



**OFFICIAL RULES OF THE AUTODESK “AHEAD OF THE CURVE” CONTEST (“Contest”)  
NO PURCHASE NECESSARY TO PARTICIPATE OR WIN.  
VOID WHERE PROHIBITED.**

**1. Introduction.**

Participants may submit their creative work within the specifications and requirements as outlined in the **Requirements** section of this document. Participants must use only Autodesk® Maya®, Autodesk® 3ds Max®, and/or Autodesk® MotionBuilder™ software applications, alone or in combination, as their primary tool(s) to create their work. Personal learning editions, where applicable, may also be used.

**2. Eligibility.**

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

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

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

### 3. Submission.

The Contest starts August 1, 2006, and ends at 11:59 pm EDT May 31, 2007 (“Contest Period”). Entries must be received during the Contest Period to be considered. Proof of transmission of an entry shall not constitute proof of receipt. Participants may submit multiple entries but not to the same Category as outlined in the **Requirements** section of this document. All submission information provided by participants must be true and correct. Autodesk is not responsible for late, incomplete, invalid, mutilated, illegible or misdirected submissions. Autodesk reserves the right, in its sole discretion, to disqualify any individual it suspects of tampering with the operation or submission process of the Contest, or acting in violation of these official rules or applicable laws. Late submissions will not be accepted. By participating in the Contest, participants agree to abide by and be bound by these official Contest rules and accept the decisions of Autodesk and the Contest judges as final.

### 4. Requirements.

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

B. All submissions must relate to and/or represent one of the following Autodesk industry solution categories (“Category(ies)”): 1) Games Development; 2) Film and Video; 3) Visualization; 4) 3D Illustration / Graphic Design.

Entrants may submit more than one entry but NOT to the same Category.

C. All submissions must be a complete work.

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

E. Submissions must include a “title slate” that lists: 1) the name(s) of the participant(s); 2) the title of the submission; 3) the age(s) of the participant(s); 4) the address(es), phone number(s) and e-mail address(es) of the participant(s); 5) the name of the School at which participant(s) is registered; 6) the Autodesk software used in the creation of the submission; 7) the Category the submission relates to and/or represents; and 8) a comment on using Autodesk software in the creative process.

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

PARENTAL CONSENT: I give permission for my child to participate in the Autodesk 'Ahead of the Curve' Contest and agree to the terms and conditions in the official Contest rules.

Parent/Legal Guardian Signature: \_\_\_\_\_

Print Parent/Legal Guardian Name: \_\_\_\_\_

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

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

H. Submissions must be either a static image and/or video sequence.

J. Submissions may be uploaded via Autodesk's website. Any submission over 20MB *must* be submitted on a CD or DVD and mailed to, by pre-paid mail:

Autodesk, Inc.

210 King St. East

Toronto, ON M5A 4S7

Canada

Attn: Ahead of the Curve Contest

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

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

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***\*Parental consent statements accompanying online submissions may be faxed to 416-369-6151, Attn: Ahead of the Curve Contest.***

## **5. Judging.**

A committee of industry experts as selected by Autodesk will judge all eligible submissions. Entries will be weighted and judged according to the following criteria: 25% originality, 25% technical excellence, 25% design, 25% sophistication of use of Autodesk product. Autodesk and the judges reserve the right in their sole discretion to consider an entry for a Category other than submitted for by the participant.

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

The Prizewinners will be announced on or about June 30, 2007, and will subsequently be notified by phone or e-mail. Autodesk will post the Prizewinners' names on the Autodesk website and/or the official competition web page.

Failure to comply with any term or condition in these official rules may result in disqualification. Potential Prizewinners may waive their right to receive a prize. Autodesk will attempt to notify potential Prizewinners by reasonable means, using the contact information provided with the submission. If for any reason a potential Prizewinner cannot be reached after reasonable attempt has been made, the prize will be awarded to an alternate Prizewinner. Winners are required by law to pay any applicable local, state and federal taxes, and any other charges including, but not limited to, duties, customs fees or other fees, on prizes. All Prizewinners will be required to complete and sign an affidavit of eligibility and/or release of liability and a prize acceptance form indemnifying Autodesk from any liability in connection with the Contest or its prizes, and a publicity release, all of which must be returned by prepaid overnight courier within fourteen (14) days of issuance of notification

(Prizewinners must pay overnight courier fees) or as otherwise specified by Autodesk. Failure to return above mentioned documents within the time noted or return of prize notification as undeliverable will result in the Prizewinner being disqualified and an alternate Prizewinner being selected. Autodesk has the right, in its sole discretion, to substitute prizes of an equal or greater value. Prize(s) may not be transferred, assigned, or redeemed for cash.

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

There will be one overall grand prize consisting of:

- One "top-of-the-line" HP® workstation, the particular model to be determined by Autodesk in its sole discretion. ARV: US\$3,500.
- One Microsoft® Xbox® video game system, the particular model to be determined by Autodesk in its sole discretion. ARV: US \$300.

## **Runners-up**

Five runners-up, selected from the total pool of entrants, will each receive either an ATI FireFL v5200 graphics card or an NVIDIA® Fx3450 graphics card. ARV: Between US\$150 and US\$600.

If the submission winning the grand prize, or any prize-winning submission is a result of a team effort, the team as a single entity will receive the prize. However, individual contributors will receive recognition for their participation on the “Ahead of the Curve” website.

This is a contest of skill. Odds of winning will depend upon the total number and quality of submissions received by Autodesk.

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

All submissions become the property of Autodesk. By submitting their submissions to Autodesk, participants grant Autodesk and its affiliates (“Autodesk Group”) a perpetual, assignable, non-exclusive, worldwide, paid-up and royalty-free license to reproduce, edit, distribute, make derivative works of, publish, broadcast, display and/or perform the submissions and including the right to sublicense the foregoing rights to third parties including, without limitation, Autodesk’s resellers and distributors, for any and all purposes including, without limitation, inclusion in and/or distribution with Autodesk products, marketing collateral, product demonstration, product documentation, sample or demo videos, product packaging, sample or demo CDs, trade shows and/or events, websites, signage and advertisements (“License”). Each participant warrants: (i) he/she has all requisite right, title, and interest in his/her submission(s) to grant the rights provided herein, including the right to submit the submission(s) to Autodesk; (ii) his/her submission(s) to Autodesk does not infringe any third party intellectual property or other right; (iii) he/she, at any time requested by the Autodesk Group, will execute such documents and do such acts as may be required by the Autodesk Group to perfect the Autodesk Group’s rights and license the submission(s); (iv) he/she acknowledge that the opportunity to participate in the Contest constitute valid and sufficient consideration for such License; and (v) he/she waives all moral rights in his/her submission(s). All entries shall be used (or not used) at the sole discretion of Autodesk.

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

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

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

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

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

Autodesk will use participants' personal information to notify participants about this Contest. For additional information about Autodesk's use of personal information, see Autodesk's privacy policy at <http://usa.autodesk.com/adsk/servlet/index?id=786921&siteID=123112>.

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

Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of the Prizewinners will be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of participants and Autodesk in connection with the Contest, will be governed by, and construed in accordance with, the laws of the state of California, U.S.A., and the federal laws of the United States, without giving effect to any choice of law or conflict of law rules of provisions (whether of the state of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California, U.S.A. and the federal laws of the United States. All proceedings in connection with any dispute related to this Contest shall take place in San Francisco, California.

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

These are the official Contest rules. This Contest is subject to all federal, provincial, state and municipal laws and regulations. These Contest rules are subject to change without notice in

order to comply with any applicable federal, provincial, state and municipal laws or the policy of any other entity having jurisdiction over Autodesk.

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

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

**14. Winners List.**

The list of winners will be posted at [www.autodesk.com/aheadofthecurve](http://www.autodesk.com/aheadofthecurve) for a period of time. For a copy of the winners' names, send a stamped, self-addressed envelope to

“AHEAD OF THE CURVE” CONTEST,  
Autodesk, Inc.  
210 King St. East  
Toronto, ON M5A 4S7  
Attn: Ahead of the Curve Contest

**15. SPONSOR.**

Autodesk, Inc., 210 King St. East, Toronto, ON M5A 4S7 is the contest sponsor.

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