

Third AVEVA PROCESS SIMULATION ACADEMIC COMPETITION
(European Union, Norway, Switzerland and United Kingdom, hereinafter “Territory”)

EU Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO PARTICIPATE.

THESE OFFICIAL RULES AND ANY AGREEMENTS RELATING TO ANY SUBMITTED SOFTWARE PROGRAM OR ITS DOCUMENTATION GOVERN THIS CONTEST. BY ENTERING THE THIRD AVEVA PROCESS SIMULATION ACADEMIC COMPETITION AT THE AVEVA WEBSITE, ENTRANTS AGREE TO THESE OFFICIAL RULES.

This Contest seeks solutions simulating chemical processes that include reactor systems, the details of which Sponsor will provide to each participant.

- 1. SPONSOR:** This Third AVEVA Process Simulation Academic Competition (“Contest”) is sponsored by Aveva Solutions Ltd., with a principal place of business at High Cross Madingley Road, Cambridge CB3 0HB, United Kingdom (“Sponsor”).
- 2. ELIGIBILITY:** This Contest is not an open Contest. This Contest is open to students who: (i) are enrolled at an accredited college or university in a country within the Territory; (ii) are majoring in or studying chemical engineering at that accredited college or university in a country within the Territory; (iii) are of legal age in their jurisdiction of residence prior to the beginning of the Entry Period described in Section 4 below; and (iv) completed the entry requirements described in Section 5 below.

Employees, officers and directors of the Sponsor, its parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Contest (collectively the “Contest Entities”) and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.

- 3. AGREEMENT TO RULES:** All participation in this Contest shall be governed by these Official Rules. By participating in the Contest, each participant fully and unconditionally agrees to be bound to and accepts these Official Rules and such additional terms and conditions specific to the Contest communicated by Sponsor through the Entry Period and Contest Period. By participating, participants further agree to be bound to the decisions of the Sponsor (and its authorized representatives), which are final and binding in all matters. By signing up for the Contest or by submitting an Entry (as defined below), participants agree to be contacted by Sponsor with Contest related communications.

4. ENTRY PERIOD AND CONTEST PERIOD: Sign up for this Contest begins on November 6, 2021 at 12:01 a.m., Greenwich Mean Time (“GMT”) and ends on January 4, 2022 at 11:59 p.m. GMT (“Entry Period”). Sponsor’s clock/server/computer is the official time keeping device for this Contest. Each participant must sign up during the Entry Period to be eligible to compete in the Contest. Any attempt to enter the Contest after the Entry Period has ended will not be accepted. Participants are solely responsible for determining the correct time zone in their respective jurisdictions. Contest Entities disclaim all liability or responsibility relating thereto.

The Contest will begin on January 5, 2022 at 12:01 a.m., GMT and ends on April 1, 2022 at 11:59 p.m. GMT (“Contest Period”). Sponsor’s clock/server/computer is the official time keeping device for this Contest. Each participant must submit their entry (“Entry”) during the Contest Period to be eligible to win a prize. Any attempt to submit an Entry after the Contest Period has ended will not be accepted. Participants are solely responsible for determining the correct time zone in their respective jurisdictions. Contest Entities disclaim all liability or responsibility relating thereto.

5. HOW TO ENTER: During the Entry Period, each participant must sign up for the Contest by visiting the Sponsor’s website (<https://sw.aveva.com/europe-academic-program-competition>) and following the instructions. Each participant must sign up during the Entry Period to be eligible to win the prize.

During the Contest Period, participants that have successfully signed up during the Entry Period will equally receive more information about the Contest. Sponsor will release the project problem statement and will conduct a problem statement orientation. Participants shall be required to attend the problem statement orientation webinar. Each participant must submit their Entry by April 1, 2022 at 11:59 p.m. GMT to be eligible to win the prize.

Limit one (1) Entry per participant.

6. REPRESENTATIONS ABOUT YOUR ENTRY

a. By submitting an Entry, Participants represent and warrant (and agree to release and indemnify Contest Entities from same) that they are eligible to enter the Contest, that their Entry is original and without the assistance of others, that their Entry does not contain material in violation of any rights of any other person or entity, and that their Entry does not violate or infringe the rights of any third party, will not constitute a violation of law, and will not bring Sponsor or the Contest Entities into public disrepute, scandal or embarrassment. A finding that the Entry submitted by a Participant is not the Participant’s own work or was done in collaboration with others may automatically disqualify the Participant.

b. If requested by Sponsor, Participant shall provide evidence of the above in writing. Participant shall treat confidential all information received during the contest and thereafter for a period of one year and as well its Entry to the contest. Any public announcement of Participants participation in the contest is due to prior written approval of the Sponsor but will not be unreasonably withhold.

c. At the time an Entry is submitted, and whether or not selected as a winner, Participants understand and agree their Entry and all content therein may be used and shared in furtherance of all Contest related purposes (including without limitation judging, prize fulfillment, winner verification, and public Award announcements) without further compensation or review. Participants will not now nor in the future be paid for their Entry or for granting Sponsor any of these rights. However, if Sponsor commercially makes use of an Entry, parties will in good faith discuss and negotiate reasonable compensation.

7. **JUDGING CRITERIA:** Sponsor will evaluate each Entry based on the following criteria, each of which will be equally weighted and have a value of one hundred (100) points:

- a. **Report Quality** – The Entry will be graded like a technical paper with summary, introduction, procedure, and analysis sections. Each section is subject to a subtraction of ten (10) points for each unclear summary or structure; and a subtraction of five (5) points for each grammar and spelling errors and for each numerical value without a subsequent unit of measure.
- b. **Completeness** – The problem will be in five (5) sections of increasing difficulty. Each completed section will be worth a total of twenty (20) points.
- c. **Correctness** – The Entry will be graded like a typical engineering or science project, namely, mathematical correctness and correct results of each section, but no points will be given for incomplete sections.
- d. **Process Engineering and Simulation Design Skills** – The Entry should propose innovative ideas with twenty-five (25) points allowed for each of: (1) correctly identifying the need for a start-up heat exchanger for the process to bootstrap itself, (2) properly simulating a stable feedback control system, (3) any use of custom modeling, and (4) use of distillation column models rather than a simplified tank/component model.

8. **WINNER SELECTION:**

a. Subject to verification of eligibility and execution of the applicable Required Documentation (defined below), four (4) winners as described in section 9.b. will be selected by the Judges from all eligible Entries received based on the above Judging Criteria.

b. It is anticipated that the winners will be notified on or about April 30st, 2022 by email sent to each participant and by publication at <https://sw.aveva.com/europe-academic-program-competition>. Prior to this notification winner shall sign a publicity release document according to EU General Data Protection Regulation (“GDPR”). Time periods may be extended or modified due to exigencies of the circumstances. Sponsor reserves the right to select fewer than the stated number of winners in its reasonable discretion due, for example, to insufficient eligible and qualified Entries.

c. If a potential winner is found to be ineligible or declines to accept the prize, or Sponsor is unable to contact the potential winner on or within two separate attempts (one email, one telephone call), or in the event that the prize confirmation, notification, or prize is returned, ignored, not timely responded to (not later than three (3) days after notification), misdirected or undeliverable, the prize will be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be forfeited and may be awarded to an alternate potential winner. If the Sponsor wishes to select an alternative potential winner, Sponsor will do so based on the next highest score of an eligible participant's Entry. Contest Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the Participant's or winners' privacy or spam filter settings that may divert any notification or other Contest related e-mail to a spam or junk folder. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

d. **Limit one (1) prize per participant.** The decisions of Sponsor are final in all matters relating to this Contest, including winner selection.

e. The names of the winners will be announced on or about April 30, 2022 ("Winner Announcement Date").

9. **PRIZES:**

a. **1st prize** winner prize winner will receive a three-month paid internship with Sponsor in Lake Forest, California (the "Internship"). The Internship includes a flight and housing allowance of 3,000 Dollars. The grand prize winner must meet all necessary criteria (e.g., visa requirements) to receive the Internship. Should the grand-prize winner choose not to accept the Internship, the grand prize winner will receive a cash prize of 3,000.00 Dollars. The grand prize winner receives either the Internship or the cash prize, but not both. The Internship or receipt of 3,000.00 Dollars cash prize is the "Grand Prize."

b. **2nd prize** – Winner for Best Steady State Simulation receives \$1,000

c. **3rd prize** – Winner for Best Economics Optimization receives \$1,000

d. **4th prize** – Winner for Best Dynamics receives \$1,000

e. To receive a prize, the winners must execute and deliver to Sponsor the Required Documentation (defined below) and otherwise comply with Section 10 below.

f. Within the Territory the payout will be done in Euro at the currency rate of the USD issued by the European Central Bank at the day of the announcement of the winners.

10. **CLAIMING THE PRIZE:** Each winner must provide Sponsor with all information required to claim the prize (including tax identification information). Each winner shall sign and return to Sponsor a liability/publicity release, affidavit of eligibility, and a tax indemnification guarantee (hereinafter collectively referred to as the "Required Documentation") by a date determined by Sponsor in form and substance satisfactory to applicable statutory law in order to be eligible to receive the prize. If (i) any of the Required Documentation is not completed, signed, and/or returned within the stated time, (ii) the winner is deemed by Sponsor to be ineligible or not

to have complied with these Official Rules, or (iii) the winner refuses to accept or fails to claim the prize, then the prize will be forfeited by the winner and an alternate winner may be selected from among all eligible entries timely received, if time permits. If a winner is not reachable at the contact information provided to Sponsor or if a notification is returned as undeliverable, then the prize will be forfeited, and an alternate winner may be selected. The prize will be delivered within thirty (30) days of the winner delivering the signed Required Documentation to Sponsor. Neither a Participant nor a winner is eligible to any orders or follow-up orders by the Sponsor.

11. TAXES: Each winner is responsible for any and all taxes and fees (not banking related fees accrued by Sponsor) on the awarded prize. Furthermore, the winner acknowledges that Governing Law may require that a tax withholding on certain prize values must be collected from the winner upon award or distribution. Tax withholding laws are subject to change without notice. The withholding laws in effect at the time the prize is claimed will be followed.

12. CANCELLATION; TERMINATION OF CONTEST: By choosing to participate in this Contest, each participant acknowledges and agrees that Sponsor has the right, in its sole discretion, to elect not to proceed with this Contest for any material reason whatsoever, and in such event, a participant will not be entitled to any remedy whatsoever.

13. GENERAL

- a. This Contest is void where prohibited or restricted by law.
- b. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or the Sponsor website; violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- c. Contest Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture Entry or other information. Contest Entities are not responsible for injury or damage to participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any Website. If, for any reason, the Contest or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, force majeure, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or element thereof and select the winners from non-suspect, eligible entries received prior to the action or as otherwise may be deemed fair and equitable by

Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Contest, these Official Rules shall govern.

- d. Sponsor shall have no responsibility or obligation to a winner who is ineligible for a prize or is unable to or who does not accept or utilize a prize, for any reason.
- e. Prizes are awarded “as is” without any express or implied warranty or guarantee from Sponsor, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Only the prizes as described herein are available to be awarded; in no event will the Contest Entities be responsible for awarding more or different prizes than stated herein. Despite the foregoing, Sponsor in its sole discretion can substitute a prize or any part thereof with a prize of equal or greater value.
- f. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Twitter, YouTube, Google or any other Social Media or similar platform. Participants understand that all information is being provided to Sponsor and not to Instagram, Facebook, Twitter, YouTube, Google or any other Social Media where this Contest may be advertised. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites.
- g. Sponsor agrees to grant and Participants agree to accept the non-exclusive, limited, license to use the licensed program (“Program”). The Program is each program furnished by Sponsor in object code format to Participant and includes all supporting materials. The Program is the sole and exclusive property of the Sponsor. The Program is provided by Sponsor for the express purpose of the Contest and shall not be used for any commercial purposes. Participants shall only use the Program during the Contest Period. Participants shall not, without Sponsor’s prior written consent, (i) copy, modify, sublicense, loan, or transfer in any manner the Program; (ii) create derivative works based on the Program; or (iii) subject the Program to translating, decompiling, disassembling, reverse assembling, reverse engineering, emulating, or performing any other operation on the Program unless the operation is specifically authorized by law. Participants shall hold the Program licensed herein in strict confidence and will not allow third parties to access or use the Program without Sponsor’s prior written consent.

14. PUBLICITY RELEASE: By participating in the Contest and/or accepting a prize, participants and confirmed winners, as applicable, grant (and agree to confirm that grant in writing) permission for Sponsor and/or Sponsor’s authorized representatives the right to use their Entry, name, biographical information (e.g. name of university, age), image, voice, and statements for promotion, trade, commercial, and publicity purposes, at any time or times, in all media now known or hereafter discovered including television and the internet including Sponsor’s social media platforms and those of third parties whether or not connected with the Contest, worldwide,

including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law. Participants and confirmed winners hereby consent to the processing of such personal data by the Sponsor according to article 7 GDPR. The data processing is carried out exclusively for the following purpose(s): Second AVEVA Process Simulation Academic Competition. The consent is given on a voluntary basis and can be revoked at any time with effect for the future. The data may not be processed after receipt of the revocation. They must be deleted immediately. The revocation of the consent does not affect the legality of the processing carried out up to that point. The declaration of revocation can be sent to the Sponsor at the following address: Aveva Solutions Ltd., with a principal place of business at High Cross Madingley Road, Cambridge CB3 0HB, United Kingdom. The Sponsor is not obligated to name a Participant and/or winner in any publication. Participants shall sign the declaration of consent and send a scanned version via email to the Sponsor at academic.program@aveva.com before submitting their Entry.

15. PRIVACY: All information submitted in connection with this Contest will be treated in accordance with GDPR, these Official Rules and Sponsor's Privacy Policy, which may be amended from time to time and is currently located at <https://sw.aveva.com/academic-program-competition>. By signing up and by submitting an Entry, participants agree to be contacted by Sponsor with Contest related communications. The information Participants provide to Sponsor will be used as stated herein and the aforementioned Policies, and for purposes of this Contest.

16. INDEMNIFICATION AND RELEASE OF LIABILITY: Participants shall defend, indemnify and hold harmless Sponsor and its affiliates and all of their and their officers, directors, contractors, agents, agents and employees (the "Indemnified Sponsors") from and against any and all claims made by third parties against Indemnified Sponsors if such claims arise out of or are related to the following: (a) Participant's use of the Sponsor's information, including the Program, in a manner that violates the EU Official Rules or any applicable law or regulation; (b) Participant's Entry; and (c) a third party's allegation that Participant's Entry and content infringes or violates any intellectual property rights of any third party or are intended to misappropriate such rights. The foregoing shall apply irrespective of whether such damage is caused by the conduct of the Participant or by the conduct of third parties using the Participant's Entry and content. Sponsor is not liable for any unlawful usage of the Participant's Entry and content.

17. ADDITIONAL TERMS: In case of dispute as to the identity of any participant, entry will be declared made by the authorized account holder of the email account used to enter the Contest. "Authorized Account Holder" is defined as the natural person who is assigned to the email account issued by the email service provider responsible for assigning the email address used. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the email address used to enter the Contest. The sufficiency and type of such proof is subject to Sponsor's sole discretion.

18. FORCE MAJEURE: Contest Entities shall not be liable to participants, winners or any other person or entity for failure to execute the Contest, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood,

explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, or any similar or dissimilar event beyond their reasonable control.

19. DISCLAIMERS: All rights related to the Entries shall vest in Sponsor. Sponsor is not responsible for lost, late, or misdirected email, or telecommunication or hardware or software failures, including by reason of any bug or computer virus or other failure. Sponsor may cancel, modify, or terminate the Contest (including winner selection and prizes) without prior notice if it is not capable of completion as planned, including by reason of infection of computer virus, tampering, unauthorized intervention, force majeure or technical difficulties of any kind.

20. GOVERNING LAW: These EU Official Rules and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of London, England over any claim or matter arising out of or in connection with these EU Official Rules (including non-contractual disputes or claims) or the legal relationships established by these EU Official Rules.

21. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

22. WINNERS LIST: To obtain a list of the winners, send an email to Aveva Academic Program at academic.program@aveva.com within thirty (30) days of the Winner Announcement Date. The email should contain the following phrase in the “subject” field: Second AVEVA Process Simulation Academic Competition Europe Winners List

23. CONTEST LANGUAGE: Contest language is the English language (British or American spelling is accepted).

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