

# GrabCAD Challenge Submitter Terms and Conditions

Each open -innovation Challenge will be announced on a GrabCAD Challenge webpage with a description of the particular subject matter, the specific judging criteria (the “**Judging Criteria**”), the entry dates (the “**Entry Period**”) during which completed responses to the Challenge (“**Entry**” or “**Entries**”) will be accepted, and the number and nature of the anticipated awards for the Challenge.

**By submitting an Entry to a given Challenge, you, as the submitter of the Entry (whether an individual, group or company hereinafter “Entrant”), are agreeing to be bound by the following legal terms and conditions together with any Sponsor-specific terms and conditions or rules posted to the Challenge webpage (collectively “Challenge Rules” or “Agreement”).**

This Agreement governs the relationship between Entrant, Stratasys, Inc. acting through its GrabCAD division (hereafter “**GrabCAD**”) and various sponsors administering and expressly identified on a particular, respective challenge (“**Sponsor**”). The Entrant, GrabCAD, and Sponsor are hereinafter collectively referred to as the Parties and individually as a Party.

*Plain English: By submitting an Entry, you are agreeing to all these terms. Make sure you understand all of them.*

## 1. GENERAL INFORMATION

Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. Entrant is responsible for checking applicable laws and regulations in its jurisdiction before participating in the Competition to make sure that participation is legal. Entrant is responsible for abiding by its employer's policies regarding participation in the Competition. If Entrant is entering on behalf of a business partnership, company, institution or other such relationship, Entrant is responsible for confirming with any partnership, company, institution or other such relationship that the Entry does not violate any policies set by that partnership, company, institution or other such relationship. Sponsors disclaim any and all liability or responsibility for disputes arising between

Entrant and its employer related to this Competition. Entrant is responsible for all taxes and reporting related to any Award that Entrant may receive as part of the Competition. Entrant may be subject to background screenings as needed to ensure legal compliance, such as compliance with U.S. export control laws and regulations, and Entrant may be required to submit certain information, such as Entrant's nationality, citizenship, and foreign affiliations, in order to assure such compliance. Information collected will be used solely to ensure compliance of Sponsor and GrabCAD with U.S. export control laws and regulations. Only Entries submitted in accordance with the terms of the Agreement will be considered an Entry. Entrants are encouraged to use GrabCAD Workbench for developing the Entries. Entries are automatically given a tag when uploading to GrabCAD. Please do not edit or delete this tag. Only Entries with valid tag will participate in the Challenge.

*Plain English: Make sure you can legally enter into this Agreement and receive an Award.*

## **2. ELIGIBILITY**

The Competition is open to Entrants over the age of 18 or the age of majority in said Entrant's geographic location and to all validly formed legal entities that have not declared or been declared in bankruptcy. Employees and contractors of Sponsor and GrabCAD and any of their respective affiliates or subsidiaries are not eligible to enter.

Entrant is solely responsible for all equipment, as well as all costs it incurs associated with entering and participating in the Competition.

Some Entrants may be ineligible and will not be considered for Award based upon residence or citizenship in a Restricted Country, inclusion on a Government Watch List, or other legal compliance restriction. Sponsor and GrabCAD reserve the right not to consider Entries or other submissions, as required, to comply with U.S. laws, regulations, sanctions, embargoes, and prohibitions.

*Plain English: You are responsible for your own costs and you need to be of age and eligible to enter.*

## **3. CONFIDENTIAL INFORMATION**

All Entries must be non-confidential. By making a submission to a Challenge, Entrant agrees that no part of the submission includes any information or ideas deemed by Entrant or by any third party to whom Entrant owes a duty of non-disclosure, as confidential. Since neither GrabCAD nor Sponsors wish to receive or hold any submitted materials "in confidence" it is agreed that,

with respect to the Entry, no confidential or fiduciary relationship or obligation of secrecy is established between the parties. If Entrant's Entry is selected for further evaluation by a Sponsor, Sponsor may (but is not obligated to) offer to sign a confidentiality agreement as part of further discussions about the Entry and the material it describes.

*Plain English: We don't want your secrets. If Sponsor wishes to engage in confidential discussions, it will work it out with you separately.*

#### **4. WARRANTIES**

By submitting an Entry, Entrant represents and warrants that:

1. Entrant meets the eligibility requirements and all information entered for the Challenge is true and complete;
2. Entrant has the right and authority to submit the Entry on its own behalf or on behalf of the persons and entities that specified within the Entry;
3. Entrant agrees to be bound by this Agreement and to all Challenge Rules and decisions of the Sponsors and/or their designees, which are final and binding in all respects;
4. Entrant agrees that participation shall not constitute employment, assignment or offer of employment or assignment;
5. Entrant is not entitled to any compensation or reimbursement for any costs;
6. Entrant agrees that the Sponsor and/or GrabCAD have the right to promote all Entries; and
7. that Entry (both the information and materials submitted in the Entry and the underlying technology/method/idea/treatment protocol/solution described in the Entry):
  - a) is Entrant's own original work, or is submitted by permission with full and proper credit given within the Entry;
  - b) is not, and has not been in production or otherwise previously published or exhibited, and has not been submitted to any regulatory body for approval or certification of any kind;
  - c) does not contain any confidential information or trade secrets (Entrants or third parties);
  - d) to the best of your knowledge, your Entry does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property rights or other rights of any person or entity;
  - e) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
  - f) does not and will not violate any applicable law, statute, ordinance, rule or regulation;
  - g) does not trigger any reporting or royalty or other obligation to any third party; and
  - h) in your good faith opinion, your Entry is innovative and original. If you have already filed a patent application or been issued a patent for any part of your Entry, or if you have licensed or will need to license any third-party intellectual property, please include that information.

If Entrant thinks an Entry may infringe on existing copyrighted materials, please notify GrabCAD immediately by email at [challenges@grabcad.com](mailto:challenges@grabcad.com).

*Plain English: Make sure anything you submit is completely honest and is completely yours. We are not promising you a payment or a job. Make sure you understand all the rules.*

## **5. AWARDS**

Sponsor is solely responsible for any prize or award granted in response to a Challenge (“Awards”). Sponsor maintains sole discretion regarding Awards, and GrabCAD has no responsibility or liability for Awards. The sum of the Awards is the total gross amount of the reward. The awarded Entrant is solely liable for the payment of all taxes, duties and other similar measures if imposed on the reward pursuant to the legislation of the country of his/her residence, domicile, citizenship, workplace, or any other criterion of similar nature. Only one Award per Entry unless otherwise expressly stated in the Challenge.

All winners will be contacted by Sponsor or GrabCAD staff to get their contact information and any other information needed to present the Award. Payment of cash Awards is generally made through PayPal. Where an Entrant is comprised of several individuals or entities, the Award will be transferred to the individual who entered the Challenge. Unless otherwise provided in the Challenge details, all Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the initial Award.

Names of the finalists will be released before the announcement of the winners to give the Community an opportunity to share their favorites in the comments, discuss concerns, and allow time for any testing or analysis by the Sponsor. The Sponsor may take the feedback into consideration when picking the winners. Winning designs will be chosen by Sponsor based on the specific Judging Criteria.

*Plain English: If we pay you, you pay taxes. Not everyone will get an award. We will let you know if you win.*

## **6. INTELLECTUAL PROPERTY RIGHTS**

By submitting an Entry, Entrant is granting the Sponsors and GrabCAD certain rights as set forth herein. Entrant warrants and represents that Entrant has the right to grant such rights, including by not limited to the License identified below. Prior to issuance of the Award(s), Entrant is free to discuss the Entry and the ideas and technologies it contains with other parties and Entrant is free to conduct other activities in regards to the subject matter of the Entry, provided that such

discussions and activities do not conflict with rights granted and/or agreed herein or otherwise granted to and/or agreed with Sponsor in connection with your Entry in the Challenge.

**By submitting an Entry**, Entrant grants to the Sponsors GrabCAD and their designees the right to review the Entry, and to describe and publish the Entry in connection with a Challenge. If the Sponsor-specific terms and conditions or rules posted to the Challenge webpage require an additional grant or assignment of intellectual property rights, Entrant hereby agrees to those terms.

Entrant grants a non-exclusive right and license to the Sponsors and GrabCAD and their respective affiliates, subsidiaries, parents, and licensees, to use Entrant's name, likeness, biographical information, image, any other personal data submitted with the Entry and the contents in the Entry (including any created works, such as YouTube videos), in connection with (i) a Challenge and (ii) in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from Entrant. Entrant also agrees that this license is perpetual and irrevocable. Entrant represents that is has the right to grant these rights and license. For uses beyond the license that Entrant grants above, Entrant agrees that any use of its personal data by the Sponsors will be governed by the Privacy Policy for the GrabCAD website.

**If Entrant's Entry is awarded a prize**, Entrant either (a) agrees to and does hereby grant to Sponsor and its designees a worldwide, non-exclusive, sub-licensable, transferable, fully paid up, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, create derivative works from, publically perform, publically display, digitally perform, make, have made, sell, offer for Sale and import the Entry and to develop or have developed the technology described in the Entry, in any media now known or hereafter developed for any purpose whatsoever, commercial or otherwise, without further approval by Entrant ("License"); OR, if the Sponsor-specific terms and conditions or rules posted to the Challenge webpage require a different assignment of intellectual property rights, Entrant hereby agrees to those terms.

Entrant agrees that nothing herein grants Entrant a right or license to use any names, trademarks or service marks of the Sponsors, or any other intellectual property or proprietary rights of the Sponsors. Entrant grants to Sponsor the right to include its company or institution name (if Entry is from a company or institution) as an Entrant on the website and in other physical and technological materials from the Sponsor announcing winners or prospective winners of a Challenge. Other than these uses or as otherwise set forth herein, Entrant is not granting the Sponsors any rights to its trademarks.

GrabCAD shall have the right to remove any content from the website in their sole discretion at any time and for any reason, including, but not limited to, any online comment or posting related to a Challenge.

*Plain English: By entering the Challenge, you agree that the Sponsor can use your creative ideas as described above. The Sponsor may place additional requirements on the rights and/or licenses that are conveyed with your submission of an Entry or your award or acceptance of a prize, and if it does so, you agree to abide by those terms as well.*

## **7. LIMITATION OF LIABILITY**

By participating in a Challenge, Entrant agrees to release, indemnify and hold harmless GrabCAD and the Sponsors, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, “Entities”) from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys’ fees) resulting from or arising out of Entrant’s participation in, association with or submission to a Challenge (including any claims alleging that the respective Entry infringes, misappropriates or violates any third party’s intellectual property rights). In addition, Entrant agrees to waive all claims against GrabCAD and Sponsor, except in the case of willful misconduct, for any injury, death, damage, or loss of property caused by GrabCAD or Sponsor. Parties are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Entrant waives all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys’ fees from GrabCAD or Sponsor.

Any compromise to the fair and proper conduct of a Challenge may result in the disqualification of an Entry, termination of a Challenge, or other remedial action, at the sole discretion of the Sponsor. The Sponsor reserves the right in their sole discretion to extend or modify the requirements, criteria or dates of a Challenge. GrabCAD reserves the right to change this Agreement at any time.

*Plain English: You are responsible for what you submit, the Sponsor decides Challenge criteria, and we aren’t responsible for matters outside of our control.*

## **8. NO OBLIGATION**

Entrant acknowledges that multiple participants may submit Entries that contain concepts or technologies similar to Entrant's Entry and that the Sponsors or their subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that are disclosed in any Entry. Entrant acknowledges and agrees that any actions or omissions of the Sponsors with respect to another Entry or one of its own solutions or business activities, even if similar to Entrant's Entry, shall not create in the Sponsors, as applicable, any liability to Entrant or others. Further, none of the Sponsors are or shall be restricted in any way from pursuing, developing, or commercializing, in any way that the Sponsors, as applicable, sees fit, independent of Entrant and at the Sponsors' sole discretion, any technology that is created independent of Entrant's Entry. For the avoidance of doubt, Entrant acknowledges that none of the Sponsors are obligated to take any action whatsoever with regard to an Entry.

*Plain English: Other Entrants may have similar ideas. Your Entry will not restrict Sponsor's rights to continue working on their own ideas.*

## **9. SEVERABILITY**

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to amend such provision in order that it will comply with law to the extent that it remains closest to the original intention of the Parties.

*Plain English: If one part of this Agreement falls, the rest still remains.*

## **10. GOVERNING LAW AND SETTLEMENT OF DISPUTES**

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.

*Plain English: If there is a legal issue, Massachusetts law will apply.*

## **11. ASSIGNMENT**

Entrant may not transfer or assign this Agreement or any rights or obligations hereunder without the express written consent of the Parties.

*Plain English: After submitting an Entry, please ask us for permission if you would like to give it away.*

## **12. HEADINGS**

Headings of sections and Clauses of this Agreement are meant for the convenience of reference and for simplifying of reading of the text. The referred headings shall have no legal meaning for the performance and interpretation of this Agreement.

*Plain English: The headings are not plain English. Think of them as decoration for the paragraph.*

## **13. WAIVER AND DELAY**

No delay in performing an obligation or in exercising any right under this Agreement shall mean exemption of such obligation or waiver of such right, nor will separate or partial performance of any obligation or exercise of any right exclude further performance of such obligation or further exercise of such right unless the context otherwise requires. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

*Plain English: Just because someone got away with it once, doesn't mean they can get away with again.*

*Plain English for the Plain English: The real legal stuff is not in the Plain English, it's in the not-so-Plain-English part. Make sure you get the whole contract not just the simple stuff. We recommend you talk to a friend to get the full understanding of the terms – provided that friend is a lawyer.*

## **14. MODIFICATIONS AND ORDER OF PRECEDENCE.**

GrabCAD and Sponsor reserve the right to amend the Challenge Rules at any time, including during a Challenge in the case of operational imperatives (in which case notice will be posted on the Challenge webpage and/or communicated directly to Entrants, as appropriate). Entrants are encouraged to consult the Challenge webpage regularly for clarifications, updates, amendments,



and other modifications. Entrant expressly waives all claims or disputes related to any modification made by GrabCAD or Sponsor.

If there is a conflict between the terms and conditions herein and any Sponsor-specific terms and conditions or rules posted to the Challenge webpage terms and conditions or rules posted to the Challenge webpage, then the terms and conditions or/or rules set forth by or on behalf of the Sponsor for the particular Challenge shall take precedence.

*Plain English: A Sponsor may set rules for a particular Challenge that are different from these general terms and conditions. If there are inconsistencies, the rules posted for that Challenge will apply.*

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