

Rules of the « Disrupt Dixon's Design "D3" »



3DEXPERIENCE

Version 1.0 – 4/19/2013

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Article 1: Organization

- Dassault Systèmes, headquartered at 10, rue Marcel Dassault - CS 40501 - 78496 Vélizy Villacoublay Cedex – France (hereunder "DS"),

AND

- Tom Dixon (Design Research Limited) headquartered at Wharf Building, Portobello Dock, 344 Ladbroke Grove, London W 10 5BU – United Kingdom (hereunder "Tom Dixon"),

Hereunder collectively named the "Organizers", are organizing a contest entitled "Disrupt Dixon's Design "D3"" (the "Contest").

Article 2: Conditions of Participation

The Contest is open to any private individual of any age, except for:

- Residents of a country under a United States embargo;
- Residents of Belgium, Norway, the Netherlands, Sweden, Brazil and the Canadian province of Quebec.
- Residents of any other country or territory where participation in the Contest, as well as the terms of the present rules, would violate applicable local laws.
- Employees of Dassault Systèmes that directly, or indirectly, participate in the development of The Contest,
- Employees of Tom Dixon and its affiliates,
- Spouses and family members of the employees of the aforementioned companies.

Any person under 18 must obtain the prior written authorization of the person(s) having parental authority over this minor to participate. The participation to this Contest by a minor remains the full responsibility of the person(s) having parental authorization over this minor. The Organizers may request at any time this written authorization. If this written authorization cannot be provided to the Organizers, the Organizers may disqualify the participant.

The Contest is free of charge, with no purchase necessary, and requires Internet access.

Participation is on an individual name basis only, and the participant may not under any circumstances participate on behalf of other people or companies. Any incomplete registration forms will be considered invalid.

Participation in this Contest involves the express, unconditional acceptance of these rules, the ethical rules in force on the Internet, the terms of use of the websites that the participant logs in to in order to participate in the Contest, and the applicable laws and regulations in force, particularly current provisions that apply to games and gambling. Consequently, failure to comply with the present rules, in particular with the required conditions of participation, or any incomplete or inaccurate registration form, or any violation of other provisions, shall cause the participant's participation to be invalidated. The Organizers reserve the right to perform any verification in order to apply the present article.

Article 3: Terms of participation

The Contest is open from April 8th, 2013 until June 30th, 2013 inclusive.

The "Disrupt Dixon's Design" contest is accessible at the following address:
<https://swym.3ds.com/#community:121/home> (the "Website").

The participant must have or must create a free account ("DS Passport") on <https://swym.3ds.com> to participate. The account is strictly personal and may not be created on the name of any company or third party person.

The purpose of this "Disrupt Dixon's Design "D3"" Contest is to use one of the Tom Dixon's 3D Models (hereunder "Tom Dixon 3D Models") proposed on the Website to adapt and/or modify this Tom Dixon 3D Model to create your 3D model on this basis (hereunder the "3D Model") and to submit this 3D Model for participation.

Participation in the Contest is to:

1. Connect on the Website and download the Tom Dixon 3D Models,
2. Adapt and/or modify the TOM Dixon 3D Models in order to create an new 3D Model,
3. Submit the 3D Model created by uploading the 3D Model on the Website. Tags "D3" & "Disrupt" must be added to the creation,
4. Once the 3D Model is uploaded, the participant must create mounting/dismounting instructions for the 3D Model, using the 30-days 3DVIA Composer trial available on <http://www.3dviacomposer.com/try/request.php> . The participant must also upload those mounting/dismounting instructions in the media section of the Website,
5. Finally, the participant must create a post in the blog of the Website presenting his work from the 3D Model design explanation to the mounting/dismounting instructions of the 3D Model.

It is specified that Tom Dixon grants the participants the right to use, adapt and modify the Tom Dixon 3D Models only during the Contest and for the only purpose of participation in the Contest.

As the 3D Models are based on Tom Dixon 3D Models, Tom Dixon authorizes the participant to represent, produce, translate, modify, publish and distribute the proposed 3D Models for only promotional purposes on any medium whatsoever, in any way whatsoever, for the entire legal protection period of the submitted 3D Models and the entire world. Tom Dixon authorizes the participant to sub-license this right to DS for the execution of article 13.

The subscription is strictly personal; no team is allowed to participate to this Contest. Only one 3D Model submission will be accepted for each participant.

The 3D Model uploaded by the participant must comply with the purpose of The Contest. The participant agrees not to propose a 3D Model of an illicit and/or indecent nature.

The participant agrees not to harm the brands and image of Dassault Systèmes, Tom Dixon or their affiliates.

The Organizers reserve the right to moderate 3D Models uploaded by the participants, and thereby to delete any 3D Model that does not abide by the present rules, which would invalidate the corresponding participation.

Article 4 - Winner selection

Upon completion of the Contest, a community jury will meet to designate the winner based on the following criteria:

- (i) Creativity of the 3D Model (40%),
- (ii) Innovation brought by the 3D Model (40%)
- (iii) Clarity of the mounting/dismounting instructions provided and the blog post (20%).

The winner will receive an iPad, a 3D print of his 3D Model, and will participate to an exposition and attend to a meeting with Tom Dixon on “Maison et Objet” event in Paris in September 2013. Results will be announced on the Website on July 31st, 2013.

Article 5: Jury members

The jury selecting the winner under the conditions defined above is made up of 4 people:

- 1 people from Dassault Systèmes:
 - Frédéric VACHER, forward marketing
- 1 people from Tom Dixon:
 - Tom DIXON, CEO

- 1 people from Sculpteo:
 - Clément MOREAU, CEO
- 1 people from IDEAT magazine
 - Michael ZIKOS, Journalist

Article 6: Prizes

This Contest awards prize to 1 winner: the winner is designated by the jury defined in article 4.

- 1st prize will be awarded to the winner who posted the best 3D model based on the jury's selection criteria. The prize is worth approximately 2 500 € and It is made up of:
 - An Ipad, 500 €
 - The 3D print of the winner's 3D Model which will be sent to the winner's address (approximately 2 000 €).
 - An invitation for an exposition and a meeting with Tom Dixon at "Maison et Objet" (Paris, September 2013 session)

Article 7: Awarding the prize package

The winner will be notified by e-mail and through the Website, starting on July 31st 2013 in compliance with Article 4. The winner must follow the instructions indicated in the e-mail sent to him informing him of his winnings, within 45 days after the e-mail or social network message is received, particularly sending their address and the copy of their valid form of identification, in order to receive the rewards.

The name of the winner may also be published on the different websites hosting The Contest.

If the winner has not responded to the Organizers 'e-mail within that 45-day period, he or she will be considered to have refused the award.

The packages may not be challenged by the winner in any way, nor returned for any amount of money, nor modified, replaced or exchanged for any reason whatsoever.

Should circumstances require, the Organizers reserve the right to replace the prize with another prize of equivalent nature and/or value, without being held liable in any way.

Article 8: Legal registration

The Contest rules are filed with Etude SENUSSON Didier (huissier de justice) – 39, avenue de Saint Cloud – 78000 Versailles.

The Organizers reserve the right to amend these rules at any time. Any changes of the rules will be registered at Etude SENUSSON Didier – 39, avenue de Saint Cloud – 78000 Versailles and will be published on The Organizer’s website.

These rules are available for consultation on The Contest websites or, at written request, at Disrupt Dixon’s Design - Dassault Systèmes – 10, rue Marcel Dassault – 78140 Vélizy Villacoublay - France. These rules are provided free of charge. Any postal costs incurred by a participant requesting the full Contest rules by post can be reimbursed on written request to the following address.

Please send your request to:

Disrupt Dixon’s Design Challenge - Dassault Systèmes – 10, rue Marcel Dassault – 78140 Vélizy Villacoublay - France

The Organizers reserve the right to reduce or extend the duration of The Contest or to cancel if felt necessary, in the event of force majeure or any circumstances beyond the control of The Organizers, and without the responsibility of The Organizers being incurred.

Any decision made by The Organizers or any amendment hereto arising out the previous paragraph, will be registered at Etude SENUSSON Didier (huissier de justice) – 39, avenue de Saint Cloud – 78000 Versailles.

Article 9: Acceptance of the rules

Participation in this Contest implies the full and unconditional acceptance by the participants of the provisions of these rules in their entirety. Any breach of any provision of these rules will disqualify the participant having committed said breach.

Article 10: Reimbursement of participation costs

Any participant using an Internet account debited at the time of connection can be refunded. Any Internet access based on a free or fixed cost package will not be refunded since the participation in The Contest is included within a general use of the Internet and does not incur additional charges.

The costs of participation via Internet can be reimbursed on the basis of a flat rate Internet connection of 3 minutes. The reimbursement request must be sent by mail to the Organizers, accompanied by bank account details in the name of the service account holder, a photocopy of the invoice for the Internet access relating to the month of The Contest, proof of participation, and a letter indicating the analog or digital number (or decoder, if it is a cable subscription) that was used for the participation, and the date and time logged on, no later than 30 days after The Contest's closing date, with the postmark signifying the date. The expenses incurred by the participant for the stamp required for this

application will be reimbursed on the basis of the 20g economy “letter” rate in force.. Only one reimbursement request per participant registered for The Contest and per envelope (same name, same address). Incomplete requests will be ignored.

Article 11: Connection and use of the Internet

By connecting to the site, the participant understands and accepts the character and limitation of the internet, in particular regarding technical performance, response times for receiving or sending information, possible misuse, viruses and, more generally, all risks inherent in any and all types of internet connection and transmission.

The Organizers assume no liability for misuse or any incident arising from, or relating to any malfunction of the Internet network obstructing the smooth function and/or process of The Contest, any failure of any receiving hardware or the communication lines, loss of any data transmitted by Internet, functioning of any software, consequences of any virus, computer bug, anomaly, technical failure, any damage caused to a participant's computer, any technical, hardware and software failure of any type whatsoever that precluded or restricted the possibility of taking part in The Contest or damaged the system of a participant.

Article 12: Liability

Any misrepresentation, attempt to mislead or commit fraud will result in disqualification. The Organizers may cancel all or some of The Contest if it appears that fraud of any kind whatsoever has taken place. In such a case, The Organizers reserve the right to not award the prize to the fraudulent user and/or to take legal action against the perpetrators of these frauds.

The Organizers are not responsible or liable for any possible damage or injury caused, or claimed to be caused, by the use of the prize

The participant alone is responsible for the content of the creation that he or she submits, and for any usage that he or she makes of any website hosting The Contest.

Article 13: Use of participant's 3D Models – Permission of rights

Each participant grants to The Organizers, exclusively and at no charge, a license on his or her proposed 3D Models allowing The Organizers to represent, produce, translate, modify, publish and distribute the proposed 3D Models for only promotional purposes on any medium whatsoever, in any way whatsoever, for the entire legal protection period of the submitted 3D Models worldwide.

Each participant certifies and warrants that he or she has, and/or that he or she has obtained from any person who contributed to the creation of the submitted 3D Models, all rights needed for the transfer described above to the Organizers, that relate to the 3D Model that he or she is submitting for the present Contest, and that this 3D Model this does not violate any third-party rights, particularly copyrights.

In any event, the Organizers retain the right to use, or not use, all participants' 3D Models.

If the Organizers consider that the 3D Models communicated by the participant looks a project which could be developed, The Organizers will contact the participant to discuss a contract of partnership relating to the development of the aforementioned project.

Article 14: Intellectual property rights

In accordance with laws governing intellectual property rights, the reproduction and the representation of any element of The Contest and these rules are strictly forbidden. All the brands and trademarks quoted are registered by their owners, and protected by laws governing intellectual property rights.

All Tom Dixon 3D Models remain the property of Tom Dixon and the participant will not use these 3D Models or variations of these Models for any other purpose than the participation in the Contest and the execution of the present rules.

Article 15: Use of the participants' personal data

As a result of the 3D Model being uploaded to the site(s) that host The Contest, the participant authorizes the Organizers to use his or her surname, first name, or Internet name in any promotion related to the current Contest, without such use giving rise to any compensation.

Article 16: Data Privacy

The participant's personal data is collected and processed in compliance with the French Data Protection Act of January 6th 1978. In accordance with article 27 of this Law, each participant has the right to access, modify or delete personal data held about them. They can exercise these rights by submitting a written request to the address of The Contest.

Article 17: Master Copy

It is expressly agreed between the Parties that, except for an obvious error, the data in The Organizers computer system is the "Master Copy" between The Organizers and the participant concerning the Contest.

Article 18: Disputes

Any claim or challenge related to The Contest (i) must be made in writing and sent to Disrupt Dixon's Design Challenge - Dassault Systèmes, 10, rue Marcel Dassault – 78496 Vélizy

Villacoublay Cedex – France and (ii) will not be taken into consideration more than 30 days after The Contest has closed.

The Organizers will decide any dispute concerning The Contest and its rules in line with Etude SENUSSON Didier (huissier de justice) – 39 avenue de Saint Cloud – 78000 Versailles. No telephone or written requests that relate to the interpretation or application of these rules, its mechanisms, or the terms of The Contest, including the name of the winner, will be entertained.

Article 19: Applicable law - Jurisdiction

The present rules and the Contest itself are governed by the laws of France. Should an amicable settlement procedure fail, any dispute arising over the interpretation of these rules or the running of the Contest shall be submitted as a last resort to the assessment of a competent Paris court.