forfeit their prize, said prizes will not be redistributed.

Participants, should they win, undertake to accept their Prize as offered. Prizes may not be exchanged or redeemed for cash, other goods or services of any kind, or transferred to a third person. Similarly, no claims for compensation will be accepted regarding the Prizes.

In the event that a winner should not wish or be in a position to accept all or part of their Prize, for any reason whatsoever, they will be deemed to have entirely forfeited the benefit of said Prize.

At the end of the Competition period, in the event that several Projects have received the exact same number of votes and are awarded the same place, the first of these Projects to have been posted, with the posting date serving as proof thereof, will be awarded the prize attributed to this place; the second Projects posted will be awarded the next place and Prize corresponding to that place, if it exists, and so on and so forth.

If a Project wins more than one Prize, it is only entitled to win the most valuable prize, except for the Fan Vote Prize and the Instagram Prize which can be cumulated with another one. The value of the prizes will be determined according to Article 5 of those Rules. In the event this occurs, the following prizes shall be distributed to the Participants who have been awarded the next place.

## ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS

**7.1** Participants undertake not to harm the brands, reputation and image of 3DS and its subsidiaries. In addition, each Participant acknowledges and agrees that all materials, data and content provided by 3DS, are the property of 3DS and its subsidiaries, and cannot be used by the Participants without 3DS prior authorization. All rights not expressly granted to the Participant under these Rules or in the conditions of use of the Promoter's website(s) are reserved.

**7.2** 3DS shall grant Participants who so wish, from April 15, 2022 to June 19<sup>th</sup> 2022, a free, non-exclusive and non-transferable licence to access and use the 3DS Platform (meaning the platform hosted by 3DS and made available to Participants, including information, documents and/or materials). The terms of this licence are available when registering for Project of the Year 2022 on [POTY.edu.3ds.com](http://POTY.edu.3ds.com).

3DS reserves the right to revoke unilaterally and without consideration this license if it considers that the use that is made is detrimental to its interest and/or in case of any breach by the Participants of their obligations under these Rules. Upon expiration of this license, Participants agree to cease all access and/or use of the Platform.

**7.3** Each Participant assigns to 3DS, without consideration, liability or reference, as and when they arise, all the rights that she/he may hold on the Project, as author, worldwide, for the entire duration of the rights as defined in French or foreign applicable Law, in international conventions in force, on all existing or future formats and media, notably physical, digital, analog or online (such as notably 3DS websites or social networks), in any form and in any language to any audience, directly or through any appointed third party, for all purposes, including the purposes of reproduction, representation, distribution, manufacturing, internal and external communication, marketing, information, promotion of 3DS activities, products or services.

The assigned rights include in particular the rights to:

- use, modify, adapt, assemble, edit and/or have used, modified, adapted, assembled, edited any models, designs, data or information contained in the Project in the development, use, marketing, storage, manufacturing, transfer, sale, lending, distribution, or deployment of any products and/or associated services, including physical representations and devices based on the Project by 3DS and/or a third party agreed by 3DS ,
- integrate and/or have integrated any models, designs, data or information contained in the Project into other projects,
- feature and/or have featured the Project and all its content for promotional purposes in websites or on any existing or future media, notably physical, digital, analog or online, in any form and in any language.

**7.4** Each Participant in the Competition represent and warrants that he/she holds, and/or has obtained from any other person who has contributed to the Projects, all rights necessary to grant the Promoter the rights described above on the Projects entered as part of this Competition, and that said Projects violate no third-party rights, notably copyright.

In any event, the Promoter remains free to make use or not make use of the Participant's Projects.

## ARTICLE 8: PERSONAL DATA

**8.1** In order to enter the Competition, all Participants must provide personal details such as name, emails, school name, country of residence (hereinafter “Personal Data”).

Said Personal Data are collected and processed by the Promoter solely for the purpose of managing and promoting the Competition. Participant authorize the Organizer to reuse the Personal Data collected for the Competition in order to promote the following edition of the said Competition. The Promoter’s policy on privacy and the use of Personal Data is available at the following address: <http://edu.3ds.com/legal/privacy-policy/>. This policy will apply to each use, collection and processing of Personal Data in connection with this Competition. As a result, Participants explicitly consent to the collection and processing of Personal Data for the purposes mentioned above.

**8.2** Any Personal Data collected in the context of the Competition will be processed in accordance with the General Data Protection Regulation (EU) 2016/679 (hereinafter “GDPR”)

Personal Data may be collected through the Promoter’s Website(s), INSTAGRAM social media platforms used in connection with the Competition, and subsequently disclosed and used by a 3DS subsidiary for the purposes set out in this article. The Promoter may transfer all or part of the Participants’ Personal Data outside the European Union, provided that prior to the transfer of such Personal Data, it has verified that all entities (including subsidiaries of 3DS) receiving such Personal Data and non-European entities offer sufficient security guarantees and adequate levels of protection, in accordance with all applicable laws.

**8.3** Participants in the Competition are entitled to access their Personal Data, and have a right to request correction, update or deletion thereof.

Participants also have the right to obtain a copy of Personal Data about them held by the Promoter. Participants may exercise their rights of access to and correction of Personal Data by writing to: [3DS.Compliance-Privacy@3ds.com](mailto:3DS.Compliance-Privacy@3ds.com) or directly through any social media platforms FACEBOOK, INSTAGRAM, TWITTER involved.

## ARTICLE 9: IMAGE RIGHTS – PERSONALITY ATTRIBUTES

Through their participation in the Competition, Participants grant the Promoter permission, without such permission conferring any rights to any form of compensation, benefits or any other rights, to use, reproduce, represent, display, disseminate, publish and adapt on any media by means of a mounting, directly or through a third party authorized to do so by the Promoter, in whole or part of their last names, first names, and/or image, for communication and/or promotional and/or internal or external marketing purposes, provided that they have communicated them as part of the Competition under the following conditions:

- ✓ on any medium and material, including in particular print, audio-visual, digital or electronic, whether existing (press, internet, posters, etc.) or future;
- ✓ by all means and in all formats;
- ✓ for all modes of exploitation known or unknown to date, including, but not limited to, dissemination via the Internet (in particular via websites and social networks);

- ✓ worldwide;
- ✓ for a period of five (5) years following the Competition start date;

Participants acknowledge that any content created and/or operated in accordance with this authorization will not require any other approval by the Participants.

The Participations waive any action or recourse against the Promoter in relation to any content created and/or exploited in accordance with this authorisation.

The Participants acknowledge that this authorisation is enforceable against their legal successors.

Should a Participant object to one or more uses of their last name, first name and image under the above-mentioned conditions, they must make themselves known to the Promoter by sending an e-mail to the following address: [3DSAcademy.team@3ds.com](mailto:3DSAcademy.team@3ds.com) with the subject line "Project of the Year 2022 COMPETITION".

## ARTICLE 10: ACCEPTANCE OF THE RULES

Participation in the Competition implies express and unreserved acceptance of these Rules, of ethical rules in force on the Internet, of the terms and conditions of use of the Promoter's website(s) used by Participants to enter the Competition as may be required, as well as all applicable laws and regulations in force, particularly with respect to games and lotteries.

The Promoter reserves the right, should circumstances require, to modify, prolong, shorten, suspend, defer or cancel the Competition, and to take any measures deemed necessary for the application and interpretation of these Rules.

As a result, any violation of the foregoing and of these Rules, incomplete or erroneous entry form, fraud or attempted fraud, false or inaccurate statement, or other violation of any other applicable provisions will disqualify the Participant and forfeit any right to a Prize. Any cheating or attempted cheating will result in the exclusion of the offending Participant or any other sanction that the Promoter will deem appropriate to the violation of the Rules.

The Promoter will thoroughly investigate any action that may be deemed cheating, or akin to cheating, including unauthorized means of increasing the Participant's chances of winning a prize, notably by using the services of specialized companies. For instance, Participants who create multiple FACEBOOK accounts under false names and with false email addresses to obtain votes for their Project and thus increase their chances of winning one of the Prizes may be excluded from the Competition and will forfeit any Prize they may have won.

The Promoter alone shall be competent to independently judge, based on evidence gathered; any suspected fraud, cheating or violation of these Rules. The Promoter reserves the right to take all appropriate measures to ascertain full compliance with these Rules.

The Promoter reserves the right to disqualify Participants and delete any Projects published and comments posted on social media or websites concerned should they be deemed:

- ✓ manifestly offensive;
- ✓ manifestly unlawful or unconstitutional in nature;
- ✓ pornographic, paedophile, racist or xenophobic in nature;
- ✓ defamatory or likely to harm the image, privacy, honour, reputation and/or consideration of any natural or legal person in any way whatsoever;
- ✓ to promote crime, hatred, violence, suicide;
- ✓ to be accompanied by (and/or contain) slanderous, denigrating, insulting, offensive, abusive, defamatory, injurious statements prejudicial to the honour and/or consideration of persons;
- ✓ in violation of public law and order;
- ✓ to contravene moral standards;
- ✓ to fail to comply with applicable laws and regulations.

This list is not exhaustive.

## ARTICLE 11: LIABILITY

The Promoter cannot be held liable for any lost or undelivered communications.

Furthermore, the Promoter reserves the right, in the event of fraud, to take legal action in any competent court against any Participant or winner deemed to have committed said fraud.

The Promoter cannot be held liable if, due to force majeure or any event beyond its control, the Competition should be cancelled, extended, shortened, deferred or modified. Likewise, the Promoter cannot be held liable, and no action may be taken against it, in the event of cases of force majeure (strikes, weather, etc.) which partially or totally deprive Participants of the possibility to enter the Competition and/or deprive winners of their prizes.

No answer will be given by telephone or in writing concerning the interpretation or application of these Rules, or of the mechanisms or procedures of the Competition, nor the list of winners.

The Promoter accepts no responsibility in the event of any incident and/or accident that may occur as a result of the use or enjoyment of the Prize and/or through its improper use by the winners (it should be noted that any insurance obligations are the winner's responsibility).

The Promoter may under no circumstances be held liable for any incidents arising from the use of Prizes once the winners have taken possession of them. Likewise, the Promoter cannot be held liable for the loss or theft of Prizes after the beneficiaries have taken possession of them.

The Promoter shall not be liable for any direct or indirect damage, whatever its cause, origin, nature or consequences, even if it has been informed of the possibility of such damage occurring due to:

- Malfunction of the Internet or computer equipment (hardware and/or software and/or databases and/or data) of a Participant or, more generally, to any other problem related to telecommunications networks, resources and services, computers (online or offline), servers, Internet access and/or hosting providers, computer equipment or software, databases and data of any kind;

- Any person accessing the Promoter's Website(s) or official pages on social media platforms: INSTAGRAM or inability to access them;
- Use or inability to use the Promoter's Website(s), including any damage or viruses that may infect the Participant's and/or Promoter's computer hardware or any other equipment.

The Promoter shall not be bound by the foregoing, and Participants shall therefore not be entitled to any compensation or indemnity of any kind whatsoever

Any claims or complaints arising from the Competition (i) must be made in writing to Dassault Systèmes, 10, rue Marcel Dassault - 78496 Vélizy Villacoublay Cedex - FRANCE and (ii) shall not be considered if sent more than thirty (30) days after the Closing date of the Competition.

## ARTICLE 12: RULES

These Rules may be consulted at the following address: [POTY.edu.3ds.com](http://POTY.edu.3ds.com).

A hard copy of these Rules can be sent by post free of charge to any person requesting this at the following address: Connor WARD, 10 Rue Marcel Dassault, 78140 Vélizy-Villacoublay.

Each Participant can only be sent one copy of the Rules. Postage used to request a copy of the Rules will be refunded at current second-class rates upon request (one refund per Participant). Please send your request to: Connor WARD, 10 Rue Marcel Dassault, 78140 Vélizy-Villacoublay

The Promoter reserves the right to modify these Rules at any time in the form of an amendment made in compliance with conditions stated and published on line at [POTY.edu.3ds.com](http://POTY.edu.3ds.com).

These Rules remain the property of the Promoter. To this end, any reproduction, representation and use of all or part thereof is strictly prohibited.

## ARTICLE 13: APPLICABLE LAWS – ASSIGNMENT OF JURISDICTION

All Participants are subject to the laws of France, in particular to French regulations in force relating to competitions.

Any claims must be addressed in writing to the Promoter's registered offices, as specified in the preamble to these Rules, within thirty (30) days after the Closing date of the Competition, to the exclusion of any other method. After this date, no claims will be accepted.

Any dispute arising during the Competition period will be the subject of an attempt to reach an amicable settlement between Promoter and Participant. Failing agreement, the dispute will be submitted to the competent courts in accordance with the provisions of the French Code of Civil Procedure.

These Rules are provided in English and may be provided, for informational purposes only, in a language other than English. The English version shall be the only binding and enforceable version of this Rules.

(Rules edited by Dassault Systèmes on May 30<sup>th</sup> 2022)