

Qualcomm “Innovate in Taiwan Challenge” - Official Rules

1. These are the official rules and terms and conditions (“**Official Rules**”) for participation in the Qualcomm “Innovate in Taiwan Challenge” (“**Competition**”) run by **Qualcomm Technologies, Inc.**, a Delaware corporation with an office at 5775 Morehouse Drive, San Diego, California 92121, U.S.A. (“**QTI**”).
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’ chipset platforms.
3. The Competition is open to any company incorporated and registered in Taiwan and will be subject to the eligibility guidelines available in the “Eligibility Criteria” section of the Competition’s website.
4. The first phase of the Competition will begin when these Rules are first published on the Competition’s website and it will end on May 31, 2019. During the first phase, 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. All first phase Proposals must be submitted by the deadline stated on the Competition’s website.
5. Proposals will be accepted during the first phase subject to the eligibility guidelines, and select Proposals will be shortlisted to participate in the second phase of the Competition, i.e., the development phase (“**Shortlisted Participants**”). The second phase is scheduled to begin on July 1, 2019 and end on December 31, 2019. The Shortlisted Participants will be selected by a judging panel appointed by QTI.
6. QTI intends to provide a grant to Shortlisted Participants, in New Taiwan Dollars, up to the equivalent of Ten Thousand U.S. Dollars (US\$10,000) in accordance with the exchange rates as of the date of the transfer and subject to deduction of applicable tax, to further develop the Proposals submitted by such Shortlisted Participants in order to be considered during the second (development) phase of the Competition. The provision of such grant is subject to Participant’s execution of the appropriate definitive agreement(s) with QTI that set out development timelines, project goals, expected outputs, QTI assistance, funding conditions and other relevant terms. The number of Shortlisted Participants selected for the development phase and the manner and timing of funding to be provided to each shall be determined by QTI in its sole judgment and discretion.
7. In addition to the above, in the event any of the Shortlisted Participants were to file 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 Winners, QTI may, in addition to the payment by QTI of any grant, and in its 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 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 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 Five Thousand U.S. Dollars (US\$5,000).

8. The final winners of the Competition (“**Winners**”) shall be determined by QTI through a panel of judges appointed by or on behalf QTI upon evaluation of the project after the development phase has ended. 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 the Web Site Terms of Use of Qualcomm Incorporated (“**Qualcomm**”) (<https://www.qualcomm.com/site/terms-of-use>) and Qualcomm’s Privacy Policy (<https://www.qualcomm.com/site/privacy>) (“**Privacy Policy**”), both 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 QTI in connection with the Competition, will be retained and used in accordance with the 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 without limitation any music, videos, trademarks, logos, or any other content or material, the Participant shall disclose all details regarding such third party materials to QTI 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 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 third party agreement(s) and no 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.
12. QTI reserves the right to disqualify any Participant who, in QTI’s sole discretion, has been determined to have violated the spirit of the Competition or breached any terms of these Official Rules, including any representation or warranty provided by Participant hereunder, at any time during the Competition. Each Participant hereby acknowledges that it/he/she shall have no right to object to any decision of disqualification taken by or on behalf of QTI. 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 QTI, to progress in the Competition.

13. 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 Proposal information.

14. **Intellectual Property**

- a. “**Intellectual Property Rights**”, as used in these Official Rules, shall mean 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 Participant and QTI, all Intellectual Property Rights in the Proposal and the Project, 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**”) shall vest solely with the 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, the 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 a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free, revocable license to access or use 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 to applicable licensing terms and separate license agreements prescribed by the relevant licensing entity. All rights, title and interests in and to the QTI Products, including any Intellectual Property Rights therein or relating thereto, shall remain vested solely with QTI, its affiliate or the relevant licensor. QTI, its affiliate or the relevant licensor may at any time revoke the license without any further liability to the Participant or any other 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 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 shall 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 shall be at the sole discretion of QTI or the authorized licensors of such materials.

- e. Participant hereby grants QTI and its affiliates, a perpetual, irrevocable, worldwide, fully paid up, royalty-free, non-exclusive, unconditional and transferable license, with the right to sublicense such license, to make, have made, sell, use, import, modify, adapt, reproduce, distribute directly and/or indirectly through multiple tiers, publish, publicly perform and publicly display in any manner now known or later developed, create derivative works of, and/or otherwise exploit for any purpose whatsoever and without any restriction of any kind, under all Intellectual Property Rights that Participant owns or controls, the Participant Materials. Participant will execute any further documentation requested by QTI or any of its affiliates as any such entity may deem necessary to give full effect to the foregoing rights.
 - f. Participant acknowledges that: (i) QTI and its affiliates have 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; and (ii) ideas, concepts, strategies may be competitive with, similar to, or identical to content in the Proposal, Project or Participant Materials and/or each other in theme, idea, workflow, concept, design, format, or other respects. 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 shall 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 the Participant's Intellectual Property Rights in and to its Proposal or Participant Materials. The Participant further acknowledges that, with respect to any claim of the 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 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. 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. PARTICIPANT FURTHER 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 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 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 QTI OF ANY PROPOSAL OR WORKING/PARTICIPANT MATERIAL SUBMITTED BY PARTICIPANT, 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 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. 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 could be filed before the Court). Potential Shortlisted Participants and potential Winners may be contacted by QTI using the contact information provided by such Participant in its Proposal. QTI reserves the right, in its sole discretion, to disqualify any Participant found tampering with the entry process, Proposal or QTI Materials or otherwise interfering with the proper administration of the Competition or violating these Official Rules and void all such Proposals.
17. 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 the Participant.
18. Each Participant hereby acknowledges and agrees that the relationship between the Participant and QTI 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 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.
19. QTI 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 QTI.
20. Each Participant shall comply with all applicable laws at all times during the Competition. If permitted access to any QTI facilities, infrastructure or systems, such Participant shall comply with QTI policies, regulations and codes of conduct as communicated to them from time-to-time.
21. Each Participant represents and warrants to QTI that, in connection with the transactions contemplated herein or in connection with any other transactions involving QTI, the Participant, and everyone acting on his/her behalf, will comply with all applicable anti-corruption laws. Each

Participant represents and warrants to QTI that the Participant has not, and covenants and agrees that it/he/she will not, in connection with the transactions contemplated herein or in connection with any other transactions involving QTI, 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. Each Participant represents and warrants that no payment shall be made to anyone for any reason on behalf of or for the benefit of QTI which is not pre-approved in writing by QTI 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. 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.

The Parties shall 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, shall 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 shall be English. The arbitrator's decision shall be final and binding on the Parties. The prevailing Party will be entitled to recovery from the other party, all arbitration costs, attorney's fees, and other related expenses, incurred in any such proceedings. The Parties agree that judgment may be entered upon such an award in any court of competent jurisdiction.

Nothing in these Official Rules shall preclude QTI 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.