



Terms and Conditions of Participation

Your freedom campaign

Operator

Participation in the competition held by exocad GmbH, with headquarters at Julius-Reiber-Str. 37, 64293 Darmstadt, Germany, hereinafter referred to as operator, is exclusively governed by these Terms and Conditions of Participation.

How long will the competition run?

The competition begins on February 11, 2020 at 10:00. and runs until midnight on September 18, 2020. During this period, users will have the opportunity to participate in the competition online.

Who is eligible to participate?

Natural persons who are at least 18 years of age are eligible to participate. Participation is possible from around the world and is therefore not restricted to a specific place of residence. Participation is not limited to the organizer's customers; however, participation depends on usage authorization for an exocad software license.

The operator reserves the right to exclude persons from participation at its own discretion when legitimate reasons exist, for example (a) in case of manipulation in connection with access to or execution of the competition; (b) in case of infringements against these Terms and Conditions of Participation; (c) in case of unfair actions, (d) in case of false or misleading information provided in connection with participation in the competition or (e) the participant withdraws their consent to use the uploaded video prior to the competition.

Participation

The participant is required to fill out and submit the participation form available at www.exocad.com/what-does-freedom-mean-to-you. Participation is only possible during the participation period. Registration forms received after the deadline will not be included in the draw.

Only one registration form submitted per participant will be entered into the competition. It is strictly prohibited to use more than one email address to increase the chances of winning. Participation in the competition is free of charge.

How to participate

Step 1: The participant creates a video message of max. 30 sec. and 64 MB where they talk about their personal freedom with exocad (the "video message").

Step 2: The participant fills out the online form, reads the Terms and Conditions of Participation, agrees to them by checking the corresponding box, provides their consent for the use of the video by the operator by checking the corresponding box and uploads the file to the operator's campaign website www.exocad.com/your-freedom by clicking "Upload your video".

Step 3: The participant receives an automatic confirmation email shortly afterwards to confirm his entry.

Step 4: Following a review of the submitted video messages by the operator, the best videos that satisfy the Terms and Conditions of Participation will be published at a public presentation at the exocad Insights 2020 event on September 21 and September 22, 2020 and potentially also be published and used for further marketing purposes e.g. on the operator's own company website and social media channels (Facebook, YouTube, LinkedIn).

The operator will assess all submissions and will in due time notify the selected participants by email.

Prizes

The best five video messages that satisfy the Terms and Conditions of Participation will be published at a public presentation at the exocad Insights 2020 event on September 21 and September 22, 2020 and potentially also be published and used for further marketing purposes e.g. on the operator's own company website and social media channels (Facebook, YouTube, LinkedIn) including the integration of the participant's name, job title and company logo (provided this is approved by the participant).

Notification

The competition is tied to the requirement of creating a video message with a statement on the question "What is your freedom with exocad?". Only those participants who have completed the task correctly will be considered for the selection. The best video messages will be determined after the closing date on the basis of an internal exocad commission that will decide in its reasonable discretion and objective standards. The participants whose video message have been selected for the "What is Your Freedom" campaign will be informed in time by e-mail.

Termination of the competition

The operator explicitly reserves the right to terminate the competition without prior announcement and without notification of reasons. In particular, this applies to all circumstances that would interrupt or prevent the proper execution of the competition.

Warranty regarding video message

By uploading the video messages, the participant warrants that (a) all information provided is correct and not misleading, (b) the video message does not contain content that violates any legal statutes (including criminal law) or infringes upon third party rights, in particular privacy rights and that all respective consents and licenses have been obtained, (c) the video message does not contain any malicious content, e.g. malware, viruses, Trojan horses, etc.

Copyright license

The participant grants the operator permission to use the uploaded video message for the purposes of promotion and advertising at trade shows/events, e.g. exocad Insights in Darmstadt and on the operator's own company website and social media channels (Facebook, YouTube, LinkedIn). For this purpose, the participant grants the operator the unrestricted, revocable, non-exclusive and temporarily and spatially unlimited worldwide and royalty-free license to reproduce, disseminate, distribute, exhibit, display, edit, modify, publish or in any other way utilize the video message. This grant of rights encompasses all known usage and exploitation rights for all known and unknown types of use (in particular in all types of media formats, in particular on screen at exhibitions, in social media channels and offline in leaflets, advertisement brochures and similar publications).

Data privacy

The legal basis for the processing of the participant's personal data is Art. 6 para. 1 lit. a GDPR. Should the video message contain any personal information from third parties (e.g. patients) the participant must ensure these have also legitimately consented to the processing of their personal data by the operator in the scope necessary for the purpose of the competition and that they have been informed about the use of their personal data in accordance with this section of the Terms and Conditions of Participation.

The personal data will be deleted as soon as it is no longer required for this purpose, in particular if the consent is withdrawn.

The data controller for this processing is exocad GmbH, Julius-Reiber-Straße 37, 64293 Darmstadt, Germany, tel.: +49 61 51 / 629 48 90, fax: +49 61 51 / 629 48 99, email: info@exocad.com. The Data Protection Officer for exocad GmbH is Ilona Wirrmann, Kirchberger Straße 31, 64823 Groß-Umstadt. Tel.: +49 6078 93017113, email: wirrmann@iw-

bueromanagement.de.

When personal data is transferred to Facebook, YouTube, LinkedIn it will be used by the relevant entities in accordance with their respective privacy policies:

<https://www.facebook.com/policy.php> ; <https://policies.google.com/privacy> ;

<https://www.linkedin.com/legal/privacy-policy>;

<https://de-de.facebook.com/help/instagram/519522125107875>. These companies are registered under the EU-U.S. Privacy Shield.

Under the GDPR, the data subject (i.e. the participant or third party identified in the video message) has the following rights with regard to personal data relating to them, including in the video message:

- Right of access
- Right to rectification
- Right to erasure
- Right to data portability
- Right to complain to a data protection supervisory authority about the processing of my personal data.

The data subject also has the right to withdraw their consent at any time without giving reasons (e.g. by sending exocad GmbH an email [feedback@exocad.com]). In this scenario, exocad GmbH will stop processing the personal data contained in the video message without undue delay, which may lead to an exclusion from the competition. The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.

Applicable law and legal recourse

Questions or complaints in connection with the competition shall be directed to the operator. The competition held by the operator is solely subject to the laws of the Federal Republic of Germany. Recourse in the courts is excluded.

Severability

If one of the provisions of these Terms and Conditions is or becomes invalid in whole or in part, the validity of the remaining provisions of these Terms and Conditions shall remain unaffected. Instead of the invalid provision, a legally applicable provision that comes closest to the expressed economic meaning and purpose of the invalid provision shall apply. The same applies in the event of a regulatory gap in these Terms and Conditions.

The exocad team wishes you the very best of luck!