SolidWorks Customer Satisfaction Survey 2017 Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. Eligibility: The SolidWorks Customer Satisfaction Survey 2017 Sweepstakes (the "Promotion") is open to individuals worldwide who are 18 years of age or older (except legal residents of and individuals located in Florida, USA; New York, USA, ; Quebec, Canada; Australia; Brazil; Argentina; Czech Republic; Hong Kong; Thailand; Spain; Italy; Poland; Portugal; the Netherlands; Norway; Sweden; Russia; Turkey; Denmark; Finland; Colombia; China; Malaysia; Israel; Saudi Arabia; United Arab Emirates; Venezuela; Cuba; Iran; Sudan; Syria; and where prohibited by law). Officers, directors, employees and agents of Dassault Systèmes SolidWorks Corporation("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parents, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, and promotion agencies involved in the development and administration of this Promotion (collectively, "Promotion Parties"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and persons living in the same households of each (whether related or not) are not eligible. Void in the excluded states, provinces and countries listed above and where prohibited by law. If you are a deemed a minor in your state, province, territory, or country of residence ("Minor"), you must have the consent of your parent or legal guardian to participate in this Promotion. Proof of consent may be required at any time.
- 2. **Promotion Period:** The Promotion begins at 12:00:00 a.m. Eastern Time ("ET") on May 1, 2017 and ends everywhere at 11:59:59 p.m. ET on June 30, 2017 (the "Promotion Period").
- 3. **How to Enter**: There are two (2) ways to enter the Promotion:
 - a. During the Promotion Period, SolidWorks customers may be invited to participate in a survey, by email, and for the opportunity to enter the Promotion. Eligible participants should follow the link in the email invitation they receive to visit the survey site. Once at the survey, customers should complete the questions provided the survey will take approximately ten (10) minutes to finish. Survey entries which do not answer each required question are void. Entrants must complete all required information.
 - b. To enter the Promotion without completing the survey, during the Promotion Period, visit http://forms.promotrust.com/forms/solidworks-customer-satisfaction-survey-2017/ and complete all required information.

LIMIT ONE (1) ENTRY PER PERSON/EMAIL ADDRESS/HOUSEHOLD REGARDLESS OF METHOD OF ENTRY. Entrants may not enter with multiple email addresses or survey completions, nor may entrants use any other device or artifice to enter multiple times or as multiple entrants, and any entrant who attempts to enter more than the above stated number of times may be disqualified and required to forfeit any prize won, in Sponsor's sole discretion. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules will not be entered into the Promotion. Entries made by facsimile, overnight courier, third party entry service, automated means, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification. You are not a winner until your prize claim and eligibility is validated and you receive official written notification from the Sponsor or the Promotion Administrator.

- 4. **Prize Drawing:** No later than July 18, 2017 in San Jose, California, the Promotion Administrator will conduct a random drawing from among all eligible entries, whether pursuant to 3.a or to 3.b, received during the entire Promotion Period.
- 5. Prizes, Approximate Retail Value ("ARV") & Odds:

For US only: The following prizes will only be awarded to eligible entrants located in the in the USA (excluding Florida and New York):

- One (1) BOXX workstation APEXX 1 1402 (ARV: \$3,057.00 US).
- Two (2) 3Dconnexion CadMouse 3 DX- 70052 with CadMouse Pad (ARV: \$129 US).
- Two (2) 3Dconnexion SpaceMouse Enterprise Kits 3DX-700058 (ARV: \$429 US).

For US and all eligible countries:

- Two (2) Quadro M4000 (ARV: \$799 US, approximately 733 Euros average exchange rate on April 25, 2017 ("AER").
- Two (2) Quadro M5000 (ARV: \$1,899 US, approximately 1,742 Euros AER).

Total ARV of all prizes is \$9,569 US, approx. 8,776, Euros AER.

All prize values are in US dollars. No substitution, cash redemption or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. 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. Stated ARV is as of date of printing of these Official Rules. The difference in value of any prize as stated herein and value at time of prize notification, if any, will not be awarded. All federal, state, provincial, and local taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the winner(s). For tax reporting purposes, prize winners may be issued and required to complete one or more U.S. IRS forms for the fair market value of the prize, and each winner may be required to provide Sponsor with a valid social security number, tax identification number or other information before the prize will be awarded. Eligible entrants who are residents of countries other than the United States may be subject to additional withholding taxes and are responsible for the payment and reporting of any income tax. Arrangements for delivery of prize(s) will be made after winner validation. LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD. Odds of winning a prize depend on the number of entries received. To the fullest extent permitted by applicable law, at the Sponsor's discretion, unclaimed prizes may not be awarded.

6. **General Rules**: All applicable federal, state, provincial, territorial, and local laws apply. If potential winner is from Canada, Belgium, Indonesia, the Philippines, or Singapore: in order to be declared a winner, a time-limited skill-testing question must be correctly answered without assistance of any kind (either upon entry or during winner validation). Any such potential winner who incorrectly answers the time-limited skill-testing question will be disqualified and an alternate potential winner may be chosen, time permitting and at sponsor's sole discretion.

Potential winners are subject to verification, including verification of residence and age. All potential winners (and/or their parent/legal guardian if a Minor) will each be contacted by telephone, email, regular mail or overnight mail (except for Singapore residents who will be notified by ordinary post), and where lawful, may be required to complete, sign and return an affidavit of eligibility, a liability release, 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 in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined solely by the Promotion Administrator, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner. Prizes won by an eligible entrant who is a minor in his/her state/province/territory of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Entrants are solely responsible for confirming that their participation in the Promotion and receipt of any prize is compliant with their company, organization, or entity's internal policies on promotions. By participating in this Promotion, entrants agree to abide by and be bound by the Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion.

Promotion Parties are not responsible for: (i) electronic or digital transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected or for non-delivered or postage-due mail; (ii) any problems or technical malfunctions, errors, omissions, interruptions,

deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer; (v) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (vii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (viii) by any human, or other error, which may occur in this Promotion or (ix) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.

If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, fairness, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator will select any remaining winners in a random drawing from among all eligible, non-suspect entries received through all entry methods combined as of the time/date of termination.

Promotion Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process, who acts in a disruptive or unfair manner, or who attempts to enter using any automatic or programmed entry method, or any entry service. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR PROMOTION ADMINISTRATOR RESERVE THE RIGHT PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name entry was made.

7. 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 Promotion 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 Promotion 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 Promotion, 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.

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 SURVEY WEBSITES AND/OR THE SURVEY OR ENTRY

FORM. WITHOUT LIMITING THE FOREGOING BUT SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, THIS PROMOTION 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. ANY AND ALL WARRANTIES AND/OR GUARANTEES ON A PRIZE (IF ANY) ARE SUBJECT TO THE RESPECTIVE MANUFACTURERS' TERMS THEREFORE, AND WINNERS AGREE TO LOOK SOLELY TO SUCH MANUFACTURERS FOR ANY SUCH WARRANTY AND/OR GUARANTEE. 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 any 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.

- 8. Copyright and Personal Image License: Except where prohibited by law, by accepting prize, each winner grants permission for Sponsor and its agents to use his/her name, , for advertising and/or publicity purposes in connection with the Promotion in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.
- 9. 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 Promotion-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- 10. **Privacy**: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at www.solidworks.com/sw/privacypolicy.htm. If you are selected as a winner, your information may also be included in a publicly available winners' list. By entering this Promotion, 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 Promotion, 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 Promotion, Entrants may request such action by sending an email message to Paul.Mazur@3ds.com.The personal information submitted, received or collected in connection with the Promotion shall be stored on a server within the United States of America. Entry into the Promotion constitutes your acknowledgement of, and explicit consent to, the export of your personal information to the United States of America and its use there for the purposes of administering this Promotion 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. Choice of Law and Jurisdiction: This Promotion 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 Promotion, Official Rules, or the rights and obligations of entrants and Sponsor arising from or in connection with the Promotion, 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 county of Middlesex for any action, suit or proceeding arising out of or relating to this Promotion. 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 Promotion.

- 12. **Winners' List**: To view the winners' list for this Promotion, please visit http://certified.promotrust.com/solidworks/cssurvey2017sweepstakes/winners. The winners' list will be available after winner validation has been completed. In addition, winners who are residents of Singapore will be notified by ordinary post.
- 13. Sponsor: Dassault Systèmes SolidWorks Corporation, 175 Wyman St., Waltham, MA 02451.
- 14. **Promotion Administrator:** The Promotion is administered by SweepstakesPros, P.O. Box 18404, San Jose, CA 95158.
- 15. 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. Manufacturers of the prizes offered in this Promotion do not sponsor this Promotion.