

Dassault Systèmes Let's Go Design Series Campaign
TERMS AND CONDITIONS

The "Let's Go Design" series is an interactive, community-driven video series, wherein a CAD designer interacts with the design community to imagine and build a series of projects, facing real challenges such as budget, timeline, and product testing.

The "Let's Go Design" series is sponsored by Dassault Systèmes SolidWorks Corp. (DS SolidWorks). For all inquiries, contact DS SolidWorks Corp., 300 Baker Avenue, Concord Massachusetts 01742. Telephone: 1-800-693-9000 for calls from the U.S. and Canada, or 1-978-371-5011 for international calls.

Any individual is welcome to participate in the "Let's Go Design" series by entering his or her design concept(s) for consideration as a "Let's Go Design" series project. Once the idea submission period ends, up to three (3) of the ideas submitted, if any, will be selected as projects to be featured in the "Let's Go Design" series. While community members may have the opportunity to vote on their preference(s), DS SolidWorks reserves the right to make final decisions as to which design concepts becomes "Let's Go Design" series projects.

JUDGING: Entries will be judged by a panel consisting of product management, engineering, and marketing employees at DS SolidWorks. The panel will select the project(s) from the submitted design concepts, based on the following criteria:

- 1) The selected project(s) must be of broad interest to engineers worldwide so as to encourage participation in the series.
- 2) It must be possible to take the selected project(s) from initial concept to production of a final product (where possible) in no more than 16 weeks (approximately).
- 3) The selected project (s) must exhibit a range and variety of SolidWorks product features.
- 4) DS SolidWorks reserves the right to accept or reject a design concept using additional criteria based on business needs.

ENTRIES:

- 1) Entries will be accepted from 12:00 am EST January 29, 2010 until 11:59 pm EST February 11, 2010.
- 2) Entries may be submitted by completing the online form and accepting the Terms and Conditions.
- 3) Models and images that support your design concept are welcome; the preferred formats for images are TIFF, BMP, EPS or JPEG.
- 4) On approximately March 15, 2010, candidates for projects, if any, will be posted online for community feedback.

LIMITATION OF LIABILITY: DS SolidWorks is not responsible for any incorrect or inaccurate information, including that caused by participants, or by any technical or human error that may occur in the processing of submissions in the campaign. **All materials provided online or concerning this campaign are provided “As-Is” and without any warranties of any kind, including warranties of merchantability, fitness for a particular purpose, and non-infringement.** In no event shall DS SolidWorks be liable for any direct, indirect, incidental, special, or consequential damages, or loss of profits, incurred by you or any third party, whether based on warranty or in contract, tort, or other legal theory, and whether or not advised of the possibilities of such damages, arising from your access to or use of online materials, participation in this campaign, electronic or computer malfunctions, even if DS SolidWorks has been advised of the possibility of such damages.

CONSTRUCTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Let’s Go Design Series terms, or the rights and obligations of any participant, shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions. The invalidity or unenforceability of any provision of these rules shall not affect the invalidity or unenforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these terms shall be construed in accordance with the terms as if the invalid or unenforceable provision was not contained therein.

AUTHORIZATION: You confirm that you have the authority on behalf of yourself, your company, or a third party, to grant Dassault Systèmes SolidWorks Corporation and Dassault Systèmes permission to publicly disseminate, at DS SolidWorks and Dassault Systèmes' discretion, information describing the design concept and the manner in which your company's organization selected and implemented designs and projects based on SolidWorks products and services. DS SolidWorks and Dassault Systèmes reserve the right to make discretionary edits to information provided by you for publication purposes.

APPROVAL: You approve of the use of models and images created from your design concept for use by DS SolidWorks, Dassault Systèmes, and their affiliated companies, and their assigns, including approval of visualizing and discussing your design concept on SolidWorks’ websites. You grant DS SolidWorks, Dassault Systèmes, their affiliates, and assigns, the right to use, reproduce, or incorporate in any manner whatsoever all or any portion of the aforementioned models or images.

OWNERSHIP AND INDEMNITY: You agree that all models, images, and related materials created from your design concept will be owned by DS SolidWorks. Additionally, DS SolidWorks will require you to sign a Declaration of Ownership, Release, and Indemnity form.

REPRESENTATION AND WARRANTY: You represent and warrant that the materials are owned by you or your company free and clear of any liens or claims of any third-party, that you have a legal right to grant the permission herein given on behalf of yourself, your company, or a third party, if appropriate, and that your company will indemnify and hold harmless DS SolidWorks Corporation, Dassault Systèmes, their affiliates, assigns, agents, and employees, against liability should any third-party claim that the use

of the design concepts and materials by DS SolidWorks, Dassault Systèmes, their affiliates, assigns, agents, and employees, violates any right of such third party to the materials.

PERMISSION REGARDING PERSONALLY IDENTIFIABLE INFORMATION AND PUBLICITY: On behalf of yourself, your company, or a third party, you hereby grant DS SolidWorks and Dassault Systèmes permission to cite this organization on a general client list for possible distribution to the press, analysts, prospects, and other customers. You also grant DS SolidWorks the right to collect and share information you provide in the entry form, such as your name, address, and email address, for uses pursuant to the [SolidWorks Privacy Policy](#) and for marketing purposes.