THE CYPRESS – ELECTROMAKER BLUETOOTH MESH DESIGN CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

<u>CONTEST DESCRIPTION</u>. The Contest begins on or about 12:01 a.m. Central Standard Time ("CST") on 5/13/2019 and ends at 11:59 P.M. CST on 8/13/2019 (the "**Promotion Period**"). By participating in the Contest, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Electropages, ("**Sponsor**"), which shall be final and binding in all respects. Not sponsored, endorsed, administered or associated with Facebook or any other social media site. The contest is sponsored by Mouser Electronics, Inc. and Cypress Semiconductor (collectively, the "**Promotion Entities**".)

<u>ELIGIBILITY</u>. The Contest is open only to persons who are (i) 18 years of age or older (or age of majority in their state) as of the date of entry, (ii) legal residents of, and physically located within, the un-excluded countries (the "**Territory**") and (iii) not owners, directors, officers, managers or employees of Sponsor and its respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant or performing services at the request of Sponsor (collectively, the "**Promotion Entities**"), nor members of their respective immediate families (spouses, parents, siblings and children) or persons living in the same households.

<u>VOID WHERE PROHIBITED BY LAW</u>. The Contest is void where prohibited or restricted by law.

ENTRY PROCESS.

The Entry should be a unique project that encompasses the BLE Mesh evaluation kit into its design. The project should include a schematic of the electrical portion of your design in .pdf format. Alternatively, CAD files may be substituted for the mechanical or electrical design portion. Include design files or links to public repository such as GitHub, a bill of materials, and the entry should be submitted using the Electromaker project upload platform at www.electromaker.io (the "Entry"). To submit the Entry, visit the website, http.www.electromaker.io (the "Website") during the Promotion Period, follow the links and instructions for Entry. Click "Submit Entry" to submit the Entry for the Contest.

Each Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, right of privacy, publicity or other intellectual property or other right of any person or entity, including the Sponsor. If an Entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of permission in a form acceptable to the Sponsor from any entrant at any time; if an entrant fails to provide the necessary releases and permissions, Sponsor will deem entrant's Entry ineligible.

All Entries must be received by Sponsor by the end of the Promotion Period. The Website's database clock will be the official timekeeper for the Contest. Limit one Entry per person.

All required information must be completed to enter and to be eligible to win. Incomplete Entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an Entry. In the event of a dispute as to the identity of an online entrant, the Entry will be deemed submitted by the "authorized account holder" of the email address used to enter the Contest at the time of Entry. "Authorized account holder" is the natural person to whom applicable e-mail address has been assigned by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the address submitted. The potential winner may be required to provide Sponsor with proof that he or she is the authorized account holder of the e-mail address associated with winning Entry. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible.

The Promotion Entities are not responsible and shall have no liability for (i) Entries from persons residing or located outside the Territory; or (ii) inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, postage-due, misdirected, delayed or late Entries, whether caused by Internet users or by any equipment or programming associated with the Contest or by any technical or human error which may occur in the delivery or processing of Entries in the Contest.

Entries will not be acknowledged or returned and become the property of Sponsor. Sponsor shall have the right to use, assign, edit, modify or dispose of any Entry however it sees fit without approval of the Entrant. Entrants who reside in the following countries are not eligible for participation: Brazil, Colombia, Russia, Portugal, Italy, Romania, Hong Kong, Singapore, North Korea, South Korea, Cuba, Thailand, Australia, Saudi Arabia, Dubai, India, Japan, Mexico, Spain, Vietnam, The Philippians.

<u>DISQUALIFICATION OF ENTRANT</u>. Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of the Website; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Should such an attempt be made, Sponsor reserves the right, in addition to the right to the right to disqualify such person, to seek damages and other remedies from any such person to the fullest extent permitted by law.

<u>SELECTION OF WINNERS</u>. The winners of the Contest will be selected by an evaluation committee (the "**Evaluation Committee**") designated by Sponsor at Sponsor's business headquarters on or about 8/16/2019 (the "**Selection Date**"), from all eligible submitted Entries received during the Promotion Period. The Evaluation Committee will evaluate all Entries and determine the winners in its sole discretion. The decision of the Evaluation Committee is final and binding in all respects. The Evaluation Committee will judge the Entries by the following criteria: originality, creativity, adherence to required guidelines, manufacturing feasibility and overall

perceived cost of the development. Patented, or otherwise developed Entries, will be disqualified. The potential prize winners will be required to sign an Affidavit of Eligibility and a Liability Release and (where legal) Publicity Release (the "**Prize Claim Documents**").

<u>PRIZES</u>. One (1) Grand Prize and Three (3) Runner-Up Prizes are available. The Grand Prize consists of the following: \$2,000 cash with an approximate retail value ("**ARV**") of \$2,000US.

Three (3) Runner-Up Prizes are available. Second and Third Runner-Up Prize includes a consumer electronic product, with an ARV of \$500 each. The Fourth Runner-Up Prize includes a cash donation to 2nd Harvest Food Bank in Winner's name, with an ARV of \$1,000. The total combined ARV of all Prizes is \$4,000.

All expenses not specified in these Official Rules are the sole responsibility of the winner. All details and other restrictions of Prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prizes are not redeemable for cash or transferable. No Prize substitutions are allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded.

NOTIFICATION OF WINNER. Sponsor will attempt to notify potential winners within 14 days of the Selection Date through the contact information on the Entry form. Sponsor is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use any Prize for any reason. Disqualification and the selection of an alternate winner will result from any of the following: (i) failure of a potential winner to execute and return the Prize Claim Documents within 14 days from the date of notification; (ii) the return of any notification of a Prize as undeliverable; (iii) the potential winner's failure to claim the Prize within 14 days after notice of delivery; or (iv) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by the winner will be forfeited.

<u>TAXES</u>. All income, sales, use, withholding and other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with acceptance and use of Prize are solely the winner's responsibility. It is the winner's responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a Prize. Winners may be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of a Prize.

<u>CONDITIONS</u>. Each entrant, by entering this Contest, agrees that: (i) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (ii) the Promotion Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND.

<u>USE OF INFORMATION</u>. By accepting a Prize, each winner consents to and gives Sponsor and any other party authorized by Sponsor the unrestricted, absolute, perpetual, worldwide right and license, but not the obligation, (i) to use a winner's name, address, photograph, likeness, voice, biographical and personal background information and statements, and without limitation, any

notes, photograph, film or video or audio tape that may be taken of the winner or of such materials (the foregoing, collectively, the "Likeness"), without further compensation, consideration, review, approval or notice to the winner or to any third party and (ii) to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations and graphics and video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, but not limited to, any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any of Sponsor's (or its designee's) advertising, publicity, trade, sweepstake or contests, activities or materials (the "**Promotional Materials**") for an unlimited number of times, except where prohibited by law.

RIGHT TO CANCEL. Sponsor reserves the right to cancel or modify the Contest (i) in the event the Contest is challenged by any legal or regulatory authority, (ii) if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Contest, as determined by Sponsor in its sole discretion, or (iii) if the Contest is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Sponsor's control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest. In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the winners will be determined solely by Sponsor in a random drawing among all eligible, non-suspect or non-disqualified entries received prior to the termination or cancellation. In such event, the Promotion Entities shall have no liability to any entrant who is disqualified due to such action.

LIMITATIONS. The Promotion Entities expressly disclaim any liability from the use of registration information by Sponsor or third parties. The Promotion Entities are not responsible for (i) interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, cellular towers or equipment, computer systems or equipment or other connections, availability or accessibility problems; (ii) failed, jumbled, delayed or misdirected computer, telephone or cable transmissions; (iii) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in the offering or announcement of any prize or in any prize notification documents; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information; (v) viruses or bugs; or (vi) problems or malfunctions of any computer system, equipment or software, the failure of e-mail on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including, injury or damage to an entrant's or to any other person's computer system or cellular phone related to or resulting from accessing the Website, downloading any materials or information necessary to participate in the Contest or participating in the Contest or accepting a Prize.

<u>AMENDMENT</u>. Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

<u>PRIVACY</u>. Entry information may be shared with Sponsor's Promotional Entities to the extent required for prize fulfillment purposes. Except as provided in these Official Rules, any entry information collected from the Contest shall be used in accordance with Sponsor's Privacy Policy, located at https://www.electropages.com/privacy-policy/. Please see https://www.electropages.com/privacy-policy/ for the Privacy Policy which addresses how Sponsor processes personal data in accordance with applicable laws including the General Data Protection Regulation (EU) 2016/679.

INDEMNITY/RELEASE. Each entrant indemnifies and holds harmless the Promotion Entities and their owners, directors, officers, managers, employees and agents from any and all liability for any damage or loss of any kind or nature to persons, including death or property, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Contest or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prizerelated activity. Each entrant releases Sponsor, the Promotion Entities and their owners, directors, officers, managers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages arising out of participation in the Contest, Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any entrant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Contest or the awarded Prizes shall be resolved individually, without resort to any form of class action. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

<u>SEVERABILITY</u>. If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

GOVERNING LAW/JURISDICTION. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE UNITED KINGDOM WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER COUNTRY'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN POOLE, DORSET, UNITED KINGDOM.

<u>WINNER'S LIST</u>. Any legally-required winners list may be obtained after 10/1/2019 and no later than 12/31/2019 by sending a self-addressed, stamped envelope to: "Electropages Ltd." Contest, c/o Electropages Ltd. 1 Winchester Place, North Street, Poole, Dorset, BH15 1NX. For a copy of

the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: CYPRESS – ELECTROMAKER BLUETOOTH MESH DESIGN Contest, c/o Electropages Ltd. 1 Winchester Place, North Street, Poole, Dorset, BH15 1NX. Requests received after the close of the Promotion Period will not be honored.

SPONSOR. Electropages Ltd. 1 Winchester Place, North Street, Poole, Dorset, BH15 1NX.

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