

## Terms and Conditions of the DST and Texas Instruments India Innovation Challenge: Design Contest 2016

1. The Contest is held in English throughout. All relevant information, including the online registration form, is provided by TI in English. Consequently, each individual participant (“Entrants”) must be proficient in English.
2. In Semi-finals stage, prizes will be awarded and paid in INR to the Team Leader of a qualifying team in this stage. The Team Leader is obliged to make payment in the applicable amount to each member of his or her team. TI will not in any way be responsible for the division of the prizes among the members of the team.
3. In Finals stage, prizes will be awarded and paid to all the members of the team. As in the Semi-Finals stage, the Team Leader is obliged to make payment in the applicable amount to each member of his or her team. TI will not in any way be responsible for the division of the prizes among the members of the team.
4. Taxes are the sole responsibility of the teams receiving prizes. Prizes may be subject to reporting for tax and other purposes, and the applicable team-members agree to supply TI with any necessary information to effect the same and to fully cooperate in fulfilling all applicable legal requirements.
5. By submitting a project report, all teams warrant and represent that to the best of their knowledge, their report is original and does not violate or misappropriate any third party trade secret, “know-how,” copyright, patent or other intellectual property right. Entrants also warrant and represent that there are no obligations of any nature, legal or otherwise, which would prohibit, restrict, or interfere with their participation in the Contest or submission of their design report, and agree to obtain any necessary clearances, authorizations and/or approvals prior to participation.
6. The Entrants agree that no information submitted by the Entrants will be treated by TI as confidential, including without limitation any of the information set forth in Section 8. For the avoidance of doubt, some information submitted by the Entrants may be considered proprietary, such as information that may attract intellectual property rights including without limitation, copyrights, trademarks, patents, any kind of inventions, innovation or novel ideas. However, by entering this Contest, the Entrants expressly waive their right to have this proprietary information kept confidential.
7. Each team and each Entrant hereby grant DST, TI and its affiliates a non-exclusive, worldwide, perpetual, and royalty-free right and license to publish their project reports, designs and other information submitted, or any portion or modification thereof, in connection with Texas Instruments products, technical or marketing publications, advertisements or promotional activities, including without limitation TI or third party technical articles, data sheets, application notes, reference designs or internet publications. TI reserves the right to publish the designs without attribution. Except for these limited rights to publish, TI does not obtain any other ownership,

rights or licenses in any of the students', team's or University's intellectual property or confidential information.

8. DATA PROTECTION, CONSENT TO THE USE OF PERSONAL DATA: Personal data (as hereinafter defined) provided by the Entrants and the Faculty Mentor during the Contest will be used by TI, as well as by service providers (for e.g. website hosting services) engaged by TI as data processors, for the purpose of the Contest. The Entrants and all other participating parties including without limitation the Faculty Mentors, agree that any personal data, which shall mean any data identifying, without limitation, its owner, by name, NRIC number, correspondence address, email address and contact number (“Personal Data”) which is disclosed by any individual or obtained by the TI or its Contractual Partners, inclusive of their designated vendors (“Workers and Vendors”) prior to or during the course of performance of this Contest, shall be processed, maintained, disclosed or destroyed in accordance with the relevant terms of consent set out in the Contest Terms and Conditions. For the avoidance of doubt, every Entrant and individual who submits his or her data for the purpose of participating in this Contest shall be deemed to have given express consent for the processing, use, retention or disclosure of such Personal Data for the purposes set out above and in Section 7.
9. NO LICENSES UNDER ANY TECHNOLOGY, TRADE SECRETS, “KNOW-HOW”, OR ANY COPYRIGHTS, PATENTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF TI, ITS AFFILIATES OR ANY THIRD PARTY ARE GRANTED TO ENTRANTS UNDER THE CONTEST.
10. By entering the Contest, each Entrant agrees to release TI and its affiliates from and against any losses, damages, rights, claims and actions of any kind arising from (i) an exclusion or disqualification of such Entrant pursuant to these Rules; (ii) late, lost, misdirected, or unsuccessful efforts to notify winners of any prize; (iii) forfeiture of a prize and the selection of an alternate winner; (iv) late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries; (v) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures or difficulties of any kind; (vi) failed, incomplete, garbled or delayed computer transmissions; (vii) any condition caused by events beyond TI's control that may cause the Contest to be disrupted or corrupted; and (viii) any injuries, losses or damages of any kind relating to participation in this Contest.
11. TI reserves the right to cancel, terminate, modify or (temporarily) suspend this Contest where required by law or if there is an impediment to the performance of this contract due to a breach by any of the TI's contractual partners, or a delay in funding, or a force majeure event, or it becomes technically corrupted or if for any reason the Internet portion of the Contest is not capable of running as planned, including infections by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond TI's control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest. TI further reserves the right, in its sole discretion, to disqualify anyone found to have manipulated the Contest or its operation. In addition, TI at its sole discretion may



disqualify any Entrant at any stage of the Contest without being required to specify any reasons in that regard.

12. In respect of any suits, actions, proceedings, claims or disputes in relation to this MOU, the courts situated at Bangalore, India shall enjoy sole jurisdiction.

[Anchored by Indian Institute of Management Bangalore]