



## **OFFICIAL RULES OF THE TOP SYSTEMS “T-FLEX CAD STUDENT DESIGN” CONTEST (“Contest”)**

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. VOID WHERE PROHIBITED.**

### **1. Introduction.**

Participants may submit their creative work within the specifications and requirements as outlined in the **Requirements** section of this document. Participants must use Top Systems® T-FLEX®, software applications, alone or in combination with other software.

### **2. Eligibility.**

The Contest is open only to individuals over age 12 who are registered as a student in one of the following “Schools”:

- (i) Government accredited or recognized public or private universities, colleges, and community colleges that grant degrees;
- (ii) Government accredited or recognized public or private primary (elementary) or secondary schools providing full-time instruction;
- (iii) Education consortiums where each member is government accredited or recognized school;
- (iv) Training courses offered by a Top Systems Certified Training Partner; and
- (v) Educational institutions as named and approved by Top Systems.

By participating in the Contest, each participant warrants that (1) he/she is at least the age of majority in his/her jurisdiction of residence or that participant’s parent or guardian has granted permission for participant’s participation; (2) he/she is eligible to participate under the applicable laws and regulations; (3) his/her participation has been and will be in full compliance with these official rules. Entrants who are residents of a country, state, province or jurisdiction that (1) prohibits any aspect of this Contest or requires localized translation, (2) prohibits unregistered contests or (3) requires the contest sponsor to post a bond, are ineligible. Top Systems expressly disclaims any responsibility or liability for any entrant who enters when it is illegal for them to do so. Top Systems reserves the right to disqualify any participant if Top Systems suspects, in its sole discretion, that participant did not follow these official rules, or if participant’s participation in the Contest or receipt of prize would violate applicable laws of the jurisdiction in which the participant resides (including, but not limited to, the Province of Quebec, Canada). Participants may be required to submit proof of their eligibility. Top Systems reserves the right, in its sole discretion, to determine whether eligibility requirements have been met.

### **3. Submission.**

Entries must be received during the Contest Period to be considered. Proof of transmission of an entry shall not constitute proof of receipt. Participants may submit multiple entries but not to the same Category as outlined in the **Requirements** section of this document. All submission information provided by participants must be true and correct. Top Systems is not responsible for late, incomplete, invalid, mutilated, illegible or misdirected submissions. Top Systems reserves the right, in its sole discretion, to disqualify any individual it suspects of tampering with the operation or submission process of the Contest, or acting in violation of these official rules or applicable laws. Late submissions will not be accepted. By participating in the Contest, participants agree to abide by and be bound by these official Contest rules and accept the decisions of Top Systems and the Contest judges as final.

#### **4. Requirements.**

A. All submissions must be created using Top Systems software as the primary tool(s). Participants must be authorized licensed users of any and all software used in their submissions.

B. All submissions must be a complete work.

C. All submissions must be the original creation of the participant(s).

D. Submissions must include a "title slate" that lists: 1) the name(s) of the participant(s); 2) the title of the submission; 3) the age(s) of the participant(s); 4) the address(es), phone number(s) and e-mail address(es) of the participant(s); 5) the name of the School at which participant(s) is registered; 6) the Top Systems software used in the creation of the submission; and 7) a comment on using Top Systems software in the creative process.

E. IF PARTICIPANT(S) IS UNDER THE AGE OF 18 YEARS OR THE AGE OF MAJORITY IN THE COUNTRY OF HIS/HER RESIDENCE AT THE TIME OF SUBMISSION, THEN THE 'TITLE SLATE' MUST INCLUDE THE PARENTAL CONSENT STATEMENT BELOW AND BE SIGNED BY A PARENT/LEGAL GUARDIAN OR THE SUBMISSION WILL BE REJECTED.

PARENTAL CONSENT: I give permission for my child to participate in the Top Systems 'T-FLEX CAD Student Design' Contest and agree to the terms and conditions in the official Contest rules.

Parent/Legal Guardian Signature:

Print Parent/Legal Guardian Name:

F. Submissions may not contain profanity, nudity, pornographic images, violent images, anti-competition messages or material considered illegal. Submissions containing any such aspects and/or that are in violation of law or otherwise deemed by Top Systems to be inappropriate will be disqualified.

G. Each submission may be submitted on either an individual or collaborative entry basis. Corporate entries will not be accepted. All components of the submission must be the original creation of the participant(s). The submission may not include confidential information, trade secrets, trademarks or copyrighted or other material belonging to any person or entity other than the participant absent a suitable license or permission agreement (proof of which is required).

H. Submissions may include model files, videos, and images.

J. Submissions may be uploaded via Top Systems' ftp.

In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Any submission that does not comply with these specifications or any other requirement herein is subject to disqualification. Participants may be required to submit proof they have met the above requirements. Submissions will not be returned.

***\*Parental consent statements accompanying online submissions may be faxed to Top Systems.***

#### **5. Judging.**

Top Systems will judge all eligible submissions. Entries will be weighted and judged according to the following criteria: 25% originality, 25% technical excellence, 25% design, 25% sophistication of use of Top Systems product.

#### **6. Winning and Notification.**

The Prizewinners will be announced after the Contest Period, and will subsequently be notified by phone or e-mail. Top Systems will post the Prizewinners' names on the Top Systems website and/or the official competition web page. Failure to comply with any term or condition in these official rules may result in disqualification.

Potential Prizewinners may waive their right to receive a prize. Top Systems will attempt to notify potential Prizewinners by reasonable means, using the contact information provided with the submission. If for any reason a potential Prizewinner cannot be reached after reasonable

attempt has been made, the prize will be awarded to an alternate Prizewinner. Winners are required by law to pay any applicable local, state and federal taxes, and any other charges including, but not limited to, duties, customs fees or other fees, on prizes. All Prizewinners will be required to complete and sign an affidavit of eligibility and/or release of liability and a prize acceptance form indemnifying Top Systems from any liability in connection with the Contest or its prizes, and a publicity release, all of which must be returned by prepaid overnight courier within fourteen (14) days of issuance of notification (Prizewinners must pay overnight courier fees) or as otherwise specified by Top Systems. Failure to return above mentioned documents within the time noted or return of prize notification as undeliverable will result in the Prizewinner being disqualified and an alternate Prizewinner being selected. Top Systems has the right, in its sole discretion, to substitute prizes of an equal or greater value. Prize(s) may not be transferred, assigned, or redeemed for cash.

#### **7. Prizes and Chances of Winning.**

There will be several prizes including grand prize and other prizes.

If the submission winning the grand prize, or any prize-winning submission is a result of a team effort, the team as a single entity will receive the prize. However, individual contributors will receive recognition for their participation on the "T-FLEX CAD STUDENT DESIGN" website. This is a contest of skill. Odds of winning will depend upon the total number and quality of submissions received by Top Systems.

#### **8. Ownership and License of Submissions.**

All submissions become the property of Top Systems. By submitting their submissions to Top Systems, participants grant Top Systems and its affiliates ("Top Systems Group") a perpetual, assignable, nonexclusive, worldwide, paid-up and royalty-free license to reproduce, edit, distribute, make derivative works of, publish, broadcast, display and/or perform the submissions and including the right to sublicense the foregoing rights to third parties including, without limitation, Top Systems' resellers and distributors, for any and all purposes including, without limitation, inclusion in and/or distribution with Top Systems products, marketing collateral, product demonstration, product documentation, sample or demo videos, product packaging, sample or demo CDs, trade shows and/or events, websites, signage and advertisements ("License").

Each participant warrants: (i) he/she has all requisite right, title, and interest in his/her submission(s) to grant the rights provided herein, including the right to submit the submission(s) to Top Systems; (ii) his/her submission(s) to Top Systems does not infringe any third party intellectual property or other right; (iii) he/she, at any time requested by Top Systems, will execute such documents and do such acts as may be required by Top Systems to perfect the Top Systems' rights and license the submission(s); (iv) he/she acknowledge that the opportunity to participate in the Contest constitute valid and sufficient consideration for such License; and (v) he/she waives all moral rights in his/her submission(s). All entries shall be used (or not used) at the sole discretion of Top Systems.

#### **9. General Terms and Conditions.**

Participating in the Contest constitutes participant's full and unconditional agreement to and acceptance of these official rules. No purchase is necessary to enter or win, and no obligation of any kind is implied. Except where prohibited by law, participation in the Contest constitutes the Prizewinner's consent to Top Systems' use of the Prizewinners' names, addresses, likeness, photographs, statements made by the Prizewinners about the Contest, Top Systems, and/or prize information for promotional purposes in any media without further payment or consideration, except where prohibited by law. Potential Prizewinners may be required to submit an affidavit of eligibility and release of liability prior to being declared a winner. All winners are required to comply with all reasonable requests for tax identification and may be required to provide a Social Security Number (or equivalent government identification number) before receiving any prize. BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS TOP SYSTEMS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS PARENTS, SUCCESSORS AND ASSIGNS, AS WELL AS THE INDIVIDUAL JUDGES, FROM AND AGAINST ANY CLAIM OR

CAUSE OF ACTION ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION ANY CLAIM, DAMAGES OR LIABILITY OF ANY KIND, INCLUDING REASONABLE ATTORNEY FEES AND COSTS, RESULTING FROM OR RELATED TO ANY DEFECTS IN PARTICIPANTS' RIGHTS TO LICENSE THEIR SUBMISSIONS, INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS AND/OR RECEIPT, POSSESSION, USE OR MISUSE OF ANY PRIZE. TOP SYSTEMS RESERVES THE RIGHT TO CANCEL OR MODIFY THIS CONTEST FOR ITS CONVENIENCE OR IF FRAUD, TECHNICAL FAILURES OR ANY OTHER FACTOR BEYOND TOP SYSTEMS' REASONABLE CONTROL IMPAIRS THE INTEGRITY OF THE CONTEST AS DETERMINED BY TOP SYSTEMS IN ITS SOLE DISCRETION. ANY DISPUTES ARISING FROM OR RELATING TO THE CONTEST OR THE SELECTION OF WINNING SUBMISSIONS WILL BE RESOLVED BY TOP SYSTEMS IN ITS SOLE DISCRETION.

Top Systems is not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from downloading any material from Top Systems' website, regardless of whether the material was prepared by Top Systems or a third party, and regardless of whether the material is connected to Top Systems's website by a hypertext link. All federal, state, provincial and local laws and regulations apply.

#### **10. Uses of Personal Information**

Top Systems will use participants' personal information to notify participants about this Contest.

#### **11. Miscellaneous.**

Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of the Prizewinners will be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of participants and Top Systems in connection with the Contest, will be governed by, and construed in accordance with, the laws of Russian Federation.

#### **12. Laws.**

These are the official Contest rules. These Contest rules are subject to change without notice in order to comply with any applicable laws or the policy of any other entity having jurisdiction over Top Systems.

#### **13. Right to Modify/Terminate Contest.**

Top Systems reserves the right to modify scheduling of the Contest without prior notice. Top Systems reserves the right to terminate or suspend the Contest without notice at any time and for any reason.

#### **14. Winners List.**

The list of winners will be posted at [www.tflex.com](http://www.tflex.com) web site.

#### **15. SPONSOR.**

Top Systems, 18A-1 Vadkovskiy per. Moscow 127055, Russia is the contest sponsor.

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