

## PRIZE DRAW TERMS AND CONDITIONS

### Modo Design Contest

- THE PRIZE DRAW

- This prize draw is run by The Foundry Visionmongers Ltd, a company registered in England (Company registration Number 04642027) and having its registered office address at Squire Patton Boggs Secretarial Services Limited, Rutland House, 148 Edmund Street, Birmingham, B3 2JR and whose address for correspondence in connection with this Agreement is 5 Golden Square, London, W1F 9HT ("Foundry").
- The title of the prize draw is Modos Design Contest (the "Prize Draw").

- HOW TO ENTER

- By entering into the Prize Draw, you are agreeing to be bound by these terms and conditions.
- The Prize Draw will run from 00:00 BST on [ 31st May 2024 ] (the "Opening Date") to 23:59 BST on [ 31st July 2024 ] (the "Closing Date") inclusive (the "Prize Draw Period").
- Prize Draw entries must be received by Foundry no later than 23:59 on the Closing Date. All Prize Draw entries received after that time are automatically disqualified.
- Your entry for the Prize Draw must be created using Modos as the primary software creation tool. Further, you must own all rights to your entry.
- No purchase is necessary and there is no charge for entering into the Prize Draw.
- You assume all responsibility for the information you provide in entering into the Prize Draw. Foundry does not offer any form of payment, actual or implied, to any entrants in connection with the Prize Draw.
- Foundry will not accept responsibility for Prize Draw entries that are lost, mislaid, damaged or delayed, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

- ELIGIBILITY

- The Prize Draw is open globally to participants aged 18 years and over, except:
  - (a) (i) those resident in countries subject to comprehensive sanctions issued by the United Kingdom, the US or the EU; (ii) those listed on any sanctions list issued by governments of the UK, the US or the EU; or (iii) those resident in Russia or Belarus;
  - (b) employees, contractors and consultants of Foundry or any of its holding or subsidiary companies;
  - (c) employees of agents or suppliers of Foundry or its holding or subsidiary companies who are professionally connected with the Prize Draw or its administration; or
  - (d) members of the immediate families of (b) and (c) above.
- In entering the Prize Draw, you confirm that you are eligible to do so and eligible to claim the Prize. Foundry may require you to provide proof of your eligibility before awarding any Prize. If you are ineligible for any reason then Foundry reserves the right to disqualify your entry and/or not award you the Prize.
- There is a limit of one entry per person. Entries on behalf of another person and entries which are automatically generated by computer will not be accepted.

- THE PRIZE

- The prize is (i) a one-year subscription for Modo 17.0 which will be subject to the terms of the End User License Agreement (“EULA”) found at [www.foundry.com/eula](http://www.foundry.com/eula), as updated from time to time, and (ii) having your Prize Drawer entry feature in Modo 18 series promotion material, (together the “Prize”). You will also be required to enter into a separate licensing related agreement with Foundry (the “Licensing Agreement”) upon winning the Prize, which includes but is not limited to you licensing the Prize Draw entry to Foundry for our re-use and where necessary editing in accordance with the Foundry brand guidelines, and for our featuring the Prize Draw entry in our Modo 18 series promotional materials. The Prize is subject to entry into the Licensing Agreement.
- The Prize is subject to availability and there is no cash alternative. Foundry reserves the right to replace the Prize with an alternative

prize of equal or greater value. The Prize is not negotiable or transferable.

- The Prize does not include any costs and expenses incurred which are incidental to the fulfilment of the Prize and shall be the responsibility of the winner(s).
- **WINNER ANNOUNCEMENT & CLAIMING THE PRIZE**
  - The winner(s) of the Prize Draw will be selected by public vote on the Foundry Modo X (@FoundryModo) account from shortlisted entries received in accordance with these terms and conditions. The shortlisting of Foundry is final and Foundry will not enter into any correspondence or discussion in relation to selection of the entries shortlisted for public vote.
  - Foundry will announce the winner(s) of the Prize Draw on [ August 12, 2024 ] via Foundry Modo X (@FoundryModo) and Foundry Modo Facebook Page (the "Announcement Date").
  - Foundry will contact the winner(s) as soon as practicable after the Announcement Date, using the social media handle provided for the Prize Draw entry.
  - Only contacts made through the social media handle above mentioned shall be considered valid.
  - The Foundry will make all reasonable efforts to contact the winner(s). If the winner cannot be contacted or is not available, or has not claimed their Prize within 15 days of the Announcement Date, Foundry reserves the right to offer the Prize to the next eligible entrant selected at random from the other entries received in accordance with these terms and conditions.
  - Please allow a reasonable number of days for delivery of the Prize after Foundry has been able to contact you. The Prize may not be claimed by a third party on your behalf.
  - Foundry does not accept any responsibility if you are not able to take up or use the Prize for any reason.
- **LIMITATION OF LIABILITY**
  - In no event shall Foundry be liable to any party, for any indirect, special, incidental, or consequential damages arising out of the loss of images and data supplied, even if Foundry has been advised of the possibility of such loss and damages.
  - To the fullest extent permitted by law, Foundry, its partners and agents will not in any circumstances be responsible or liable to compensate the winner(s) or accept any liability for any loss or

damage occurring as a result of entering into this Prize Draw or of using or taking up the Prize. Your statutory rights are not affected.

- **DATA PROTECTION AND MARKETING**

- If you are a winner of the Prize Draw, you agree that Foundry may use your name to publicly announce the winner(s) of this Prize Draw.
- Foundry shall process your personal data in accordance with all applicable data protection, privacy and electronic marketing legislation, including the UK's Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, UK GDPR, any applicable codes of practice and its [Privacy Notice](#) (as may be updated from time to time).
- By entering the Prize Draw, you agree to receive marketing emails from Foundry relating to the Foundry product(s) or event(s) linked to the Prize Draw.
- Foundry will take reasonable measures to ensure the security of entries and any related information.

- **GENERAL**

- If Foundry has any reason to believe that you have breached these terms and conditions, that your conduct is contrary to the spirit and intention of the Prize Draw or may otherwise bring the Prize Draw, Foundry or its Partner into disrepute then Foundry may, at its sole discretion, disqualify your entry or exclude you from participating in the Prize Draw or any future prize draws.
- Foundry reserves the right to void, suspend, cancel, or amend the Prize Draw where it becomes necessary to do so, in its sole discretion.
- All references to time and dates are based on Greenwich Mean Time.
- These terms and conditions constitute the complete and exclusive statement of the terms and conditions relating to the Prize Draw and supersedes any prior terms and conditions, oral or written, and any other communications relating to these terms and conditions.
- These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.