

2019 CorelCAD™ Design Contest

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. FOR CHINA, THIS CONTEST SHALL, AT NO TIME, BE INTERPRETED OR UNDERSTOOD AS PRIZE-GIVING SALES IN NATURE.

- 1. SPONSOR:** The 2019 CorelCAD™ Design Contest (“**Contest**”) is operated by Corel Corporation, 1600 Carling Avenue, Ottawa, K1Z 8R7 Canada (“**Corel**” or “**Sponsor**”).
- 2. CONTEST TERM:** The Contest begins at 12:00:01 a.m. Eastern Daylight Saving Time (“**EDT**”) on August 12, 2019 and ends at 11:59:59 p.m. EDT, October 15, 2019 (the “**Contest Period**”). Sponsor’s computer is the official time keeping device for the receipt of entries for the Contest.
- 3. AGREEMENT TO BE BOUND BY OFFICIAL RULES:** In order to participate in the Contest, entrants (also referred to as “**you**” or “**your**”) must agree to these Official Rules. Therefore, please read these Official Rules prior to participating to ensure you understand and agree. You agree that participating in the Contest constitutes your agreement to these Official Rules. You may not participate in the Contest and are not eligible to receive any prize described in these Official Rules unless you agree to these Official Rules. These Official Rules form a binding legal agreement between you and Sponsor with respect to the Contest.
- 4. ELIGIBILITY:** Participation is open only to legal residents of their country of residence who are at least 18 years of age or the age of majority in such country as of the date of entry. **THIS CONTEST IS VOID IN CRIMEA, CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, IRAQ, LIBYA, SOMALIA, AND TO RESIDENTS OF ANY OTHER COUNTRY SANCTIONED BY THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) OF THE US DEPARTMENT OF THE TREASURY, BRAZIL, THE CANADIAN PROVINCE OF QUEBEC, AND WHERE OTHERWISE PROHIBITED, TAXED, OR RESTRICTED BY LAW.** Employees, officers, directors, and agents of Corel and its subsidiaries and affiliates, any Contest administrator, Contest prize partners and/or Contest promotional partners, and their immediate families (spouse, parents, siblings, children, and those living in the same household (whether related or not)) are not eligible to participate in the Contest.

HOW TO ENTER: To enter the Contest, visit Sponsor’s official Contest website located at <http://www.contest.corel.com/corelcad> (the “**Website**”) to access the official online entry form. Entrant must complete all information requested, including but not limited to, your full legal name; full address (including apartment number, city, state, province, zip/postal code, and country); daytime, home, and/or mobile telephone number; e-mail address; and all other information requested, including submission of required Design Entry (defined below), as applicable. Failure to correctly complete any portion of the online entry form may result in the entrant’s ineligibility, at Sponsor’s sole discretion. Entry information and Design Entry (or Entries) shall be collectively referred to herein as the “**Submission**”. Submissions must comply with the Design Entry Guidelines and Content Restrictions defined below. No automated entry devices and/or programs are permitted. Receipt of Submissions will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted, or garbled Submissions, which will be disqualified, or for problems of any kind whether mechanical, human, or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

- 5. DESIGN ENTRY GUIDELINES AND CONTENT RESTRICTIONS.** Eligible entrants may upload up to five (5) unique and original digital designs created using CorelCAD (each a “**Design Entry**”). Each Design Entry must be created by the entrant either: (a) using a free trial version of CorelCAD downloaded from the Website, or (b) using entrant’s own CorelCAD product purchased or subscribed from Corel or an authorized Corel reseller. If an entrant submits more than five Design Entries, Sponsor, in its sole discretion, shall consider the last five Design Entries received as the official Design Entries and the excess entries shall be disqualified. Any Design Entry that has previously been submitted in any other Corel design contests shall be disqualified; all Design Entries must be unique and created solely by entrant for this Contest.

Technical Requirements for Design Entries. All Design Entries must be attached to the Submission. Design Entries must be no larger than 50MB in size, be attached to the Submission in a .DWG file format with all fonts being

embedded in the final file. For each Design Entry, entrants must also include with their Submission a true representation of their Design Entry in a .PNG or .JPG format and no larger than 5MB.

Content Restrictions.

- (a) The Submission must not include any real-world company or personally identifiable information, such as name, address, phone number, website URL, or email;
- (b) The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights or civil rights;
- (c) The Submission must not in any way disparage Sponsor or any other person or party;
- (d) The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- (e) The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- (f) The Submission must not contain material that is unlawful, in violation of or contrary to the laws, regulations, or, if applicable, socialist morals of any jurisdiction where Submission is created;
- (g) The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; and
- (h) The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Compliance with the above restrictions shall be determined by Sponsor in its sole discretion. Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Contest.

- 6. **WINNER(S).** There will be three (3) winners.
- 7. **WINNER DETERMINATION AND JUDGING CRITERIA.** After the close of the Contest Period and until about October 21, 2019 all eligible Submissions will be judged by a panel of judges who are qualified and who have relevant expertise and experience in the field of creative, marketing, media, and advertising. All Submissions will be judged based on the following equally-weighted judging criteria ("**Judging Criteria**"): (a) use of CorelCAD features; and (b) technique. In the event of a tie, the judges will select a potential winner based on criteria in the judges' rubric. The decision of the judging panel is final with respect to this Contest. Odds of winning depend on the number of eligible entries received and the skill of the respective entrants. Sponsor reserves the right to select fewer than the stated number of winners if the quality or quantity of Submissions is insufficient.
- 8. **WINNER NOTIFICATION.** Winner(s) will be notified by email on or about October 28, 2019 ("**Notice**"). Winners will be required to sign and return, within fourteen (14) days after the date Notice is given (unless otherwise indicated by Sponsor in the Notice), an affidavit of eligibility, a liability/publicity release (which potential winners must complete, except where prohibited by law), and/or license agreement, in order to claim his/her prize. Additionally, winners may be required to submit releases/authorizations from any and all third parties appearing in their respective Submissions. If any winner cannot be contacted within five (5) business days after first notification attempt (or such longer period or number of attempts as may be required by applicable law), if any prize or prize

notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

- 9. PRIZES AND PRIZE CONDITIONS.** Each winner will receive one (1) electronic download license of CorelCAD 2019 (approximate retail value of each prize is \$699 USD). After providing all required documentation (as set out in Section 8), winners will receive the prize described below. No transfer, substitution, or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Sponsor has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prizes, regarding the use, value, or enjoyment of the prizes. All computer software prizes correspond to the most recent version of the computer software made generally available to the public as of October 28, 2019. Approximate Retail Value of all prizes is \$2,097 USD.

10. ENTRANT'S AFFIRMATIONS AND LICENSE GRANT

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

By entering the Contest and/or providing a Submission, each entrant warrants and represents the following with respect to their submission: (a) entrant is the creator and sole owner of the submission; (b) the submission does not infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate any applicable law or regulation when used as contemplated in these official rules; (c) has all rights and licenses necessary to grant the license rights in the submission granted in this section to sponsor; (d) any third parties appearing in the submission have given entrant appropriate consent to be included in the design entry (or design entries) and used as permitted herein; and (e) all information the entrant provided herein is true and accurate. Sponsor reserves the right to request third party releases/authorizations from any third party included in any submission at any time, without any payment or consideration to be paid by sponsor. Failure to produce fully executed third party releases/authorizations (if applicable) may result in disqualification of the submission and from the Contest, in Sponsor's sole and absolute discretion

By entering the Contest and/or providing a Submission, entrant hereby grants to Sponsor and their respective licensees, successors, and assigns, a worldwide, non-exclusive, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense, to use, reproduce, prepare derivative works of, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, and otherwise exploit such Submission, in whole or in part, for the legal term of protection of copyright including future legal extensions thereof, for commercial or non-commercial purposes, including but not limited to the marketing, promoting, and advertising of Sponsor's brand, products, and services, monetization of content through advertising, subscription, licensing, and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Sponsor, including but not limited on and through third-party distribution channels selected by, but not affiliated with, Sponsor; you also grant Sponsor the right to sublicense these rights to third parties for distribution via third-party distribution channels, which may include viral distribution of your Submission.

By entering the Contest and/or providing a Submission, entrant hereby (i) waives and releases any right that he/she may have to inspect and approve the finished product or copy that may be used in connection with the representation of the Submission and/or the use to which it may be applied and (ii) any moral rights in the Submission in favor of Sponsor including the right to restrain or claim damages for any distortion, mutilation, or other modification of the representation of the digital content or any part thereof whatsoever, the right to be associated with the representation of the digital content and the right to restrain any use, reproduction, distortion, mutilation, or other modification of the representation of the digital content in connection with any product or service.

Other than the rights granted hereunder, Sponsor does not claim any ownership rights of Submission including all intellectual property rights, rights of publicity, or privacy and moral rights therein. Sponsor owns all right, title, and interest in and to any and all derivative works created using the Submissions, including all intellectual property rights, rights of publicity or privacy, and moral rights therein.

WHEREVER ENFORCEABLE, EACH ENTRANT WILL, JOINTLY AND SEVERALLY, INDEMNIFY AND HOLD HARMLESS (I.E., ENTRANT WILL BE FULLY LIABLE, INDIVIDUALLY, TO PAY ANY AND ALL DAMAGES), SPONSOR AND ITS SUBSIDIARIES, AFFILIATES, PROMOTIONAL PARTNERS, PRIZE PARTNERS, PROVIDERS, AND THEIR RESPECTIVE AGENTS AND AGENCIES, OFFICERS, DIRECTORS, AND EMPLOYEES (COLLECTIVELY, THE “RELEASED ENTITIES”) FROM ANY FEES, ROYALTIES, COSTS, AND EXPENSES (COLLECTIVELY, “COSTS”) ARISING OUT OF ANY THIRD-PARTY CLAIMS, LAWSUITS, COMPLAINTS, ACTIONS, CAUSES OF ACTION, DAMAGES, AND LIABILITIES (“CLAIMS”) ARISING OUT OF OR RELATED TO ENTRANT’S CULPABLE ACTS OR OMISSIONS IN THE CONTEXT OF SUBMISSION, PARTICIPATION IN THE CONTEST, WINNER’S RECEIPT OR USE OF ANY PRIZE, OR SPONSOR’S EXERCISE OF THE RIGHTS GRANTED AND CONTEMPLATED HEREIN.

11. PUBLICITY. EXCEPT WHERE PROHIBITED, PARTICIPATION IN THE CONTEST CONSTITUTES ENTRANT’S CONSENT FOR SPONSOR AND SPONSOR’S PRIZE PARTNERS AND/OR PROMOTIONAL PARTNERS TO USE ENTRANT’S NAME, LIKENESS, ADDRESS (CITY, STATE/PROVINCE, AND COUNTRY OF RESIDENCE), PHOTOGRAPH, PICTURE, PORTRAIT, VOICE, AND/OR BIOGRAPHICAL INFORMATION, FOR PROMOTIONAL PURPOSES IN ANY MEDIA WITHOUT FURTHER CONSIDERATION. PROVIDED LOCAL LAW MANDATES, A WINNER MAY REVOKE SUCH CONSENT AT ANY TIME BY CONTACTING corelcacontest@corel.com INDICATING IN THE BODY OF THE EMAIL THAT THE WINNER REVOKES HIS/HER CONSENT TO PUBLICITY.

12. PRIVACY. Sponsor will be collecting personal data about entrants online, in accordance with its privacy statement. Please see www.corel.com/privacy for Sponsor’s privacy statement and details on how Sponsor uses your personal information. Please note: selected partners of Sponsor may require entrants to provide to those partners personal data in connection with claiming/redeeming prizes, so entrants should satisfy themselves with the privacy policies of such partners, as Sponsor cannot accept any responsibility for them.

13. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

WHEREVER ENFORCEABLE, THIS CONTEST IS NOT SUBJECT TO LEGAL RECOURSE.

WHEREVER ENFORCEABLE, IN NO EVENT WILL THE RELEASED ENTITIES 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 WEBSITE, ENTRY IN THE CONTEST, AND/OR DOWNLOADING FROM OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST.

WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION 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.

EU Entrants: Notwithstanding the limitations stated above, if you are a consumer and have your habitual residence in a Member State of the European Union, nothing in these Official Rules shall limit the rights afforded to you under the consumer protection laws in the Member State where you have your habitual residence. In relation to European Union consumers, Sponsor’s liability for damages shall be limited as follows: Sponsor shall be liable only up to the amount of damages as typically foreseeable at the time of entering into Contest respect to damages caused by a slightly negligent breach of a material contractual obligation (so called cardinal obligations as defined below). Cardinal obligations are such basic duties that form the essence of these Official Rules, which are decisive for the conclusion of these Official Rules and on the performance of which you may reasonably rely. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability caused by wrongful intent or gross negligence, or to liability for culpably caused personal injuries.

14. DISPUTES: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of Ontario, Canada; and (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys’ fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these

Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario, Canada.

EU Entrants: Notwithstanding the limitations stated above, if you are a consumer and have your habitual residence in a Member State of the European Union, disputes under these Official Rules shall be governed by the substantive laws of the Member State of the European Union in which you have your habitual residence. Nothing herein shall affect your right as a consumer to seek judicial relief from the competent courts at the place of your habitual residence.

15. GENERAL CONDITIONS.

- (a) The Contest is conducted in English. If Sponsor has provided a translation of the English language version of the Official Rules, such translation is provided for convenience only and the English language version, not the translation, shall be legally binding on entrants.
- (b) In the event of a dispute as to any Submission, the authorized account holder of the email address included in the Submission will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned to the applicable email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.
- (c) In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to, fraud, virus, or other technical problems, Sponsor may, in its sole discretion: (i) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; (ii) cancel the Contest and select the winners from all eligible entries received prior to the action taken by Sponsor; or (iii) cancel the Contest and award no prizes.
- (d) Sponsor reserves the right, in its sole discretion, to disqualify any individual and/or entrant it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion, in an unsportsmanlike or disruptive manner, or whose Submission violates any of the Content Restrictions. Any attempt by any person to undermine the legitimate operation of any part of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- (e) Sponsor's failure to enforce any term, section, or provision of these Official Rules shall not constitute a waiver of that term, section or provision.

16. TAX INFORMATION: Sponsor, or its designated agent, may issue a tax form to each winner for any prize valued greater than or equal to six hundred dollars (\$600.00 USD). Notwithstanding the foregoing, WINNERS ARE SOLELY RESPONSIBLE FOR ALL TAXES AND FEES ASSOCIATED WITH PRIZE RECEIPT AND/OR USE WHETHER OR NOT THEY RECEIVE A TAX FORM FROM SPONSOR OR ITS DESIGNATED AGENT.

17. WINNERS LIST. The winners list and their winning Design Entry (or Design Entries) will be posted at www.contest.corel.com/corelcad. A copy of the Official Rules or a copy of the winners list may be requested by sending a self-addressed stamped envelope to "2019 CorelCAD Design Contest" c/o Corel Corporation, 1600 Carling Avenue, Ottawa, Ontario K1Z 8R7 Canada or an email to corelcadcontest@corel.com no later than November 30, 2019. Identify on the face of the return envelope or in the body of the email what item you are requesting a copy of (i.e., the 'Official Rules' or the 'Winners List'). Residents of any jurisdiction where local law mandates return postage is not required may omit return postage if requesting a copy of the Official Rules.