"PROJECT OF THE YEAR 2021" 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 2021" (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
- Students under the age of 16 years.

Minors wishing to enter the Competition must obtain prior written permission from their parent(s)/guardian(s). The Promoter reserves the right to request proof of consent at any time; failure to provide justification may result in disqualification. Any minor entering the Competition does so under the full responsibility of their parent(s)/guardian(s).

A parental permission template can be downloaded here <u>https://cloud.academy.3ds.com/ifw/Parental_Authorization_en.pdf</u>. It must be filled out and emailed to <u>Support.3DSAcademy@3ds.com</u>.

Any student is allowed to enter given the restrictions listed above. If a person meets all the requirements to participate they can enter either individually or in a team. If they would like to be a part of the team, they must designate someone as the team leader (the "Team Leader"). The Team Leader must meet all the requirements to participate and be over the age of 18. 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 on behalf of the Team.

No purchase or payment is required to enter the Competition; Participants must have a computer with Internet access, and access to Dassault Systèmes solutions whose license can freely be requested for the purpose of the Competition through <u>POTY.edu.3ds.com</u>.

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 or penalties that could be imposed by any governmental authority.

ARTICLE 2: DURATION OF THE COMPETITION

The Competition will extend from April 22nd at 12AM (time zone CET) to July 9th 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 22nd at 12 AM to May 4th at 12AM. During this phase Participants can request access to a license which will allow them to use the **3D**EXPERIENCE platform to design their solutions.
- The second phase is the submission phase which will run from May 4th at 12AM to June 13th 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. It runs from June 14th to June 25th. During this phase Participants can no longer submit their projects and the voting will commence as define by the criteria listed in section 4.

ARTICLE 3: MODALITIES OF THE COMPETITION

3.1 This contest is administered by SweepstakesPros LLC, P.O. Box 3222, Saratoga, CA, 95070, USA. SweepstakesPros LLC is administering the contest and 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 2021 is a Competition where the goal is to have students from around the globe create any design of their choosing, within reason, with Dassault Systèmes solutions. The students who would like to participate in the Competition for a prize must go to the website https://poty.edu.3ds.com

to fill out the entry form and submit all materials related to their project (solutions used, photos, description, email, and name). Once this information is submitted, the student is officially registered in the Competition. These categories are listed below.

3.3 The Participants will use the website to submit their Projects. Participants must post their Projects, present them, and fill out an entry form at the following address: <u>https://poty.edu.3ds.com</u>.

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
 - o CATIA BRAND Prize
 - SIMULIA BRAND Prize
 - SOLIDWORKS BRAND Prize
 - o 3DEXPERIENCE BRAND Prize
- BONUS Prizes
 - o JURY Vote Prize
 - o FAN Vote Prize
 - SUSTAINABILITY Prize
- INSTAGRAM Prize

The Participant must use one of the following Dassault Systèmes solutions: CATIA, SOLIDWORKS, SIMULIA, or the **3D**EXPERIENCE platform. The Participant shall create his project on one or multiple of these solutions then submit it for the respective categories based on the solution he 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, they are automatically entered for these Prizes. For example if the Participant's design is deemed sustainable by the Sustainability Jury according to the criteria detailed in Article 4, they have a chance to win the sustainability prize.

Participants are also able to enter into the Instagram category by reposting their project on Instagram and tagging the @3dxedu Instagram account, according to the modalities below (3.4).

3.4 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.

For the Instagram Prize, Participants must hold a valid INSTAGRAM account through which they can be easily identified by the Promoter who must be able to visualize the proposed 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 Dassault Systèmes does not have access).

In order to enter the Instagram Competition, Participants must post their Projects, present them, and fill out an entry form at the following address: <u>https://academy.3ds.com/poty2020.</u>

Participants may not post their Project on Instagram before it has been posted on the Site. Once the Project has been posted on the Site, they can post it on Instagram by directly identifying the @3DXEdu account on the post image. The @3DXEdu account will then repost it on its official account; the Participant will be identified in the post and in the comments if the Project is deemed relevant and eligible to enter.

ARTICLE 4: SELECTION OF WINNERS

Participants will be rewarded with prizes in the following conditions:

At the end of the Competition, the 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 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 will be selected by the general Jury composed of Dassault Systèmes employees based on the following criteria:

- Innovation (20 points)
 - Originality and creativity of the Project
 - o 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
 - o 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 **3D**EXPERIENCE platform
 - Post project in **3D**EXPERIENCE Edu | Students SwYm community

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

3 CATIA BRAND Prize

One project will be selected by the CATIA Jury composed of Dassault Systèmes 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 **3D**EXPERIENCE platform
 - Post project in <u>3DEXPERIENCE Edu | Students SwYm community</u>

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

4 SIMULIA BRAND Prize

One project will be selected by the SIMULIA Jury composed of Dassault Systèmes 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)
 - $\circ~$ 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
 - \circ $\;$ The Project arouses the interest of other groups or makes them want to contribute to it
- Bonus Points (20 pts)
 - Use of **3D**EXPERIENCE platform

o Post project in <u>3DEXPERIENCE Edu | Students SwYm community</u>

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

5 SOLIDWORKS BRAND Prize

One project will be selected by the SOLIDWORKS Jury composed of Dassault Systèmes 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 **3D**EXPERIENCE platform
 - o Post project in **3DEXPERIENCE Edu | Students SwYm community**

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

6 3DEXPERIENCE BRAND Prizes

Three projects will be selected by the **3D**EXPERIENCE Jury composed of Dassault Systèmes employees based on the following criteria:

- Innovation (20 pts)
 - Originality and creativity of the Project
 - Innovative design
- Design (30 pts)
 - Multidisciplinary nature of the Project
 - Quality and complexity of the model(s)
- Collaboration (20 pts)
 - Number of Participants/collaborators
 - o Teamwork
 - Time spent on project
- Sustainability (15 pts)
 - Positive impact on the environment i.e. materials, energy, etc.
- **Pitch** (Project presentation) (15 pts)

- Description and screenshot(s) of the rendered Project
- Rendering visual quality
- \circ ~ Interactive explanation or video of the project
- Bonus Points (20 pts)
 - Use of 3DEXPERIENCE platform
 - Post project in <u>3DEXPERIENCE Edu | Students SwYm community</u>

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

7 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.

8 SUSTAINABILITY Prize

Three projects will be selected by the Sustainability Jury composed of Dassault Systèmes 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 **3D**EXPERIENCE 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 9th at 5 PM (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 their projects on POTY.edu.3ds.com shall receive an Apple iPad 2018 32 Gb with a unit value of €359 inc. VAT;
- ✓ Fan Vote Prize 2: The Participant who obtains the second most votes for their projects on POTY.edu.3ds.com shall receive a Bose Quiet Comfort 35II headphones with a unit value of €349 inc. VAT;
- ✓ Fan Vote Prize 3: The Participant who obtains the third most votes for their projects on POTY.edu.3ds.com shall receive a Nintendo Switch + Joy-Con Neon Blue-Red system with a unit value of €313.23 inc. VAT;
- ✓ Fan Vote Prize 4: The Participant who obtains the fourth most votes for their projects on POTY.edu.3ds.com shall receive a Ultimate Ears Megablast with Alexa speaker with a unit value of €149 inc. VAT;
- ✓ Fan Vote Prize 5: The Participant who obtains the fifth most votes for their projects on POTY.edu.3ds.com shall receive a Logitech Gaming G502 Lightspeed wireless mouse with a unit value of €149.99 inc. VAT.

2. JURY VOTE PRIZE

The Participant who obtains the most votes for their projects on POTY.edu.3ds.com shall receive a Panasonic Lumix DMC-GF7 12-32/3.5-5.6 Lumix G Vario with a unit value of €379 inc. VAT.

3. BRAND PRIZES

A jury composed of Dassault Systèmes staff members will select a winner from the Projects posted for each of the Dassault Systèmes Brands.

- ✓ 3DEXPERIENCE Jury Prize : The Participant who obtains the highest score for their projects on POTY.edu.3ds.com shall receive an Apple iPad 2020 Air 64 Gb with a unit value of €669 inc. VAT;
- ✓ 3DEXPERIENCE Jury Prize 2: The Participant who obtains the second highest score for their projects on POTY.edu.3ds.com shall receive a DJI Osmo Action camera with a unit value of €379 inc. VAT;
- ✓ 3DEXPERIENCE Jury Prize 3: The Participant who obtains the third highest score for their projects on POTY.edu.3ds.com shall receive a DJI Osmo Action camera with a unit value of €379 inc. VAT;

- ✓ CATIA Jury Prize: The Participant who obtains the highest score for their projects on POTY.edu.3ds.com shall receive a Panasonic Lumix DMC-GF7 12-32/3.5-5.6 Lumix G Vario with a unit value of €379 inc. VAT;
- ✓ SIMULIA Jury Prize: The Participant who obtains the highest score for their projects on POTY.edu.3ds.com shall receive a Panasonic Lumix DMC-GF7 12-32/3.5-5.6 Lumix G Vario with a unit value of €379 inc. VAT;
- ✓ SOLIDWORKS Jury Prize: The Participant who obtains the highest score for their projects on POTY.edu.3ds.com shall receive a Panasonic Lumix DMC-GF7 12-32/3.5-5.6 Lumix G Vario with a unit value of €379 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 their projects on POTY.edu.3ds.com shall receive a DJI Osmo Mobile 2 handheld smartphone gimbal with a unit value of €151 inc. VAT.

5. Sustainability Prizes

A jury composed of Dassault Systèmes staff members 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 their projects on POTY.edu.3ds.com shall receive a Xiaomi Mi Electric Scooter with a unit value of €529 inc. VAT;
- ✓ Sustainability Jury Prize 2: The Participant who obtains the second highest score for their projects on POTY.edu.3ds.com shall receive a House of Marley Get Together Portable Bluetooth Speaker with a unit value of €132 inc. VAT;
- ✓ Sustainability Jury Prize 3: The Participant who obtains the third highest score for their projects on POTY.edu.3ds.com shall receive a XDDesign P705251 backpack with a unit value of €185 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 25th 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 must individually accept the Promoter's conditions relating to intellectual property rights, as available at the following address: <u>POTY.edu.3ds.com</u>

7.2 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.

7.3 3DS shall grant Participants who so wish, from April 22, 2021 to June 13th, 2021, 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 2021 on <u>POTY.edu.3ds.com</u>.

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.

7.4 Each Participant grants 3DS an exclusive, royalty-free, transferable and sub-licensable licence on the Projects entered, to publish, represent, reproduce, expose, transmit, disseminate, digitize, display, translate, adapt, distribute or use and to make publish, represent, reproduce, expose, transmit, disseminate, digitize, display, translate, adapt, distribute or use said Projects submitted in any manner, form or format whatsoever, in whole or in part, in any media, existing or future, for communication and/or promotional and/or internal or external marketing purposes during the term of legal protection of said Projects and for the whole world.

7.5 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: <u>3DS.Compliance-Privacy@3ds.com</u> 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.

D

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 abovementioned conditions, they must make themselves known to the Promoter by sending an e-mail to the following address: <u>3DSAcademy.team@3ds.com</u> with the subject line "Project of the Year 2021 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 deemed 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: <u>POTY.edu.3ds.com</u>.

A hard copy of these Rules can be sent by post free of charge to any person requesting this at the following address: Wei Li CRAWFORD, 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: Wei Li CRAWFORD, 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 <u>POTY.edu.3ds.com</u>.

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.



AMENDMENT 1 TO THE COMPETITION RULES OF THE "PROJECT OF THE YEAR 2021" CHALLENGE

Dassault Systèmes, Société Européenne, headquartered at 10, rue Marcel Dassault - CS 40501 - 78496 Vélizy Villacoublay Cedex - France (the "Organizer" or "3DS"), is organizing a competition entitled "Project of the Year 2021" (hereinafter the "Competition").

ARTICLE 1: DEFINITION

All terms with a capital initial, unless otherwise defined below, shall have the meaning set forth in the Competition rules.

ARTICLE 2: MODIFIED TERMS

This Amendment (the "Amendment") aims to modify the website in article 3.4 from "<u>https://academy.3ds.com/poty2020</u>" to the following website "<u>https://poty.edu.3ds.com</u>"

Thus, the reference to "<u>https://academy.3ds.com/poty2020"</u> made in Article 3.4 is deleted and replaced by the following website: <u>https://poty.edu.3ds.com</u>

ARTICLE 3: MISCELLANEOUS

This Amendment comes into force from its publication on the following website:

https://poty.edu.3ds.com/rules/en_US/

In accordance with the complete Rules of the Competition, this Amendment is subject to French law.

All other provisions of the Competition not affected by this Amendment remain in force and applicable.