

**AVEVA Software, LLC**

**FOURTH AVEVA PROCESS SIMULATION ACADEMIC COMPETITION**

*(United States and Canada, excluding Puerto Rico and Quebec Province)*

**North America 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. VOID IN PUERTO RICO AND QUEBEC PROVINCE, CANADA. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY CONTEST ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. SEE DISPUTES/ARBITRATION PROVISION CONTAINED HEREIN.**

**THESE OFFICIAL RULES AND ANY AGREEMENTS RELATING TO ANY SUBMITTED SOFTWARE PROGRAM OR ITS DOCUMENTATION GOVERN THIS CONTEST. BY SUBMITTING A SOLUTION TO THE PROBLEM POSED, 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 Fourth AVEVA Process Simulation Academic Competition (“Contest”) is sponsored by Aveva Software, LLC, with its principal place of business at 26561 Rancho Parkway South, Lake Forest, California 92630 (“Sponsor”).
- 2. ELIGIBILITY:** This Contest is open to students who: (i) are enrolled at an accredited college or university in the United States or Canada (not including Puerto Rico or Quebec Province); (ii) are in their senior year of college or university at that accredited college or university in the United States or Canada (not including Puerto Rico or Quebec Province); (iii) are majoring in or studying chemical engineering at that accredited college or university in the United States or Canada (not including Puerto Rico or Quebec Province); (iv) are living in the United States or Canada (not including Puerto Rico or Quebec Province) prior to the beginning of the Entry Period and throughout the Contest Period described in Section 4 below; (v) are of legal age in their jurisdiction of residence prior to the beginning of the Entry Period described in Section 4 below; and (vi) completed the entry requirements described in Section 5 below. This Contest is void in Quebec Province of Canada and Puerto Rico.

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 any additional terms and conditions specific to the Contest communicated by Sponsor. 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 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., Eastern time (“ET”) and ends on January 4, 2022 at 11:59 p.m. ET (“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., ET and ends on April 1, 2022 at 11:59 p.m. ET (“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:** No purchase is necessary to enter or to win. During the Entry Period, each participant must sign up for the Contest by visiting the Sponsor’s website (<https://sw.aveva.com/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 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. ET 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. Nothing herein shall be deemed an obligation of confidentiality.

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.

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), two (2) winners (one grand prize winner and one runner-up winner) will be selected by the Judges from all eligible Entries received pursuant to the two highest scores assessed by the Judges based on the above Judging Criteria. In case of a tie, the Entries among those tied, will be re-judged in accordance with all of the judging criteria to break the tie.

b. It is anticipated that the winners will be notified on or about April 30, 2022 by email sent to each participant and by publication at <https://sw.aveva.com/academic-program-competition>. 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, or in the event that the prize confirmation, notification, or prize is returned, ignored, not timely responded to, 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. AVEVA may award up to four prizes as detailed below. The grand 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 \$3,000.00. 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. The grand prize winner receives either the Internship or the cash prize, but not both. The Internship or receipt of \$3,000.00 cash prize is the "Grand Prize."

- **1<sup>st</sup> prize/Grand Prize** – Winner for Best Overall receives \$3,000 or opportunity to take internship with AVEVA
- **2<sup>nd</sup> prize** – Winner for Best Steady State Simulation receives \$1,000
- **3<sup>rd</sup> prize** – Winner for Best Economics Optimization receives \$1,000
- **4<sup>th</sup> prize** – Winner for Best Dynamics receives \$1,000

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

**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 Sponsor 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.

**11. TAXES:** Each winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded prize. Furthermore, the winner acknowledges that federal and/or state law requires that a tax withholding on certain prize values must be collected from the winner upon award or distribution. Federal and/or state withholding laws are subject to change without notice. The withholding laws in effect at the time the prize is claimed will be followed. Sponsor will issue IRS Form 1099 to each winner and file IRS Form 1096.

**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 reason whatsoever or for no reason, 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, likeness, 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.

**15. PRIVACY:** All information submitted in connection with this Contest will be treated in accordance with 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:** BY PARTICIPATING, PARTICIPANTS AND WINNERS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ITS SUBSIDIARY AND AFFILIATED ENTITIES AND OTHER CONTEST ENTITIES, AND EACH OF THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS, LIABILITIES, AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DAMAGE TO, LOSS, OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION, PORTRAYAL IN A FALSE LIGHT, DISABILITY AND PROPERTY DAMAGE, INFRINGEMENT ON A THIRD PARTY'S INTELLECTUAL PROPERTY OR OTHER RIGHTS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITY, ACCESS TO THE WEBSITE, AND/OR OTHER PARTICIPATION IN THIS CONTEST. BY ENTERING AND/OR ACCEPTING A PRIZE, AND/OR INCLUDING THE PROGRAM, PARTICIPANTS AND WINNERS COVENANT TO THE FULLEST EXTENT PERMITTED BY LAW NOT TO SUE ANY RELEASED PARTY OR CAUSE THEM TO BE SUED REGARDING ANY MATTER RELEASED ABOVE, AND NOT TO DISAFFIRM, LIMIT, OR RESCIND THIS RELEASE. A WAIVER BY ONE OR MORE OF THE CONTEST ENTITIES OF ANY TERM IN THESE OFFICIAL RULES DOES NOT CONSTITUTE A WAIVER OF ANY OTHER PROVISION. ANY PROVISION ADJUDGED TO BE INVALID SHALL BE

STRUCK FROM THESE OFFICIAL RULES AND THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

**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, epidemic, pandemic, 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 Entries become the property of Sponsor and will not be acknowledged or returned. 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. DISPUTE RESOLUTION/ARBITRATION/GOVERNING LAW:** THIS CONTEST AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT, SPONSOR, OR ANY OTHER CONTEST ENTITY IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, to the fullest extent permitted by law, each participant agrees that if any controversy or claim arising out of or relating to these Official Rules and the Contest cannot be settled through direct discussions, they will endeavor first to settle the controversy or claim by a mediation administered by the International Center for Dispute Resolution ("ICDR") under its then-applicable rules and procedures. If the dispute is not otherwise resolved through direct discussions or mediation, the Parties agree that the controversy or claim, including the scope or applicability of this agreement to arbitrate, will then be resolved by final and binding confidential arbitration in Harris County, Texas, to be administered by ICDR in accordance with its then-applicable arbitration rules and procedures, including without limitation the rule providing that each party will pay its pro rata share of ICDR fees and expenses

and the rules providing for limited discovery and other exchange of information. The ICDR rules are available at [www.ICDR.org](http://www.ICDR.org). The ICDR rules for selection of a single arbitrator will be followed. Notwithstanding the forgoing, each participant agrees that any mediation or arbitration shall be conducted on an individual basis, without resort to any form of class action. Under no circumstances will a participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

**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](mailto:academic.program@aveva.com) within thirty (30) days of the Winner Announcement Date. The email should contain the following phrase in the “subject” field: Fourth AVEVA Process Simulation Academic Competition Winners List.

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