

## PIX4D CONTEST TERMS AND CONDITIONS

### 1 GENERAL INFORMATION

- 1.1 These general terms and conditions (the "**Conditions**") govern Your participation to contests organized and administered by Pix4D (as defined below) (each, a "**Contest**"). Each Contest will be announced on the Pix4D website (<https://www.pix4d.com>) (the "**Website**") with a description of the subject matter, the specific judging criteria (the "**Judging Criteria**"), the dates during which Entries (as defined below) will be accepted (the "**Entry Dates**"), and the number and nature of the prizes for the Contest (the "**Prizes**").
- 1.2 By submitting an Entry, You agree to be bound by the Conditions in respect of Your participation to such Contest. If You do not agree to be bound to the Conditions, please do not submit an Entry to the Contest. If You are entering the Contest on behalf of a corporation or other legal entity, university, association, organization or any such other similar institution (the "**Entity**"), please make sure that You comply with the provision set forth at Section 3.5 before submitting Your Entry.
- 1.3 Without prejudice to the Conditions, Pix4D draws Your attention on the existence of other applicable contractual terms, such as the [Privacy Policy](#), which describes how Pix4D collects, uses and stores Your personal data and the [Website Terms of Use](#), which governs Your use of the Website.
- 1.4 In the Conditions, the term "**Entry**" refers to the Project, the Form (as defined below) and any other document submitted to Pix4D for the express purpose of entering the Contest. The term "**Pix4D**" refers to Pix4D SA, a Swiss corporation having its registered seat at Route de Renens 24, CH-1008 Prilly, Switzerland. "**You**" or "**Your**" means You personally, if You submit an Entry individually or on behalf of a group of two or more individuals (the "**Group Entry**"), and, if You do so on behalf of an Entity, collectively, You and such Entity on whose behalf You submit an Entry. You and Pix4D are defined collectively as the "**Parties**".
- 1.5 You should consult and visit the Website regularly during the Contest. Pix4D reserves the right, in its sole discretion, to discontinue the Contest at any time, or to extend or modify the Entry Dates of the Contest, and to change the Conditions at any time, upon notice to You, using the email address associated with Your Entry or by such other reasonable means as Pix4D may determine, at its sole and exclusive discretion.
- 1.6 In case of conflict between the Conditions and any Contest terms, requirements and instructions published on the Website, the latter shall prevail.

### 2 ELIGIBILITY

- 2.1 Contests are opened to individuals over the age of 18 or the age of majority in their place of domicile and to validly formed Entities that have not declared or been declared in bankruptcy in their country of their registered seat.
- 2.2 Employees of Pix4D or any associated company of Pix4D and their immediate families, i.e. prize sponsors, resellers, agents, persons connected with the Judges and/or the Contest draw and their immediate families, are not eligible to enter the Contest.
- 2.3 Additional eligibility requirements may apply to a specific Contest.
- 2.4 Multiple individuals or Entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. Only one Entry per person, group or Entity is allowed.
- 2.5 You are solely responsible for all equipment, as well as all costs incurred by You or on Your behalf associated with participating in the Contest, including, but not limited to, any expenses incurred in connection with the Entry and/or the Project, any computer access to and use of the internet and/or of Pix4D software and hardware, as well as any related fees associated or included with such access and use.

### 3 HOW TO PARTICIPATE

- 3.1 You are responsible for understanding and complying with all applicable laws and regulations in Your jurisdiction before participating in the Contest to make sure that Your participation is not prohibited or restricted.
- 3.2 To participate in the Contest, You shall submit an Entry via the Website. To do so, You shall access the Contest webpage on the Website, complete the online form (the "**Form**") and upload Your project in the approved file formats (the "**Project**"). All Entries must be in English.
- 3.3 The Entry Dates for the Contest are those specified on the Website. Any Entry submitted before or after the Entry Dates will be invalid. Pix4D reserves the right to vary, postpone or re-schedule the Entry Dates of the Contest or extend them at its sole discretion.
- 3.4 You are solely responsible for the information provided in the Form. Please make sure that such information is correct, complete and accurate. If any information provided in the Form is incomplete, inaccurate or incorrect, Your Entry may be disqualified from the Contest.
- 3.5 By submitting an Entry, You represent that You are eligible to participate in the Contest, that You have the necessary authorizations to do so and that You are not violating any law, regulation or other mandatory obligation in connection with any such Entry submission. If You are participating on behalf of an Entity, You are responsible for confirming with that Entity that Your participation does not violate any policy or rule set by that Entity. Please note that You may be subject to background screenings and other informational requirements as needed to verify Your eligibility for the Contest and determine Your compliance with the Conditions.
- 3.6 Projects shall convey and communicate Your ideas and innovations. They shall be realized with a Pix4D product (hardware or software) following the specific requirements set out on the Website and the provisions of Section 9 below. They may be submitted to Pix4D only through the official submission form. Pix4D reserves the right to make minor edits to the submitted Projects to allow such Projects to be properly printed or displayed on the Website.
- 3.7 Pix4D will only accept Entries that are complete, accurate and that fully respect the requirements and the instructions provided on the Website and in the Conditions. **ANY INCOMPLETE OR IMPROPERLY SUBMITTED ENTRY WILL BE DISQUALIFIED FROM THE CONTEST.**

### 4 JUDGING CRITERIA

- 4.1 Entries will be evaluated by a panel of at least 3 (three) judges comprised of Pix4D employees and other professionals with expertise in Pix4D's products and the contest's subject and (collectively, the "**Judges Panel**" or the "**Judges**").

- 4.2 Judges will firstly assess the eligibility and the compliance of all submitted Entries with the Conditions. Non-validly submitted Entries will be disqualified. Judges will afterwards select the Contest winner(s) by considering the originality, clarity and the potential impact of the Entries submitted and any other criteria specified in the Website (the "**Judging Criteria**").
- 4.3 Whether or not Your Entry is selected as a winner depends on how Your Entry compares, in the Judges' sole and exclusive discretion, to the other Entries submitted in the Contest when evaluated based on the Judging Criteria. All decisions of the Judges are final and binding on all matters related to the Contest, including the selection of the winner(s) and the awarding of any prizes.

## **5 WINNERS AND PRIZES**

- 5.1 The number of winners and the prizes for each Contest are those specified on the Website.
- 5.2 All winners will be notified of the Contest results by email at the address provided in the Form. Reasonable efforts will be made to contact the prize winners but if the winner(s) a) cannot be contacted, b) fail(s) to respond within 7 (seven) days from the date Pix4D first tries to notify him/her/them, c) fail(s) to provide a valid bank account for the cash prize delivery, if any, d) fail(s) to meet any eligibility requirement or e) is otherwise unable to comply with the Conditions, Pix4D reserves the right to disqualify that Entry and will offer the prize to the next eligible Entry and thereafter until a winner is found.
- 5.3 Claims for prizes must be made in the manner and within the time that Pix4D will communicate to the prize winners. Failure to claim a prize within the time or in the manner specified may result in disqualification and selection of the next eligible winner.
- 5.4 Prizes may include cash prizes and non-cash prizes. Cash prizes will be distributed via a bank transfer to the official representative specified in the winning Entries. That official representative will have sole responsibility for further distribution of the cash prizes among participants within an Entity or in a Group Entry. Non-cash prizes may be subject to availability. Pix4D reserves the right to substitute any non-cash prize with another of equivalent value without giving notice. All prizes are one-time payment or grant, and there is no offer of licensure, royalty or other financial compensation implied. Prizes are not transferable.
- 5.5 Prize winners are responsible for all taxes, duties, insurances and other similar measures pursuant to the legislation of their country of residence, domicile, or incorporation, related to any prize that they will receive further to their participation in the Contest.
- 5.6 The results of the Contest will be announced on the Website within [30] ([thirty]) days following the Contest's closing date.

## **6 CONFIDENTIAL INFORMATION**

You acknowledge that Pix4D will not treat any Entry You submit as "confidential information", and that any such Entry shall not contain or include any trade secret or restricted proprietary information that You would not otherwise want to be made public, be part of the public domain or published, displayed and/or demonstrated in images, videos or other media or content forms on the Website and/or Pix4D's social media channels.

## **7 INTELLECTUAL PROPERTY RIGHTS AND RIGHTS TO USE**

- 7.1 Participation in this Contest does not create an obligation on either Your part or Pix4D part to negotiate or enter into any business relationship or to sign any commercial agreement. By submitting an Entry and participating in this Contest, You retain ownership of Your Entry and all related intellectual property rights it may contain. Pix4D makes no claim to ownership of Your Entry or any intellectual property that it may contain, except as set forth in Section 7.2.
- 7.2 In consideration of Your participation in the Contest, You grant to Pix4D, its affiliates, subsidiaries and licensees, an unlimited, non-exclusive, worldwide, sub-licensable, perpetual, irrevocable, assignable, transferable, royalty-free right and license to use, reproduce, perform, transfer, make derivative works from, edit, alter, store, distribute and display (and allow third parties do so on Pix4D's behalf) Your name, likeness, picture(s), biographical information, prize information (if a prize winner), Your Entity name (if Your Entry is from an Entity) and any other personal data submitted with Your Entry and Your Entry's content (including any works or other materials submitted along with Your Entry), in connection with the Contest, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from You. If Your Entry is submitted on behalf of an Entity, You grant to Pix4D the right to reproduce and display Your Entity's name, trademark or logo as a Contest participant on the Website and in other Pix4D media channels for the promotional and marketing purposes. Other than these express uses, You are not granting Pix4D any express or implied rights to use and display Your name, trademarks or logos.
- 7.3 You acknowledge and agree that nothing in the Conditions grants You a right or license to use Pix4D's name or trademark, or any other intellectual property or property right of Pix4D, without Pix4D's prior written approval.

## **8 PUBLICITY AND DATA PROTECTION**

- 8.1 Pix4D may undertake publicity, promotional and marketing activities relating to the Contest(s). As such, winners may be requested to take part in promotional activity and Pix4D reserves the right to the use of their name, photo and disclosure of town or region of residence in any publicity both online and in paper. By participating in the Contest, You consent to such use of Your personal data.
- 8.2 The personal data You provide in connection with Your Entry will be used for purposes described in the Conditions according to the terms set out in Pix4D's [Privacy Policy](#) which are part of these Conditions by way of reference.

## **9 WARRANTIES, INDEMNITY**

- 9.1 By submitting an Entry, You represent and warrant that You meet the eligibility requirements set forth in Section 2, that all information provided in the Entry is true, accurate and complete to the best of Your knowledge, that You have the right and authority to submit the Entry and disclose the information therein on Your own behalf or on behalf of the individuals and Entities mentioned within the Entry.
- 9.2 You also represent and warrant that Your Entry (both the information provided in the Form and materials submitted as the Project):
- (a) is Your own original work or is submitted by permission with full and proper credit given within Your Entry;
  - (b) does not contain confidential information or trade secrets (Yours or third parties');
  - (c) does not, to the best of Your knowledge, misappropriate any trade secrets, or violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks or other intellectual property or other rights of any third person or entity;

- (d) does not contain malicious code, such as viruses, malware, time bombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
  - (e) does not, and will not, violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement;
  - (f) does not trigger any reporting, royalty or other obligation to any third party; and
  - (g) is, in Your good faith opinion, innovative and original.
- 9.3 You further agree to be bound by the decisions of the Judges which are final and binding in all respects.
- 9.4 Any breach of any warranty set forth in the Conditions will immediately result in the corresponding Entry being invalidated and disqualified.
- 9.5 You agree that You will be personally responsible for Your participation in the Contest. You further agree to defend, indemnify and hold harmless Pix4D and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, injuries, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (a) Your participation in the Contest; (b) Your violation of the Conditions, or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (c) Your violation of any third-party right, including without limitation any intellectual property right, confidentiality, property or privacy right; or (d) any disputes or issues between You and any third party.

## **10 LIMITATION OF LIABILITY**

- 10.1 PIX4D SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR INJURY OF ANY KIND SUFFERED BY ANY PARTICIPANT ENTERING THE CONTEST OR AS A RESULT OF ACCEPTING ANY PRIZE. PIX4D IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, OR PROVIDERS, COMPUTER EQUIPMENT OR SOFTWARE, FAILURE OF ANY EMAIL OR ENTRY TO BE RECEIVED ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, TELEPHONE LINES OR AT ANY WEB SITE, OR ANY COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO PARTICIPANTS' OR ANY OTHER PERSON'S COMPUTER OR MOBILE TELEPHONE RELATED TO OR RESULTING FROM PARTICIPATION IN THE CONTEST.
- 10.2 NOTHING SHALL EXCLUDE PIX4D'S LIABILITY FOR DEATH OR PERSONAL INJURY AS A RESULT OF OUR GROSS NEGLIGENCE, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

## **11 MISCELLANEOUS**

- 11.1 You and Pix4D are independent parties, and the relationship created hereby shall not be deemed to be that of principal and agent. You shall under no circumstances be allowed to represent Pix4D or allow or encourage a third party to believe in the existence of such powers.
- 11.2 The headings contained in the Conditions are included for mere convenience of reference and shall not affect its construction or interpretation.
- 11.3 The Conditions and the related documents (in particular the dedicated webpage(s) on the Website, the [Privacy Policy](#), the [Website Terms of Use](#)) embody the entire understanding between the Parties and supersede all previous agreements whether in writing or orally regarding its subject matter. In case of discrepancy between them, the order of descending precedence shall be 1) the dedicated website terms, 2) the Conditions and 3) any other related documents.
- 11.4 Failure by Pix4D to enforce at any time any provision of the Conditions shall not be construed as a waiver of Pix4D's right to act or to enforce any such term or condition and Pix4D's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Pix4D of any breach of Your obligations shall constitute a waiver of any other prior or subsequent breach.
- 11.5 If any provision of the Conditions is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the legal and economic intent of Pix4D as the Contest organizer to the fullest extent possible. In any event, all other provisions of the Conditions shall remain valid and enforceable to the fullest extent possible.
- 11.6 Neither Party may assign any of the rights or obligations under the Conditions without the prior written consent of the other Party.

## **12 APPLICABLE LAW AND JURISDICTION**

- 12.1 The Conditions shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to the conflict of laws provisions thereof.
- 12.2 Any dispute arising out of, or in connection with, the Conditions shall be exclusively submitted to the courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.