

NI LabVIEW Student Design Competition

Official Rules, Terms, and Conditions

National Instruments Corporation ("National Instruments") sponsors the NI LabVIEW Student Design Competition as part of National Instruments' 2011 Graphical System Design Achievement Awards in order to recognize and reward excellence and innovation in student design of applications using National Instruments' LabVIEW®.

Eligibility. To be eligible to enter this competition, a team

- (1) must be made up of one or more individuals, all of whom must be:
 - (a) 18 years of age or older on the date of entry; and
 - (b) enrolled, at any time between August 1, 2010, and July 31, 2011, as a student of an academic program of an accredited college or university that would award an associates, bachelor's, master's or doctorate degree;
- (2) must have used National Instruments' LabVIEW® in their project application; and
- (3) must author an original technical paper, including an abstract, describing such use; and
- (4) must submit all materials no later than 11:59 PM, Austin, Texas, time on June 10, 2011.

The employees of National Instruments and its subsidiaries, affiliates, advertising agencies and promotional partners and the relatives and household members of those employees are not eligible to enter.

Entry. To register for the competition, visit and follow the instructions at www.ni.com/studentdesign. By entering this competition, teams agree that entries will not be maintained in confidence and that all entries (including abstracts and papers) become the property of National Instruments and will not be returned. National Instruments is not responsible for late, damaged, incomplete, illegible, lost, delayed or misdirected entries.

Subject to applicable laws and regulations. This competition is subject to all the laws and regulations governing any applicable jurisdiction, including all United States federal, state and local laws and regulations, and the competition is void in any jurisdiction where it is prohibited or restricted by any such laws and regulations.

The Critics Vote. An anonymous panel of judges will evaluate all entries and select four finalists according to criteria that include:

- How technically challenging is the application?
- What are the benefits of the solution and are those benefits clearly articulated?
- How innovative is the solution?
- How well did the project submission follow directions outlined in the 2011 LabVIEW Student Design Submission Template?
- How thorough and detailed is the overall project submission?

The judges will make their evaluations using their own discretion and all decisions of the judges are final. Each of the four teams chosen as finalists will receive (1) two full conference passes to the NIWeek 2011 Conference and Expo, and (2) airfare and hotel accommodations (booked by and billed directly to

National Instruments). At the conference, National Instruments will announce one team receiving the grand prize of \$2,000 (USD).

The Popular vote. During the voting phase of the challenge, National Instruments will allow public voting of all the submissions in the competition in the online project library at www.ni.com/studentdesign. Vote for the entry you believe represents the best use of National Instruments' LabVIEW®. The three teams whose entries receive the most number of votes will receive prizes of \$750 (USD), \$500 (USD), and \$250(USD). In the event of any ties, winners will be selected at random. The public voting for all submissions ends at 11:59 PM, Austin, Texas, time on July 15, 2011.

Winners and finalists. National Instruments will announce winning and finalist teams on or before August 1, 2011. Every member of a winning or finalist team must sign a declaration of eligibility, prize claim form and liability and publicity releases in order for the team to redeem its prize. Every team that does not return the declaration, claim form and release are not returned to National Instruments within 30 days automatically forfeits its prize.

Prizes. All prizes are non-transferrable and National Instruments will not substitute prizes or offer cash redemptions for prizes. Teams are responsible for all taxes and duties payable on any prize and National Instruments will neither pay nor reimburse any taxes or duties payable on any prize.

Odds of winning a prize cannot be determined objectively because they depend on the quality of eligible entries received and the subjective opinion of the judges.

By entering this competition, a team (1) consents to the use of their names, pictures, voices, evaluation data, biographical data, and likenesses in National Instruments' advertising and promotional materials without additional compensation; (2) agrees that National Instruments and its subsidiaries, affiliates, advertising agencies and promotional partners are not liable for injury, loss, or damage of any kind resulting from participating in this contest or from the acceptance or use of any prize awarded; and (3) warrants that their entry is original, that no false information is given, and that no other person owns or has any rights to any element of the entry, including any copyrights in it. National Instruments will verify all declarations of eligibility, prize claim forms, and liability and publicity. National Instruments' will exercise its own discretion to interpret all contest rules and to award of the prizes and its decisions are final.

By entering and participating in the contest, every member of a team:

- (1) warrants and represents that he or she has read these official rules and terms and conditions and agrees to comply with them;
- (2) warrants and represents that he or she has read National Instruments' Terms of Use (available at www.ni.com/legal/termsofuse/unitedstates/us/) and agrees:
 - (a) to comply with them; and
 - (b) that his or her team's submission is a "Communication" under those Terms of Use;
- (3) warrants and represents that the team's submission is not and will not be subject to any restrictions or requirements on use, copying, modification, disclosure or distribution by National Instruments and its subsidiaries, affiliates, advertising agencies and promotional partners including without limitation:
 - (a) requirements that any code incorporated into, commingled with, or otherwise associated with the submission ("Associated Works") be disclosed in source code form to others,

- (b) requirements that creation of derivative works of any Associated Work be permitted,
 - (c) any other “open source code” terms, and
- (4) agrees that any terms, conditions, agreements or legends contained in the submission that conflict with or limit the provisions of clause (2) or (3) of this paragraph shall be of no effect.

BY PARTICIPATING IN THE CONTEST AND, IN THE CASE OF A WINNER, ACCEPTING THE PRIZE, EACH CONTESTANT AGREES AND ACKNOWLEDGES (A) THAT NATIONAL INSTRUMENTS AND ITS PARENTS, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND AGENCIES OF EACH (COLLECTIVELY HEREIN REFERRED TO AS THE “SPONSOR PARTIES”) SHALL HAVE NO LIABILITY WHATSOEVER, FOR ANY INJURIES OR DAMAGE INCURRED IN WHOLE OR IN PART FROM SUCH CONTESTANT’S PARTICIPATION IN THIS PROMOTION, ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, OR PRODUCT OR SERVICE OBTAINED THROUGH USE OF THE PRIZE, OR ANY MALFUNCTION OF ANY PRIZE AWARDED OR ANY SUCH PRODUCT OR SERVICE, AND (B) TO RELEASE, INDEMNIFY AND HOLD HARMLESS EACH OF THE SPONSOR PARTIES FROM ANY AND ALL DAMAGES, INJURIES, DEATH, LOSSES, CLAIMS, ACTIONS, DEMANDS, OR LIABILITIES THAT MAY ARISE OUT OF OR IN CONNECTION WITH SUCH CONTESTANT’S PARTICIPATION IN THIS CONTEST, ACCEPTANCE AND/OR USE OF ANY PRIZE OR PRODUCT OR SERVICE OBTAINED THROUGH USE OF THE PRIZE, OR ANY MISUSE OR MALFUNCTION OF ANY PRIZE AWARDED OR ANY SUCH PRODUCT OR SERVICE; REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY ANY NEGLIGENCE ON THE PART OF ANY SPONSOR PARTY (INCLUDING WITHOUT LIMITATION NATIONAL INSTRUMENTS) OR OTHERS. National Instruments makes no warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its validity, quality, merchantability, fitness for a particular purpose.

Any team or team member that provides false information, obtains entries by fraudulent means, or that National Instruments determines is otherwise in violation of these official rules and terms and conditions in an attempt to obtain any prize may, in National Instruments’ discretion, be immediately disqualified from the contest and/or prosecuted to the fullest extent of the law. Contest rules may change from time to time. NI will provide notice of any such changes at www.ni.com/studentdesign. Each team is responsible for all (if any) applicable fees, insurance, federal, state and local taxes, incidentals, and any other unspecified expenses associated with acceptance or use of any prize it might win.

National Instruments reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the contest in the event the contest is not capable of completion as planned or the administration, security, fairness, integrity or intended conduct of the contest is otherwise compromised (including without limitation infection by computer virus, bugs, tampering or technical failures of any kind). In the event National Instruments takes any of the actions discussed in the immediately preceding sentence, National Instruments will provide notice thereof at www.ni.com/studentdesign. Any and all disputes and causes of action arising out of or connected with this contest or the prize shall be resolved exclusively before the federal or state courts located in Travis County, Texas (to which each team and team member, by making a full or partial submission, and, in the case of the winner, accepting the prize, consent to personal jurisdiction). Additional restrictions may apply.

For the names of the winners, visit www.ni.com/studentdesign.