

AUTODESK SYNTHESIS CREATIVE CONTEST OFFICIAL RULES

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST.

NO PAYMENT OR PURCHASE IS NECESSARY TO ENTER OR WIN. A PAYMENT OR PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. STANDARD INTERNET ACCESS CHARGES MAY APPLY.

VOID WHERE PROHIBITED BY LAW.

ENTRANTS WHO ARE MINORS: YOU MUST OBTAIN THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN BEFORE ENTERING THE CONTEST AND PARTICIPATE UNDER THEIR SUPERVISION.

SECTION A – SPECIFIC TERMS

1. **Sponsor(s).** The Autodesk SYNTHESIS CREATIVE Contest (the "**Contest**") is a skill-based contest being run by Autodesk, Inc., a Delaware corporation ("**Sponsor**"). The Contest will be run in connection with Sponsor's website at www.autodesk.com ("**Sponsor Site**") and any additional sites from which participant may enter the Contest, if any ("**Contest Site**") (collectively, the "**Sites**"). The Contest is co-sponsored by the company or companies listed here, if any (each, a "**Co-Sponsor**"):

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If none are listed, there are no Co-Sponsors. The Contest is governed by these Contest Official Rules (these "**Rules**")

2. **Eligibility.** The Contest is open only to natural persons who are at least thirteen (13) years old and are resident in the 50 United States or Canada (including the District of Columbia but excluding Puerto Rico and the Province of Quebec, Canada). If on the Start Date you are a "minor," meaning that you are under the age of majority in your jurisdiction, you must obtain permission from your parent or legal guardian, and your parent or legal guardian must consent to be bound by these Rules as if he or she were an entrant, before you submit an entry. Sponsor reserves the right to require minors to submit proof of parental/guardian permission and consent to these Rules at any time, without which they may be immediately disqualified from the Contest. Other individuals may be excluded from eligibility to enter or win, as described in Section B, Paragraphs 2 and 3 below.
3. **Entry.** The Contest begins at 12:00 a.m. Pacific Time (PT) on 9/12/2019 ("**Start Date**"). Entries for the Contest must be received by Sponsor by 11:59 p.m. PT on 12/31/2019 (the "**Deadline**"). Unless otherwise stated on the Contest Site or otherwise indicated by Sponsor: (i) there is no limit on number of entries, but only one entry per person can win a prize in the Contest; (ii) all entries must be in English; and (iii) the entry must not have been previously published other than by you, or entered in previous contests.

To enter the Contest, entrants must (a) go to the Contest Site or other location indicated by Sponsor, and (b) follow the instructions for entry. All entries must comply with the terms in these Rules. Entrants may request that their entry be withdrawn by sending a written request to Sponsor prior to the Deadline at the address set forth in Section A.4. The withdrawal request must identify the entrant's name and the specific entry being withdrawn. Sponsor shall not be responsible or liable for failing to process any withdrawal request.

4. **Winner Selection, Notification and Announcement; Mailing List.** There will be 2 total winner(s) for the Contest. The winner(s) will be selected on or about 12/31/2019, and Sponsor will announce the winner(s) and post their names on the Contest Site or other reasonable location on or about 12/31/2019. The winner will be notified by e-mail on or around 01/3/2020. Each winner will be awarded only the prize(s) for which that winner is qualified, as described below.

In addition, the names of the winner(s) may be obtained by sending a written request and a self-addressed, stamped envelope to the below address:

WINNER'S LIST – SYNTHESIS CREATIVE Contest  
Autodesk Inc.  
111 McInnis Parkway  
San Rafael, California 94903  
USA

All requests must include the words "WINNER'S LIST" and the full name of the Contest prominently in the subject line or in the first line of the address, as the case may be. All such requests must be received within six (6) months after the date the winner is announced. Residents of Vermont may omit return postage on winner's list requests.

5. **Judging.** All entries that are in compliance with all terms and conditions of these Rules will be judged on the basis of the following criteria (the "**Criteria**"): Creativity, Quality, Use of Software, each of which will be given equal weight unless otherwise stated on the Contest Site or otherwise indicated by Sponsor. Sponsor will establish a panel of at least 4 individuals (each, a "**Judge**"), including at least the following: Manager, Product Manager, Developer, UX Manager  
One Judge will be named by Sponsor as the Presiding Judge at the beginning of the Contest. In the event that one or more of the identified Judges are unavailable, Sponsor reserves the right to substitute Judges of comparable qualification, to be determined by Sponsor in its discretion.

All of the Judges will review all entries and award an aggregate score to each entry based on the scale of 1-10 for each Criteria. The 2 entries with the highest aggregate scores after adding the scores of all Judges shall be deemed the winners with the entry with the highest score winning the top prize, the entry with the second highest score winning the next prize level down and so on until all prizes have been awarded, as set forth in Section A.8 below.

In the event of a tie, the Presiding Judge's score shall determine the winner(s). If a tie remains at that point, the entry that received the highest score in the Criteria of Most demonstrated use of Synthesis shall determine the winner(s).

**IF USERS ARE PERMITTED TO LIKE OR VOTE FOR ENTRIES ON THE SITE, THE NUMBER OF LIKES OR VOTES EACH ENTRY RECEIVES ON THE SITE WILL BE FOR ENTERTAINMENT PURPOSES ONLY AND WILL NOT BE ONE OF THE CRITERIA USED BY JUDGES TO SELECT THE WINNER(S). THE DECISIONS OF SPONSOR AND THE JUDGES WILL BE FINAL. SPONSOR WILL NOT CORRESPOND WITH ENTRANTS ABOUT THE DECISIONS OF THE JUDGES OR THE DETERMINATION OF THE WINNERS OTHER THAN**

**AS EXPRESSLY PROVIDED IN THE RULES.** The Judges have the right to disqualify any entry that is not in compliance with these Rules, in the Judges' sole and absolute discretion.

6. **Size of Entry Pool.** Winning entries will be selected by the Judges in accordance with the Criteria as described in these Rules. The chances of any entry winning a prize depends on the number of eligible entries received between the Start Date and the Deadline and the quality of that entry as compared to the other eligible entries, as evaluated by the Judges in the manner described above. Sponsor does not know in advance the number of eligible entries that will be received.
7. **Prize.** The prize(s) to be awarded in the Contest (the "**Prize(s)**") are as follows:  
Two \$500.00 grants awarded through the FIRST organization and ORTOP.

The estimated retail value of each Prize to be awarded in the Contest in U.S. Dollars is as follows:

\$500.00

The total estimated retail value of all Prizes to be awarded in the Contest is:

\$1000.00

## **SECTION B – GENERAL TERMS**

1. **General Conditions.** By entering the Contest, each entrant agrees to abide by the terms of these Rules and by the decisions of Sponsor and the Judges (as defined below), which shall be made in all cases in their sole and absolute discretion and are final and binding on all matters relating to the Contest. The Contest is void where prohibited by law. The Contest is also governed by the Terms of Use, Sponsor's [Privacy Statement](#), and other policies (collectively, the "**Policies**") pertaining to the Site(s), although the Rules will govern any conflict between the Policies and the Rules.
2. **Additional Entry Requirements.** The following requirements apply to all entries:
  - Entry must be entirely the original work of the persons identified in the entry;
  - Entry must not contain any advertisement or solicitation;
  - Entry must not contain anything that is or may be, as determined in Autodesk's sole discretion: (i) threatening, harassing, degrading or hateful; (ii) defamatory; (iii) fraudulent or tortious; (iv) obscene, indecent or otherwise objectionable; or (v) protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right;
  - Entry must not contain any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense;
  - Entry must not contain any materials that violate any applicable statute, regulation, order, rule, treaty, or other law ("**Law(s)**"), including but not limited to export control laws or laws governing use or transmission of harmful or hazardous materials; and
  - If you are a government official or employee, the entry must not have been created within the scope of your employment.
  - Entry must not violate the terms of your employment or contain confidential or trade secret information

- Entries may not violate any third party's publicity or privacy rights. If any entry contains the name, voice, likeness, image or written or spoken words of any third party, the entrant must obtain the third party's written consent to include such materials in the entry prior to submitting the entry.

Each Entry must comply in all respects with these Rules and the Policies. Sponsor will have no responsibility for, and will have the right to refuse in its sole and absolute discretion, any entries that have been tampered with, or entries that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible, whether due to Internet or e-mail server failure or otherwise. Proof of transmission of an entry shall not constitute proof of receipt. It is each entrant's responsibility to keep Sponsor informed of any changes to entrant's contact or other information during the Contest.

3. **Exclusions from Eligibility.** The following persons are not eligible to be selected as finalists or winners or win any prizes in the Contest: (1) Employees of Sponsor, any Co-Sponsor, or their respective affiliates or partners who are involved with running this Contest (2) Judges, as well as, in each case, members of their households or their immediate families (i.e., spouses, parents and children). In addition, Sponsor has no obligation to permit entry or award a prize if doing so would violate the Policies or is prohibited by United States or other applicable Laws, including but not limited to Laws regarding (a) trade embargoes, (b) government sanctions or export restrictions against countries, entities, or individuals, or (c) dealings with officials or representatives of non-U.S. governments. Sponsor's determination that an entrant is (or is not) legally prohibited from entering or receiving a prize will be conclusive, and Sponsor shall have no liability to any entrant or any other person in connection with such determination.
4. **Representations.** By entering the Contest, each entrant represents and warrants that: (a) the entrant meets all eligibility requirements of the Contest; (b) in entering and participating in the Contest, the entrant has complied and will comply in all respects with these Rules and all applicable Laws; and (c) the information provided in the entrant's entry, including without limitation all contact information, is true, accurate, and complete in all respects.
5. **Prize Terms and Taxes.** All Prize values are stated in United States dollars. If a stated Prize is unavailable, Sponsor has the right to substitute one or more items of equal or greater value, in its sole and absolute discretion. No Prize is exchangeable, transferable, or redeemable for cash. The winner will be solely responsible for complying with any and all applicable federal, state, provincial, local, or other statutes, regulations, and other laws and for bearing any personal income, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to any Prize. **THE PRIZE(S) WILL BE GIVEN AWAY BY SPONSOR "AS IS" AND WITHOUT ANY MANUFACTURER OR OTHER WARRANTIES. SPONSOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY PRIZE OR PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.** Some Prizes may be subject to third party terms and conditions or restrictions. In addition, certain countries may prohibit the use or operation of the Prizes, in whole or in part, and Sponsor has no knowledge regarding, and shall have no responsibility for determining, whether the winner(s) are permitted to operate or use the Prizes in any particular country. Unless otherwise specified in Section A, direct shipment costs by mail or parcel post (expressly excluding import duties and other duties or taxes, which are the winner's sole responsibility) to Winner's designated valid delivery address shall be borne by Sponsor or Co-Sponsor, provided, however, if delivery is declined or fails by reason of winner's failure to timely accept receipt or pay appropriate import duties and other duties or taxes) then the winner will be deemed to have declined acceptance of the Prize and Sponsor reserves the right to reclaim the Prize, whereupon the Prize will be returned to Sponsor or Co-Sponsor, and winner will no longer be eligible to receive the Prize.

To the extent not prohibited by Law, any awarded Prizes will be provided to a winner only after the winner has signed any Winner's Declaration and Release ("**Winner's Declaration**") required hereunder, and provided any additional consents (including third party consents, in the form provided by Sponsor, for the use of another person's name, voice, likeness, image or written or spoken words included in the entry) or other documentation required in the Winner's Declaration. Sponsor's current Winner's Declaration for the

Contest may be obtained upon request by mail at the address identified in Section A.4 above. For winning entries, Sponsor will award the applicable Prize to the named entrant only, except in the case of a minor, Sponsor may award the prize to such minor's named parent or legal guardian. The winner must take possession of the Prize as directed by Sponsor. The winner may be required to provide Sponsor with his or her social security or tax payer identification number for tax purposes. The winner also may be required to provide Sponsor with proof that he or she is the Authorized Account Holder of the e-mail address associated with the winning entry. An "Authorized Account Holder" is the natural person who is assigned to an e-mail address by an Internet access provider or other organization responsible for assigning e-mail addresses to the domain associated with an e-mail address. In the event of a dispute, an entry will be deemed to have been submitted by the Authorized Account Holder of the e-mail address submitted at the time of entry. Failure to respond to the winner announcement or return any required declarations or releases within seven (7) days (or any longer time specified by Sponsor) or to comply with any of the foregoing may result in disqualification and the selection of an alternate winner. It is Sponsor's policy to assist government employees in meeting their obligations under their Standards of Ethical Conduct; any Prize won in violation of those Standards should not be accepted and should be returned at Sponsor's expense or destroyed.

6. **Release.** To the maximum extent permitted by Law, by entering the Contest, each entrant releases and holds harmless Sponsor, any Co-Sponsors, the prize manufacturers, any other entities involved in the promotion or administration of the Contest (including without limitation any advertising or social media platform, such as Facebook, Twitter, or Pinterest, on which the Contest is advertised or through which the Contest is accessed or entered), each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, and representatives (the "**Sponsor Parties**") from any and all responsibility, liability, damages (including, without limitation, direct, indirect, incidental, consequential, punitive, statutory, and other damages), losses, costs, or expenses of any kind arising out of or relating to: (a) the Contest; (b) any violation by the entrant of these Rules, the Policies, or applicable Laws; (c) any copyright, trademark, patent, trade secret, or other intellectual property misappropriation or infringement attributable to entrant or any entry submitted by entrant; (d) the acceptance, possession, receipt, or use of any prize or any item purchased with any prize; (e) any entries that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (f) any problems or technical malfunctions (including but not limited to errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) of any computer, telephone, modem, cable, satellite, network, hardware, online system, server, software, or other equipment or provider, including any incorrect, incomplete, garbled or jumbled information resulting therefrom; (g) printing or typographical errors in any Contest-related materials; or (h) any other technical or human error that may occur in connection with the Contest (the "**Causes**"). If anyone makes any claim against any of the Sponsor Parties arising out of or relating to any of the Causes attributable to the entrant, the entrant will pay for any damages, losses, liabilities, costs, penalties, and expenses, including without limitation attorneys' and experts' fees and costs, incurred in connection with such claim. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SPONSOR PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DAMAGES AND OTHER LIABILITY (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES) IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN THE RELEVANT JURISDICTION. NOTHING IN THESE TERMS EXCLUDE LIABILITY FOR FRAUD, OR FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE TO THE EXTENT SUCH EXCLUSION IS PROHIBITED BY APPLICABLE LAW.**
7. **Misconduct:** Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant who: (a) tampers or attempts to tamper with the registration process, the operation of the Contest, the Sponsor Site, or affiliated websites; (b) acts in an unsporting or disruptive manner, or with intent to annoy or harass another person; (c) is otherwise in violation of these Rules, the Policies, or any applicable Laws; or (d)

attempts to subvert the letter and/or spirit of these Rules. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. **Termination.** Sponsor reserves the right to suspend, modify, or terminate the Contest at any time for any reason, in its sole and absolute discretion, including without limitation in the event of fraud, abuse, tampering, or technical, administrative, financial, or other difficulties. In such cases, Sponsor will post notice on the Contest Site, the Sponsor Site, or other reasonable location. Should the Contest terminate prior to selection of the winner, Sponsor will announce an alternate means of awarding the prize on the Sponsor Site, Contest Site, or other reasonable location.
9. **Use of Entries and Personal Information.** In order to enter the Contest, entrants may be required to submit entrant's name, e-mail address, age or date of birth, and other information, including contact details for a parent or legal guardian for purposes of obtaining proof of parental consent. Entries will not be acknowledged or returned. To the maximum extent permitted by law, by entering the Contest, each entrant consents to the use by Sponsor, or any third party acting on Sponsor's behalf, of entrant's entry and any and all information, drawings, text, images or other material contained in an entry or otherwise provided by such entrant related to the Contest, including any personal information (including without limitation, name, contact information (such as email address), user profile information, voice, image, biographical information and likeness) obtained through the Contest, for administering and promoting and publicizing the Contest and other Autodesk contests and promotions, or for other purposes as agreed upon in writing by the entrant, without any compensation. Other than as set forth herein, Sponsor will treat any personal information supplied by entrants in connection with the Contest in accordance with Sponsor's [Privacy Statement](#), which is incorporated herein
10. **Miscellaneous.** By entering the Contest, entrants agree that these Rules will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States) without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) these Rules. In addition, by entering the Contest, entrants agree that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco. By entering the Contest, each entrant submits to the jurisdiction of those courts and waives any objection to those courts, whether on the basis of jurisdiction, venue, inconvenience of the forum, or otherwise. Notwithstanding anything to the contrary, nothing will prevent any of the Sponsor Parties from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. If any part of these Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of Sponsor, and the remaining parts of these Rules will remain in full force and effect. Nothing contained herein or in any of the Contest related materials should be construed as an endorsement by Sponsor of any third party, product, or service.

These Rules are in the English language only. Each entrant hereby confirms his or her express wish that these Rules and any related documents be written in the English language. Les parties ci-dessus confirment leur désir que ces règles officielles ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

11. **If the Contest is promoted on social media, the following shall apply:** The Contest may be advertised on or accessed or entered through one or more social media platforms, such as Facebook, Twitter, or Pinterest. However, the Contest is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Each entrant agrees to comply with all terms and policies governing such platforms in connection with the Contest.

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