

CONTEST RULES

“PROJECT OF THE YEAR”

2019

Dassault SYSTEMES, whose global headquarters is located at 10, rue Marcel Dassault - CS 40501 - 78496 Vélizy-Villacoublay Cedex - FRANCE (“3DS” or “the Organizer”), is organizing a contest called “Project of the Year” (the “Contest”), which will run from 15 April 2019 at 10 a.m. (French time) to 14 June 2019 at midnight (French time).

The Contest is governed by these rules (the “Rules”).

ARTICLE 1: ENTRY CONDITIONS

Participation in this Contest is free of charge, without any obligation to buy or pay anything, and requires an Internet connection.

This Contest is open to students duly enrolled at a school or university on the start date of the Contest, regardless of their field(s) of specialization, nationality or location, in the world, of their institution (hereinafter, the “Participant” or the “Participants”), with the exception of:

- ✓ Residents of embargoed countries;
- ✓ Residents of any other country or territory where participation in this Contest and the terms of these Rules would violate any local law in force;
- ✓ Employees of 3DS or its subsidiaries, and their immediate family (spouse, parents, siblings, children and their respective spouses, etc.) and members of the household of each said employee;
- ✓ Employees of any company associated with this Contest, including their immediate families (spouses, parents, siblings, children, respective spouses, etc.).

The Contest is open to minors aged 14 and over. In the event of a minor's participation in the Contest, such participation implies that his or her parents or legal guardian(s) have given their explicit consent. The Organizer reserves the right to request proof of this consent at any time during the Contest Period and prior to the award date. Absent this proof, the Participant will automatically be excluded from the Contest and, in the event that he/she has won a prize, will be deprived of it.

Participation in the Contest may include the Participant posting a project and completing an online registration form (including first name, last name, email address, etc.). Any incomplete entry form will be considered void. A Participant may only participate in its own name and may under no circumstances participate on behalf of other individuals or on behalf of companies/associations/entities/etc.

The Organizer reserves the right, at any time, to take the necessary steps to ensure that the conditions set out in the Rules for participation are met by requesting proof from the Participants of their compliance with each of these conditions.

Any person who does not meet these conditions and/or refuses to provide proof of compliance with them at the request of the Organizer will be excluded from the Contest; their entry will be de facto cancelled without any right to compensation.

Participation in the Contest implies unreserved acceptance of the Rules in their entirety by each Participant, of the ethical rules in force on the Internet, as well as the applicable laws and regulations in force in France.

No answer will be given by telephone or in writing concerning the interpretation or application of these Rules, or on the mechanisms and/or procedures of the Contest, or the list of winners.

ARTICLE 2: DURATION AND DATES OF THE CONTEST

The Contest will run from April 15, 2019 from 10 a.m. (French time) to June 14, 2019 at midnight (French time).

The winners will be announced between June 17 and 30, 2019, at midnight (French time).

ARTICLE 3: PRESENTATION AND PARTICIPATION IN THE CONTEST

The Organizer shall give Participants the opportunity to take part in the Contest, which is organized into four competitions:

- FACEBOOK Competition (1)
- JURY PRIZE Competition (2)
- BRAND Competition (3)
- INSTAGRAM competition (4)

To take part, each Participant must create one or more specific projects (the “Project” or “Projects”) with one or more of the following 3DS solutions:

- 3DEXPERIENCE
- CATIA (including: ICEM Surf)
- SIMULIA (including: ABAQUS, CST, XFLOW)
- SOLIDWORKS
- HOMEBYME

An overall presentation of the Contest, including examples of previous years' Projects, is available on the **academy.3ds.com** website at the following address: <https://academy.3ds.com/en/poty2019> (the “Site”). The Site will serve as a general interface between the Organizer and the Participants.

In order to participate in the Contest for the FACEBOOK, JURY PRIZE and BRAND Competitions, the Participant must go to the main page of the Site and click the “POST YOUR PROJECT!” button. He/she will then be redirected to the “3D PASSPORT” web page to log in or create an account and complete an entry form. Once done, he/she will be redirected to the initial page of the Site to validate their status as a student, then to another page to post the Project and present it by specifying which 3DS solution(s) was used.

On the entry form, Participants must prove their student status by providing their e-mail address with the username of the institution to which they are attached, as well as proof of affiliation (for example: scan of student card, letter signed by the university administration, etc.). It will be at the Organizer's discretion to assess each of the applications received on a case-by-case basis, even if this means temporarily refusing one of those and requesting additional information/documents from the Participant.

Any registration via the Site automatically constitutes registration for the FACEBOOK, JURY PRIZE and BRAND Competitions.

As soon as a Project is validated, the Organizer will personally contact the Participant to inform him/he that the Project has been posted and that he/she is in the running in the FACEBOOK, JURY and BRAND Competitions.

The Participant may post several Projects up to a maximum of three.

(1) FACEBOOK Competition

The Organizer will use the FACEBOOK website to submit certain Projects, but the Contest is not sponsored, endorsed, administered or associated with FACEBOOK. As a result, FACEBOOK cannot be held liable for any damages and/or disputes arising from running the FACEBOOK Competition.

Participants must post their Projects, present them, and fill out an entry form, via the Site, at the following address: <https://academy.3ds.com/en/poty2019>. The Organizer, if it considers the Project relevant and eligible for presentation, will post it again on a specific application available on FACEBOOK dedicated to the Contest presenting the Projects of the FACEBOOK Competition of 2019, in order to collect the votes of the users of this social network (through the “Vote” function appearing below each of the pictures presenting a Project).

The ten Projects that have obtained the greatest number of votes at the end of the Contest will be selected as winners and awarded prizes whose nature and value are described in Article 4 of the Rules.

(2) JURY PRIZE Competition

Participants must post their Project, submit it, and complete an entry form at the following address: <https://academy.3ds.com/en/poty2019>.

At the end of the Contest, a jury composed of 3DS staff members, at the discretion of the Organizer and according to the latter's own selection criteria (including but not limited to the innovative,

original, technical, aesthetic nature of the Project...), will designate a single winner who will be awarded a prize whose nature and value are described in Article 4 of the Regulations.

(3) BRAND competition

Participants must post their Project, submit it, and complete an entry form at the following address: <https://academy.3ds.com/en/poty2019>.

At the end of the Contest, a jury composed of 3DS staff members who are professionals from each of the five brands ("Brands") listed above, at the Organizer's discretion and according to their own selection criteria (including but not limited to the innovative, original, technical, aesthetic character of the Project...), will designate a winner among the best Projects using one of the five solutions, namely:

- A winner for a **3DEXPERIENCE** Project;
- A winner for a **CATIA** Project (including **ICEM Surf**);
- A winner for a **SIMULIA** Project (including: **ABACUS**, **CST**, **XFLOW**);
- A winner for a **SOLIDWORKS** Project;
- A winner for **HOMEBYME**.

It should be noted that for the **SIMULIA** Project, the winning Project will be assessed as a whole, without any particular attention to the Brands used (**ABAQUS**, **CST**, **XFLOW**).

Those winners will be awarded a prize whose nature and value are described in Article 4 of the Rules.

(4) INSTAGRAM competition

The Organizer will make use of the **INSTAGRAM** website to submit certain Projects, but the Contest is not sponsored, endorsed, administered or associated with **INSTAGRAM**. As a result, **INSTAGRAM** cannot be held liable for any damages and/or disputes arising from running the **INSTAGRAM** Competition.

Participants must have an **INSTAGRAM** account through which they can be easily identified by the Organizer who must be able to visualize the proposed Project (in this respect, and by way of example, the Organizer cannot be held liable if the Participant has a so-called "private" account to which 3DS does not have access).

To participate, Participants must post their Project on their **INSTAGRAM** account, then tag "#poty2019@3DSacademy" so that the Organizer can be informed of this Project, and then post it anew on its own **INSTAGRAM** page if it considers the Project relevant and eligible for presentation. The fact that the Organizer posts again a Project shall constitute automatic participation of the Participant in the Contest for the **INSTAGRAM** Competition, without the Organizer having to inform the latter directly.

The Project having garnered the largest number of votes on the Organizer's **INSTAGRAM** page at the end of the Contest will be declared the winner and will be awarded a prize whose nature and value are described in Article 4 of the Rules.

ARTICLE 4: AWARD AND VALUE OF THE PRIZES - CLARIFICATIONS - MULTIPLE ENTRIES

A/ AWARD AND VALUE OF THE PRIZES

At the end of the Contest, the prizes will be awarded in accordance with the terms and conditions listed in this article, it being specified that the value of the prizes determined at the time the Rules were drafted cannot be contested with regard to their valuation.

Participants, should they win, undertake to accept the prizes as proposed without the possibility of exchange, in particular for cash, other goods or services of any kind whatsoever, or transfer of the profit to a third person. Similarly, these prizes may not be the subject of compensation claims.

The Organizer reserves the right, should an event beyond its control occurs, in particular in connection with its suppliers or unforeseeable circumstances, to replace the announced prizes with prizes of equal value. Winners will be informed of any changes and waive in advance any claims in this regard.

(1) Prize of the FACEBOOK competition

The ten (10) Projects that have obtained the highest number of user votes on the Organizer's FACEBOOK application will be rewarded as follows:

- ✓ The first Project with the highest number of votes will be awarded one (1) Apple iPad 2018 32 GB worth €299.17 excluding VAT;
- ✓ The second Project with the highest number of votes will be awarded one (1) Panasonic Lumix DMC-GF7 camera with 12-32/3.5-5.6 Lumix G Vario lens worth €290.93 excluding VAT;
- ✓ The third Project with the highest number of votes will be awarded one (1) Nintendo Switch + Joy-Con Neon Blue-Red system worth €258.33 excluding VAT;
- ✓ The fourth Project with the highest number of votes will be awarded one (1) Fitbit Ionic smart watch worth €249.96 excluding VAT;
- ✓ The fifth Project with the highest number of votes will be awarded one (1) Oculus Go 64 GB VR headset worth €224.17 excluding VAT;
- ✓ The sixth project with the highest number of votes will be awarded one (1) Bose Soundlink II wireless headset worth €190.83 excluding tax;
- ✓ The seventh Project with the highest number of votes will be awarded one (1) blue JBL Xtreme speaker worth €165.83 excluding VAT;
- ✓ The eighth Project with the highest number of votes will be awarded one (1) True Wireless Jabra Elite 65t earbuds worth €149.99 excluding tax;
- ✓ The ninth Project with the highest number of votes will be awarded one (1) Fujifilm Instax Square SQ6 instant camera worth €116.66 excluding tax;
- ✓ The tenth Project with the highest number of votes will be awarded one (1) external SDD SanDisk Extreme Mini 250 GB worth €107.92 excluding VAT.

At the end of the Contest, in the event that one of the Projects has received the exact same number of votes and is awarded the same place, the first of these Projects having been published, with the publication date serving as proof thereof, will be awarded the prize attributed to this place, the

second of these Projects having been published will be awarded the next place and will be awarded the prize corresponding to this place, and so on and so forth.

(2) Prize of the JURY PRIZE competition

A jury made up of 3DS staff members will select a winner who will be awarded one (1) Apple iPad 2018 32 GB worth €299.17 excluding VAT.

(3) Prize of the BRAND competition

A jury made up of 3DS staff members will select a winner from the Projects posted for each of the 3DS Brands.

- ✓ **3DEXPERIENCE** Jury Prize: one (1) Project will be selected from among the Projects created via one (or more) **3DEXPERIENCE** solution(s) and published on academy.3ds.com. This selected Project will be rewarded with one (1) GoPro HERO 7 Silver GoPro camera worth €274.17 excluding VAT;
- ✓ **CATIA** Jury Prize: one (1) Project will be selected from among the Projects created via one (or more) **CATIA** solution(s) and published on academy.3ds.com. This selected Project will be rewarded with one (1) GoPro HERO 5 Black GoPro camera worth €274.17 excluding VAT;
- ✓ **SIMULIA** Jury Prize: one (1) Project will be selected from among the Projects created via one (or more) **SIMULIA** solution(s) and published on academy.3ds.com. This selected Project will be rewarded with one (1) GoPro HERO 5 Black worth €274.17 excluding VAT;
- ✓ **SOLIDWORKS** Jury Prize: one (1) Project will be selected from among the Projects created via one (or more) **SOLIDWORKS** solution(s) and published on academy.3ds.com. This selected project will be rewarded with a (1) GoPro HERO 5 Black worth €274.17 excluding 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) Prize of the INSTAGRAM competition

The Project obtaining the highest number of votes on the INSTAGRAM website, via the 3DS page, will be awarded one (1) black SONY ILCE-5100LB hybrid camera plus a F3.5-5.6 OSS lens - worth €332.50 excluding VAT.

B/ CLARIFICATIONS

Any entry that otherwise violates these Rules will result be excluded from the Contest, without entitlement to compensation. Any false or inaccurate statement, fraud or any attempt at fraud, cheating and attempted cheating will lead to the exclusion of the offending Participant. The Organizer alone shall be competent to judge, free of bias, any dispute relating to the Contest or Rules, based on the doubts and evidence gathered in order to motivate and provide proof for its decision.

The Organizer will be very cautious about acts that might be considered cheating, or akin to cheating, or at least a malevolent means of increasing the Participant's chances of receiving votes, including by using the services of specialized companies. Thus, for example, Participants creating multiple FACEBOOK accounts under fake names and using false email addresses to vote for their Project and thus increase their chances of winning may be excluded from the Contest and will not be entitled to any prizes that they may have won.

In the event of fraud or false or inaccurate statements, the Organizer reserves the right not to award the prize to a winner and/or to take legal action in any competent court against the winner.

C/ MULTIPLE ENTRIES

Should the same Project be selected in the context of two or more of the FACEBOOK, JURY, BRAND and INSTAGRAM Competitions, the Participant will only receive the prize with the highest value. The remaining prizes won will be awarded to the winners who come in second after the first winner.

For example: if an Participant wins the fourth prize in the FACEBOOK Competition and the JURY Competition prize for one and the same Project, he/she will receive the JURY Competition prize (Apple iPad 2018 32 GB worth €299.17 excluding VAT), and the FACEBOOK Competition prize which were to be awarded to him/her will be awarded to the winner of the FACEBOOK Competition coming after him/her.

ARTICLE 5: AWARD TIMETABLE

The Contest will end on June 14, 2019 inclusive, at midnight (French time).

The names of the winners for each of the competitions making up this Contest will be published on the page of the Site between June 17 and 30, 2019, midnight (French time). No message will be sent to those participants that have not won.

The Organizer will contact each winner as of 1 July 2019 by email and/or directly via a message on the social network used to inform them that they have won a prize and ask them for their postal address to send them their award. If, by the end of July 29, 2019, some of the winners have not provided their mailing address, or if they refuse to receive their prize, these will not be redistributed.

ARTICLE 6: OBLIGATIONS AND DUTIES

The Organizer reserves the right to disqualify Participants and delete posted Projects and comments found on the social networks used (FACEBOOK and INSTAGRAM) that might:

- ✓ be manifestly offensive;
- ✓ be manifestly unlawful or unconstitutional;
- ✓ be pornographic, pedophile, racist or xenophobic in nature;

- ✓ be defamatory or likely to harm in any way whatsoever the image, privacy, honor, reputation and/or consideration of any natural or legal person;
- ✓ promote crime, hatred, violence, suicide;
- ✓ be accompanied by (and/or containing) slanderous, denigrating, insulting, offensive, degrading, defamatory, injurious statements prejudicial to the honor and/or consideration of persons;
- ✓ not respect public law and order;
- ✓ contravene moral standards;
- ✓ not comply with the regulations and legislation in force.

This list is not exhaustive.

Each Participant is responsible, in his or her capacity as author, for the content of the Project submitted as part of the Contest.

The Organizer cannot be held liable if, due to force majeure or any event beyond its control, the Contest is cancelled, extended, shortened, postponed or modified. Likewise, the Organizer cannot be held liable, and no action may be taken against it, in the event of cases of force majeure (strikes, bad weather, etc.) which partially or totally deprive Participants of the possibility to take part in the Contest and/or the winners of their gains.

In this respect, the Organizer reserves the right to amend the Rules at any time and to take any decisions it may consider relevant to the application and interpretation of the Rules. The Organizer may inform the Participants of this by any means of its choice. The Organizer also reserves the right to modify, extend, shorten, suspend, postpone or cancel the Contest or one or more sessions of it, or to modify access conditions and/or operating procedures, without notice.

The Organizer is required to send, at its own expense, the prizes to each of the winners by post. Any prize returned to the Organizer by post or by the service provider in charge of transport, for any reason whatsoever (for example: "*no longer resides at the address indicated*") will be considered as relinquished by its beneficiary, without the latter being able to make any claim in this respect. Any additional costs necessary to take possession of the prizes (for example: the obligation to pay customs duties after the Organizer has sent a prize to a specific country) are the sole responsibility of the winners, without their being able to claim any compensation from the Organizer. The Organizer shall not be held liable for any delay in the dispatch of gains and prizes when such delay is not attributable to it, but is the fault of the service provider used to ship them. The Organizer shall not incur any contractual or legal liability in respect of operations relating to the transport of the prizes and gains awarded. Finally, the Organizer cannot be held responsible for any damage, theft or loss that occurs during the transport and delivery of packages.

The Organizer may under no circumstances be held liable for any incidents that may occur in the use of the prizes on the part of the beneficiaries once the winners have taken possession of them. Likewise, the Organizer cannot be held liable for the loss or theft of prizes on the part of beneficiaries once they have taken possession of them.

The Organizer 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 an 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 anyone's data;
- ✓ Anyone's accessing the Site or its official pages on social networks: FACEBOOK and INSTAGRAM or the impossibility of accessing it;
- ✓ Use or inability to use the Site, including any damage or viruses that may infect the Participant's and/or Organizer's computer hardware or any other equipment.

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

ARTICLE 7: CONNECTION AND USE

Participation in the Contest implies knowledge and acceptance of the features and limitations of the Internet, against any possible misuse or theft and the risk of contamination by viruses that may course through the network. The Organizer shall not be liable for any misuse or incident relating to the use of computers, access to the Internet or the maintenance or failure of the servers, phone lines or any other technical connection used in the Contest, or for any entry form sent to an incorrect or incomplete address.

Insofar as the majority of Internet service providers offer a free or flat-rate connection to Participants, it is expressly agreed that any access to the Site, FACEBOOK or INSTAGRAM being provided on a free or flat-rate basis (such as in particular cable connection, ADSL or dedicated link), will not give rise to any refund. In this case, Participants shall subscribe to the services of the access provider for their use of the Internet, in general, and the fact that Participants connect to the Site, and to the FACEBOOK and INSTAGRAM pages does not entail any additional costs.

Similarly, computer or electronic equipment used to participate in the Contest is not refunded; Participants acknowledge and declare in this respect that it is available for their personal use.

ARTICLE 8: DATA PROCESSING, DATA FILES AND FREEDOMS

8.1 In order to take part in the Contest, each Participant must provide certain personal information, such as a (student) title, surname, first name, personal e-mail address, institution, e-mail address provided by the school, a copy of their student card, username and password, and postal address (the “Personal Data”). The said Personal Data are collected and processed by the Organizer solely for the purpose of managing and promoting the Contest. The Organizer's policy on privacy and the use of Personal Data is available at the following address: <http://academy.3ds.com/legal/privacy-policy/>. This policy will apply to each use, collection and processing of Personal Data in connection with this Contest. As a result, each Participant explicitly consents to the collection and processing of Personal Data for the purposes mentioned above.

8.2 Any Personal Data collected in the context of the Contest will be processed in accordance with the European Regulation on the Protection of Personal Data 2016/679 (hereinafter referred to as the “Legislation on Personal Data”). Personal Data may be collected through the Site, FACEBOOK and INSTAGRAM social networks used in connection with the Contest and subsequently disclosed and used by a 3DS subsidiary for the purposes set out in this article. The Organizer may transfer the Personal Data of Participants 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 an adequate level of protection, in accordance with the Legislation on Personal Data.

8.3 Any Participant in the Contest is entitled to access their Personal Data, and has a right to request correction, modification, updating or erase thereof. Any Participant also has the right to obtain a copy of their Personal Data kept by the Organizer. Any Participant may exercise their rights of access to and rectification of Personal Data, directly via the FACEBOOK and INSTAGRAM social networks, or by sending an e-mail to the following address: 3DS.CompliancePrivacy@3ds.com.

ARTICLE 9: IMAGE RIGHTS – PERSONALITY ATTRIBUTES

Through their participation in the Contest, Participants grant the Organizer permission, without such permission conferring any remuneration, right or benefit, to use their surnames, first names, and image, provided that they have communicated them as part of the Contest and under the following conditions:

- ✓ on any communication medium, in particular printed, audiovisual, digital, electronic, existing (press, internet, posters, etc.) or future ones;
- ✓ in any format;
- ✓ worldwide;
- ✓ for a period of 5 (five) years following the end date of the Contest;
- ✓ in respect of any form of communication to the public, of various kinds (for example, for the purpose of promoting the Organizer's brands, products and activities, as part of any advertising and promotional action or event, etc.)

If Participants object to one or more uses of their surname, first name and image under the above-mentioned conditions, they must make themselves known to the Organizer by sending an e-mail to the following address: 3DSAcademy.team@3ds.com with the subject line “*Jeu-concours (Contest) - Project of the year 2019*”.

ARTICLE 10: INTELLECTUAL PROPERTY RIGHTS

10.1 Participants must individually accept the Organizer's conditions relating to intellectual property rights, as available at the following address: <http://www.3ds.com/terms-of-use/>.

10.2 Participants undertake not to harm the brands, reputation and image of 3DS and its subsidiaries. In addition, each Participant acknowledges and agrees that the Organizer's Site, as well as all materials, data and content provided by 3DS, including the design text of the organizer's website, software in the form of object and source code (including applets), scripts, downloads, graphics, photos, etc., as well as their selection and arrangement, as well as the trademarks, trade names, trade dress, service marks and logos appearing therein are the property of DASSAULT SYSTÈMES SE, and are subject to copyright and other applicable intellectual property rights. All rights not expressly granted to the Participant in these Rules or in the conditions of use of the Organizer's website are reserved.

10.3 By publishing their Project(s) as part of the Contest, each Participant:

- ✓ acknowledges that he/she is the author of the Project and/or that he/she owns the rights attached thereto;
- ✓ agrees to grant the Organizer, users of the Organizer's Site, FACEBOOK and INSTAGRAM pages of the Organizer, the right to access and view their Projects;
- ✓ grants the Organizer a worldwide, royalty-free, sub-licensable, transferable and non-exclusive license to use, copy, distribute, reproduce, modify, translate, adapt and publicly display the content of their Project(s) in any manner, form or format whatsoever, in whole or in part, on any current or future media, for any purpose whatsoever, in particular regarding the use and promotion of 3DS products or services during the term of legal protection of intellectual property rights.

ARTICLE 11: RULES

These Rules may be consulted at the following address: <https://academy.3ds.com/en/poty2019>. It can also be consulted via the following addresses:

- Organizer's FACEBOOK site: <https://www.facebook.com/3DSAcademy>
- Organizer's INSTAGRAM site: <https://www.instagram.com/3dsacademy/>

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

ARTICLE 12: ASSIGNMENT OF JURISDICTION

All Participants are subject to French laws, in particular to the French regulations in force relating to contests.

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

Any dispute arising during the Contest will be the subject of an attempt at amicable settlement between Organizer 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.

