

AUTODESK "THE ANSWER IS OUTSIDE" CONTEST OFFICIAL RULES

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST.

VOID WHERE PROHIBITED BY LAW.

SECTION A – SPECIFIC TERMS

1. **Sponsor(s).** The Autodesk "**THE ANSWER IS OUTSIDE**" 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 Autodesk University section on "It's Alive in the Lab" blog at <http://labs.blogs.com> ("Contest Site") (collectively, the "Sites").
2. **Eligibility.** The Contest is open only to natural persons who are at least eighteen (18) years old and are legal residents of the 50 United States and Canada (including the District of Columbia but excluding Puerto Rico and the Province of Quebec, Canada). 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 **November 20, 2013**. Entries for the Contest must be received by Sponsor by 11:59 p.m. PT on **December 1, 2013** (the "Deadline") There is no limit on number of entries.

To enter the Contest, entrants must (i) go to the Contest Site, and (ii) follow the instructions for entry. All entries must comply with the terms in Section B below.

4. **Winner Selection and Announcement; Mailing List.** There will be one (1) total winner for the Contest. The winner(s) will be selected on or about **December 2, 2013**, and Sponsor will announce the winner on or about **December 2, 2013**. The winner will be awarded only the prize(s) for which that winner is qualified, as described below.

The user name and entries of the Contest winner will be posted on the Contest Site, within 3 days of the Deadline. In addition, the names of the winner may be obtained by sending a written request and a self-addressed, stamped envelope to the below address:

Scott Sheppard
Autodesk, Inc.
1 Market Street
San Francisco, CA 94105

or by contacting Sponsor by email at scott.sheppard@autodesk.com. 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.

Entrants who opt to join Sponsor's electronic mailing list agree to be contacted by email by Sponsor. Requests for removal from Sponsor's electronic mailing list may be made as instructed in any such email, or by sending a written request to the above address or email, or as otherwise indicated on the Sponsor Site.

5. **Judging.** All entries that are in compliance with all terms and conditions of these Official Rules (the "Rules") will be judged on the basis of the following criteria (the "Criteria"): **ORIGINALITY; USE OF AUTODESK SOLUTIONS; AND MAGNITUDE OF RESULTS**, each of which will be given equal weight. Sponsor will establish a panel of at least three (3) individuals (each, a "Judge"), including at least the following: Director of Strategic Innovation, Maurice Conti; Corporate Strategist, Bill O'Connor; Strategic Adviser to the CEO/CTO, Jonathan Knowles. One Judge will be named by Sponsor as the Presiding Judge at the beginning of the Contest.

In choosing the winner, the Judges will judge each entry on the Criteria and a score will be awarded to each entry by adding each Judge's score. In the event of a tie, the Presiding Judge's score shall determine the winner. If a tie remains at that point, the entry that received the highest score in the category of Use of Autodesk Solutions shall determine the winner. **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. **Prize.** The prize(s) to be awarded in the Contest ("the "Prize(s)") are as follows:
 - One (1) Prize(s) will be awarded.
7. **Prize Terms; Taxes.** The estimated retail value of each Prize to be awarded in the Contest in U.S. Dollars is as follows: **[BIOLITE CAMP STOVE VALUED AT \$130 PLUS \$450 U.S. GIFT CARD]** The total estimated retail value of all Prizes to be awarded in the Contest is: **[\$580]** All 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." 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.**
8. **Winner Notification and Award of Prize.** The winner will be selected on or around **DECEMBER 2, 2013.** The winner will be notified by e-mail within one (1) days of selection. The winner may be required to sign a declaration of eligibility and/or publicity and/or liability release form, to the extent not prohibited by law, prior to receipt of a prize. 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.

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 governed by the laws of the State of California and applicable United States federal law, without regard to any conflicts of laws principles. 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: (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 laws, including but not limited to export control laws or laws governing use or transmission of harmful or hazardous materials; and
- If you are a U.S. government official or employee, the entry must not have been created within the scope of your employment.
- Must not violate the terms of your employment or contain confidential or trade secret information.

Each entrant irrevocably grants to Sponsor, at no charge, the non-exclusive, perpetual, worldwide, royalty-free and unfettered right to record, perform, distribute, reproduce, edit, and use your voice, likeness and any images of and/or statements made by or created by the entrant in the entry for marketing, PR and/or publicity purposes (directly or indirectly) related to the Entry, by any means or media whether now or hereafter known, devised or developed including, without limitation, in or in connection with products and services, on websites, blogs or other forum(s) for sharing, viewing, downloading, printing, or other similar uses. Each entrant expressly agrees not to assert a claim (and release Sponsor and its respective officers, directors, employees, successors and assigns from any liability, cost, damage, or expense) arising from or related to the exercise of the rights granted by the entrant above including, without limitation, any claim for a violation of rights of privacy, publicity, and/or moral rights.

Each Entry must otherwise 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.** Employees of Sponsor, or their respective parents, subsidiaries, affiliates, partners, suppliers, or advertising or promotional agencies (including without limitation any Judges who are employees of Sponsor, any Co-Sponsor or any of their respective parents, subsidiaries, or affiliates), as well as members of their households or their immediate families (i.e., spouses, parents and children), may submit entries in the Contest, but any such entries are for information and entertainment purposes only and are not eligible to be considered for the purpose of selecting finalists or winners. Judges who are not employees of Sponsor, any Co-Sponsor or any of their respective parents, subsidiaries, or affiliates, are not eligible to enter or win, nor are members of their households or their immediate families (i.e., spouses, parents and children). Notwithstanding the foregoing, Sponsor shall have no liability to any entrant or any other person in the event that Sponsor inadvertently awards a prize to any non-eligible person(s). [In addition, each entrant acknowledges and accepts that Sponsor may be prohibited by applicable law from permitting entry by or awarding a prize to any person falling into one or more of the following prohibited categories: (a) a national or resident of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country for which trade with the United States has been prohibited or restricted by any statute, regulation, order, rule, treaty, or other law of the United States or any other applicable jurisdiction in any manner that would prevent the awarding or delivery of any prize to the entrant; (b) a person on the U.S. Table of Denial Orders, Entity List, List of Specially Designated Nationals and Blocked Persons, or any other similar list of any applicable jurisdiction, or any person affiliated with any person or entity on any such list; (c) an official or representative of any foreign government; or (d) any other person to whom the awarding or delivery of any prize would violate any applicable statute, regulation, order, rule, treaty, or other law or any of Sponsor's Policies.] If an entrant falls into any of the above prohibited categories, such entrant is not eligible to win any prizes.

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 statutes, regulations, and other 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. **Release.** To the maximum extent permitted by law, by entering the Contest, each entrant releases and holds harmless Sponsor, the prize manufacturers, any other entities involved in the promotion or administration of the Contest, 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) any Internet traffic congestion or website accessibility or delays; (h) printing or typographical errors in any Contest-related materials; or (i) 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.**
6. **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.**
7. **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, 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.
8. **Use of Entries.** Upon submission, all copies of entries become the sole property of Sponsor and 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 any and all information, drawings, text, or other material contained in an entry or otherwise provided by such entrant related to the Contest, including any personal information 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.
9. **Use of 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 contact details. For further information concerning how Sponsor handles personal and non-personal information, as well as provisions on confidentiality and the

cases in which Sponsor may be entitled to disclose entrant's information to third parties or upon request of an authority, consult Sponsor's Privacy Statement, which is incorporated here. To the maximum extent permitted by law, by accepting a prize, the winner consents to the print and online publication of his or her name, address, and winning entry as part of a winner's list and to the use of his or her winning entry, name, voice, photograph, biographical material, and likeness by Sponsor or any third party chosen by Sponsor, for administering and promoting and publicizing the Contest and other Autodesk contests and promotions without additional 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.

10. **Miscellaneous.** Any dispute between Sponsor and an entrant arising out of or relating to these Rules, the Contest, or any prize must be brought exclusively in the state or federal courts located in Marin County, California and must be brought individually, without resort to any form of class action. 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. 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