

AVEVA Social Media Contests

Official Rules & Guidelines

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SUBJECT TO ALL APPLICABLE LAWS, REGULATIONS, AND ORDINANCES. VOID WHERE PROHIBITED BY LAW. IF YOU ARE ACCESSING THIS CONTEST VIA YOUR WIRELESS DEVICE, DATA RATES MAY APPLY.

THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ SECTION 23 CAREFULLY.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH LINKEDIN, TWITTER, FACEBOOK, OR ANY OTHER WEBSITE, OR THE MANUFACTURER OF ANY PRIZE.

Contest is open to individuals at least 18 years old or age of majority, whichever is older in your jurisdiction of residence, at date of entry into Contest. Limit one entry per person.

1. **Acceptance of Rules.** By entering this "E3D Contest" (the "Contest"), you hereby accept and agree to these official rules (the "Official Rules") of this Contest and the decisions of the judges in connection with this Contest, whose decisions are final.
2. **Eligibility.** This Contest is offered and open to persons who are at least 18 years old or age of majority, whichever is older in their jurisdiction of residence, at the date of entry in this Contest. Employees, directors, and immediate family members of AVEVA and their parents, affiliated and subsidiary companies, advertising and promotion agencies and legal and financial advisors are not eligible to participate in this Contest but are ineligible to win prizes. For purpose of the foregoing, "immediate family" means parents, spouses, children, siblings or any members of the same households of such employees and directors. This Contest is void where prohibited by law. Prizes will not be awarded to residents of Cuba, Iran, North Korea, Syria, Russia, Belarus, or any other country restricted by the U.S. Commerce Department.
3. **Entering the Contest.** To receive an entry into the Contest, users need to: (i) access, during the Promotion Period, the Contest posting, which will be sent via email or another suitable communication method ("Contest Posting"), (ii) if not already, become a registered user of YouTube (which is free); (iii) sign up for the Contest by submitting in response to the Contest Posting via YouTube or by the method designated in the Contest Posting in a manner responsive to the requested content in the Contest Posting; (iv) agree to these Official Rules; and (v) hit the "Submit" or any similar button to post the content on YouTube. One entry per user, per Contest. Any attempt to enter multiple times with multiple identities, accounts, names, or other means is grounds for disqualification.
4. **Entry Requirements.** Entries must (a) follow the instructions set forth in the Contest Posting, (b) conform to all requirements for postings on YouTube, (c) be the exclusive original work of the entrant; (d) be in keeping with the Sponsor's image, (e) not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon the rights of any person or entity, including but not limited to copyright, trademark, privacy or publicity, (f) not contain any

commercial/corporate advertising, including but not limited to corporate logos, brand names, and slogans other than the Sponsor's, (g) not depict or describe any conduct or content that is unsafe, immoral, obscene or otherwise inappropriate as determined by Sponsor in its sole and absolute discretion; and (h) not have been submitted in any other contest or won any prize.

5. Usage Rights. All Entries are subject to the usage terms of YouTube. Without limiting the foregoing, by submitting an Entry, you also grant to Sponsor and its agents and persons acting with Sponsor's authority, the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify your Entry submission in any way, in any and all media, for any purpose, without limitation, and without further consideration to you.
6. Promotion Period. The Contest begins at the time the Contest Posting is posted and ends at 11:59:59 p.m. Pacific Time on the Friday 6 months after the Contest Posting is posted (the "Promotion Period"). AVEVA will announce winners within approximately 1-2 weeks after the conclusion of the Contest.
7. Prize. The following prize(s) will be available: a plaque or trophy for the winning entry. The Prize has an approximate retail value ("ARV") of fifty US Dollars (US\$50).
8. Prize Restrictions. No assignment, transfer, conversion to cash or cash redemption or substitution of a Prize is permitted, except AVEVA reserves the right to substitute a Prize with a prize of comparable or greater value, should a Prize or part of a Prize become unavailable. Prize(s) are solely for personal use and may not be used in conjunction with any other promotion. All Prize details are at the sole discretion of AVEVA.
9. Winner and Notification. Winner(s) will be selected by a panel of judges based on the following criteria: Creativity (30%); Quality of Expression (20%); Best Expression of Contest Theme (40); and Appropriateness to Image of Sponsor (10%). AVEVA will contact, via email or another suitable method, the potential Winners to confirm eligibility and compliance with these Official Rules. If no contact has been made with the potential Winner after a reasonable effort has been made during five (5) business days from the first notification attempt, AVEVA may disqualify the potential winner and award the prize to an alternate Winner.
10. Prize Taxes. Any tax liabilities arising from the acceptance of a Prize in this Contest will be the sole responsibility of each Winner.
11. Affidavit of Eligibility/Liability Release and Publicity Release. Each potential winner, and any guests, may be required to complete, execute and return an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "**Release Forms**"), as well as any required tax forms (where applicable) within five (5) days of notification of winning. Failure to return Release Forms timely, or if Prize notification or a Prize is returned as non-deliverable, or if a Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Winner selected in accordance with these Official Rules.

12. **Publicity Release Terms.** Except where prohibited by law, the Winner's acceptance of a Prize constitutes permission for the AVEVA to use Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.
13. **Improper Conduct.** AVEVA, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Contest; ban, delete, or reject any inappropriate, unrelated, or false entries; and refuse to award a Prize, if a Winner engages in any conduct AVEVA deems to be improper, unfair or otherwise adverse to the operation of the Contest or detrimental to other entrants of the Contest. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or Prize claim; violating any term or condition stated herein; accumulating entries through methods such as automated computer scripts or any other programming techniques; allowing others to use entrant's personal information for the purpose of accumulating entries; harassing, embarrassing, or targeting any individual, business, or other entity; or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this Contest. Winners agree that AVEVA may void a Prize or any part of a Prize that a Winner may have won and/or require the return of a Prize or any part of a Prize that a Winner may have won because of such improper conduct. Winners further acknowledge that any forfeiture of a Prize and/or return of a Prize shall in no way prevent AVEVA from pursuing other avenues of recourse, such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, AVEVA RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**
14. **Integrity of Contest.** If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which AVEVA, in its sole opinion believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, AVEVA reserves the right at its sole discretion to cancel, terminate, modify or suspend this Contest and select the Winners from entries received prior to the action taken or in such other manner as AVEVA may deem fair and appropriate.
15. **Lost or Corrupted Entries.** AVEVA and its parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage-due mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. AVEVA and its parents, affiliated and subsidiary companies and advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking or by any of the equipment or programming associated with or utilized in this

Contest, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest.

16. **Damaged Property.** To the extent allowed by applicable law, AVEVA and its parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any entrants or to any other person's computer or property related to or resulting from participating in this Contest or downloading materials from this Contest.
17. **Contest Errors.** To the extent allowed by applicable law, AVEVA and its parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with errors and/or ambiguity: (a) in the Contest; (b) in any related advertising or promotions of this Contest; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, AVEVA reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity(s) or error(s) without materially affecting the terms and conditions of the Contest.
18. **Prizes and Winners.** To the extent allowed by applicable law, AVEVA and its parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you/entrant hereby forever waive any rights to any claim in connection with, the selection and announcement of the Winners, the distribution of the Prizes, the acceptance/possession and/or use/misuse of any part of a Prize and/or any injury or damage to any entrant's or third person's property related to or resulting from any part of a Prize or any part of this Contest.
19. **Release and Indemnity.** To the extent allowed by applicable law, each entrant in this Contest, including, without limitation, the Winners, hereby releases and agrees to hold harmless AVEVA and its parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in this Contest and participation in any activity related to this Contest.
20. **LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL AVEVA, ITS PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST. 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. CHECK YOUR**

LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

21. DISCLAIMER OF WARRANTIES. THE CONTEST AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

22. Identity Disputes. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the Authorized Account Holder of the email address associated with the LinkedIn account via which the entry was submitted. For purposes of these Official Rules, "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

23. LEGAL DISPUTES AND ARBITRATION AGREEMENT AND RIGHT TO OPT OUT. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

A. Initial Dispute Resolution. AVEVA is available by email at feedback@aveva.com to address any concerns entrant may have regarding the Contest. Most concerns may be quickly resolved in this manner. Each party agrees to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

B. Agreement to Binding Arbitration. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 23(A) above, then either party may initiate binding arbitration conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision. All claims arising out of or relating to these Official Rules (including their formation, performance and breach), the parties' relationship with each other and/or AVEVA's provision of the Contest shall be finally settled by binding individual arbitration administered on a confidential basis, excluding any rules or procedures governing or permitting class arbitration. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator. The arbitrator, and not any court or government agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Official Rules, including, but not limited to, any claim that all or any part of these Official Rules is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND, WHERE APPLICABLE, HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

C. Class Action and Class Arbitration Waiver. **THE PARTIES EACH FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND ENTRANT AND AVEVA EACH EXPRESSLY WAIVE THEIR RIGHTS TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 23(B) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

D. Exceptions - The following are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; (ii) AVEVA's claims against entrant for collection or payment of damages, but entrant and AVEVA may mutually agree to arbitrate any such claims; and (iii) claims brought by either party in a small claims court for disputes or claims within the scope of that court's jurisdiction.

E. 30 Day Right to Opt Out. **ENTRANT HAS THE RIGHT TO OPT-OUT AND NOT BE BOUND BY THE ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN SECTIONS 23(B), 23(C), AND 23(D) BY SENDING WRITTEN NOTICE OF ENTRANT'S DECISION TO OPT-OUT TO THE FOLLOWING EMAIL: FEEDBACK@AVEVA.COM.** The notice must be sent within thirty (30) days of entering the Contest, otherwise entrant will be bound to arbitrate disputes in accordance with the terms of those sections. If entrant opts out of these arbitration provisions, AVEVA also will not be bound by them.

24. Governing Law and Jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and AVEVA in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration, as set forth in the immediately preceding Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of Houston.
25. Winner List. Winner(s) name(s) will be posted on Sponsor's LinkedIn page approximately two weeks after the end of the Contest.