

## **SURVEY SWEEPSTAKES PRIZE DRAW (THE "PROMOTION")**

### **OFFICIAL RULES.**

#### **Eligibility:**

This Promotion is open to legal residents of the fifty United States and the District of Columbia (together "USA"), EU and EEA member states, Israel and Russia who are at least 18 years old, who are directly invited by the Cadence Design Systems, Inc. (the "Sponsor") or its affiliates to complete the Cadence Training Survey and who are logging onto the Internet from within their country of residence. Individuals who are employees, officers or directors of the Sponsor, or its affiliates and subsidiaries, and such individuals' children, parents, spouses, and members of their household are ineligible to participate. By submitting an entry form, you certify that you are eligible to enter and agree to be bound by these rules.

NO PURCHASE IS NECESSARY TO WIN. MAKING A PURCHASE OR COMPLETING THE SURVEY WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU DO NOT NEED TO COMPLETE THE SURVEY IN ORDER TO PARTICIPATE IN THE PROMOTION, BUT YOU MUST HAVE BEEN DIRECTLY INVITED BY THE SPONSOR OR ITS AFFILIATES BY EMAIL TO DO SO AND PROVIDED YOUR CONTACT DETAILS WHERE INDICATED IN THE SURVEY QUESTIONNAIRE. VOID WHERE PROHIBITED BY LAW.

#### **The Prizes:**

Two (2) prizes are available. Each prize consists of one (1) iPad mini 4 (each with an estimated retail value of \$550).

In no event can any participant in the Promotion win more than one prize each. One prize winner must be resident in the USA and the other prize winner must be resident in one of the other eligible countries referred to above. No cash alternative or substitution of prize(s) will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize is unavailable, in whole or in part, for any reason.

Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.

#### **How to Enter:**

Submit your contact details where indicated in the 'Cadence Training Survey' which links to these rules between 7<sup>th</sup> September, 2016 and 23<sup>rd</sup> September, 2016 and no later than 11:59pm Pacific Time ("Promotion Period") using the SurveyMonkey website. The Sponsor will be the official timekeeper for the purposes of this Promotion. For the purposes of the Promotion, "receipt" of an internet entry occurs when Sponsor's servers record the entry information received from the participant. Automated entries (including but not limited to entries submitted using any robot, script, macro, or other automated service) are not permitted and will be disqualified.

All winners must meet the eligibility requirements set forth in these rules in order to qualify for any of the prizes. By electing to participate in the Promotion, you represent that you meet the eligibility requirements set forth in the Official Rules. **Limit one entry per person.** The Sponsor reserves the right to disqualify anyone submitting multiple or unauthorized entries.

#### **Terms and Conditions:**

1. By submitting an entry, you fully and unconditionally agree to and accept these Official Rules. The Promotion is sponsored and administered by the Sponsor. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.
2. This Promotion is void where prohibited. All federal, state and local laws and regulations apply. Subject to any governmental approval that may be required, Sponsor reserves the right to, without prior notice and at any time, terminate the Promotion, in whole or in part, or modify the Promotion in any way, should any factor interfere with its proper conduct as contemplated by these Official Rules. The Promotion will begin on 7th September and will end on 23<sup>rd</sup> September, 2016 at 11.59 Pacific Time in San Jose, CA.
3. Selection of winner. Winners will be determined by random drawings from among all eligible entries received on or before the day of the drawing. The drawings will be held on or about 31<sup>st</sup> October, 2016 in San Jose, CA and in Munich, Germany. The winner need not be present to win.
4. The winner agrees to the use of his/her name, voice, and likeness for the purpose of advertising, trade or promotion without further compensation, unless prohibited by law. Each potential winner may be required to execute a Statement of Eligibility and Liability Release, and other applicable forms or releases required by tax authorities or the Sponsor (collectively, "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within fourteen (14) days of notification or otherwise fails to comply with these Official Rules, such potential winner may be disqualified and will not receive a prize.
5. Notification of winners. Promotion winners will be notified via email using the contact information given at the time of entry. 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 winners. If, despite reasonable efforts, a potential winner does not respond within fourteen (14) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Prize winners list may be posted at [www.cadence.com](http://www.cadence.com) subject to applicable law and the Sponsor's discretion. Prizes will be delivered by post.
6. **Odds of winning. The odds of winning any drawing will be determined by the number of eligible entries received.**
7. 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 Promotion to be disrupted or corrupted; (III) any injuries, losses or damages of any kind arising in connection with or as a result of the Promotion or from participation in the Promotion; (IV) any failure of the website during the Promotion Period, including any telephone problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of traffic congestion on the internet or at the website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material related to the Promotion, all of which may affect a person's ability to participate in the Promotion; or (V) any printing or typographical error in any material associated with the Promotion.
8. Indemnification. You agree to release and hold the Sponsoring Parties harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion, 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.

9. Disclaimer. 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 prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
10. **Arbitration Provision. Except where prohibited by law, as a condition of participating in this Promotion you agree that (I) any and all disputes and causes of action arising out of or connected with the Promotion 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; (II) the Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration; and (III) judgment upon such arbitration award may be entered in any court having jurisdiction.**
11. **Limitation of Liability. You waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering the Promotion), and you further waive all rights to have damages multiplied or increased.**
12. Authorized Account Holder. In the event of a dispute over the identity of an online entrant, the entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at the time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
13. Cadence will collect and utilize your contact information solely for the purposes of the survey (if you complete the survey) and the Promotion, and such information will be handled in accordance with Cadence's Privacy Policy, which is available at <http://www.cadence.com/pages/privacy.aspx>.
14. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
15. Choice of law. 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 Promotion, 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.