

Qualcomm “Design in India Challenge” - Official Rules

1. These are the official rules and terms and conditions (“**Official Rules**”) for participation in the Qualcomm “Design in India Challenge” (“**Competition**”) run by **Qualcomm India Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 201, 2nd Floor, Tolstoy House, 15, Tolstoy Marg, New Delhi – 110001, India (“**QIPL**”).
2. No purchase or payment of any kind is required to enter into or win the Competition. The Competition is not a prize draw, chit scheme or lottery and it is purely a competition of skill. The Competition is a contest of skill that involves product design and development using Qualcomm chipset platforms.
3. The Competition is open to any company incorporated and registered in India and will be subject to the eligibility guidelines available in the “Eligibility Criteria” section of the Competition’s website.
4. The Competition begins on February 17, 2018 at 11:59 hours and ends on April 22, 2018 at 23:59 hours (“**Period**”). Eligible participants (“**Participants**”) may submit their applications to participate in the Competition and submit their proposals as entries (“**Proposals**”) for consideration in accordance with the entry guidelines available in the “Eligibility Criteria” and “FAQs” section.
5. During the Period, Proposals will be accepted subject to the eligibility guidelines and select Proposals will be shortlisted for the second phase, i.e., the development phase (“**Shortlisted Participants**”). The Shortlisted Participants will be selected by a judging panel appointed by QIPL.
6. QIPL intends to transfer to the Shortlisted Participants, in Indian Rupees, amounts up to equivalent of USD 10,000 (Ten Thousand United States Dollars only) in accordance with the exchange rates as of the date of the transfer, to further develop the Proposals submitted by such Shortlisted Participants in order to be considered for the development phase of the Competition, subject to execution with QIPL, of appropriate definitive agreements that set out development timelines, project goals, expected outputs, QIPL assistance, manner of further funding and other relevant terms. The number of Shortlisted Participants selected for the development phase and the manner of funding to be provided to each shall be determined at QIPL’s sole judgment and discretion.
7. In addition to the above, in the event any of the Shortlisted Participants were to file one or more patent applications (either with the United States Patent and Trademark Office (USPTO) or the India Patent Office (IPO)) in respect of the Proposals solely during the period of the Competition and prior to declaration of the Winners, QIPL may in its discretion transfer to such Shortlisted Participant, in Indian Rupees, an amount up to equivalent of USD \$2,500 (Two Thousand Five Hundred United States Dollars only) per patent application filed, in accordance with the exchange rates as of the date of the transfer, as encouragement and recognition, and in support towards costs of filing and prosecuting such patent application; provided, however, the maximum amount that QIPL shall transfer to any one Shortlisted Participant for patent prosecution of all applications filed in respect of their Proposal, shall not in the aggregate exceed USD \$5,000 (Five Thousand United States Dollars only).
8. The final winners of the Competition (“**Winners**”) shall be determined by QIPL through a panel of judges appointed by QIPL upon evaluation of the project after expiry of the development phase. For the purposes of these Official Rules, all references to Participants herein shall be deemed to include all Shortlisted Participants as well as the Winners.

9. By entering the Competition, each Participant agrees to comply with QIPL's Terms of Service (<https://www.qualcomm.com/site/terms-of-use>) and Privacy Policy (<https://www.qualcomm.com/site/privacy>), all of which are incorporated by reference into these Official Rules.
10. Any personal or sensitive information, as the case may be, that is provided by any Participant or collected by QIPL in connection with the Competition, will be retained and used in accordance with QIPL's Privacy Policy located online at <https://www.qualcomm.com/site/privacy> and in addition, as otherwise set out in these Official Rules for the purpose of administering this Competition. The Participant expressly agrees to the use of such information for such purpose.
11. By entering the Competition, each Participant represents and warrants that: (i) each Proposal submitted by the Participant shall be an original work created solely by the 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 the Participant, relies on, incorporates or otherwise uses any third party material, including music, trademarks, logos, or any copyrighted material, the Participant shall disclose all details regarding such third party materials to QIPL 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 Proposal and for the purposes of the Competition; (iii) the Proposal submitted by it conforms to these Official Rules and all criteria and guidelines prescribed by QIPL; (iv) the Proposal submitted by it is not subject to any third party agreement(s) and no third party consents and/or licenses are required in connection therewith; (v) QIPL will not 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 QIPL 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 harm to another living creature, 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.
12. QIPL reserves the right to disqualify any Participant who, in QIPL's sole discretion, has been determined to have violated the spirit of the Competition or breached any terms hereof, including a representation (scientific or otherwise) or warranty as provided under these Official Rules, at any time during the Period. Each Participant hereby acknowledges that it/he/she shall have no right to object to any decision of disqualification taken by QIPL. Potential Shortlisted Participants and potential Winners may be required to execute appropriate agreements in addition to these terms and conditions, as required in the sole discretion of the QIPL, to progress in the Competition.
13. To the extent permitted by applicable law, neither QIPL nor any of its representatives, subsidiaries, affiliates, advertising and/or promotion agencies, legal and financial advisors, and each of their respective officers, directors, shareholders, agents, licensees, licensors and 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 QIPL's website, for problems uploading any Proposals or downloading any Competition-related materials from QIPL'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 Proposal occurs when QIPL's website servers successfully receive the uploaded Proposal in accordance with the entry guidelines referred to herein and record the required Proposal information.

14. Intellectual Property

- a. All Intellectual Property Rights in the Proposals and 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 Participant's participation in the Competition in whatever form ("Participant Materials")** shall vest solely with the Participant. "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. QIPL and/or its affiliates may from time to time and subject to execution of appropriate license agreements, provide the Participant a limited, restricted, non-exclusive, non-sublicensable, non-transferable, royalty free, revocable license to access or use certain proprietary/licensed software, hardware and infrastructure ("**Qualcomm Products**") for the duration of the Participant's participation in the Competition solely for use in connection with development of the Proposal. The Participant acknowledges that access to and use of such Qualcomm Products will be subject to applicable licensing terms and separate license agreements prescribed by the relevant licensing entity. All rights, title and interests, including Intellectual Property Rights, in the Qualcomm Products shall vest solely with QIPL or its affiliates. QIPL or the relevant licensor may at any time revoke the license without any further liability to the Participant or any other party.
- c. To the extent that any Participant Materials incorporate or rely on any Qualcomm Products or materials created by QIPL or its affiliates, agents or licensors, the Participant shall enter into appropriate license arrangements with QIPL or the authorised licensors of such materials to continue using them during and/or after the termination or completion of the Competition. Any licensing for use of such Qualcomm Products or materials created by QIPL or its affiliates, agents or licensors after the termination or completion of the Competition shall be at the sole discretion of QIPL or the authorised licensors of such materials.
- d. By entering the Competition and benefiting from the opportunity and other facilities, the Participant hereby grants Qualcomm Incorporated and affiliates, a perpetual, irrevocable, worldwide, fully paid up, royalty-free, non-exclusive, unconditional and transferable license to make, use, sell, import, edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, create derivative works of, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), all or any of Intellectual Property related to the Participant Materials, the Proposal and/or the project, with or without attribution in any and all media, in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval,

consideration, or compensation to the Participant or any third party. The Participant will execute any further documentation requested by QIPL its affiliates in this regard.

- e. The Participant understands and acknowledges that: (i) Qualcomm group, including QIPL 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 Proposal, any prototypes or Participant Materials and/or each other in theme, idea, workflow, concept, design, format, or other respects; (iii) the Participant will not be entitled to any compensation as a result of Qualcomm group's, including QIPL's or its affiliates' use of any such similar or identical material that has or may come to QIPL, or any of them, from other sources. Except where prohibited by applicable law, the Participant acknowledges and agrees that Qualcomm group, including QIPL nor any of the Released Parties 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 Participant's Intellectual Property Rights in and to the Proposal or Participant Materials. The Participant acknowledges that, with respect to any claim of the Participant relating to or arising out of Qualcomm group's, including QIPL's actual or alleged exploitation or use of any Proposal or Participant Material submitted, created or arising in connection with the Competition, the damage, if any, thereby caused to the Participant will not be irreparable or otherwise sufficient to entitle the 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 the Participant Material, and the Participant'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.
15. THE PARTICIPANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF QIPL, WARRANTS THAT THE PARTICIPANT IS ELIGIBLE TO PARTICIPATE IN THIS COMPETITION, AND AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING 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 TRAVELLING TO OR FROM ANY COMPETITION - RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE PARTICIPANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE COMPETITION, INCLUDING THESE OFFICIAL RULES. NOTWITHSTANDING THE REVIEW BY QIPL OF ANY PROPOSAL OR WORKING/PARTICIPANT MATERIAL SUBMITTED BY THE PARTICIPANT, THE PARTICIPANT UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY AND RESPONSIBILITY FOR THE CONTENTS OF ITS PROPOSAL AND ANY WORKING/PARTICIPANT MATERIAL AND AGREES TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF A THIRD PARTY'S CLAIM OR DEMAND RELATING TO THE CONTENT OF THE PARTICIPANT'S PROPOSAL OR WORKING/PARTICIPANT MATERIAL INCLUDING A CLAIM OF INFRINGEMENT BY SUCH PROPOSAL OR

WORKING/PARTICIPANT MATERIAL, OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

16. QIPL's decisions (including the decisions of the judging panel appointed by QIPL) are final and binding in all matters related to this Competition, including interpretation and application of these Official Rules (without prejudice of any claim that could be filed before the Court). Potential Shortlisted Participants and potential Winners may be contacted by QIPL using the contact information provided by such Participant in its Proposal. QIPL reserves the right, in its sole discretion, to disqualify any Participant found tampering with the entry process, Proposal or QIPL Materials or otherwise interfering with the proper administration of the Competition or violating these Official Rules and void all such Proposals.
17. QIPL may cancel, modify, or suspend the Competition (or portion thereof) at its discretion, including due to a force majeure event, without any further obligation or liability.
18. The Participant hereby acknowledges and agrees that the relationship between the Participant and QIPL is not a confidential, fiduciary, exclusive or other special relationship, and the Participant's decision to submit an Proposal in connection with this Competition does not place QIPL 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.
19. QIPL reserves the right to not select any Participant in any phase 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 participation at any stage of the Competition, it shall refund the amounts provided to it by QIPL.
20. Participants shall comply with all applicable laws at all times during the Competition. If permitted access to any QIPL facilities or infrastructure or systems, Participants shall comply with QIPL policies, regulations and codes of conduct as communicated to them from time to time.
21. Participant represents and warrants to QIPL that, in connection with the transactions contemplated herein or in connection with any other transactions involving QIPL, the Participant, and everyone acting on his/her behalf, will comply with and will not violate all applicable anti-corruption laws. Participant represents and warrants to QIPL that the Participant has not, and covenants and agrees that he/she will not, in connection with the transactions contemplated herein or in connection with any other transactions involving QIPL, 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 the Parties that no payments or transfer of value shall 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. The Participant represents and warrants that no payment shall be made to anyone for any reason on behalf of or for the benefit of QIPL which is not pre-approved in writing by QIPL and which is not properly and accurately recorded in the Participant's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation.
22. This Competition is governed by the laws of the Republic of India. The competent courts at Bangalore, India shall have sole and exclusive jurisdiction over any and all legal actions or claims arising out of, related to or in connection with this Competition.