

## 3D Student Design Challenge 2016

### Terms & Conditions (T&C)

Please review these official T&C before entering the competition.

Entrants, who are minors, must obtain the consent of their parents or legal guardian before entering the competition.

Entry to the competition is free and NO payment or purchase is necessary to enter or win. A payment or purchase will not improve your chances of winning.

Void where prohibited by law.

**BY ENTERING THE COMPETITION, YOU ACKNOWLEDGE THAT YOU HAVE READ, AGREED AND ACCEPTED THE TERMS AND CONDITIONS BELOW.**

### SECTION A – SPECIFIC TERMS FOR THIS COMPETITION

1. **Organiser:** The **3D Student Design Challenge 2016** (“**Competition**”) is a contest with skill, ability and knowledge components that is Organised by Autodesk India Pvt. Ltd, having its office at Unit A4, A Wing, 2<sup>nd</sup> Floor, Divyasree Chambers, Bangalore - 560025, India (“**Title Organiser**”). The Competition is governed by these official T&C (“**Terms & Conditions**”). For any questions regarding the Competition, the Organiser may be contacted by e-mail at [response@3dstudentdesign.com](mailto:response@3dstudentdesign.com) or by mail at the address identified in Section B.17 (“**Winner’s List**”) below.
2. **Execution Agency:** Arvato India (Bertelsmann Marketing Services India Pvt. Ltd.) having its office at Plot No 444, Udyog Vihar, Phase V, Gurgaon- 122016, Haryana, India is the “**Execution Agency**” for this Competition.
3. **Categories:** To enter the Competition, participants shall create a design project under **A. BIM Design – Autodesk Revit Challenge** and **B. Mechanical Design - Autodesk Fusion 360 Challenge** that fits within the requirements and meets the Criteria of the respective design category (as described in Section A.9 (“**Judging**”) below) and are submitted in accordance with the requirements identified in Section A.6 (“**How to Enter**”) below.
4. **Eligibility:** The competition is open to students, who at the time of entry & finals, are:
  - At least 18 years old or over
  - Registered full-time students of Polytechnics, Vocational and Engineering in India at the time of entry\*) from a Recognized University; and are
  - Pursuing Graduation or Post-Graduation from a Recognized University
  - Residents of India as prescribed by applicable law

**\* Recognised University means Universities set up in India recognized under University Grants Commission**

Certain individuals are excluded from eligibility to enter or win, as described in Section B.2 (“**Exclusions from Eligibility**”) below. No purchase or payment is required to enter the Competition, and no purchase or payment will improve your chances of winning in any way.

Eligibility in receiving a prize is conditional upon the decision of the Judges. Participants by entering this competition, hereby, agrees and accepts that the decision of the Judges shall be final and absolute. In the event that any Selected Participant(s) is/are disqualified from receiving prize(s), the Organiser in its sole discretion may decide whether replacement Selected Participant(s) should be selected. In this event, any replacement(s) will be selected based on the Criteria. To the extent not prohibited by law, to sign a Winner’s Declaration and

Release, which includes a declaration of eligibility, grant of publicity rights and a liability release, to the extent not prohibited by law, prior to receipt of a prize.

5. Start Date and Deadline: Competition begins on July 1, 2016 (the “**Start Date**”) and the last date of submission ends on 30<sup>th</sup> of every month (Since this is a monthly competition) for Fusion 360 (the “**Deadline**”). Competition begins on July 1, 2016 (the “**Start Date**”) and the last date of submission ends on 30<sup>th</sup> November 2016 (Since there is only one competition) for Revit (the “**Deadline**”). Entries for the Competition must be received by Organiser no later than 11:59 p.m. Indian Standard Time on 30<sup>th</sup> of every month (Since this is a monthly competition) (the “**Deadline**”). Phase 2 of the Competition will be notified on this website as and when the Organiser decides to commence the same, if at all.
  
6. How to Enter: Entries must comply with the entry requirements identified in these T&C (including in this Section A and in Section B below), as well as with any specific on the “Registration” page for the Competition on the Organiser’s competition website [[www.3dstudentdesign.com](http://www.3dstudentdesign.com)] (the “Competition Website”). It is each student’s responsibility to ensure compliance with those requirements. Non-compliance may lead to disqualification.
  - Select the category and the design brief option you wish to participate under
  - Submit design files as per the submission requirements & submission guidelines
  - All images should be as per submission guidelines

The following rules on submission shall also be complied with:

Only projects completed by using Autodesk software will be accepted. See software requirement in Section A.9 (“Judging”).

- Projects submitted in other contests or competitions shall not be eligible
- BIM Revit: Each team must consist of minimum 1 or maximum 2 student members
- Fusion 360: Individual entries only. Teams are not allowed.

All team members must be Indian citizens and must fulfill the eligibility requirements in Section A.4 (“Eligibility”) or the entire team will be disqualified.

- Entries must be the original collective work of the team named in the entry
- Submitted materials will not be returned
- Upon submission of the animated work and entry form, entrants grant organizing committee the right to use all or part of the entry, the submitted project and any related materials for publicity purposes of the Competition.

7. Winner Selection: **A. BIM Design – Autodesk Revit Challenge**- There is only one competition and winner will be selected on 30 December 2016. **B. Mechanical Design - Autodesk Fusion 360 Challenge**- National Level Monthly Competition- 30 Top Designs shall be selected every month. Each category shall have design brief options details of which can be found on the competition website.

The Selected Participants will be announced on the last week of the following month, these dates may be revised on the discretion of the Execution Agency and revised dates will be displayed well in advance in such case. Each Selected Participant (of the winning team) will be awarded only the prize(s) as described below in Section A.8 (“Prize(s)”).

8. Prize(s): The prize(s) to be awarded to each Selected Participant is/are as follows:

- **BIM Design – Autodesk Revit Challenge-** Teams selected by the Judges will be awarded prize as mentioned on the Competition website.
- **Mechanical Design - Autodesk Fusion 360 Challenge-** Participant selected by the Judges will be awarded prizes as mentioned in the Competition website.

In case travel opportunity is provided by the Organiser, it is each Selected Participant's responsibility to ascertain what his/her personal passport, visa, health, travel, insurance and other relevant requirements are, and ensure they are fully complied with. Failure to do so may result in prizes being forfeited, and Organiser shall not be liable to reimburse any expense Selected Participants incurred in the event of such forfeiture.

Entitlement to awarded prizes will be provided to a Selected Participant only after the Selected Participant has signed Organiser's Customer Success Asset Consent and Release Form and Imagery and Data Set Permission Agreement (collectively the "Consent Documents"). Organiser's current Consent Documents may be obtained upon request by contacting Organiser by e-mail [response@3dstudentdesign.com](mailto:response@3dstudentdesign.com) or by mail at the address identified in Section B.17 ("Winner's List") below. The winner(s) will be solely responsible for complying with any and all applicable federal, state, provincial, local or other statutes, laws (including, without limitation, common law, if applicable), T&C relating to the prizes and for bearing any personal income, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to receiving, claiming or collecting any prize. All prizes that are items or services, which are subject to third party terms and conditions or restrictions, acceptance and use of the prizes are subject to all eligibility criteria, expiration dates, service or dormancy fees, and all other terms and conditions (if any) imposed by the issuer of such items or services.

9. Judging: All entries that are in compliance with the T&C will be eligible to be judged on the basis of the criteria (the "Criteria") set out below for each of the following 5 categories:

**A. BIM Design - Autodesk Revit Challenge**

**Design Brief- Building Design**

**Judging Criteria**

Design Objective	20 %
Aesthetics	20 %
Software Usage	20%
Design Process & Sustainability	20 %
Presentation	20 %

**B. Mechanical Design- Autodesk Fusion 360 Challenge**

**Design Brief Option I & II**

**Judging Criteria**

Design Objective	20 %
Photorealistic Render	20 %
Fusion Usage	20%
Design Process & Sustainability	20 %
Presentation	20 %

All entries will be judged according to the above Criteria by a panel of three or more senior members from Autodesk, Industry and Academia (the "Judges"), who will choose the Selected Participants from the pool of all eligible entries. The Judges will base their selection of the winning entries on the Criteria. At the Judges' discretion, entries including, unsuitable content or that are in violation of third party rights (including, but not limited to, copyright or trademark rights) will be immediately disqualified. The Judges have the right to disqualify any entry that is not in compliance with these T&C, in the Judges' sole and absolute discretion.

**ORGANISER WILL NOT CORRESPOND WITH ENTRANTS ABOUT THE DECISIONS OF THE JUDGES OR THE DETERMINATION OF THE WINNERS OTHER THAN AS EXPRESSLY PROVIDED IN THE T&C.** Further information on the steps and process of voting and judging can be found in Section B below.

10. Size of Entry Pool: The chances of any entry winning a prize depend on the number of eligible entries received and the quality of that entry as compared to the other eligible entries, as evaluated by the Judges in the manner described above. Organiser does not know in advance the number of eligible entries that will be received. The number of eligible entries for Organiser's last competition exceeded 2,200, but Organiser cannot predict or guarantee any specific number of eligible entries for the Competition.

## **SECTION B – ADDITIONAL TERMS FOR THIS COMPETITION**

1. General Conditions: By entering the Competition, each entrant agrees to abide by the rules of these T&C and by the decisions of Organiser, Execution Agency and the Judges, which shall be made in all cases in their sole absolute discretion and are final and binding on all matters relating to the Competition. These Rules will have legally binding effect, which is equivalent effect to a private contract between each entrant and Organiser. The Competition is void to the extent it is prohibited by law. The Competition shall be governed by Organiser's [Privacy Policy](#), although the T&C will govern any conflict between the T&C and the Organiser's Privacy Policy.
2. Exclusions from Eligibility: Employees of Organiser, or their respective parents, subsidiaries, affiliates, partners, suppliers or advertising or promotional agencies (including, without limitation any Judges who are employees of Organiser 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 Competition, 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 employees of Organiser 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, Organiser shall have no liability to any entrant or any other person in the event that Organiser inadvertently awards a prize to any non- eligible person(s). Such exclusions may be revised with appropriate notification in order to keep the Competition healthy and transparent.
3. Entry: Multiple entries are not permitted. Entrants can join the [Autodesk Student Facebook Page](#) to get more information about Autodesk software. Organiser will award the applicable prize to the named entrant only, except in the case of a minor, to such minor's named parent or legal guardian only unless specific consent from such parent or legal guardian to award the prize to such minor in accordance has been obtained. Upon submission, all entries become subject to the T&C and the Organiser's policies (including, without limitation the provisions regarding use of user submissions as stated on the Organiser Site and further described in Section B.14 ("Advertising and Marketing"). Notwithstanding the foregoing, entries to the Competition shall only be valid after the entry is accepted by Organiser. Entries will not be acknowledged or returned. Entrants are permitted to modify or update an entry after

submission, but are not permitted to do so after the Deadline. Entries may remain posted on the Competition page of the Organiser Site indefinitely following the Deadline, but Organiser reserves the right to delete entries from the Competition page after the Competition ends, in its discretion, and Organiser reserves the right to delete entries from the Competition page and other pages of the Organiser Site, at any time in its discretion, if such entries infringe or may infringe any third party's rights. Organiser will have no responsibility for, and will have the right to refuse in its 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 Organiser informed of any changes to entrant's contact or other information during the Competition.

4. Use of Personal Information: Registering for an account with the Organiser Site, which is required to enter the Competition, may require each entrant to submit entrant's name, school/Institution, e-mail address, age or date of birth, and other contact details, and in the case of a minor, contact details for a parent or legal guardian for purposes of obtaining proof of parental consent, if Organiser elects to do so. For further information concerning how Organiser handles personal information, as well as provisions on confidentiality and the cases in which Organiser may be entitled to disclose entrant's information to, Execution Agency or third parties or upon request of an authority, consult Organiser's Privacy Policy [<http://usa.autodesk.com/privacy>], which is incorporated herein.
5. Additional Entry Requirements: Without limitation to other requirements specified herein, each entry also must comply with the following:
  - Entries 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; (v) deemed to cause feelings of disharmony, enmity, hatred or hostility between different religious or racial groups; (vi) protected by copyright, trademark, patents, utility models, design patents or other proprietary right without the express prior written consent of the owner of such right; or (vii) dangerous or potentially dangerous, or that would encourage dangerous behavior from viewers, such as use of explosives and/or harmful substances; or (viii) contrary to governmental policies of any country whose residents are eligible to enter the Competition; and
  - Entries must not contain any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense
6. Judging Process: After the submission period closes, the Judges will rank each eligible entry based on the Criteria. Autodesk Revit Challenge and Autodesk Fusion 360 Challenge Winners will be selected based on the highest scores.

The Judges have the sole right to disqualify any entry that is not in compliance with these T&C or on any other reasonable ground at its sole discretion. Judges are not obligated to publish such decisions. In the event that a winning entry is disqualified, the next-highest scoring entry will be selected as the alternate winner. In the event that one or more of the identified Judges is unavailable, Organiser reserves the right to substitute Judges of comparable qualification, to be determined by Organiser in its discretion.

The Competition is entirely skill-based and contains no elements based on chance. The standards applied during the judging process focus on assessing each entry's properties. By the mere submission of an entry, an entrant acquires no automatic right to be awarded a prize, nor any other right except for the right to have such entry reviewed and evaluated subject to these T&C.

7. Prize Terms: If a stated prize is unavailable, Organiser has the right to substitute one or more items of equal or greater value, in its discretion. No prize is, and the winner(s) have no right to

claim that any prize is, exchangeable, transferable, or redeemable for cash. The winner(s) will be solely responsible for all expenses related to the receipt and use of all prize(s) other than those expenses expressly included in the description of the prize(s) in Section A.8 ("Prize(s)") above. The winner(s) will be solely responsible for complying with any and all applicable statutes, laws (including, without limitation, common law, if applicable), T&C and for bearing any personal income, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to receiving, claiming or collecting any prize.

Winner(s) are hereby informed of the liability to pay all taxes on the prize(s) received; such taxes shall be paid by the winner(s). Each winner shall be responsible for reporting his or her individual income tax generated from the prize to relevant tax authorities on his or her own and, for residents subject to tax obligations on the prize by any country, shall promptly submit to Organiser a tax payment proof showing that such tax has been fully paid. If the winner fails to submit such proof within a reasonable period of time as required by Organiser, Organiser reserves the right to disqualify the winner from entitlement to the prize and the winner shall be deemed to have waived his or her right to claim the prize and shall be further obligated, upon Organiser's request, to return the prize to Organiser at his or her own cost. **THE PRIZE(S) WILL BE GIVEN AWAY BY ORGANISER "AS IS." ORGANISER DOES NOT MAKE, AND EXPRESSLY DISCLAIM, 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. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, CONSUMER GUARANTEES AND SIMILAR RIGHTS, IN WHICH CASE SUCH EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE RELEVANT JURISDICTION. WITHOUT LIMITATION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, IN RELATION TO THE PRIZES, WHETHER EXPRESS OR IMPLIED BY STATUTE, LAW (INCLUDING, WITHOUT LIMITATION, COMMON LAW, IF APPLICABLE), RULE, REGULATION, OR OTHERWISE, ARE HEREBY EXCLUDED.**

8. Announcement: Award of Prize(s): The Winners will be announced every month. Additionally, as a condition to receiving a prize, the Winners may be required, to the extent not prohibited by law, to sign a Winner's Declaration and Release, which includes a declaration of eligibility, grant of publicity rights and a liability release, to the extent not prohibited by law, prior to receipt of a prize. Organiser is under no obligation to use the winning designs in any media. Winners must take possession of the prize as directed by Organiser. Failure to comply with any of the foregoing may result in disqualification and the selection of alternate Winner. Winners will be solely responsible for complying with any and all applicable federal, state, local, or other statutes, regulations, and other laws and for bearing any personal income or other taxes, fees, insurance, surcharges or other costs relating to any prize. Winner may be required to provide Organiser with the Winner's social security or tax payer identification number for tax purposes.
9. Representations: By entering the Competition, each entrant represents and warrants that: (a) the entrant meets all eligibility requirements of the Competition; (b) in entering and participating in the Competition, the entrant has complied and will comply in all respects with these T&C, the Organiser's policies, and all applicable statutes, laws (including, without limitation, common law, if applicable), Terms and Conditions; and (c) the information provided in the entrant's entry, including without limitation all contact information, is true, accurate, and complete in all respects.
10. Assumption of Risk: By taking any action to create an entry for the Competition, each entrant, on his or her own behalf and on behalf of his or her personal representatives, heirs, executors, and assigns, acknowledges and agrees that: **(a) ENTRANT AND HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, AND ASSIGNS HAVE THE SOLE RESPONSIBILITY FOR THE CREATION OF THE ENTRY, WHICH IS DESIGNED AND**

**CREATED BY THE ENTRANT FOLLOWING HIS OR HER OWN DECISION AND INITIATIVE DEPENDING ON THE WAY IN WHICH IN HIS OR HER SOLE DISCRETION, ENTRANT DECIDES TO CREATE SUCH ENTRY, AND EVEN THOUGH THE COMPETITION DOES NOT REQUIRE OR OTHERWISE ENCOURAGE DANGEROUS BEHAVIOR, THERE MAY BE DANGER AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE INVOLVED IN CREATING AN ENTRY; (b) THESE RISKS AND DANGERS MAY ARISE FROM FORESEEABLE OR UNFORESEEABLE CAUSES; (c) SUCH ENTRANT AND HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, AND ASSIGNS ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS ARISING OUT OF THE CREATION OF ANY ENTRY, WHETHER CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE; and (d) Subject to applicable law, such entrant and his or her personal representatives, heirs, executors, and assigns are relinquishing any and all rights he, she, or they now have or may have in the future to sue or take any other action against Organiser, the prize manufacturers, any other entities involved in the administration of the Competition, each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, and representatives (the “Organiser Parties”) on the basis of any injury, death, damage, or other loss that may be suffered arising from any action taken in the creation of any entry, including but not limited to claims based on allegations of negligence by any of the Organiser Parties or use of any machinery or materials. Without limitation, Organiser Parties shall have no liability to any entrant or any other person in the event that the entry or any acts or omissions of the entrant violates any of these T&C.**

11. Release: To the maximum extent permitted by law, by entering the Competition, each entrant releases and holds harmless the Organiser 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) entry or participation in the Competition, including but not limited to disputes among individuals claiming to have contributed to any winning entry; (b) any violation by the entrant of these T&C, the Organiser’s policies, or applicable laws; (c) misappropriation, infringement, or other violation of any copyright, trademark, patent, trade secret, right of publicity, privacy, or other legal or contractual right of any person 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.g., if the prize includes a gift card); (e) any entries or votes 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 Competition-related materials; or (i) any other technical or human error that may occur in connection with the Competition (the “Causes”). If anyone makes any claim against any of the Organiser 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 ORGANISER PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE COMPETITION, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) CONTRACT, OTHER LEGAL THEORY OR OTHERWISE, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DAMAGES AND OTHER LIABILITY (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES) IN WHICH CASE SUCH**

**LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RULE, STATUTE OR REGULATION IN THE RELEVANT JURISDICTION. NOTHING IN THESE TERMS EXCLUDE LIABILITY FOR FRAUD, OR FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE TO THE EXTENT SUCH EXCLUSION IS PROHIBITED BY APPLICABLE LAW.**

12. Misconduct: Organiser reserves the right, in its discretion, to disqualify any entrant who: (a) tampers with the entry or voting process, the operation of the Competition, the Organiser 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 T&C, the Organiser's policies, or any applicable laws; or (d) attempts to subvert the letter and/or spirit of these T&C. ORGANISER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
13. Termination: Organiser reserves the right, with an advance notice of not less than 10 days to Execution Agency, to suspend, modify, or terminate the Competition at any time for any reason, in its discretion, including without limitation in the event of fraud, abuse, tampering, technical, administrative, financial, or other difficulties. In such cases, Organiser will also post a notice on the Organiser Site. Should the Competition terminate prior to selection of the winner, Organiser will announce an alternate means of awarding the prize on the Organiser Site. Any entrant may withdraw from the Competition at any time by contacting Organiser by e-mail at [response@3dstudentdesign.com](mailto:response@3dstudentdesign.com) or by mail at the address identified in Section B.17 ("Winner's List") specifying the name of this Competition and any other relevant information.
14. Advertising and Marketing: By entering the Competition, and in consideration of Organiser's potential review and evaluation of his or her entry, each entrant grants to Organiser the non-exclusive right to use his or her entry as provided in the Consent Documents, regarding ownership and use of user submissions. **WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BY ENTERING THE COMPETITION, EACH ENTRANT CONSENTS, AND WARRANTS THAT IT HAS OBTAINED THE LEGALLY-BINDING WRITTEN CONSENT OR OTHER LEGALLY BINDING AUTHORIZATION (INCLUDING WITH REGARD TO THE USE AND MANAGEMENT OF COPYRIGHTS IN ALL CREATED CONTENT) OF EVERY CONTRIBUTOR TO THE ENTRY (INDIVIDUALS WHOSE NAME, LIKENESS, PROPERTY, RESULTS AND PROCEEDS APPEAR IN THE ENTRY), TO THE USE BY ORGANISER OR ANY THIRD PARTY CHOSEN BY ORGANISER OF ANY AND ALL INFORMATION (INCLUDING PERSONAL INFORMATION), DRAWINGS, TEXT, PHOTOS, IMAGES, VOICES, VIDEOS, OR OTHER MATERIAL CONTAINED IN AN ENTRY OR OTHERWISE PROVIDED BY SUCH ENTRANT RELATED TO THE COMPETITION FOR ADVERTISING AND MARKETING PURPOSES.** Otherwise, each entrant retains whatever rights it may have in each entry. The Organiser, at its discretion, may require entrants to provide evidence of such written consent or other legally binding authorization. To the maximum extent permitted by law, by accepting a prize, a winner consents on his or her own behalf, to the print and online publication of the winner's user name, stated country of residence and winning entry as part of the official winner's list (and to submit this information, along with the winner's first and last name, school, address, phone, e-mail or other contact information to governmental agencies if required by applicable laws) without additional compensation other than the consideration specified in this Section B.14 ("Advertising and Marketing") for the entire protection term of the rights concerned and for all methods and means of exploitation. Each entrant and any other contributor whose personal information is being so used by Organiser may request access to his or her personal information held by Organiser and that Organiser correct the data if it is inaccurate or delete the data if Organiser is not required to retain it by law or for legitimate business purposes. Access, correction, deletion requests or withdrawal of consent can be made by contacting Organiser by e-mail at [response@3dstudentdesign.com](mailto:response@3dstudentdesign.com) or by mail at the address identified in Section B.17 ("Winner's List"). Other than as set forth herein, Organiser will treat any personal information supplied by entrants in connection with



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the Competition, in accordance with Organiser's [Privacy Policy](#) as modified by these T&C.

15. Governing Law; Dispute Resolution: By entering the Competition, entrants agree that these T&C will be governed by and construed in accordance with the laws of India and Courts in New Delhi shall have exclusive jurisdiction.
16. Miscellaneous: If any part of these T&C 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 and the remaining parts of these T&C will remain in full force and effect. Nothing contained herein or in any of the Competition related materials should be construed as an endorsement by Organiser or by Execution Agency, or of any third party, product, or service. Notwithstanding anything to the contrary, Organiser may decline to process requests that are unreasonable or unreasonably repetitive.
17. Winner's List: The user name(s) and entries of the Competition winner(s) will be posted on the Organiser's Site, after the Winners' Announcement Date. In addition, the names of the winner(s) may be obtained by sending a written request and a self-addressed, stamped envelope to the below address (mailed requests must include the words "WINNER'S LIST" and the full name of the Competition prominently in the first line of the address):

### **3D Student Design Challenge 2016**

arvato India (Bertelsmann Marketing Services India Pvt. Ltd.)  
Plot No. 444, Udyog Vihar,  
Phase - V, Gurgaon- 122016,  
Haryana,  
India.

or by contacting Organiser by e-mail at [response@3dstudentdesign.com](mailto:response@3dstudentdesign.com) or by mail at the address identified in above. All requests must include the words "WINNER'S LIST" and the full name of the Competition prominently in the subject line.

All such requests must be received within six (6) months of the Winners Announcement Date.