

Cool Idea! Terms and Conditions



The Proto Labs Limited (“Proto Labs”) “Cool Idea! Award Program” (“Program”) and participation therein is governed in all respects by these Terms and Conditions (“Terms”). The Program is run by Proto Labs Limited, Halesfield 8, Telford, Shropshire TF7 4QN United Kingdom. By participating in the Program, each applicant fully and unconditionally accepts and agrees to be bound by these Terms and the decisions of Proto Labs and its Program personnel (including, without limitation, decisions regarding the eligibility of applicants, applications and submissions, the selection of Program award recipients and honourable mention applicants, and the awarding of Program awards and other incentives) which are final and binding in all respects.

1. GENERALLY.

The purpose of the Program is to provide start-up support to product designers with cool ideas. Every two months during the Program, Proto Labs will evaluate applicants and their submitted parts design ideas and make Program awards to applicants who have a cool parts design idea. A Program award will be a certain amount in Euros, as specified by Proto Labs, and this credit (as further explained in Sections 6 et seq. below) may be used towards Proto Labs’ services in manufacturing prototypes and/or parts for the applicant’s idea. Additionally, from time to time during the Program, Proto Labs may also recognise certain applicants who do not receive a Program Award for an Honourable Mention in the Program. As part of an Honourable Mention, an applicant will be eligible to receive a discount, as specified below, from Proto Labs that may be used towards Proto Labs’ services in manufacturing prototypes and/or parts for the applicant. The 2015 installment of the Program has concluded and the 2016 installment of the Program will commence January 1, 2016. The foregoing is only a general description of the Program, and the Program is subject to the full Terms set forth below.

2. ELIGIBILITY.

If an applicant is an individual, the applicant must be a permanent legal resident of a European Union country, and at least eighteen (18) years old. If an applicant is other than an individual, it must be an acceptable legal entity (for example, a limited liability company, a corporation, etc.) that is organised under the laws of a European Union country and the individual registering the entity as an applicant must be a permanent legal resident of a European Union country, satisfy the anti-money laundering and other legal requirements that applicable law places on Proto Labs and be at least eighteen (18) years old, and be authorised to register the entity in the Program. This Program is void outside the European Union, and where prohibited or restricted by law. Employees, officers and directors of Proto Labs and its parents, subsidiaries, divisions, affiliates, advertising, public relations agencies, promotion agencies, and outside judges, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses and equivalents) or members of the same household (whether related or not) of each such employee, officer, director and outside judge are not eligible to apply or participate. An outside judge will not evaluate an entry submitted by an individual employed by the same organization that employs the judge. If a Program award cannot be awarded by Proto Labs to an applicant for any legitimate reason (including, without limitation, if company or other policies of the applicant’s employer precludes him/her from receiving an award), Proto Labs, in its sole discretion, may disqualify the applicant. The Program, and any website pages and advertisements relating thereto, is only valid within the European Union, and applicants must be present in the European Union at the time they register, apply and participate in the Program. If the applicant is an individual, the applicant represents and warrants that in applying to participate in the Program, submitting his Program registration and application information and otherwise participating in the Program, he is doing so as a business or as part of the operation of a business and not as a private individual or consumer.

3. PROGRAM APPLICATION PERIOD.

The Program will be conducted in six application periods throughout the calendar year. The Program application period begins every two months of a calendar year at 12:01 a.m Greenwich Mean Time (“GMT”) on the first day of the month and ends at 11:59 p.m GMT on the last day of the following month, (each a “Program Period”). See Program website for official start and end dates for each Program Period. Program applications submitted during a program period will be considered for a Program award in that Program Period only (subject to the judging period). Proto Labs has no obligation to consider a Program application submitted in one Program Period for any subsequent Program Period. Proto Labs has sole responsibility for determining if an entry has been successfully submitted during any particular Program Period.

4. HOW TO APPLY.

- a. During the Program Period, go to www.protolabs.eu/cool-idea (the “Program Website”) to the Program registration, application and submission section of the Program Website. Follow the onscreen prompts and instructions to complete and submit the Program registration form, application information and upload your Program Design Idea (as defined and described in Clause 4(b) below). In order to be considered in the Program, an eligible applicant must submit all required Program registration and application information, and the submitted Program Design Idea must meet the requirements of these Terms and any additional requirements as set forth in the Program Website (including, without limitation, submission format requirements). At the time of submission of Program materials, review the Terms as posted on the Program Website to review the then current Terms (which may include updates or changes after the initial or subsequent postings of these Terms). An applicant’s Program registration, application and Program Design Idea must be received by Proto Labs during

the Program Period. Submitting mass submissions or submissions generated by a script, macro or use of automated devices is prohibited and will result in disqualification. LIMIT: Up to a maximum of six (6) applications and related Program Design Idea submissions per calendar year per applicant; provided, however, each application and related Program Design Idea must be submitted separately by the applicant, and each Program Design Idea must be significantly different (as determined by Proto Labs in its sole discretion). By registering in the Program, an applicant consents and agrees to Proto Labs' website Conditions of Use and Privacy Policy, and to the collection, processing and transfer of Personal Data (as defined in relevant Data Protection laws) of or furnished by the applicant as set out in the Privacy Policy. Where the applicant is a company, the applicant hereby confirms that the Data Subject (as defined in relevant Data Protection laws) whose Personal Data is being so transferred or processed has consented to such transfer and processing. Normal Internet access and usage charges imposed by applicant's online service may apply.

For the purposes of such transfer, applicant—being either an individual or other than an individual including, without limitation, a company—fully understands and declares that he hereby consents, freely, unambiguously and irrevocably to the transfer at any time of all information and data provided to Proto Labs to any party, wherever located, regardless of the fact that the country where to the data shall be transferred does not provide an adequate level of protection within the meaning of the Directive 95/46 of the European Union or of any related national law.

- b. A "Program Design Idea" submission must meet the following requirements:
- I. It must be a design that can be additive manufactured, CNC machined or injection molded that Proto Labs can manufacture;
 - II. The design must be in the form of a 3D CAD model, and meet the upload requirements as set forth in the Program Website;
 - III. All submissions in the Program, including, without limitation, any textual design specifications, must be in English;
 - IV. The design must be entirely original to the applicant (an original creation is the product of one's own mind created solely by the applicant, and is NOT a copy or imitation; modifying, enhancing or altering a third party's preexisting work does not qualify as a applicant's original creation);
 - V. The design must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, patent, trade secret, copyright, trademark or other intellectual property or proprietary right, and must NOT incorporate or include anything that would require the consent of any third party for the use of the applicant's Program Design Idea pursuant to the rights granted by applicant in connection with the Program (including, without limitation, as contemplated by Clause 5(b) below);
 - VI. The design must not be the subject of any actual or threatened litigation or claim;
 - VII. The design must NOT have been previously published or have won any other award;
 - VIII. The part must NOT be covered by ITAR (International Traffic in Arms Regulations) or any similar program or be the subject of a government contract or grant; and
 - IX. The design must NOT be lewd, offensive or inappropriate.

Compliance with all requirements shall be as determined by Proto Labs in its sole discretion.

- c. Each applicant represents and warrants that the applicant's Program Design Idea submitted in the Program meets the submission requirements set forth in Clause 4(b) above. Each applicant hereby agrees to indemnify and hold Proto Labs and its parents, subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors and assigns of each of them, harmless from and against any and all claims, demands, suits, judgments, losses, costs or expenses of any kind or nature whatsoever (including reasonable legal fees) arising directly or indirectly from any breach or alleged breach of any of the warranties, representations or agreements of applicant hereunder, or from applicant's participation in the Program.
- d. Failure to submit all required information, materials and submissions in the manner required in these Terms may result in disqualification. Proof of submission will not be deemed to be proof of receipt by Proto Labs. All applicants, registrations, Program Design Ideas and other submissions in this Program are subject to verification by Proto Labs. Each applicant agrees to cooperate with Proto Labs and its representatives in connection with any and all verification activities. Any applicant, registration, Program Design Idea or other submission in this Program that does not comply with any aspect of these Terms, as determined by Proto Labs in its sole discretion, may be rejected by Proto Labs and the applicant disqualified.

5. SELECTION; NOTIFICATION; AWARD RECIPIENT OBLIGATIONS.

- a. An eligible applicant who has submitted a cool Program Design Idea, as determined by Proto Labs in its sole discretion, will be a potential Program award recipient. The criteria for selection of a Program award recipient, and the selection of Program Award recipients, will be as determined by Proto Labs and outside judges in their sole discretion. In making the determination as to a Program award recipient, Proto Labs and outside judges will also consider the relative effect of the Program award on an applicant's overall project. Program award recipients will be as determined by Proto Labs and outside judges from time to time. In reviewing a Program application, Proto Labs and outside judges will also have the opportunity to ask questions of applicants. Applicants are responsible for all of their costs and expenses related to the Program, including, without limitation, designing and submitting their Program Design Idea. A potential Program award recipient must comply with all terms and conditions of these Terms, and receipt of a Program award is contingent upon fulfilling all requirements.
- b. A potential Program award recipient will be notified in person, or by phone, letter (by postal or overnight delivery) and/or e-mail. In order to claim a Program award, the potential award recipient will be required to execute and return to Proto Labs a notarised Affidavit of Eligibility,

a Liability Release and a Publicity Release (an “Affidavit/Release”) in the form(s) provided by Proto Labs. For an applicant that is other than a natural person, the Affidavit/Release must be executed by an authorised representative of the applicant. The Affidavit/Release will contain a licence by the applicant in favour of Proto Labs and its designees to utilise the applicant’s program design idea (including, without limitation, the design itself and the memorialisations of ProtoLabs’ manufacturing process for the design) for Proto Labs’ promotional and/or information purposes in any manner or media (whether now or hereafter existing), all without further payment, notice, consideration, attribution or consent, which license will be set forth in further detail in the Affidavit/Release. The Affidavit/Release must be returned to Proto Labs by the date and/or time indicated within the Affidavit/Release. If the potential award recipient cannot be contacted within ten (10) days of the first attempt to contact the potential recipient, or if the potential recipient fails to return the Affidavit/Release within the specified time, or if the potential recipient or the potential recipient’s design or other submissions are found to be ineligible, or if the potential recipient does not comply with the Terms, then the potential recipient may be disqualified. Proto Labs is not responsible for the failure of a potential recipient to receive Proto Labs’ notification or the required documents for any reason, or for the inability of such potential recipient to return the required documents for any reason.

6. PROGRAM AWARDS.

- a. Subject to, as applicable, the terms and conditions of these Terms with regard to EU applicants, and to the terms and conditions of a similar United States program (“U.S. Program”) operated by Proto Labs, Inc. (“PLI”) with regard to United States applicants, up to an aggregate maximum total of \$250,000 USD in awards may be awarded, on a combined basis, in the 2016 installments of the Program and the U.S. Program. The number of award recipients and the amount of each award in this Program and the U.S. Program will be as determined by Proto Labs or PLI, as applicable, in its respective sole discretion. If there are no or a limited amount of applicants with acceptable Program Design Ideas in this Program, then Proto Labs, in its sole discretion, may determine not to make any awards in the Program or make a limited amount of awards. The decision of Proto Labs, as regards the recipient(s) of any award in this Program, will be conclusive and binding upon the applicants; it will not be open to review or challenge. Proto Labs is not required to provide any reasons to support its decision.
- b. A Program award consists of and is limited to a Euro amount specified by Proto Labs. A Program award may only be utilised by a recipient for Proto Labs’ Fineline additive manufacturing, Firstcut machining services and/or Protomold injection molding services in connection with the manufacturing of prototype(s) and/or parts by Proto Labs utilising the award recipient’s Program Design Idea (for example, use can be to make a prototype or manufacture short-run production parts), and related shipping and handling costs. The prototype(s) and/or parts manufactured by Proto Labs for a recipient utilising the recipient’s award must be for the recipient’s own use and cannot be resold by or at the direction of the recipient. A Program award must be fully utilised by a recipient within ninety (90) days after notice of the award is given by Proto Labs to the recipient. An award will be considered “utilised” when an order is placed by the award recipient with Proto Labs using the Program Design Idea submitted in connection with the Program. The applicant is responsible for all customs clearance and other import formalities together with all VAT, customs and other taxes, duties and charges (“Duties”). Proto Labs may withhold from the Program award such sums as are required by law, pay any Duties out of the Program award awarded to the recipient and reduce the Program award accordingly. Unused components of an award shall be forfeited and have no redeemable cash value. All uses of an award are subject to Proto Labs’ then current standard Terms and Conditions, which are currently located at www.protolabs.co.uk/quote-terms-and-conditions.
- c. Program awards are awarded “AS IS” with no warranty, representation or guarantee, express or implied, in fact or in law, made by Proto Labs or for which Proto Labs shall be liable other than the standard express warranty made by Proto Labs to its customers with respect to parts manufactured by Proto Labs, including, without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose. The products and services furnished by Proto Labs in accordance with these Terms shall comply with European Union (as applicable for applicant) product safety, manufacturing and other standards (“Standards”). Proto Labs is not required to, and does not represent, warrant or commit to comply with any other Standards. Applicant shall advise Proto Labs of the Standards applicable in the jurisdiction in which the applicant is resident and be responsible for any failure to meet such Standards. Awards are nontransferable, non-assignable, nonnegotiable, and not redeemable for cash or credit. Awards must be accepted as awarded. No award substitutions, except by Proto Labs, who reserves the right (but has no obligation) to substitute an award (or a component thereof) with another award of equal or greater value if any applicable award (or a component thereof) is not available for any reason as determined by Proto Labs in its sole discretion. Each recipient is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with an award, and its redemption, receipt and use, including, without limitation, all taxes on the award. The amount of any Program award will be inclusive of VAT and other sales and similar taxes payable on the award or on any products or services furnished by Proto Labs pursuant to a Program award. Thus, the value of products and services to be furnished to an applicant by Proto Labs pursuant to a Program award shall equal the amount of the Program award less the applicable VAT and other sales and similar taxes. If applicable, a Program award recipient will be issued an appropriate tax form for use with the tax authority of the country in which the recipient operates for the amount of the award. Award recipients waive the right to assert as a cost of receiving an award any and all costs of verification and redemption or travel to redeem the award. Non-compliance with any of the foregoing and any other condition of this Program may result in disqualification and forfeiture of award. Upon award forfeiture, no compensation will be given.

7. PROGRAM HONOURABLE MENTIONS.

- a. From time to time during the Program, Proto Labs may also recognise certain applicants who do not receive a Program Award for recognition as an Honourable Mention in the Program. The criteria for selection of a Program Honourable Mention, and the selection of Honourable Mention applicants, will be as determined by Proto Labs in its sole discretion. An applicant selected for Honourable Mention grants Proto Labs the right to use the applicant’s name, biography, likeness, hometown and state on Proto Labs’ websites (including the Program Website) for promotional purposes, worldwide, in perpetuity, and without notice, payment, attribution, consideration or consent; provided, however Proto Labs and

applicant acknowledge that the right to use or display applicant's Program Design Idea is specifically excluded from such grant for such purposes. A potential Honourable Mention applicant will be notified in person, or by phone, letter (by postal or overnight delivery) and/or e-mail.

- b. An Honourable Mention applicant will be eligible to receive a one-time discount that may be used towards a single order of Proto Labs' services in manufacturing prototypes and/or parts for the applicant for the applicant's Program Design Idea. The discount is for twenty-five percent (25%) of an order amount not to exceed €40,000 and a discount not to exceed €10,000 (e.g., if an order is made for €45,000, the maximum discount is €10,000 (25% * €40,000)). To qualify, an order must be placed within six (6) months after an applicant's notification by Proto Labs of Honourable Mention status, and the order is subject to Proto Labs' then current standard Terms and Conditions, which are currently located at www.protolabs.co.uk/quote-terms-and-conditions. The discount is subject to the applicable restrictions, limitations and conditions of a Program Award as set forth in Clause 6 (including, without limitation, use only for services utilising the applicant's Program Design Idea; no resale of prototypes or parts; warranty limitation; the discount is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit; discount must be accepted as awarded, etc.). The recipient is fully responsible for any and all applicable taxes and assessments. Acceptance and use of discount is subject to all applicable laws, rules and regulations.

8. GENERAL CONDITIONS.

Proto Labs reserves the right to require an applicant to complete, execute and deliver to Proto Labs additional documents at any time as required, in the forms provided, and within the timeframe required by Proto Labs, or the applicant may be disqualified. Proto Labs reserves the right to change or update these Terms based on its experience with the conduct of the Program and/or applicants' response to the Program. Proto Labs also reserves the right, in its sole discretion, to terminate, modify or suspend the Program at any time and in particular if, in Proto Labs' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if viruses, bugs, unauthorised intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Proto Labs' reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program, and in such event, Proto Labs reserves the right in its sole discretion (but does not have any obligation) to award an award or award(s) to a recipient or recipients based on the above Program award selection criteria from among eligible, non-suspect applications received up to the time of the suspected impairment. Any changes or updates in these Terms, or termination, modification or suspension of the Program will be as described on the Program Website without the applicant(s) being entitled to any compensation or indemnification whatsoever. At the time of submission of Program materials, review the Terms as posted on the Program Website to review the then current Terms (which may include updates or changes after the initial or subsequent postings of these Terms). Proto Labs reserves the right in its sole discretion to disqualify any applicant it finds to be tampering with the application or submission process or the operation of the Program or to be acting in violation of these Terms or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws, and, should such an attempt be made, Proto Labs reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Proto Labs' failure to enforce any term of these Terms shall not constitute a waiver of that provision or any other provision of these Terms.

9. RELEASE.

By participating in the Program, each applicant irrevocably releases Proto Labs and its parents, subsidiaries, divisions and affiliates; any and all persons and entities responsible for offering, operating, fulfilling, administering, advertising or promoting the Program or supplying any award or discount, and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the "Releasees") from and agrees to compensate the Releasees from all claims, damages, liabilities, costs or expenses (collectively, "Losses"), arising in whole or in part, directly or indirectly, from the applicant's application to and/or participation in the Program, and/or the applicant's receipt or use of any award or discount awarded in the Program. The foregoing release includes, without limitation, any and all liability, loss or damage (save for personal injury or death caused by Proto Labs' negligence and for fraud and fraudulent misrepresentation to the extent required by law) to applicant or any third party arising in whole or in part, directly or indirectly, from any award, discount or the use of any award, discount, the award, acceptance, possession, use or misuse of any award or discount, and application and participation in the Program. Each applicant further covenants not to commence proceedings against any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete release and discharge of all claims and rights of each applicant against the Releasees and no action will be taken by or on behalf of an applicant with respect to any such claims and rights, it being understood that these Terms, including this Clause 9, shall be binding upon each applicant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

10. LIMITATIONS OF LIABILITY.

Proto Labs is not responsible for: (a) incorrect or inaccurate transcription of registration, application or Program information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected applications or applications received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software, data breaches on the Internet, risks of contamination by Internet viruses; (c) the unavailability or inaccessibility of any website or service; (d) unauthorised intervention in any part of the application process or the Program; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Program or the processing of applications; or (f) any damage to property which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Program, including but not limited to applicant's computer, which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Program, or from viewing, playing, uploading or downloading any material to or from Proto Labs' website(s), regardless of whether the material was prepared by Proto Labs or a third party, and regardless of whether the material is connected to Proto Labs' website by a hypertext link.

Notwithstanding anything to the contrary, Proto Labs shall not be liable to the applicant or any third party under these Terms or otherwise whether in contract, tort (including negligence), breach of statutory duty, or otherwise under any circumstances for any

- a. special, indirect or consequential loss,
- b. loss of anticipated profit,
- c. loss of anticipated or other savings,
- d. loss of business opportunity, or
- e. loss of goodwill

suffered or incurred by the applicant or any third party under or in connection with the Program, these Terms or otherwise.

However, for the avoidance of doubt, nothing herein shall limit Proto Labs' liability for death or personal injury caused by Proto Labs' negligence, or for fraud or fraudulent misrepresentation.

11. DISPUTES.

Any and all disputes, claims, and causes of action arising out of or connected with the Program, or the Program awards and discounts, shall be resolved individually, without resort to any form of class action, and solely and exclusively in the courts of England; applicant (other than individual applicants resident in Germany) irrevocably submits to sole and exclusive (non-exclusive in relation to any of the enforcement of judgments, the protection of confidential information, the protection of intellectual property rights, and relevant laws concerning data protection) jurisdiction to the courts of England and Wales (for any such dispute. Applicant irrevocably waives any and all rights to object to such jurisdiction. Any and all claims, judgments and awards in favour of the applicant shall be limited to actual out of pocket costs incurred, but in no event legal fees. Under no circumstances will applicant be permitted to obtain awards other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of applicant or Proto Labs in connection with the Program shall be governed by, and construed in accordance with, the laws of England, without giving effect to any choice of law or conflict of law rules of provisions (whether of England or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than England.

12. GENERAL.

If any provision(s) of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, such provision(s) shall be enforced, if possible, to the maximum extent permitted by law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. These Terms may not be assigned by an applicant, directly or indirectly (whether by a sale of assets or equity, merger, reorganisation or otherwise), and any purported assignment without such approval shall be null and void. Except as expressly set out herein, these Terms constitute the entire agreement between Proto Labs and applicant and supersede all prior agreements and understandings relating to the subject matter hereof. Proto Labs and applicant confirm that they are not relying on any representation term or understanding which is not expressly set out or referred to in these Terms. The Contract (Rights of Third Parties) Act 1999 shall not apply to these Terms and no person other than Proto Labs or applicant shall have any right to enforce any term or condition hereof. These Terms will be binding upon Proto Labs and applicant and their successors and permitted assigns. No failure by Proto Labs or applicant to give notice of or seek a remedy for any violation of these Terms or to insist on strict performance hereunder shall reduce, impair or affect such Party's right to later seek such remedy or insist on such performance with respect to the same or any other violation or failure, regardless of such party's knowledge or lack of knowledge thereof.

13. PROGRAM ADMINISTRATOR.

The Program is offered and administrated by Proto Labs Limited, Halesfield 8, Telford, Shropshire TF7 4QN United Kingdom.