

Qualcomm® Innovate in Taiwan Challenge 2025 - Official Rules

1. These are the official rules, terms and conditions (“**Official Rules**”) for participating in the Qualcomm Innovate in Taiwan Challenge 2025 (“**Competition**”) run by Qualcomm Technologies, Inc., a Delaware corporation with an office at 5775 Morehouse Drive, San Diego, California 92121, U.S.A. (“**QTI**”). By submitting an application to participate in the Competition, you hereby agree, on behalf of the company you represent, to each of the terms herein.
2. No purchase or payment of any kind is required to enter into or win the Competition. The Competition is not a prize draw or lottery. It is purely a competition of skill that involves product design and development using QTI’s and its affiliates’ mobile platforms and technologies.
3. The Competition is open to any company incorporated and registered in Taiwan and is subject to the other eligibility guidelines described on the Competition’s website.
4. The application phase of the Competition will begin and end on the dates published on the Competition’s website (“**Application Phase**”). During the Application Phase, applicants that meet the eligibility requirements (“**Participants**”) may apply to participate in the Competition in accordance with the entry guidelines described on the Competition’s website. Eligible applicants must complete the application form on the website, including the requested information regarding the proposed products, services and/or other ideas submitted as entries for consideration in the Competition (“**Proposals**”). To be eligible for consideration in the Competition, all Proposals must be received during the Application Phase by the deadline stated on the website.
5. From the pool of eligible Participants that complete and submit applications by the deadline, approximately ten (10) Participants and their Proposals will be selected by or on behalf of QTI (“**Shortlisted Participants**”) to participate in the next phase of the Competition for the development and incubation of such Proposals (the “**Incubation Phase**”). The Incubation Phase will begin and end on the dates published on the Competition’s website. Shortlisted Participants will be selected for the Incubation Phase by a judging panel appointed by or on behalf of QTI and based on selection criteria described on the Competition’s website.
6. During the Incubation Phase, QTI may, in its sole discretion, provide a grant to each Shortlisted Participant, in New Taiwan Dollars, up to the equivalent of Ten Thousand U.S. Dollars (US\$10,000), which grant shall be used by the Shortlisted Participant in good faith and solely for further developing its Proposal submitted for consideration during the Incubation Phase. The foregoing grant may be paid by QTI in one or more installments during the Incubation Phase, in accordance with the exchange rate as of the date of the transfer or the closest practicable date to the date of transfer. All such payments will be subject to the deduction of applicable tax. The number of Shortlisted Participants selected for the Incubation Phase and the manner and timing of funding to be provided to each will be determined by QTI in its sole discretion.
7. In addition to the grant referred to above, in the event a Shortlisted Participant files one or more complete (non-provisional) patent applications for technical advancements (either with the United States Patent and Trademark Office (USPTO), the Taiwan Intellectual Property Office (TIPO) or any other governmental authority) related to the Proposals solely during the Competition and prior to declaration of the Finalists, QTI may, in addition to the payment by QTI of any grant, and in its sole discretion, transfer to such Shortlisted Participant, in New Taiwan Dollars, an amount up to the equivalent of Two Thousand Five Hundred U.S. Dollars (US\$2,500) per patent application filed, in accordance with the exchange rates as of the date of the transfer (or the closest practicable

date to the date of transfer) and subject to deduction of applicable tax, as encouragement and recognition, and in support towards costs of filing and prosecuting such patent application. The maximum amount that QTI transfers to any Shortlisted Participant for patent prosecution of all applications filed in respect of their Proposal will not in the aggregate exceed Five Thousand U.S. Dollars (US\$5,000).

8. In connection with the Competition, certain other services may be offered to Participants by or on behalf of QTI, including mentorship, training, support, workshops, etc. All such services are offered at QTI's sole discretion, and on the dates, at the times and in the manner chosen by or on behalf of QTI. QTI does not provide any representation, warranty or other assurance that any such service will be offered or will be continued, and QTI or any party acting on its behalf may cancel, modify or discontinue any such service at any time.
9. Towards the end of or following the Incubation Period, three finalists of the Competition, including one winner and two runners-up ("**Finalists**"), will be selected by a judging panel appointed by or on behalf of QTI. Finalists are selected at the sole discretion of the judging panel. Neither QTI nor any of its affiliates provides any representation, warranty or other assurance to any Participant related to its result in the Competition or the selection of Finalists.
10. Eligibility of a Shortlisted Participant to receive any grant, incentive, award or service related to the Competition is subject to its compliance with all terms and conditions of these Official Rules and any additional agreement(s) with QTI that QTI may require such Shortlisted Participant to sign related to the Competition.
11. By entering the Competition, each Participant agrees to comply with the Web Site Terms of Use of Qualcomm Incorporated ("**Qualcomm**") (<https://www.qualcomm.com/site/privacy/terms-of-use>), which are incorporated by reference into these Official Rules. In addition, Shortlisted Participants and Finalists may be required to enter into one or more separate agreements to participate in the Incubation Phase and to receive one or more awards made available through the Competition, as required in QTI's sole discretion.
12. Any personal information that is provided by or on behalf of Participants or collected by QTI (e.g., name, job title, contact information like email, phone number and address) in connection with the Competition will be processed in accordance with the Privacy Policy (<https://www.qualcomm.com/site/privacy>) ("**Privacy Policy**") for the purpose of administering the Competition as described hereunder. By participating the Challenge, Participant expressly agrees to the use of such information by QTI Parties (as defined below) for such purpose. Participant can refer to the Privacy Policy for more information including details on how to exercise the data subject rights.
13. By entering the Competition, each Participant grants permission (by complying with required conditions under the law, e.g., relating to personal data protection, and except where prohibited by law), on its own behalf and on behalf of its employees and representatives, to QTI and its affiliates, contractors and agents (individually, a "**QTI Party**" and collectively, the "**QTI Parties**") to use such Participant's and its employees' and representatives' names and locations, logo, graphics, photographs, voices, likenesses, and result in the Competition (all at the QTI Parties' discretion) for QTI's and its affiliates' advertising, marketing or publicity (including, without limitation, Programming) in any and all media now or hereafter devised throughout the world, in perpetuity and without additional compensation, notification, release, or permission. A QTI Party may request any Participant to participate in promotional activities, case studies and/or other marketing activities regarding the Competition. Such Participant agrees to use its best efforts to participate in such activities and case studies, and agrees to comply with all applicable sponsorship and disclosure laws

and regulations when so participating. Each Participant irrevocably, on its own behalf and on behalf of its employees and representatives, consents to and authorizes the QTI Parties to film, videotape, digitally record and/or photograph the Participant and its employees and representatives in connection with the Competition (the “**Recordings**”). Any QTI Party 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 QTI 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 QTI and/or its affiliates. Participant understands and agrees that neither Participant nor any of its employees or representatives shall be entitled to any compensation with respect to the Recordings or the any Programming. Participant hereby expressly waives and releases, on its own behalf and on behalf of its employees and representatives, each QTI Party and each of its employees, successors, assigns, licensors and licensees from and against any and all claims which the releasing parties may have relating to invasion of privacy (including personal data), publicity, defamation, infringement of copyright 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. Participant represents and warrants that it has or will obtain the authority necessary to grant or otherwise perfect the permissions, releases and other rights included above on behalf of its employees and representatives.

14. By entering the Competition, each Participant represents and warrants that: (i) each Proposal submitted by Participant is an original work created solely by Participant and not obtained from any third party in any manner, and does not violate or infringe any third party rights including but not limited to third party Intellectual Property Rights; (ii) in the event the Proposal submitted by Participant relies on, incorporates or otherwise uses any third party material, including without limitation any music, videos, trademarks, logos, or any other content or material, Participant will disclose all details regarding such third party materials to QTI at the time of submission and ensure it has obtained all of the rights, licenses, permissions and releases in writing from any such third party for use of such material in connection with the Proposal and the Competition; (iii) the Proposal submitted by it conforms to these Official Rules and all criteria and guidelines prescribed by QTI; (iv) the Proposal submitted by it is not subject to any undisclosed third party agreement(s) and no additional third party consents and/or licenses are required in connection therewith; (v) neither QTI nor any of its affiliates will be required to pay or incur any sums to any person or entity in connection with the Proposal submitted by it; (vi) the Proposal submitted by it includes proof that any required permits from local authorities and other permissions have been obtained; (vii) the Proposal submitted by it does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of QTI, any of its affiliates or any other individuals and/or entities; (viii) the Proposal submitted by it does not contain pornographic or obscene content, hateful content of any kind, content which promotes violence, or any other offensive or inappropriate content; (ix) the Proposal submitted by it does not include threats of any kind or any content that may intimidate, harass, or bully anyone; and (x) the Proposal submitted by it does not violate any applicable law or post any content that would abet or constitute a criminal offence under applicable law.
15. QTI reserves the right, exercisable in its sole discretion to disqualify any Participant and end its participation in the Competition immediately upon notice and for any reason, including (without limitation) if QTI believes that such Participant has violated the spirit of the Competition, has not participated in the Competition in good faith, has misused any grant, award or incentive provided

by QTI, or has breached any terms of these Official Rules or any separate definitive agreement(s) signed by Participant in connection with the Competition, including any representation or warranty provided by such Participant hereunder or thereunder, at any time during the Competition. QTI's determination in this regard will be final, and each Participant acknowledges that it will not have any right to object to, modify or reverse any such determination.

16. To the extent permitted by applicable law, neither QTI nor any of its representatives, subsidiaries, affiliates, advertising and/or promotion agencies, legal and financial advisors, or any of their respective officers, directors, shareholders, agents, licensees, licensors or employees (collectively "**Released Parties**") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access QTI's website, for problems uploading any Proposals or downloading any Competition-related materials from QTI's website or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete Proposals or other materials. For purposes of these Official Rules, receipt of a Proposal occurs when QTI's website servers successfully receive the uploaded Proposal in accordance with the entry guidelines referred to herein and record the required and complete Proposal information.

17. Intellectual Property

- a. "**Intellectual Property Rights**", as used in these Official Rules, means patents, rights to inventions, copyrights, 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. As between each Participant and QTI, all Intellectual Property Rights in the Participant's Proposal, including all materials and information therein, that in each case were originally created and owned by Participant solely in connection with and as a result of its participation in the Competition ("**Participant Materials**") will vest solely with Participant, subject to the rights of QTI and its affiliates in and to any QTI Products (and any derivative works thereof) referenced, used or incorporated with or in, or relating to, Participant Materials.
- c. QTI and/or its affiliates may from time-to-time, and subject to execution of appropriate license agreement(s), provide any Participant with access to certain software, hardware and infrastructure of QTI ("**QTI Products**") during Participant's participation in the Competition and solely for use in development of the Proposal. Each such Participant acknowledges that access to and use of such QTI Products will be subject solely to the applicable license agreement(s) and/or terms prescribed by the relevant licensing entity, and no license to use QTI Products is granted (expressly or by implication or estoppel) by or in these Official Rules. All rights, title and interests in and to the QTI Products, including any Intellectual Property Rights therein or relating thereto, will remain vested solely with QTI, its affiliate or the relevant licensor. QTI, its affiliate or the relevant licensor may at any time revoke such license without any further liability to Participant or any third party.
- d. To the extent that any Participant Materials incorporate or rely on any QTI Products or materials created by QTI or its affiliates, agents or licensors, and to the extent any Participant

intends or desires to continue using such QTI Products after the Competition ends (or, if earlier, until the applicable license agreement agreed to during the Competition terminates or expires), the applicable Participant will enter into appropriate license arrangements with QTI or the authorized licensors of such materials to continue using such QTI Products. Any such continued licensing for use of such QTI Products or materials created by QTI or its affiliates, agents or licensors is at the sole discretion of QTI or the authorized licensors of such materials.

- e. Each Participant hereby grants to QTI and its affiliates a worldwide, fully paid up, royalty-free, non-exclusive license, under all Intellectual Property Rights that Participant owns or controls in and to its Participant Materials, and with the right to sublicense such license to contractors of QTI and its affiliates engaged to perform services related to the Competition, to use, import, modify, create derivative works of, adapt, reproduce, perform, and transmit the Participant Materials as necessary to provide support and related services to Participant related to its Proposal. Participant agrees not to exercise any moral rights contained in any Intellectual Property Rights against QTI and its affiliates.
- f. Each Participant acknowledges that: (i) QTI and its affiliates have access to ideas, concepts, strategies, 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; and (ii) ideas, concepts, strategies, etc. of QTI and its affiliates may be competitive with, similar to, or identical to content in the Proposal or relevant Participant Materials and/or each other in theme, idea, workflow, concept, design, format, or other respects. Each Participant acknowledges and agrees that Participant will not be entitled to any compensation as a result of any use by QTI or its affiliates of any such similar or identical material that has or may come to QTI, or any of its affiliates, from other sources. Except where prohibited by applicable law, each Participant acknowledges and agrees that neither Qualcomm, its affiliates (including QTI) nor any of the Released Parties will now or in the future have any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of Participant's Intellectual Property Rights in and to its Proposal or Participant Materials. Each Participant further acknowledges that, with respect to any claim of Participant relating to or arising out of Qualcomm's or any of its affiliate's (including QTI's) actual or alleged exploitation or use of any Proposal or Participant Materials submitted, created or arising in connection with the Competition, the damage, if any, thereby caused to Participant will not be irreparable or otherwise sufficient to entitle Participant 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 Participant Materials, and Participant's rights and remedies in any such event will be strictly limited to the right to recover damages, if any, in an action at law.

17. EACH PARTICIPANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF QTI, AND WARRANTS THAT PARTICIPANT IS ELIGIBLE TO PARTICIPATE IN THIS COMPETITION. EACH PARTICIPANT FURTHER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING

WITHOUT LIMITATION ANY ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE COMPETITION, INCLUDING IN CONNECTION WITH USE, ACCEPTANCE, OR MISUSE OF ANY PROPOSAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY COMPETITION RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM PARTICIPANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE COMPETITION, INCLUDING THESE OFFICIAL RULES. NOTWITHSTANDING THE REVIEW BY QTI OF ANY PROPOSAL OR PARTICIPANT MATERIALS, EACH PARTICIPANT UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY AND RESPONSIBILITY FOR THE CONTENTS OF ITS PROPOSAL AND ANY PARTICIPANT MATERIALS AND AGREES TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF ANY THIRD PARTY CLAIM OR DEMAND RELATING TO SUCH CONTENT, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

18. QTI's decisions (including the decisions of any affiliate of QTI or any judging panel or other agent appointed or selected by QTI to administer the Competition) are final and binding in all matters related to this Competition, including interpretation and application of these Official Rules (without prejudice to any claim that may be filed in accordance with these Official Rules). Potential Shortlisted Participants and potential Finalists may be contacted by QTI using the contact information provided by such Participants. QTI reserves the right, in its sole discretion, to disqualify any Participant found tampering with the entry process, its Proposal or any Participant Materials, QTI Products, or otherwise interfering with the proper administration of the Competition or violating these Official Rules and void all such Proposals.
19. QTI may cancel, modify, or suspend the Competition, or modify these Official Rules (or any portion thereof or hereof) in its sole discretion, including without limitation due to a force majeure event, without any further obligation or liability. Any modifications made to these Official Rules will be made effective when posted on the Competition website or otherwise made available to Participants, and each Participant hereby acknowledges and agrees that any such modifications will be binding on Participant.
20. Each Participant hereby acknowledges and agrees that the relationship between Participant and QTI is not a confidential, fiduciary, exclusive or other special relationship, and Participant's decision to submit a Proposal in connection with this Competition does not place QTI in a position that is any different from the position held by members of the general public with regard to elements of the Proposal, other than as set forth in these Official Rules.
21. QTI reserves the right to not select any Participant in any phase of the Competition or select a lesser number of Participants other than as set out herein at its sole discretion and judgment at each phase, including for reasons of any withdrawals or disqualifications. If any Participant withdraws from the Competition, it will, upon QTI's demand, promptly refund any grants, incentives and awards provided to it by QTI related to the Competition.
22. Each Participant will comply with all applicable laws at all times during the Competition. If a Participant is permitted access to any facilities, infrastructure or systems of QTI or its affiliates,

such Participant will comply with all applicable policies, regulations and codes of conduct of QTI and/or its affiliates as communicated to Participant from time-to-time.

23. Each Participant represents and warrants to QTI that, in connection with the transactions contemplated herein or in connection with any other transactions involving QTI, Participant, and everyone acting on its behalf, will comply with all applicable anti-corruption laws. Each Participant represents and warrants to QTI that Participant has not, and covenants and agrees that it will not, in connection with the transactions contemplated herein or in connection with any other transactions involving QTI or its affiliates, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of QTI and Participant that no payments or transfer of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business. Each Participant represents and warrants that no payment will be made to anyone for any reason on behalf of or for the benefit of QTI or its affiliates which is not pre-approved in writing by QTI or its affiliates and which is not properly and accurately recorded in Participant's books and records, including amount, purpose and recipient, all of which will be maintained with supporting documentation.
24. The Competition is governed by the laws of the State of Delaware, U.S.A., determined for this purpose without regard to any conflict of law principles that would result in the application of the laws of a different jurisdiction.

QTI, Participant and their respective affiliates will attempt to resolve all disputes, claims and controversies arising under or in connection with these Official Rules through mutual negotiation in good faith. All such disputes, claims or controversies which remain unresolved by such good faith negotiation, within thirty (30) days of either Party seeking such negotiation, will be submitted to a confidential arbitration to be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"). A single arbitrator will be selected in accordance with the ICC Rules for such arbitration. The place of such arbitration will be in San Francisco, California, U.S.A. The language of the arbitration will be English. The arbitrator's decision will be final and binding on QTI and Participant. The prevailing party in any arbitration will be entitled to recovery from the other party, all arbitration costs, attorney's fees, and other related expenses, incurred in any such proceedings. QTI and Participant agree that judgment may be entered upon such an award in any court of competent jurisdiction.

Nothing in these Official Rules precludes QTI or its affiliates from seeking and obtaining from a court of competent jurisdiction appropriate equitable relief, including without limitation, a temporary restraining order or other injunctive relief, to prevent a breach of these Official Rules or to otherwise maintain the status quo pending outcome of any arbitration proceeding.