

**SOLIDWORKS® Mako Boardsports Travel Case Design Contest  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

**CONTEST IS, AND ENTRANT IS PARTICIPATING IN, A STRICTLY UNITED STATES BASED CONTEST.**

1. **Eligibility:** The SOLIDWORKS® Mako Boardsports Travel Case Design Contest (“Contest”) is open only to students, customers, VARs or other SOLIDWORKS solution partners who are users (individuals, not legal entities, who either already own a personal SOLIDWORKS license, who attend a school that already owns a SOLIDWORKS license or who work for a company that already owns a SOLIDWORKS license) of the computer software known as SOLIDWORKS® and certain other software licensed by DS SolidWorks (including the SOLIDWORKS® Simulation line of analysis products, SOLIDWORKS® Composer, and the SOLIDWORKS line of product data management products in all countries) who are located in countries worldwide (except those located in Brazil, Israel, Quebec, Saudi Arabia, United Arab Emirates, Venezuela, Cuba, Iran, Sudan, Syria, Russia and where prohibited by law) (the “Participating Countries”) who have reached the legal age of majority in their country/state/province/territory of residence and who have a valid license of SOLIDWORKS 2015 or later prior to the beginning of the Contest Period and at the time of entry (“Eligible Users”). Where lawful, full English language capabilities are required to enter. Dassault Systèmes SolidWorks Corporation (“Sponsor”), Gilo Industries Group (“Gilo”), SweepstakesPros (“Contest Administrator”) and their respective parents, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, 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 and agents (collectively, “Contest Parties”), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible. Void in Brazil, Israel, Quebec, Saudi Arabia, United Arab Emirates, Venezuela, Cuba, Iran, Sudan, Syria, Russia and where prohibited by law. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Contest (“Official Rules”).
2. **Contest Period:** Contest begins at 12:00:00 p.m. Eastern Time, United States (New York, GMT-04:00) (“ET”) on October 1, 2017 and ends at 11:59:59 p.m. ET on December 15, 2017 (the “Contest Period”). You may convert these times to your local time by visiting <http://www.worldtimebuddy.com/>.
3. **How to Enter the Contest / Submission Requirements:** During a Contest Period, Eligible Users must complete the following steps to submit an entry into the Contest: visit [www.solidworkscontest.com](http://www.solidworkscontest.com) (the “Website”), register for the Contest, complete all required fields and submit a design model for the Mako Boardsports Travel Case (the “Design Files”) using SOLIDWORKS software (which must have been purchased on, or before, October 1, 2017 ET). This process, when properly completed, will constitute your “Entry” into the Contest. Your Entry must adhere to the following “Submission Requirements”:
  - a. The Entry must include responses to the following questions:
    - i. A detailed description of how your design meets the contest requirements
    - ii. A description of why you think your design is original and should be selected as the winning design; and
    - iii. A description of how you used the SOLIDWORKS tools to create your model.
  - b. Your Entry must contain the following Design Files compressed into, and submitted as a single .zip or .rar file (the maximum size of the compressed file is 500 MB):
    - i. a SOLIDWORKS Assembly or Part file (\*.prt;\*.asm;\*.sldprt;\*.sldasm) (which must contain the parametric feature history)
    - ii. a SOLIDWORKS Drawing (.slddrw) file; and
    - iii. a PDF file containing a minimum of 3 rendered images of design, and supporting documentation outlining key functional features, chosen materials and other design considerations.

- c. The Contest Entry submitted must be created and owned solely by the applicable entrant and must be the original work of the entrant.
- d. The Contest Entry must adhere to the specifications and requirements listed in the Contest design brief which can be found at [www.solidworkscontest.com/assets/SolidWorks-Mako-Contest-Design-Brief.pdf](http://www.solidworkscontest.com/assets/SolidWorks-Mako-Contest-Design-Brief.pdf).
- e. The Design Files must be created using a licensed version of SOLIDWORKS 2015 or later. Proof of such license may be required by the Contest Administrator or Sponsor.
- f. All Entries must be in English.

Entries must follow the Submission Requirements set forth above and comply in all respects with these Official Rules. You may enter as often as you wish, but each Entry must be unique and submitted separately. THERE IS NO LIMIT TO THE NUMBER OF ENTRIES. EACH ENTRY MUST BE SUBSTANTIALLY DIFFERENT, AND IF SUBSTANTIALLY SIMILAR, ONLY THE FIRST SUCH ENTRY RECEIVED WILL BE ELIGIBLE FOR ENTRY.

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.

Automated entries are prohibited, and any use of automated devices will cause disqualification. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, 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 you. Those who do not abide by these Official Rules or other instructions of Sponsor may be disqualified.

4. **Additional Conditions of Submission:** Any Entry which Contest Administrator or Sponsor, in their sole discretion, deems to be inappropriate for publication or inclusion in this Contest will not be considered or displayed and the corresponding entrant will be disqualified. An Entry cannot, in the sole discretion 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 trademarks, logos, trade dress or intellectual property owned by others (excluding those provided by Sponsor and Gilo), or advertise or promote any brand or product of any kind, without permission from the applicable rights holder, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (vi) contain copyrighted materials owned by others, excluding (including models, graphs, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) **contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead without all necessary permissions;** (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate itself; and (ix) be in violation of any law. By submitting an Entry, each entrant represents and warrants that: (i) his/her Entry is his/her sole and original creation or he/she owns all rights in his/her Entry and that his/her Entry has not been copied in whole or in part from any other work; (ii) his/her Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) his/her Entry is his/her sole and exclusive property of the entrant; (iv) the participants depicted in his/her Entry (if any) have given written consent to its submission into the Contest and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Contest Administrator or Sponsor; (v) his/her Entry has not been previously published; (vi) he/she owns or otherwise has all necessary rights to use all elements of his/her Entry; (vii) he/she is the parent or legal guardian of all persons under the age of majority in the jurisdiction in which they reside who appear in his/her model (if any and other than him/her, if applicable); (viii) his/her Entry has not won previous awards; and (ix) publication of his/her Entry via various

media including Web posting, will not infringe on the rights of any third party. Each entrant will indemnify and hold harmless, Sponsor and the Contest Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, EACH ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED 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.

**Rights Granted:** To the extent permitted by applicable law, your 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 you. It also means that Sponsor or any of their affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry. This means you, to the extent permitted by applicable law, irrevocably and forever grant and assign to Sponsor all worldwide right, title, and interest in and to your Entry (and all works derived from it) as well as all intellectual property you create by participating in the Contest (and, upon the Sponsor's request, you agree to sign any further document[s] as may be deemed necessary by the Sponsor in its sole and absolute discretion to perfect, or give full effect, to such grant and assignment). To the extent the foregoing grant and assignment is unenforceable pursuant to applicable law, you grant to Sponsor, in perpetuity (except for French entrants: for the duration of the copyrights; and except for Spanish entrants: for the period of 5 years), an exclusive, worldwide license to publish, display, reproduce, modify, edit or otherwise use your Entry, in whole or in part, for all purposes whatsoever in any kind of media now known or hereinafter invented (except for Spanish entrants: or to be known at the time when set rights were assigned) (including, without limitation, for the purpose of creating advertising and marketing materials for the Sponsor that may be used online, in blog posts and/or in email communications). You expressly waive all rights to review or approve any use that Sponsor makes of your Entry in accordance with these Official Rules. By entering, you further agree, except where prohibited by law, to waive all rights of attribution and integrity if your Entry is used by Sponsor or anyone Sponsor authorizes, and you waive any moral rights in your Entry in favor of Sponsor.

By entering the Contest, you agree that your 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 your Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge 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 you. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering the Contest, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge 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 their reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her Entry prior to judging (see below for details).

5. **Winner Judging and Notification:** All eligible Entries received during the Contest Period will be judged by qualified judges ("Judges") based on the following criteria ("Judging Criteria"):
  - a. Creativity, Originality & Aesthetics (50%)
  - b. Design Manufacturability (how easy is the design to manufacture) (50%)

The entrant who submitted the Entry during that Contest with the highest score, subject to verification of eligibility and compliance with these Official Rules, will be selected as a "First Prize Winner". The entrant who submitted the Entry during that Contest with the second highest score, subject to verification of eligibility and compliance with these Official Rules, will be selected as a "Second Prize Winner". The entrant who submitted the Entry during that Contest with the third highest score, subject to verification of eligibility and compliance with these Official Rules, will be selected as a "Third Prize Winner". In the event of a tie, the tie will be broken based on the highest score in the first criteria, Creativity, Originality & Aesthetics, continuing thereafter to each Judging Criteria in order, as needed, to break the tie. Winners will be determined on or about December

31, 2017, in by Gilo in Semley, Dorset, United Kingdom, and will be contacted by phone, email and/or mail within 7 days of that date. Odds of winning depend on the number of eligible Entries received and the caliber of each such eligible Entry on the basis of the Judging Criteria.

6. **Prizes and Approximate Retail Values (“ARV”):** One (1) Grand Prize: Mako Slingshot Jetboard and the prototype board case of winning design (ARV: \$15,647 USD). One (1) 2nd Prize: SpaceMouse Enterprise (ARV: \$535 USD) and One (1) 3rd Prize: SpaceMouse Pro Wireless (ARV: \$535 USD). All prize amounts are listed in United States Dollars. Total ARV of all prizes in this Contest is \$16,717 in USD. All prize amounts are listed in United States Dollars. No substitution, cash redemption or transfer of prize is permitted except at Sponsor’s sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. If a prize includes any payment to the winner, the form of payment and the type of currency awarded for each prize shall be at the sole discretion of the Sponsor or where required by law. All federal, state, provincial and local taxes on the prizes, and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winner. Arrangements for delivery of prizes will be performed after winner validation. LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD. At Sponsor’s discretion, unclaimed prizes may not be awarded. Sponsor takes no responsibility for any damages or loss of the prize caused during delivery, if such loss or damage does not result from Sponsor’s intentional misconduct or gross negligence.
7. **For Residents of Spain Only:** In accordance with the Spanish rules of the Income Tax of Individuals (income tax) prizes awarded for participation in games, contests, raffles, or random combinations related to the sale or promotion of goods or services are subject to withholding tax if the prize value exceeds 300 Euro. In any case Sponsor will be responsible for this legal withholding, and the winner for the corresponding payment in his income tax. For the delivery of the prizes with a higher amount to 300 Euro it will also be necessary that the final winner signs the notification of the amount of the net value of the prize and the corresponding withholding tax for the purposes of income tax or any other obligation that the Tax Administration imposes. Refusals to sign the document or complete those obligations entail the loss of the prize for the winner, leaving it unclaimed.
8. **Conditions:** Contest Administrator’s decisions are final in all matters relating to this Contest, including but not limited to validation of the judging process. All potential winners, will be notified by telephone, email, regular mail or overnight mail, and where lawful, may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, and where lawful, a publicity release (collectively, the “Prize Claim Documents”) within a stated amount of time (which may include a provision that confirms that each potential winner, to the extent permitted by applicable law, has irrevocably and forever granted and assigned to Sponsor all worldwide right, title, and interest in and to his/her Entry [and all works derived from it] as well as all intellectual property created by him/her in the course of participating in the Contest). If Prize Claim Documents are not received by the date stated on the notification, or if any notification is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, or does not return such other releases as deemed necessary by Contest Administrator, the potential winner will be disqualified and at Contest Administrator’s discretion, an alternative potential winner may be selected based on the results of the original judging. Contest Parties are not responsible for any change of email address, mailing address and/or telephone number of entrants. Contest Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged or incomplete Entries or other communications, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind, including but not limited to human errors. Entries by automatic, programmed or like methods will be disqualified. Improper, incomplete, mutilated and illegible Entries will be disqualified. Prizes will be awarded only to an address within the Participating Countries. This Contest is subject to all applicable federal, state, provincial and local laws and regulations. By participating, entrants agree to be bound by these Official Rules and the decisions of the Contest Administrator, which shall be final in all matters relating to the Contest. If, in Contest Administrator’s sole opinion, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Administrator reserves the right to cancel or suspend the Contest, at the Contest Administrator’s sole discretion Contest Administrator reserves the right to disqualify any individual who tampers with the entry process or the Website or acts in a disruptive or unfair manner. In the event of a dispute regarding the identity of the person submitting an entry, entries will be declared made by the person in whose name entry was made.
9. **Choice of Law and Jurisdiction:** This Contest is offered only in the Participating Countries and is governed by the laws of the State of Massachusetts, U.S.A. All issues and questions concerning the construction,

validity, interpretation and enforceability of the Contest, Official Rules, or the rights and obligations of entrants and Sponsor arising from or in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, U.S.A., without giving effect to the conflict of laws rules thereof. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of Massachusetts located in the counties of Suffolk or Middlesex for any action, suit or proceeding arising out of or relating to this Contest. The above choice of law and jurisdiction is subject to compulsory laws in a participant's country of residence which may give the participant the right to file claims before the courts of that country and may provide that some laws of that country are also applicable to this Contest.

10. **Privacy:** The personal information collected through this Contest is subject to Sponsor's Privacy Policy located at [www.solidworks.com/sw/privacypolicy.htm](http://www.solidworks.com/sw/privacypolicy.htm). By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy. Entrants have the right to information about the personal data stored in connection with this Contest, including its origin, recipient or categories of recipients of the data and the purpose of the storage. Entrants also have the right to access, withdraw and correct their personal information. With regard to accessing, withdrawing and/or correcting personal information to be used in connection with the Contest, Entrants may request such action by sending an email message to [helpdesk@sweepstakespros.com](mailto:helpdesk@sweepstakespros.com) with the subject "SOLIDWORKS Mako Boardsports Travel Case Design Contest". The personal information submitted, received or collected in connection with the Contest shall be stored on a server within the United States of America. Entry into the Contest constitutes your acknowledgement of, and explicit consent to, the export of your personal information to the United Kingdom and to the United States of America and its use there for the purposes of administering this Contest and the associated processing. The data controller and data recipient is Sponsor. The servers on which personal data are stored are controlled by the Sponsor.
11. **Releases:** Nothing in these Official Rules limits, excludes, modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these terms and conditions would contravene any statute or cause any part of these terms and conditions to be void ("Non-Excludable Guarantees"). The limitations in this clause are subject to the Non-Excludable Guarantees. As a condition of entering, entrants agree (and agree to confirm in writing) to the maximum extent permitted by law: (a) to release, discharge and hold harmless Contest Parties their respective affiliates, subsidiaries, retailers, sales representatives, distributors, dealers, advertising and promotion agencies and the officers, directors, employees and agents of each of the foregoing, from and against any and all liability, loss, injuries or damages associated with participation in this Contest or incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, or the use of any Entry (b) that under no circumstances will an entrant be permitted to obtain awards for, and the entrant hereby waives all rights to claim (to the extent allowed by applicable law), punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) 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; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Except where prohibited, by accepting prize, winner grants permission for Sponsor and its agents to use his/her name for advertising and/or publicity purposes in connection with the Contest in any and all media now known or hereinafter invented (except for Spanish entrants: known at the time when set right where assigned) without territorial or time limitations (except for Spanish entrants: for the period of 5 years) and without additional compensation.

TO THE EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE WEBSITE AND/OR THE SERVICE REQUEST FORM, WITHOUT LIMITING THE FOREGOING BUT SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ENTRANTS SHOULD CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

In the event, and to the extent, that Egyptian, English, French, German, Hong Kong, Malaysian, Norwegian, Singaporean, Spanish or any other law applies where a liability limitation concerning death or bodily injury, or

any other tort, is not permitted, nothing in these Official Rules shall be taken to limit or exclude any party's liability for death or bodily injury caused by such party's negligence, or for fraud or gross negligence.

12. **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 and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
13. **Winners' List:** Within thirty (30) working days following the expiration of the Contest Period, the names and data of the Winners shall be published at [www.solidworkscontest.com](http://www.solidworkscontest.com) and announced at various Sponsor events.
14. **Sponsor:** The Contest is sponsored solely by Dassault Systèmes SolidWorks Corporation, 175 Wyman St., Waltham, MA 02451, USA.
15. **Contest Administrator:** The Contest is administered and judged by SweepstakesPros, P.O. Box 18404, San Jose, CA 95158, USA.
16. **For Residents of France Only:**
  - a. French winners will receive a document called "eligibility/publicity release" destined to obtain his/her free consent to use his/her full names, likeness, city of residence and photographs for promotional purposes and without additional compensation. In any case, the lack of consent does not prevent the winner from receiving the prize.
  - b. French law does consider abusive per se the provisions which limit the right of the consumer to bring a legal action or to limit the consumer's ground of action/amount of damages claimed. These provisions therefore do not apply towards a French consumer.

All trademarks used herein are the property of their respective owners.