

OFFICIAL RULES

CFD Student Challenge (the "Challenge")

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

In accordance with the additional terms in Section 2 below, this Challenge is only open to individuals who are, throughout the Challenge Period, full-time University students, residents of the United States, and at least eighteen (18) years or older at the time of a Submission. By submitting a Challenge entry, you certify that you satisfy all eligibility criteria and agree to be bound by these Official Rules.

The Prize:

A summer or fall 2024 internship, subject to these Official Rules, lasting approximately three (3) months, at Cadence and based in Austin, Texas, or San Jose, California, United States (location to be determined at Sponsor's discretion. Valued at approximately \$23.4K - \$26K USD total + up to \$5K USD for eligible relocation expenses).

You may not substitute or transfer the Prize, except that Sponsor reserves the right to substitute a different prize for one of equal or greater value, for any reason. Winner is responsible for the payment of any applicable taxes or equivalent (including without limitation, federal, state, provincial and/or local taxes) on the Prize and for completing all conditions precedent and antecedent, such as separately applying for the internship by means of standard Cadence employment processes.

How to Enter:

To enter the Challenge you must successfully complete all of the following steps (together, a "Submission"), while space remains available: (1) submit your request to participate in the Challenge including satisfactory responses to certain preliminary eligibility and screening questions—via Sponsor's landing page, available here: www.cadence.com/CFDChallenge (the "Site"); (2) obtain written email confirmation and approval from Sponsor and review any additional details made available to you; (c) separately obtain a valid license to use certain Cadence CFD tools, including the Fidelity Hexpress and Fidelity Flow software (the "Tools") from Sponsor by means of a University license agreement (through the Cadence University Program); (3) starting on or around October 16, 2023, use Sponsor's OnCloud platform, available here: https://www.cadence.com/en US/home/solutions/cadencecloud/oncloud.html, to access the Tools; (4) in compliance with all attendant software license terms, quantity and duration parameters, and use restrictions specified by Sponsor (the "Terms"), use the Tools, for a maximum of thirty (30) hours total, to determine and select the best design for the front wing of a race car in conformity with any instructions and details made available to you by Sponsor (the "Instructions"); and (5) submit your design calculations, materials, final design, and other requirements (together, the "Design") Sponsor via the submission portal, available https://support.cadence.com. Eligible participants that complete the foregoing will automatically receive one (1) Challenge entry. A Submission may, in Sponsor's sole and absolute discretion, be rejected if it fails to follow the requirements on the Site, the Instructions, the Terms, the employment process, and/or these Official Rules.

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Automated entries (including but not limited to, entries submitted in whole or in part, directly or indirectly, using any robot, script, macro, LLM, or other automated service) are not permitted and will be disqualified. Limited to one Prize per person, while supplies or space remain. Winner(s) must meet the eligibility requirements set forth in these Official Rules to qualify for the Prize(s). Participants are separately responsible for ensuring sufficient access to the Tools (for example, if you previously used the Tools for other purposes not relating to this Challenge, Sponsor will not grant additional access/hours).

Separate Employment Review Process:

If you are a Finalist, you will also need to submit a separate internship employment application, as directed by Cadence, and successfully complete all employment application and hiring requirements, as directed by Cadence, including interview(s), employment authorization, and background check process to be considered for the Prize.

Terms and Conditions:

- 1. <u>Acceptance of Rules.</u> By entering the Challenge, you fully and unconditionally agree to and accept these Official Rules. The Challenge is sponsored and administered by Cadence Design Systems, Inc., for itself and on behalf of its subsidiaries ("**Sponsor**" or "**Cadence**"). All entries become the exclusive property of Sponsor.
- 2. Eligibility. The Challenge is only open to individuals who are, throughout the Challenge Period, (a) residents of the United States, (b) at least eighteen (18) years old (unless prohibited by participant's state of residency, in which case participant must be at least twenty-one (21) years old), (c) actively enrolled in and in good standing in a full-time program at an accredited US university that is member of the Cadence Academic Network (a "University"); and (d) granted separate access and license to the Tools by means of the Cadence Academic Network. Sponsor has a limited number of seats and capacity available for participants and reserves the right, at Sponsor's discretion, to restrict entry to a limited number of seats per University and/or on a "first-come-first-served" basis, subject to seat and capacity limitations. Individuals must also complete separate employment screening and review processes and must separately confirm work authorization and any other related employment requirements as directed by Cadence. Individuals that do not meet all of the foregoing criteria are ineligible to participate. This Challenge is not open to individuals involved in the administration of the Challenge. The Challenge is void where prohibited or restricted by law, or by applicable Sponsor or University policy. By entering the Challenge, you represent that you meet the eligibility criteria. NO PURCHASE IS NECESSARY.
- 3. <u>Submission Requirements.</u> Submissions must conform to the requirements of these Official Rules, the Instructions, the Terms, the Site, and be in good taste and in keeping with Sponsor's image, as determined by Sponsor in its sole and absolute discretion. By submitting, uploading, posting, disclosing or otherwise making a Submission, you warrant and represent that you have the legal right and necessary permission(s) to do so; that you are the sole and exclusive owner and rights holder of your Submission, and that your Submission complies with all of the following:
 - 3.1. Submissions must include only materials created by you, or for which you have all rights required to comply with these Official Rules.
 - 3.2. Submissions must not infringe on the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity.
 - 3.3. Submissions must not contain any confidential, proprietary, and/or trade secret information.

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- 3.4. Submissions must be in the English language.
- 3.5. During the Submission Period, Submissions cannot be displayed or distributed except by Sponsor, and you must maintain all rights, without third party obligations, to transfer the Submission to Sponsor if you are selected as a Winner.
- 3.6. Submissions must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
- 3.7. Submissions must not include material or language that, in the Sponsor's sole and absolute discretion: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous, or libelous, (b) is derogatory or promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other factor, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful in any way (e.g., propagate viruses, Trojan horses, or other technologies that could adversely impact the Challenges participants) and; (f) is disparaging to Sponsor or is inconsistent with the images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).
- 3.8. Submissions should not reveal any personal information about another individual, including but not limited to another person's address, phone number, email address, payment card number, or credential, or any information that may be used to track, contact or impersonate that individual. Notwithstanding the foregoing, you are required to include the contact information of a referring professor on the Site as part of the initial intake portion of the Challenge. You are responsible for ensuring that the professor has provided the requisite consent, in writing, to submit their personal information for the purposes of this Challenge.
- 3.9. You agree to retain the Fidelity project files that make up your Design on your local file system until the end of the Challenge Period; you agree to make such files available to Sponsor upon request.
- 4. <u>Judging Criteria.</u> Sponsor will evaluate the Design and Submission based on a given Submission's conformity with the Instructions and based on technical expertise, creativity, originality, and general effectiveness (the "Judging Criteria").
- 5. <u>The Challenge is Void Where Prohibited.</u> All applicable laws, ordinances, statutes, and regulations apply (including without limitation, federal, provincial, and state laws). Subject to any governmental approval that may be required, Sponsor reserves the right to, without prior notice and at any time, terminate the Challenge, in whole or in part, or modify the Challenge in any way, should any factor interfere with its proper conduct as contemplated by these Official Rules.
- 6. <u>Challenge Period.</u> This Challenge begins on August 28th, 2023 and will end on or before February 16th 2024 at 12:00 p.m. (PST) (the "**Challenge Period**").
- 7. Selection of Finalists and Winner. Up to five (5) finalists (the "Finalists") will be selected from among the eligible Submissions. The Finalists will be determined based on the Judging Criteria by a panel of judges, determined by Sponsor. The Finalists will receive an invitation to apply to the Cadence internship (the "Job Application"), and must begin the Job Application process within the timeframe specified by Sponsor. Based on the Finalists' completed Job Applications and completion of the attendant employment review process, Sponsor will determine a Winner in Sponsor's sole discretion.

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The determination will take place one (1) time (the "Challenge Day") within sixty (60) days of the end of the Challenge Period, subject to the prospective Winner's successful completion of the employment review process and the requirements found in these Official Rules. Sponsor will determine the time and location of the selection.

- 8. Odds of Winning. The odds of winning the Challenge will be affected by the number of eligible entries received.
- 9. Notification of Finalists; Winner List. Finalists will be notified electronically within thirty (30) days of the Challenge Day, and the Winner will be notified within thirty (30) days of completion of the Job Application and employment review process. All decisions are final and binding. Sponsor is not responsible for and will not be liable for late, lost, misdirected or unsuccessful efforts to notify the Finalists or Winner. The Winner may be announced on Sponsor's Blog website at https://community.cadence.com/.
- 10. Affidavit. Potential Winners may be required to complete, sign, and return an Affidavit of Eligibility and Liability Release (collectively the "Affidavit"). The Affidavit must be returned to the Sponsor within five (5) days of Sponsor's request or the Prize will be forfeited and awarded to an alternate potential winner. If you (i) cannot be contacted after a reasonable attempt has been made (as determined in Sponsor's sole discretion); or (ii) fail to timely return the completed Affidavit within the time specified; or (iii) refuse the Prize; or (iv) the Prize notification is rejected or returned as undeliverable, then such potential winner will be disqualified and forfeits all rights to be deemed a Winner and an alternate potential winner will be notified, time permitting. Upon Prize forfeiture, no compensation will be given.
- 11. <u>Delivery of Prize(s)</u>. After Winner completes and returns the Affidavit, the Prize shall be awarded to the Winner—in the form of an internship job offer—using a carrier or method selected at Sponsor's discretion. The internship job offer shall be electronically delivered within thirty (30) business days following notification of the Winner <u>and</u> receipt by Sponsor, if applicable, of an accurate email address. The delivery of the Prize shall comply with all import, export and other applicable laws and regulations. Winner shall be responsible for any taxes, fees or other payments levied with respect to the Prize. Sponsor shall not be responsible for the loss or non-delivery of the Prize due to applicable laws or other reasons not directly caused by or in the control of Sponsor. If a Prize cannot be delivered to a Winner due to applicable laws, regulations, or other factors outside Sponsor's reasonable control, then Sponsor reserves the right to deliver a substitute Prize of similar retail value.
- 12. <u>Use of Personal Information.</u> You agree to the collection, use, and sharing of your personal information by/with Sponsor, and any necessary third parties, for the purposes of administering this Challenge and to comply with applicable laws, regulations, and rules. Any information you provide to Sponsor may be used to communicate with you in relation to this Challenge and will be used in accordance with Sponsor's Privacy Policy, which may be found at https://www.cadence.com/en_US/home/privacy/privacy-policy.html. You agree that your name and Design, and/or Submission may be displayed on Sponsor's internal and external websites and may be featured in internal and external company emails and publications.
- 13. <u>Publicity Permission</u>. If you are a Winner, you agree that Sponsor and/or Sponsor's partners may use your name, voice, likeness, and/or other personal information for advertising, trade, marketing, and/or promotion purposes (including at www.cadence.com) without further compensation, unless prohibited by law.
- 14. <u>License to Cadence; Intellectual Property Rights</u>. As a condition of entry, you grant Sponsor a perpetual, irrevocable, worldwide, royalty-free, and exclusive license to publish, use, disclose, publicly

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perform, adapt, edit, and/or modify the Design and Submission in any way, in any and all media.

- 15. Other Conditions. Sponsor, its officers, directors, employees, agents and representatives, parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and legal advisors (collectively, "Sponsoring Parties") are not responsible for and will not be liable for; (I) late, lost, damaged, misdirected, incomplete, or unintelligible entries; (II) any condition caused by events beyond the control of Sponsor that may cause the Challenge to be disrupted or corrupted; (III) any injuries losses or damages of any kind arising in connection with or as a result of the Challenge, or from participation in the Challenge; (IV) any printing or typographical error in any material associated with the Challenge. By participating in the Challenge, you accept and agree that Sponsor, in its sole and absolute discretion, may adapt or otherwise make changes to a Design and/or Submission.
- 16. <u>Suspension/Modification/Termination</u>. If Sponsor is prevented from continuing with the Challenge by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Challenge by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor may modify, suspend, or terminate the Challenge. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Challenge should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security, or proper play of the Challenge, and (b) to disqualify you if you are found to be, or suspected of: (i) tampering with the Submission process or the operation of the Challenge, (ii) acting in violation of these Official Rules, or (iii) acting in an un-sportsmanlike manner.
- 17. Release of Liability. By entering the Challenge, you agree to release and hold Sponsoring Parties and the Sites harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Challenge, including without limitation, taxes, personal injury, death and property damage, and claims based on publicity rights, use or misuse of any prize, defamation or invasion of privacy. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of any prize awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prize awarded.
- 18. Resolution of Disputes. Except where prohibited by law, as a condition of participating in this Challenge you agree that (1) any and all disputes and causes of action arising out of or connected with the Challenge or any prize awarded, shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest San Jose, CA; (2) the Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction.
- 19. <u>Choice of Law; Limitation of Liability.</u> All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with the Challenge, will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to California choice of law rules.

BY ENTERING THE CHALLENGE, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED

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TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) ASSOCIATED WITH ENTERING THE CHALLENGE, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE, (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, AND; (D) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY), AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, IN WHICH CASE THE ABOVE MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

20. <u>Contact Information.</u> You may contact Sponsor if you have questions about or related to the Challenge and/or the Official Rules. Sponsor is located at 2655 Seely Avenue, San Jose, CA 95134, United States. You may also email Sponsor at <u>academic-cfd@cadence.com</u>.

The Challenge is in no way sponsored by McLaren or by any University.

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