

Qualcomm® Edge AI Developer Hackathon in New York

Official Rules

PLEASE READ THE FOLLOWING OFFICIAL RULES CAREFULLY. BY CLICKING “ACCEPT”, YOU ACKNOWLEDGE THAT YOU HAVE READ, FULLY UNDERSTAND, AND UNCONDITIONALLY ACCEPT AND AGREE TO COMPLY WITH THESE OFFICIAL RULES AND ANY DECISIONS MADE BY SPONSOR, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

Capitalized and/or italicized terms used but not defined in these Official Rules will have the meaning(s) ascribed thereto in Annexure A.

1. **Introduction**. These are the terms and conditions (“**Official Rules**”) for participation in the Qualcomm® Edge AI Developer Hackathon in New York (“**Hackathon**”) sponsored by Qualcomm Technologies, Inc., a Delaware corporation with a place of business at 5775 Morehouse Drive, San Diego, California 92121 (“**Sponsor**” or “**QTI**”).
2. **Skill-based Competition**. No purchase or payment of any kind is required to enter into or win the Hackathon. The Hackathon is not a prize draw, chit scheme or lottery and it is purely a competition of skill. The Hackathon is a contest of skill that involves computer application design and development based on Qualcomm chipset platforms.
3. **Dates and Times**. All dates and times hereunder are considered under the Eastern Time Zone (“**ET**”).
 - a. **Phase 1 Submission Period**: August 11, 2025 (9:00 a.m.) – August 31, 2025 (11:59 p.m.)
 - b. **Phase 1 Judging Period**: September 1, 2025 (9:00 a.m.) – September 3, 2025 (12:00 p.m.)
 - c. **Shortlisting Announcement**: On or around September 3, 2025 (12:00 p.m.)
 - d. **Phase 2 Submission Period**: September 13, 2025 (1:00 p.m.) – September 14, 2025 (1:00 p.m.)
 - e. **Phase 2 Judging Period**: September 14, 2025 (1:00 p.m. – 5:00 p.m.)
 - f. **Winner Announcement**: On or around September 14, 2025 (5:00 p.m.)
4. **Eligibility**.
 - a. The Hackathon is open to:
 - i. individuals who are residents of the United States of America, age eighteen (18) and above (“**Eligible Individuals**”); AND
 - ii. Eligible Individuals who participate as a team of three (3) to five (5) (“**Team**”)

(each Eligible Individual and Team are collectively, “**Entrant**” or “**you**”)
 - b. When a Team is entering the Hackathon, they must appoint and authorize one Eligible Individual (the “**Representative**”) to represent, act, and enter the submissions, on the

Team's behalf. By entering a submission on behalf of a Team, you represent and warrant that you are the Representative authorized to act on behalf of your Team.

- c. Each Entrant is responsible for securing any authorization or permission that may be required from his/her employer(s) in order to participate in the Hackathon. Sponsor may confirm that such authorizations have been duly obtained at any time during the Hackathon. In the event such authorizations have not been duly obtained, or a submission is found to be in violation of his/her/their employer's policies, Sponsor reserves the right to disqualify the Entrant or a Submission/Final Submission (defined hereafter) at Sponsor's sole discretion. Sponsor reserves the right to forfeit an Award (defined hereafter) if it becomes aware that the Entrant is not permitted to participate in the Hackathon and/or not authorized to grant the required license (defined in Section 8(c) below) by proper notification from his/her/their employer. Sponsor disclaims any and all liability for disputes arising between Entrants and their employers related to the Hackathon, which shall be the sole responsibility of Entrants.
- d. For clarity, it is Team's sole responsibility to ensure that its Representative and all other Eligible Individuals from the Team have reviewed, understood, and abided by his/her/their employer's policies regarding the eligibility to participate in the Hackathon. Entrants whose Representatives or submissions found to be in violation of their employer's policies will be disqualified from the Hackathon.
- e. The Hackathon is NOT open to:
 - i. Individuals who are residents of any country other than United States of America.
 - ii. Individuals who have participated in the Qualcomm ® Edge AI Developer Hackathon series in another region.
 - iii. Individuals who are affiliated with any government agencies or state-owned entities.
 - iv. Individuals who are a *Restricted Person*.
 - v. Organizations involved with the design, production, paid promotion, execution, or distribution of the Hackathon, including the Sponsor ("**Promotion Entities**").
 - vi. Employees, representatives and *agents* of such Promotion Entities, and all *members of their immediate family or household*.
 - vii. Any other individual involved with the design, production, promotion, execution, or distribution of the Hackathon, and *each member of their immediate family or household*.
 - viii. Any Judge (defined hereafter), or company or individual that employs a Judge.
 - ix. Any parent company, subsidiary, or other *affiliate* of any organization described above.
 - x. Any other individual or organization whose participation in the Hackathon would create, in the sole discretion of the Sponsor and/or Administrator, a real or apparent conflict of interest.

5. Hackathon - Phase 1.

- a. Registration. Entrants must register for the Hackathon by visiting <https://www.qualcomm.com/developer/events/edge-ai-developer-hackathon/newyork> (“**Hackathon Site**”) and follow all on-screen instructions to complete registration for Phase 1 of the Hackathon (“**Phase 1**”).
- b. Submission Requirements. By the end of the Phase 1 Submission Period (as set forth in Section 3), Representative must complete the required fields on the proposal submission page via Hackathon Site (each a “**Submission**”). Each Submission must comply with the following “**Submission Requirements**”:
 - i. What to Submit: Entrants must submit a proposal for an edge artificial intelligence (“**Edge AI**”) productivity use case application leveraging open-source software that would run natively on Sponsor’s neural processing unit. Leveraging resources from Qualcomm® AI Hub is strongly encouraged.
 - ii. New & Existing: The proposal must be either newly created by the Entrant or, if the Entrant’s proposal existed prior to the Hackathon Submission Period, must have been significantly modified to add the AI models from the Qualcomm AI Hub or other open-source platforms.
 - iii. Limitations: The proposal must be the work and/or idea solely owned by the Entrant. Each Entrant must only submit one (1) Submission; if there are duplicate or multiple Submissions, only the first Submission would be considered eligible. Entrant cannot make any changes or alterations to your Submission after it has been properly submitted on the Hackathon Site. Please double check all fields in the intake form before submitting.
- c. Judges & Criteria. At the end of Phase 1, all eligible Submissions will be evaluated by a panel of judges selected by Sponsor (the “**Judges**”) during the Phase 1 Judging Period. Judges may be employees of Sponsor or third parties, may or may not be listed individually on the Hackathon Site, and may be subject to change before or during the Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the sponsor, based on the following criteria (the “**Judging Criteria**”). Each criterion will be scored within a scale from one (1 = poor) to five (5 = excellent), with a total maximum of twenty-five (25) points:
 - i. Applicability to Edge AI Use Case (1-5 points): Does the proposal clearly apply to Edge AI scenarios (e.g., on device inference, real-time processing, low-power, latency environments)? Is the problem or use case well-suited for Edge AI rather than cloud-based solutions?

- ii. Innovation and Creativity (1-5 points): Is the idea original or does it creatively apply existing Edge AI technology in a new way? Does it show fresh thinking in how Edge AI can be used?
- iii. Feasibility of Execution (1-5 points): Is the proposal realistic to build within the twenty-four (24)-hour timeframe? Does the scope and complexity match what's achievable in the event duration?
- iv. Potential Impact (1-5 points): Could the proposed solution solve a meaningful problem or open up new possibilities in Edge AI? Is there a clear benefit to users or society?
- v. Clarity of Proposal (1-5 points)

6. Shortlisting Announcement.

- a. Assuming a sufficient number of eligible Submissions are received, the Judges will select up to forty (40) eligible Submissions with the highest score as potential “**Shortlisted Entrants**” to advance to the onsite development phase (“**Phase 2**”).
- b. The decision of Judges and Sponsor with respect to the selection and confirmation of Shortlisted Entrants is final and binding in all respects and is not subject to challenge or appeal. If a Shortlisted Entrant is found to be ineligible, or if such Shortlisted Entrant has not complied with these Official Rules or declines to participate in any stage of the Hackathon for any reason, such Shortlisted Entrant will be disqualified, and an alternate Shortlisted Entrant with the next highest score may be selected. The final number of Shortlisted Entrant is subject to change at Sponsor’s discretion.
- c. If selected by the Judges as potential Shortlisted Entrants, each potential Shortlisted Entrant will be notified via e-mail by September 4, 2025, using the contact information provided at time of registration. Sponsor shall have no liability for any notification that is lost, intercepted or not received by the potential Shortlisted Entrant for any reason.
- d. At Sponsor’s sole discretion, each Eligible Individual of the potential Shortlisted Entrant may be required to execute and/or provide additional verification documents prior to advancing to Phase 2. If any potential Eligible Individual of the Shortlisted Entrant fails to sign and return such verification documents within five (5) business, such potential Shortlisted Entrant may be disqualified as a whole at Sponsor’s discretion and an alternate Shortlisted Entrant may be selected.
- e. Sponsor may, at its discretion, hold an optional online session (“**FAQ session**”). All confirmed Shortlisted Entrants are strongly encouraged to participate. During the FAQ session, Sponsor will provide material and/or information about Sponsor’s company, products/services, technology foresight and visions. Sponsor will also confirm the date and time, and the venue location for Phase 2 of the Hackathon.

7. Phase 2

- a. Orientation. All Shortlisted Entrants shall arrive at the Hackathon venue on time. Before Phase 2 begins, Sponsor will hold an orientation to introduce the platforms and tools that

Sponsor expects Shortlisted Entrants to use to build their application prototype for Phase 2, such as Snapdragon® X, Snapdragon® X Elite, and Snapdragon® X Series Compute Platforms (“**Platforms**”). Sponsor will also announce some housekeeping items such as the venue opening and closing times, the mechanisms, and the agenda for Phase 2. All Shortlisted Entrants must depart from the venue after the closing time per the venue rules or guidelines, but you may continue working on your application in your accommodation and may bring the Platforms with you to your accommodation, if needed. The next day, you must return to the venue by the announced time during the Orientation and bring back the Platforms to continue working on the application on site at the venue.

- b. Onsite Development. After the orientation, Shortlisted Entrants have twenty-four (24) hours to develop and build out an application prototype based on its Submission, leveraging the Platforms.
 - i. Shortlisted Entrants shall submit their final designed application prototype by the end of Phase 2 Submission Period (“**Final Submission**”). No closed-source existing code is permitted; code must be open for consumption and use by all participants.
 - ii. If any modification or deviation are necessary from your submitted proposal while developing the application prototype, you must first notify Sponsor or its authorized representative and obtain its written consent before implementation. Any modification or deviation from your Submission without Sponsor’s prior written consent may result in disqualification or forfeiture from this Hackathon.
 - iii. By advancing to Phase 2, Sponsor may at its sole discretion, and subject to your execution or acceptance of all applicable license agreements or other terms of use as determined by Sponsor, (i) provide you access to QTI Products (defined hereafter), which may be available at certain locations designated by Sponsor (“**Facilities**”) or through remote access designated by Sponsor or its authorized representatives; (ii) provide certain assistance which may be provided in the form of access to hardware support, as described herein, to facilitate development of the proposal into a working prototype for the Final Submission. The term of such access to QTI Products may be continued through the last day of the Hackathon as published on the Hackathon Site, although Sponsor may designate a shorter or longer term of use for any particular Sponsor Products at its sole discretion.
 - iv. You acknowledge and agree that all use of QTI Products and access to Facilities shall be limited solely for the purpose of developing the working prototype for the Final Submission, unless otherwise specifically permitted by Sponsor. You further acknowledge that there may be other Shortlisted Entrants utilizing the Facilities and QTI Products during the course of the Hackathon. You shall ensure that your activities, and those of all persons under the direction or control of you, using the Facilities and QTI Products to work on the Final Submission and shall not cause any disruption to other Shortlisted Entrants in the Hackathon, especially with respect to the use of any shared or common locations and/or facilities such as meeting rooms, internet connectivity, computing, reprographic

- and telecom resources. Furthermore, you acknowledge that you shall be responsible for the payment of all taxes owed in relation to the receipt of any hardware or other benefits received pursuant to this Agreement and any other agreement entered into by you with Sponsor or its affiliates in furtherance of the activities contemplated under this Agreement, including without limitation, income, sales and use taxes, value-added tax, business tax, service tax, excise tax, consumption tax, customs duties or any similar charges or fees.
- v. To receive any QTI Products from Sponsor or its authorized representatives, you may be required to furnish and/or execute relevant documents and information required by Sponsor, including, but not limited to, (i) any requested tax documentation such as the necessary income tax withholding application, form, residency certificate, and tax code; (ii) any other information requested by Sponsor or its authorized representatives to permit Shortlisted Entrant to enter in the Hackathon or this Agreement or to facilitate any of the transactions contemplated herein. Failure to furnish or execute required document or information in time may result in disqualification from the Hackathon or termination of this Agreement, at Sponsor's sole discretion.
- c. **Onsite Demonstration.** By the end of Phase 2 Submission Period, all Shortlisted Entrants are required to demonstrate their application prototype in front of other Shortlisted Entrants and the Judges.
- d. **Judges & Criteria.** By the end of Phase 2 Submission Period, all eligible Final Submissions will be evaluated by Judges with the following criteria ("**Phase 2 Criteria**"), for a total maximum of one hundred (100) points. Judges may be employees of Sponsor or third parties, may or may not be listed individually on the Hackathon Site, and may be subject to change before or during the Phase 2 Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the sponsor.
- i. **Technical Implementation (40 points)**
Evaluation based on NPU utilization, SLM optimization, latency and performance, and energy efficiency.
 - ii. **Application Use-Case and Innovation (25 points)**
Evaluation through the lens of problem solving, creativity and uniqueness, and user experience.
 - iii. **Local Processing and Privacy (15 points)**
Evaluation based on on-device execution and privacy and security.
 - iv. **Deployment and Accessibility (10 points)**
Evaluation based on ease of installation and use.
 - v. **Presentation and Documentation (10 points)**
Evaluation based on the clarity of explanation during the presentation, and code quality and documentation.

- e. **Tie Breaking.** If two or more Submissions are tied, the tied Submission with the highest score in the first applicable criterion listed above will be considered the higher scoring Submission. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Submissions' scores on the next applicable criterion. If two or more Submissions are tied on all applicable criteria, the panel of Judges will vote on the tied Submissions.

- f. **Winner Announcement & Awards.** There will be a total of two (2) winning teams for this Hackathon. The winner for the Top Award (described below) will be the highest score voted by Judges based on Phase 2 Criteria, and the other winner of Popularization Award (described below) will be voted by all Shortlisted Entrants after listening to each other's onsite demonstration of the respective Final Submissions. Limitation: both winners cannot be the same Entrant; if the winner of Team's Choice Award turns out to be the same Entrant as the one voted by Judges, then the Team's Choice Award winner shall go to the second highest score voted by Judges based on Phase 2 Criteria. On or around 5 p.m. ET pm September 14, 2025, both winners will be announced on-site, with Awards (defined below) being awarded on site, as follows:
 - i. **Top Award (selected from Judges):** One (1) Meta Quest 3 512GB All-in-One Mixed-Reality Headset for each Eligible Individual in the Team (MSRP: \$500 USD);
 - ii. **Team's Choice Award (voted by all Shortlisted Entrants):** One (1) Meta Ray-Ban AI glasses for each Eligible Individual of the Team (MSRP: \$396 USD);

(collectively, "**Awards**"). AWARDS ARE AWARDED AS IS. The Manufacturer's Suggested Retail Price ("**MSRP**") stated herein are what the Awards will be sold as or are currently known to be sold for at the time the Official Rules were published and are subject to change. If an Award value is lower than the stated value at time of award, the difference will not be awarded. Awards do not include Wi-Fi data or service, which are the winners' sole responsibility. Winners will be responsible for all sales and income taxes on the Awards. No substitution for Awards, except Sponsor reserves the right, in its sole discretion, to substitute Awards with a different Award of comparable value. Awards are not transferable or redeemable in cash, except at the sole discretion of the Sponsor. Winners are not recipient of Awards until Winners have been verified and/or notified by Sponsor on site. Sponsor does not make, nor is in any manner responsible for, any warranty, representation, expressed or implied, in fact or in law, relative to the quality, conditions or fitness of any aspects of Awards except the Award is subject to its manufacturer's standard warranty, if any. Sponsor, at its sole discretion, may disqualify a potential winner if awarding an Award to the potential winner would create a real or apparent conflict of interest.

8. Intellectual Property.

- a. **“Intellectual Property Rights”**, as used herein, shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in know-how and trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- b. **Ownership.** All Intellectual Property Rights in the Submissions and Final Submissions, including any records, reports, documents, drawings, designs, photos, videos, portraits, graphics, logos, typographical arrangements, information, studies, object and source code, flow charts, diagrams, sketches, samples, prototypes, slides, rough work, clipart, proofs, manuscript, concept notes, ideas, strategy, algorithms, software, hardware, code, developments, outputs, results, technology or other materials arising out of or in connection with the Entrants’ participation in the Hackathon in whatever form (collectively, **“Entrant Materials”**) shall vest solely with the Entrants, except for the Intellectual Property Rights that are originally owned by Sponsor, its affiliates, or third parties other than the Entrant.
- c. **License of Entrant Materials.** By registering for the Hackathon, each Entrant hereby agrees to license all Entrant Materials under the MIT license located at <https://opensource.org/license/mit>. Entrants agree to execute any further documentation requested by Sponsor or its affiliates, contractors or agents in this regard (if any).
- d. **License of QTI Products.** Sponsor and/or its affiliates may from time to time and subject to execution of appropriate license agreements, provide Entrants a limited, restricted, non-exclusive, non-sublicensable, non-transferable, royalty free, revocable license to access or use certain software, hardware and/or infrastructure that is proprietary to Sponsor and/or its affiliates (collectively, **“QTI Products”**) for the duration of Entrants’ participation in the Hackathon solely for use in connection with development of the proposal for Submission and/or Final Submission (**“Purpose”**). Each Entrant acknowledges that access to and use of such QTI Products will be subject to applicable licensing terms and separate license agreements prescribed by the relevant licensing entity, and all use of QTI Products shall solely be for the Purpose. All rights, title and interests, including Intellectual Property Rights, in the QTI Products shall vest solely with Sponsor and/or its affiliates. Sponsor or the relevant licensors may at any time revoke the license without any further liability to the Entrant or any other party. For the avoidance of doubt, any use of QTI Products after termination or expiration of this Agreement, including as part of any outputs or results of the Submission or Final Submission, commercially or otherwise, shall be subject to separate agreements entered into with Sponsor or the relevant licensors or providers.
- e. **Exploitation of Ideas and Releases.** Each Entrant understands and acknowledges that:
 - (i) **“Qualcomm entities”**, including Sponsor and its affiliates, have wide access to ideas,

concepts, prototypes, products, code, know-how, trade secrets, plans, designs and construction information, processes and flowcharts, formulas, manufacturing, techniques, discoveries, inventions, product specifications, machinery, drawings, photographs, computer source codes, equipment, devices, tools and apparatus and any other engineering or other technical information, and other materials, and the same are constantly being submitted to it or being developed by its employees/personnel; (ii) many ideas, concepts, strategies may be competitive with, similar to, or identical to content in the Submission or Final Submission, any prototypes or Entrant materials and/or each other in theme, idea, workflow, concept, design, format, or other respects; (iii) the Entrant will not be entitled to any compensation as a result of Qualcomm entities', including Sponsor or its affiliates' use of any such similar or identical material that has or may come to Sponsor, or any of them, from other sources. Except where prohibited by applicable law, the Entrant acknowledges and agrees that Qualcomm entities, including Sponsor or any of the Released Parties (defined hereafter) do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Entrant's Intellectual Property Rights in and to the Entrant Materials. The Entrant acknowledges that, with respect to any claim of the Entrant relating to or arising out of Qualcomm entities', including Sponsor's actual or alleged exploitation or use of any Entrant Material submitted, created or arising in connection with the Hackathon, the damage, if any, thereby caused to the Entrant will not be irreparable or otherwise sufficient to entitle the Entrant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on the Entrant material, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

- f. **Restriction on Use of Sponsor Marks.** Without the express prior written consent of Sponsor, Entrants shall not make use of any trademark, trade name, brands, logos or other identifying or associated marks of Sponsor or its affiliates, or publicize or disclose the existence or terms of this Agreement to any third party by any method including but not limited to any news release, advertisement, publicity or promotional material.
9. Warranties and Representations. By registering the Hackathon, you represent and warrant that:
- a. you have reached the age of the majority of the country where the Hackathon occurs and have the full authority and capacity to enter into this Agreement;
 - b. you are under no contractual obligation or other restriction which is inconsistent with or in conflict with your required performance of your obligations under this Agreement or which will interfere with the execution of Submission and/or implementation for Final Submission, and Participant shall not take on any assignments or engage in any activities which is likely to cause a conflict of interest in relation thereto;
 - c. you are not (by virtue of any of your acts and omissions), create any circumstances, obligations or expectations which a third party may use as a basis to make or hold Sponsor or its affiliates liable for any claims relating to, or arising from, (i) your participation in the Hackathon; (ii) your use of the Facilities or QTI Products; or (iii) your

use of any products and/or services in connection with the Hackathon that are not provided by Sponsor or its affiliates;

- d. you agree to be fully responsible for any damage, loss or liability caused as a result of any of your acts or omissions in connection with the Hackathon, including due to any negligence. Upon request from Sponsor or its affiliates, you agree to replace, repair or pay for any damaged or lost equipment, components/parts or other QTI Products supplied by Sponsor or its authorized representatives;
- e. you agree to be in full compliance of (i) all applicable domestic and international laws and regulations; (ii) Sponsor's policies and procedures provided or made available to you, including without limitation those relating to codes of conduct, ethical behavior, Internet connectivity, security, export control, and the protection and use of intellectual property. Sponsor shall be entitled to require replacement or removal of any person from Facilities for any reason at its sole discretion, including without limitation, misconduct or violation of policies or procedures; and (iii) all applicable terms of use and license terms and conditions applicable to QTI Products. Such use of QTI Products may be required to be undertaken solely within the presence of certain designated Sponsor personnel, at Sponsor or its affiliates' discretion;
- f. except for QTI Products, all Entrant Materials are the original works created solely by Entrant or have been properly licensed from the rights owner(s), and not violating or infringing any third party rights, including without limitation, third party Intellectual Property Rights;
- g. in the event any Entrant Materials rely on, incorporate or otherwise uses any third party material, including music, trademarks, logos, or any copyrighted material, the Entrant shall disclose all details regarding such third party materials to Sponsor at the time of submission and shall ensure it has obtained all of the rights, licenses, permissions and releases in writing from any such third party for use of the material in connection with the Entrant Materials and for the purposes of the Hackathon;
- h. the Entrant Materials shall conform to these Official Rules and all criteria and guidelines prescribed or otherwise promulgated by or on behalf of Sponsor;
- i. Sponsor will not be required to pay or incur any sums to any person or entity in connection with the Entrant Materials;
- j. the Entrant Materials do not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Sponsor, its affiliates, or any other individuals and/or entities;
- k. Entrant Materials do not contain pornographic or obscene content, hateful content of any kind, content which promotes violence or harm to another living creature, or any other offensive or inappropriate content;
- l. the Entrant Materials do not include threats of any kind or any content that may intimidate, harass, or bully anyone; and
- m. the Entrant Materials do not contain any viruses, Trojan horses, worms, spyware or other disabling devices or harmful or malicious code.

10. Publicity Release. Entrants agree that Sponsor and its affiliates, contractors and agents shall have the right to promote Entrant Materials but without obligations to do so, and use of the name,

location, photograph, graphic, logo, likeness, voice and image of all individuals contributing to Entrant Materials, in any materials promoting or publicizing the Hackathon and its results, during the Hackathon and for three (3) years following the Winner Announcement, throughout the world in any and all media without additional compensation, notification, release, or permission. Sponsor may request that Entrants participate in promotional activities, case studies and/or other marketing activities in connection with the Hackathon, and Entrants agree to use their best efforts to participate in such activities and case studies and agree to comply with all applicable sponsorship and disclosure laws and regulations when participating in any of such activities. Entrants irrevocably consent to and authorize Sponsor and its agents to film, videotape, digitally record and/or photograph Entrants in connection with the Hackathon (the “**Recordings**”). Sponsor and its agents may edit and/or include Recordings, in its sole discretion, in one or more visual, audio and/or audio-visual programs or programming segments prepared by or on behalf of Sponsor and/or its affiliates (“**Programming**”) and to use, reproduce, distribute, exhibit, perform and otherwise exploit any Recordings and/or any and all portions of Recordings in any and all media whether now known or hereinafter devised throughout the world, in perpetuity and for any purpose or use whatsoever as designated by Sponsor and/or its affiliates. Entrants understand and agrees that Entrants shall not be entitled to any compensation with respect to the Recordings or the any Programming. Entrants hereby expressly waive and release each of the Sponsor, its affiliates, agents and authorized representatives, and each of its employees, successors, assigns, licensors and licensees from and against any and all claims which Entrants may have relating to invasion of privacy (including personal data), publicity, defamation, infringement of copyright (including moral rights) or any other claim or cause of action arising out of (a) the production, use, distribution, exhibition, advertising, promotion or other exploitation of any Programming, and (b) any and all portions of the Recordings, whether or not included in any Programming.

11. Disclaimer. Sponsor may, at its discretion, provide consultation or advice to you in connection with the development of the working prototype or otherwise in relation to the Hackathon. You acknowledge that Sponsor does not guarantee that access to such personnel will be given and Sponsor makes no assurances that any such granted access will continue or that specific personnel will be made available to you. You further acknowledge that any advice or consultation provided by Sponsor’s personnel is for informational purposes only and does not and will not ensure any specific result in the Hackathon. Any and all Facilities, QTI Products, and advice and consultation related to the Hackathon provided by Sponsor or its affiliates, agents or authorized representatives (collectively, “**QTI Deliverables**”) are provided solely on a non-exclusive basis to you. You acknowledge and agree that Sponsor or its authorized representatives may simultaneously provide the same or equivalent QTI Deliverables to others, including to other Entrants involved in this Hackathon. ALL QTI DELIVERABLES ARE PROVIDED ON AN “AS-IS” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. YOU ACKNOWLEDGE THAT SPONSOR DOES NOT IN ANY MANNER REPRESENT, WARRANT OR GUARANTEE THAT ANY OF THE QTI DELIVERABLES ARE ERROR-FREE OR WILL CONTRIBUTE TO THE GROWTH OR SUCCESS OF THE BUSINESS OF YOU IN ANY MANNER OR RESULT IN ANY ASSURED OUTPUTS FOR THE FINAL SUBMISSION. IN ADDITION, YOU AGREE AND ACKNOWLEDGE THAT IT IS ONLY PERMITTED TO ACCESS AND USE THE FACILITIES FOR A LIMITED PERIOD OF TIME

AS QTI DESIGNATES TO FACILITATE THE FINAL SUBMISSION, AND SUCH ACCESS DOES NOT IN ANY MANNER CREATE, INDICATE, GRANT, VEST OR PROVIDE ANY RIGHTS OR INTERESTS, INCLUDING ANY RIGHT OF ACCESS OR CONTINUED USE, WITH RESPECT TO ANY OF SUCH FACILITIES, INCLUDING THE CREATION OF ANY TENANCY OR ANY OTHER FORM OF PROPERTY RIGHT.

12. Liability Release. Each Entrant agrees that, to the maximum extent permitted by applicable laws, officers, directors, and employees of Sponsor or its parent, subsidiary, and affiliated companies, and each of their respective officers, directors, employees or contractors involved in the Hackathon (collectively “**Released Parties**”): (i) shall not be responsible for or liable for, and are hereby released from any and all costs, injuries, losses or damages of any kind in connection with the Hackathon or otherwise, including without limitation, death and/or bodily injury, due in whole or in part, directly or indirectly, incurred, sustained, arising out of or in connection with the participation in or travel to and from the Hackathon or any Hackathon-related and/or post-Hackathon activity; or from Entrants’ acceptance, receipt, possession and/or use or misuse of any QTI Products, Platforms, Awards, or other item of value from the Released Parties; (ii) assume no responsibility for any damage to any Entrant’s, or any other person’s, computer system which is occasioned by any websites, platforms, tools, or resources associated with Sponsor and/or its affiliates, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature; (iii) are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen Entrant Material; (iii) are not responsible for lost, inaccessible or unavailable networks, servers, Satellites, Internet service providers, websites, or other connection; (iv) are not responsible for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; (v) are not responsible for any technical malfunctions, failures, difficulties or other errors of any kind or nature; (vi) are not responsible for the incorrect or inaccurate capture of information, or the failure to capture any information. For purposes of these Official Rules, receipt of Submissions/Final Submissions occurs when Sponsor or its affiliates’ website servers successfully receive the uploaded Submission/Final Submission in accordance with guidelines provided in these Official Rules; and (vii) SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, HOWSOEVER CAUSED, ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Under no circumstances shall the total aggregate liability of Sponsor and its affiliates under this Agreement, whether based in contract, tort, strict liability or upon any other theory of liability, exceed the amount of USD one hundred (\$100.00) dollars. Without prejudice to the foregoing, in no event shall the Released Parties be responsible for any Entrant Materials provided by the Entrant, which shall be the sole responsibility of the Entrant.
13. Indemnification. Notwithstanding the review by Sponsor or any affiliates or the Judges of any Entrant Materials, and to the maximum extent permitted by applicable laws, Entrants understand and agree to bear sole liability and responsibility for the content of Entrant Material and agree to

indemnify, hold harmless, and defend the Released Parties for any damages and/or costs (including attorney's fees) arising from or related to: (i) any breach or alleged breach by Entrant of this Agreement, including any obligation, covenant, representation or warranty; (ii) any non-compliance with or violation of applicable laws or regulations related to its participation in the Hackathon; (iii) any negligence, recklessness, acts, omissions or misconduct of Entrant related to its participation in the Hackathon; (iv) death or personal injury or property damage arising out of acts or omissions of Entrant related to the Hackathon; and/or (v) a third party's claim or demand relating to the content or any component of Entrant Materials, including, but not limited to, a claim of infringement by such Entrant Material, of a third party's intellectual property rights or privacy rights.

14. Personal Data and Privacy. By registering the Hackathon, each Entrant agrees and consents to Sponsor and its affiliates, contractors, agents and/or assigns collecting, using, and sharing the personal information submitted by the Entrant, including name, address and contact information, for the purposes of the Hackathon, including administering and conducting the Hackathon and related promotions. Entrants agree to be contacted using the contact information provided. Personal data collected by Sponsor and/or its contractors/agents will be handled in accordance with the privacy policy available on <https://www.qualcomm.com/site/privacy>. Sponsor or its affiliates, contractors, agents and/or assigns will not be responsible or liable in any manner whatsoever for any acts or omissions or any related obligations or liabilities of any third party in relation to any data or information of any Entrants.

15. Modification; Disqualification; Termination.

- a. To the extent permitted by applicable law, Sponsor reserves the right to modify, extend, suspend, or terminate the Hackathon at any time for any reason or no reason, by giving Entrant prior written notice thereof.
- b. Sponsor reserves the right to disqualify any Entrant at any time during the Hackathon, who, at Sponsor's sole discretion, has been determined to have violated the spirit of the Hackathon or breached any terms hereof, including without limitation, if Entrant shows no material progress or materially deviates from its original Submission without Sponsor's explicit written consent; tampering with the submission process or the operation of the Hackathon, the Hackathon Site, or the Platforms; acting in violation of these Official Rules; acting in an unsportsman-like or disruptive manner; acting with the intent to disrupt or undermine the legitimate operation of the Hackathon; or acting with the intent or outcome to annoy, abuse, threaten or harass any other person, and that Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Each Entrant hereby acknowledges that it shall have no right to object to any decision of disqualification taken by Sponsor, which shall be final and binding.
- c. In the event that Entrant is in breach or alleged breach of its obligations under this Agreement, Entrant (including all Eligible Individuals in a Team) may be disqualified, at Sponsor's sole discretion, and this Agreement may be terminated immediately as of provision of notice from Sponsor through its representative(s).

- d. In the event of any termination of this Agreement or disqualification from the Hackathon, Entrant shall (i) immediately cease use and possession of all QTI Products. In such case, Entrant shall first delete or uninstall all QTI Products permanently (including any documentation, binaries, source codes), and return all QTI Products to Sponsor or its authorized representative on site or through shipment within five (5) days; and (ii) promptly remove its equipment and other materials from the Facilities or Hackathon venue, and shall have no further right to access or enter the Facilities or Hackathon venue without Sponsor's explicit consent.
 - e. All terms and conditions of this Agreement which, by their nature or express terms, are intended to survive expiration or termination of this Agreement shall so survive (including, without limitation, terms relating to the protection of Intellectual Property Rights, representations and warranties, and any provisions relating to the interpretation or enforcement of the terms of this Agreement).
16. Compliance with Laws. Entrants shall at all times comply with all applicable domestic and international laws in connection with their participation in the Hackathon, including but not limited to applicable domestic and international anti-corruption and record-keeping laws and regulations, such as the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act, and not directly or indirectly, offer, pay, promise make, offer, authorize, or promise any payments or contribution of money, gifts, business courtesies, hospitality or anything of value to any person for the purpose of influencing any official act or decision of such person in their official capacity, inducing such person to perform or omit any act in violation of their lawful duty, improperly obtain or retain business, securing any improper advantage, pay for improper advantage already secured, or inducing such person to use their influence to affect or influence any act or decision of any foreign or domestic government official or employee, government instrumentality, political party, political official, candidate for political office, member of a royal family, or any officer or employee of a public international organization. The Entrant will strictly comply with all domestic and international export control and economic sanctions laws, orders, and regulations, including but not limited to the Export Administration Regulation, 15 CFR Parts 730-774, the Foreign Assets Control Regulation, 31 CFR Parts 500-599. Subject to relevant laws, Entrant agrees to notify Sponsor of any violation of this section that has or may have occurred. If permitted access to any Sponsor or its affiliates' facilities or infrastructure or systems, Entrants shall comply with Sponsor and its affiliates' policies, regulations and codes of conduct as communicated to them from time to time. When accessing or using Sponsor and its affiliates' websites, including Hackathon Site, Entrants shall be responsible for complying with any policies or legal terms on these websites. Shortlisted Entrants shall be solely responsible for complying with any guidelines, rules, or policies provided by the venue and Sponsor disclaims any liability of Shortlisted Entrants' behavior at the venue and has the discretion to disqualify any Shortlisted Entrants from Phase 2 if Shortlisted Entrants was noncompliant with any rules or policies from the venue.

17. Confidentiality.

- a. “**Confidential Information**” means any information of a sensitive, confidential, proprietary nature or otherwise relating to Sponsor or its affiliates, including but not limited to business and/or technical information with respect to operations, business plans, products, roadmaps, strategies, developments, customers, and/or intellectual property, QTI Products, Facilities, and any information or details relating to them (whether or not recorded in documentary form or on computer disk or otherwise recorded or retained) and whether or not such information is expressly stated to be confidential, which is obtained and/or received in connection with the scope of this Agreement.
- b. Entrants acknowledge and agree that Submissions, Final Submissions, and any Entrant Material will not be treated as Confidential Information and may be made available to the public, including without limitation, posting on the Internet and social media platforms of Sponsor or its affiliates. Sponsor does not guarantee any confidentiality with respect to any Submission, Final Submission, or Entrant Material; and Entrants shall not contain any confidential information or trade secrets into the Submission, Final Submission, or Entrant Material provided to Sponsor.
- c. Entrants shall treat and retain any and all communications or information regarding the Hackathon, including but not limited to status/progress of the Hackathon, shortlists, stages of evaluation, eliminations, as completely confidential and shall not share or disclose any such information with any third party such as fellow competitors or media, on social media, or to others without the prior written consent of Sponsor. Entrants agree that any breach of confidentiality obligations may result in its disqualification from the Hackathon or other measures as determined by Sponsor.
- d. Entrants shall treat all Confidential Information as confidential, whether or not so identified, and shall not disclose, or permit the disclosure of such information without the prior written consent of Sponsor.
- e. The terms of this Agreement are in addition to the terms of any separate nondisclosure agreement in effect between Entrant and Sponsor, and in the event of any inconsistency between the terms of such agreements, those terms which are most protective of the Confidential Information shall prevail. The confidentiality obligations herein shall survive any expiration or termination of this Agreement.

18. Miscellaneous.

- a. Language Requirements. During Phase 1 and Phase 2, all Entrant Materials must be submitted in English or, if not in English, the Entrant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.
- b. Sponsor Materials. Throughout this Hackathon, Sponsor and/or its affiliates may elect (in its sole discretion and without any obligation to do so) to provide information, materials, products and/or services to Entrants on an as-is basis, solely for use in

- connection with the development of the Submission and/or Final Submission, to the specific exclusion of any other use, subject to applicable terms and conditions and execution of appropriate agreements by the Entrants.
- c. Enforcement. A person who or which is not a Party to this Agreement shall not have any right to enforce any provision of this Agreement.
 - d. No Waiver. No waiver, delay or failure by either Party in enforcing any provision of this Agreement shall prejudice or restrict the rights of such Party under this Agreement, nor shall a waiver by either Party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each Party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law.
 - e. Severability. If any provision or part-provision of these Official Rules is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Official Rules.
 - f. No Assignment. Entrant shall not assign any of its rights or obligations under this Agreement without the express prior written consent of Sponsor; any attempted assignment in violation of the foregoing shall be void. Sponsor may assign this Agreement without consent from Entrant. This Agreement shall be binding upon and inure to the benefit of Sponsor and its successors and permitted assigns.
 - g. Notice. Any notice required to be given to Entrant under this Agreement must be in writing and sent by email to the email address specified during the registration process. Any notice required to be given to Sponsor under this Agreement must be in writing and sent either by (i) prepaid registered post or courier to the Sponsor's mailing address specified below, or (ii) by email to the address specified below.

Notices to QTI:

Qualcomm Technologies, Inc.
5775 Morehouse Drive
San Diego, CA 92121
Attention: Division Counsel

with copy sent to Qualcomm Incorporated:

Qualcomm Incorporated
Attention: Qualcomm Legal Department
5775 Morehouse Drive
San Diego, CA 92121
Email: marketinglegal@qualcomm.com

- h. Governing Law and Venue. This Hackathon is governed by the laws of California, the United States of America. The competent courts at San Diego, California shall have sole and exclusive jurisdiction over any and all legal actions or claims arising out of, related to or in connection with this Hackathon and these Official Rules.

- i. No Relationship. The Entrant hereby acknowledges and agrees that the relationship between the Entrant and Sponsor (and its affiliates) is not a confidential, fiduciary, exclusive or other special relationship, and the Entrant's decision to submit a Submission, Final Submission, or any Entrant Materials in connection with this Hackathon does not place Sponsor or its affiliates in a position that is any different from the position held by members of the general public with regard to elements of the Entrant Materials, other than as set forth in these Official Rules.
- j. Force Majeure. Sponsor shall not be liable to Entrants for any delay or failure to fulfill its obligations under these Official Rules where any such delay or failure is caused due to any reason beyond the control of Sponsor. In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding Awards or continuing with the Hackathon or by any event beyond its control, including, but not limited to, fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened, explosion, nuclear, or chemical or biological contamination; or a government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control such as venue shut down (each, a "**Force Majeure**" event or occurrence), Sponsor reserves the right to suspend or terminate the Hackathon at its sole discretion.
- k. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written negotiations and agreements between the Parties with respect to the subject matter hereof. Unless otherwise provided in this Agreement, no modification or amendment of this Agreement shall be effective unless in writing duly signed by both Parties.

Annexure A – Definition

Capitalized and/or italicized terms used in these Official Rules are defined below or being defined throughout the Official Rules.

- a. A “**Restricted Person**” is defined as any legal or natural person (i) listed on a prohibited or restricted party list published by the U.S. government, including but not limited to the U.S. Department of Treasury’s “List of Specially Designated Nationals and Blocked Persons” and “Consolidated Sanctions List”, and the U.S. Department of Commerce’s Entity List, Unverified List, and Denied Persons List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (ii) located, organized or resident in a country or region against which the U.S. government has imposed comprehensive economic sanctions or an embargo; this currently includes Cuba, Iran, North Korea, Syria, and the Crimea and so-called Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, but may be amended over time; (iii) owned (50% or more in the aggregate) or controlled, directly or indirectly, by a person or entity described in (i) or (ii) herein; or (iv) otherwise the target of U.S. sanctions (collectively, “**Restricted Persons**”).
- b. “**Agents**” include individuals or organizations are acting on behalf of, and at the direction of, a Promotion Entity through a contractual or similar relationship.
- c. “**The members of Individual’s Immediate Family**” include the individual’s spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings.
- d. “**The members of an individual’s household**” include any other person that shares the same residence as the individual for at least three (3) months out of the year.
- e. An “**Affiliate**” is: (a) an organization that is under common control, sharing a common majority or controlling owner, or common management; or (b) an organization that has a substantial ownership in, or is substantially owned by the other organization.