

SOLIDWORKS xChallenge 2019 Official Rules (the "Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

MAKING A PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR TEAM'S CHANCES OF
WINNING.

CONTEST IS, AND ENTRANT IS PARTICIPATING IN, A STRICTLY UNITED STATES-BASED CONTEST. VOID ELSEWHERE AND WHERE PROHIBITED.

- 1. **Eligibility**: SOLIDWORKS xChallenge 2019 (the "Contest") is open only to eligible FIRST® Robotics Competition teams ("Teams") that meet all the following criteria:
 - a. To enter, Teams must be registered for the 2019/2020 FIRST® Robotics competition season prior to the beginning of the Contest Period (defined below).
 - b. Each team must be registered as a 501(c)(3) non-profit organization or sponsored by a 501(c)(3) non-profit organization.
 - c. Teams, and their members, must be located in one of the 50 United States or the District of Columbia (the "Territory").
 - d. To participate, team members must be students 14 years old or older ("Team Members").
 - e. Each Team must have a minimum of five (5) eligible Team Members and one (1) "Team Mentor". Please note: The Team Mentor need not be a Team Member. Any adult who is not ineligible under these Official Rules may act as the Team Mentor.
 - f. A Team Member cannot be a member of more than one Team and cannot switch Teams after registering.

Dassault Systemes SolidWorks Corporation ("Sponsor"); SweepstakesPros ("Contest Administrator"); their respective parents, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors and licensees; and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Contest and each of their respective officers, directors, employees, representatives and agents (collectively, "Contest Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) are not eligible to participate. By participating in this Contest, entrants (and their parents or legal guardians if entrants are deemed minors in the jurisdictions in which they reside) agree to abide by and be bound by these Official Rules and decisions of the independent Contest Administrator, which shall be final in all matters relating to the Contest, including but not limited to validation of the judging process. Other eligibility requirements and conditions of participation are set forth below. If a Team Member is a minor, s/he must have the consent of a parent or legal quardian to participate in the Contest. Sponsor or Contest Administrator may require proof of consent at any time and in any manner that s/he deems appropriate.

- 2. **Contest Period**: The Contest begins at 12:00 a.m. Eastern Time ("ET") on November 4, 2019 and ends at 11:59 p.m. ET on December 16, 2019 (the "Contest Period").
- 3. **How to Enter**: Complete the following steps, during the Contest Period, to register and to submit an entry into the Contest:
 - a. Register & Setup for the Contest
 - i. During the Contest Period, Team Members and Team Mentors must register for the Contest by visiting xchallenge.solidworks.com (the "Website"), clicking on the link for



- the official registration form, completing the form and submitting to register for the Contest (parents/legal guardians of Team Members who are minors in their state of residence must register on behalf of their child). Follow the on-screen directions and complete all required fields on the form to register.
- ii. Sponsor's representative will email each registered Team Member instructions and give access to the 3DEXPERIENCE Platform, xDesign, xShape software apps and the "SOLIDWORKS xChallenge community." Eligible Team Members will have free access to the software for one (1) year starting from the day they register. Teams will not be eligible to submit their entries unless the Sponsor receives completed online registrations for at least five (5) Team Members on each Team.
- iii. Each Team Mentor must log into the **3D**EXPERIENCE platform, create a Collaborative Space (a "Collaborative Space"), and invite their Team Members. Please note that during the submission phase, you will have to invite abi9@3ds.com (the SOLIDWORKS "xChallenge Administrator") to your Collaborative Space." Team members may register on the Website any time during the Contest Period (November 4, 2019 through December 16, 2019).

b. Create a Design

i. Objective: Each Team must create an original personal flying machine design using only SOLIDWORKS xDesign and/or xShape adhering to all the Submission Requirements below (each Team's "Design"). Each Team's Design must be created solely by the Team Members using only xDesign and/or xShape. Designs must be owned solely by the applicable Team and must be the original work of the Team Members.

c. Submit an Entry

- i. Prior to submitting an entry, compress the following files into a single .zip or .rar file of no more than 300 MB in size (the "Compressed Design File"). This Compressed Design File must contain up to three presentation sheets (in PDF or JPEG format). While teams are encouraged to be creative with the composition of these three sheets, teams must show the FRONT, SIDE, TOP and ISOMETRIC/ PERSPECTIVE views of their model in at least one of the presentation sheets. We love creativity. Use your imagination here to increase your chances of winning one of the prizes (see judging criteria in Rule 5, below).
- ii. Upon completion of a Team's Design and prior to the end of the Contest Period, each Team Mentor must visit the Website, locate the official entry form, follow the onscreen directions, complete all required fields and submit the following to enter their Team's Design in the Contest:
 - 1. Provide the Team's answers to the following (the "Story"):
 - a) Give an explanation of your design. (Max 500 words.)
 - b) Explain the story behind your design inspiration. (Max 500 words.)
 - Describe how your team used xDesign and/or xShape to create your design. (Max. 500 words.)
 - 2. Upload the Compressed Design File.
- d. **Post About your Design**, learning and your experience using SOLIDWORKS xDesign and/or xShape (posts may also include pictures and/or videos of your Team Members with their permission (or their parents or legal guardians permission if Team Members are deemed minors in the jurisdictions in which they reside) to the online 3DEXPERIENCE



Community called SOLIDWORKS xChallenge Community (the "Community") (each a "Post"). All posts to the community must include two 6Wtags in the body: #[TeamNumber] (such as #1234), set under "WHO" and #ContestEntry, set under "WHAT." Each Team Member will be sent an invitation by the xChallenge Administrator with instructions on how to join this Community. There is no limit to the number of Posts each Team may make, but each post must be unique and relevant to the Contest, and must contain the required hashtag. Posts will factor into the judging of Entries (see Judging Criteria, below).

These processes, when properly completed, will constitute your Team's "Entry" into the Contest. Entries must follow the submission requirements set forth below and comply in all respects with these Official Rules. All Entries are subject to a review by Contest Administrator and Sponsor prior to posting online.

By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth below and with all of these Official Rules, and agree that the Contest Administrator, in its sole discretion, may remove your Entry and disqualify you from the Contest if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way. **LIMIT OF ONE (1) ENTRY PER TEAM**.

4. Conditions of Submission:

- a. **Theme**: Each Team must create an original personal flying machine design using only SOLIDWORKS xDesign and/or xShape.
- Additional Conditions of Submission: All Entries must be in English. Any Entry and/or Post which Contest Administrator or Sponsor, in their sole opinion, deems to be inappropriate for publication or inclusion in this Contest will not be considered or displayed and the corresponding Team Member or Team Mentor (and potentially the entire Team, at the discretion of the Contest Administrator and Sponsor) will be disqualified. Entry cannot, in the opinion of the Contest Administrator or Sponsor: (i) be sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contain copyrighted materials owned by others (including photographs, music, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) except for incidental usage, as determined solely by Contest Administrator, contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission; (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (ix) depict or be in violation of any law.

By submitting an Entry each Team, Team Mentor and Team Member (which, for purposes of these Official Rules, shall include the Team Member's parent[s] or legal guardian if such Team Member is deemed a minor in the jurisdiction in which s/he resides) represents and warrants that: (i) Entry is the sole and exclusive property of the Team; (ii) the Entry is an original creation of the Team; (iii) Team owns or otherwise has rights to use all elements of the Entry; (iv) the Entry has not been copied in whole or in part from any other work; (v) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light); (vi) the participants depicted in the Entry or in any Post (if any) have given written consent to its submission into the Contest and use as contemplated by these



Official Rules and Team can supply proof of permission if requested by Contest Administrator or Sponsor; (vii) the Entry has not been previously published; and (viii) publication of the Entry via various media, including web posting, will not infringe on the rights of any third party. Each entrant will indemnify and hold harmless the Contest Parties from and against any claims to the contrary.

BY SUBMITTING AN ENTRY, EACH TEAM, TEAM MENTOR AND TEAM MEMBER (ACKNOWLEDGES THAT THE TEAM'S ENTRY MAY BE POSTED ONLINE AND ON SPONSOR'S WEBSITES, IN SPONSOR'S SOLE DISCRETION. Posting of an Entry is not an indication that the Entry has won a prize or is otherwise eligible for a prize.

By submitting an Entry or otherwise entering the Contest, and to the maximum extent permitted by law, each Team, Team Mentor and Team Member:

- acknowledges and agrees that such Entry will be the property of Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor authorizes) for any purpose without any kind of payment to the Team, Team Mentor or any Team Member, now or in the future. Further, Sponsor (or anyone Sponsor authorizes) may produce, market, sell or otherwise distribute products based on (in whole or in part) the Team's Entry;
- irrevocably and forever grants and assigns to Sponsor all worldwide right, title, and interest in and to the Team's Entry (and all works derived from it) as well as all intellectual property the Team creates by participating in the Contest;
- expressly waives all rights to review or approve any use that Sponsor makes of the Team's Entry in accordance with these Official Rules;
- agrees to waive all rights of attribution and integrity if the Team's Entry is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Entry;
- agrees that the Team's Entry is gratuitous, unsolicited and without restriction, and will
 not place Sponsor under any obligations other than those contained in these Official
 Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a nonconfidential basis to anyone or otherwise use the ideas therein without any
 compensation to such Team, Team Mentor or Team Member;
- acknowledges and agrees that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Team, Team Mentor or Team Member.
 Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them online.
- understands and acknowledges that s/he or it will not now or in the future be paid or compensated in any way for the Team's Entry or for granting the Sponsor any of the rights set out in these Official Rules; and
- acknowledges that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Contest Administrator and Sponsor reserve the right, in the reasonable discretion of each, during or upon completion of the Contest Period, to request that any Team resubmit its Entry prior to the judging period.

5. **Winner Judging**: All eligible Entries received during the Contest Period will be judged by qualified judges, under the supervision of Contest Administrator, an independent judging organization, on the basis of the following criteria (individually, "Judging Criterion" and collectively, the "Judging Criteria"):



- a. Creativity of Design and Ideas (34%): Teams must create a Story behind their design inspiration as set forth in Rule 3.c.ii.1. How unique and well thought out is their Design and Story?
- b. **Community Usage (34%):** How often does the Team use the 3DEXPERIENCE Community? Is the Team providing valuable and positive contributions to the Community?
- c. **Complexity of Design (33%):** Teams must use xDesign and/or xShape to build a flying machine as described in the Theme.

Any Entry that scores zero (0) in two (2) or more Judging Criteria shall be disqualified. A minimum total score of 70% is required to win a First Prize. The Team whose Entry achieves the highest total score, across all Judging Criteria, and receives at least a 70 total score, shall be deemed the First Prize winner. The Team whose Entry receives the next-highest total score shall be deemed the Second Prize winner. The Team whose Entry receives the next-highest total score shall be deemed the Third Prize winner. The fifty (50) Teams whose Entries receive the next-highest total scores will be deemed the Runner-up Prize winners. Winners are subject to verification of eligibility and compliance with these Official Rules.

In the event of a tie at any prize level, the tied Entries will be re-judged by the judges using the same Judging Criteria. If there is a subsequent tie, tie breaker will be based upon the highest score in the first Judging Criterion, "Creativity of Design and Ideas", continuing thereafter to each Judging Criterion in order, as needed, to break the tie. Winners will be announced on or about January 3, 2020.

Prizes and Approximate Retail Values ("ARV"): Three (1) First Prize will be awarded consisting of \$10,000 awarded in the form of a check to the winning Team*. One (1) Second Prize Winner consisting of \$5,000 awarded in the form of a check to the winning Team*. One (1) Third Prize Winner consisting of \$3,000 awarded in the form of a check to the winning Team*. Fifty (50) Runner-up Prize Winners consisting of \$500 awarded in the form of a check to each winning Team*. Total ARV of all prizes in this Contest is \$43,000. Prizes must be accepted as awarded. Distribution and use of each prize is the responsibility of each winning Team. For all prizes, checks will be issued to each winning Team if a Team is registered as a 501(c)(3) non-profit organization; otherwise, the check will be issued to the Team's sponsoring 501(c)(3) non-profit organization. No substitution or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. All federal, state and local taxes on prizes are the sole responsibility of the winners. Arrangements for delivery of prizes will be made after winner validation. LIMIT ONE (1) PRIZE PER TEAM. Prizes will be awarded only to addresses within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, unclaimed prizes may not be awarded.

- 6. Entrant Verification: In the event of a dispute regarding the identity of the Team and/or Team Mentor submitting an Entry, the Entry will be declared made by the Team and/or Team Mentor in whose name Entry was made, as determined solely by the Contest Administrator. The Contest Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Contest Administrator) for any reason the Contest Administrator deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Contest Administrator within the timeline specified by the Contest Administrator may result in disqualification by the Contest Administrator, in its sole discretion.
- 7. **Disqualification**: Entries which are incomplete, incorrect, incomprehensible, not received in a timely manner or not received at all, or which do not otherwise comply with these Official Rules (as determined by the Contest Administrator in its sole and absolute discretion) will be void and will not be judged. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Contest and may result in disqualification of the Entries and the responsible Team, Team Mentor and Team Members. Contest Administrator reserves the right, in its sole and absolute discretion, to



- disqualify any Team, Team Mentor or Team Member who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
- 8. **Notification & Validation of Winners**: Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and winning Teams, Team Mentors and/or Team Members (and/or his/her parent/legal guardian if a Team Member is a minor)may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winning Team, Team Mentor and/or Team Member is ineligible or not in compliance with these Official Rules, as determined by the Contest Administrator, in its sole and absolute discretion, may result in disqualification of Team and forfeiture of the corresponding prize. No alternate winner will be chosen, except at Sponsor's discretion.
- 9. Limitations: Contest Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, nondelivered, or not received by Sponsor or Contest Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of the Website, any Contest-related tools, phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Contest Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (vii) incorrect or inaccurate Entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (viii) any typographical or other error in any printing or advertising related to the Contest, in the administration or execution of the Contest, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in this Contest; or (ix) cheating or fraud by any Team, Team Mentor or Team Member. All incomplete or non-conforming Entries (as determined by the Contest Administrator in its sole and absolute discretion) will be disqualified.
- 10. Modification, Suspension and Termination: If for any reason this Contest cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, social media mandate, or any other causes beyond the control of Sponsor or Contest Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Contest, or if this Contest is compromised or becomes corrupted in any way, electronically or otherwise, Contest Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Contest. If the Contest is terminated before the stated end date of the Contest Period, the Contest judges may select the winners from among all applicable eligible, non-suspect Entries received as of the time/date of termination using the Judging Criteria listed in these Official Rules.
- 11. Releases: By participating in this Contest, each Team, Team Mentor and Team Member (and Team Member's parents/legal guardians if Team Member is a minor) agrees: (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Contest Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Contest or the acceptance, possession, use or misuse of any prize received in this Contest or the use of any Entry or portion thereof; and (c) to the extent allowed by applicable law, to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR



- INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO EACH TEAM, TEAM MENTOR AND/OR TEAM MEMBER.
- 12. **Publicity**: Except where prohibited, participation in the Contest constitutes each Team's, Team Mentor's and Team Member's (and Team Member's parents/legal guardians if Team Member is a minor) permission for the Sponsor and its agencies to use such Team's, Team Mentor's or Team Member's names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
- 13. **Privacy**: The personal information collected through this Contest is subject to Sponsor's Privacy Policy located at https://www.solidworks.com/privacy-policy. By entering this Contest, each Team, Team Mentor and Team Member (and Team Member's parents/legal guardians if Team Member is a minor) agrees that the Sponsor and its agents and/or representatives (including the Contest Administrator) may store, share and use the personal information he/she/it submitted with his/her/its Entry for the purpose of administering the Contest and agrees to the collection, use and disclosure of his/her/its personal information as described in these Official Rules, in the above-referenced Privacy Policy and as permitted by law.
- 14. Choice of Law, Jurisdiction and Notice: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each Team, Team Mentor, Team Member, and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, each Team, Team Mentor and Team Member (and Team Member's parents/legal guardians if Team Member is a minor) irrevocably consents to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Contest. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Contest Administrator is prohibited. Copr. 2019 Contest Administrator.
- 15. **Severability & Conflicts**: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials or made by any representative of Sponsor or Contest Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- 16. Winners List: To view the winners list for this Contest, please visit the Contest Website at xchallenge.solidworks.com and locate the winners list. The winners list will be available after winner validation has been completed.
- 17. Sponsor: Dassault Systemes SolidWorks Corporation, Waltham, MA
- 18. **Contest Administrator:** The Contest is administered by SweepstakesPros, P.O. Box 18404, San Jose, CA 95158.

All trademarks used herein are the property of their respective owners. This Contest is in no way sponsored, endorsed or administered by, or associated with, FIRST Robotics. Contest entrants and participants acknowledge and understand that they are providing their information to Sponsor and not to FIRST Robotics.