

Freescale Technology Forum  
Design Challenge  
(India Challenge)

Official Rules (India)

This competition is void where prohibited, taxed, or restricted by law.

Any individual or group of individuals who are residents of India at the age of 18 and over as of 14 April 2008, may enter the Freescale Technology Forum Design Challenge India ("Challenge"). Direct employees of Freescale Semiconductor, Inc. ("Freescale") or its affiliates, agents, advertising, promotion, production agencies, members of their immediate families, or those with whom they are domiciled are not eligible. In addition, anyone living in a country, province, or state where the Challenge is prohibited, taxed, or otherwise restricted under national, federal, provincial, state and local laws, rules, or regulations is ineligible. Participants who are residents of a country, state, or province that prohibits unregistered Challenges or requires Freescale to post a bond are ineligible. Freescale expressly disclaims any responsibility or liability for any person who enters when it is illegal for them to do so.

**Challenge Dates:** The Challenge begins on April 14, 2008 at 8:00 a.m. and ends 12:00 am on November 14, 2008.

April 14, 2008: Challenge registration opens

June 27, 2008: Design papers deadline

Week of July 7, 2008: Freescale will announce 10 Finalists

October 3, 2008: 10 Finalists' prototypes submit to Freescale deadline

Week of October 20, 2008: Freescale invites 5 Finalists to attend Freescale Technology Forum ("FTF") in Bangalore

Week of October 27, 2008: Freescale requests that Challenge participants and those registered for the Freescale Technology Forum India ("FTF India") vote on a 1st, 2nd and 3rd place Top Winners

November 12, 2008: 5 Finalists arrive at the FTF in Bangalore (one day prior to FTF starting) and set up demonstrations

November 14, 2008: 5 Finalists depart FTF Bangalore and return home

**General Challenge Information:**

Participants in the Challenge will compete by developing an application that is intended for use with one or a combination of Freescale product families, as described at [www.freescale.com/designchallenge](http://www.freescale.com/designchallenge) and designed for an end-customer environmentally beneficial product ("Freescale Products"). In these Official Rules, "you" refers to each individual desiring to participate in the Challenge. "Participant" refers to all persons having registered in the Challenge as a participant.

The Challenge consists of 3 rounds.

Round 1 Participants must learn about a Freescale product family or families by downloading technical documentation and completing a short quiz. Selected Round 1 Participants will be invited to participate as a Participant in Round 2 based upon getting six of the 10 questions in the quiz correct. Upon advancing to Round 2, Participants will be offered \*one complimentary hardware tool (shipping to be paid for by participant) and one version of CodeWarrior™ tool, Special Edition. Participants may opt to receive a discount on additional tools available for purchase through Freescale's store online, Buy Direct. Discounts will be defined on [www.freescale.com/designchallenge](http://www.freescale.com/designchallenge).

\*The ZigBee® product family tool is not complimentary. It is offered at a 50% discount.

\*The MPC8544 and MPC8313 product family tool is not complimentary. It is offered at a 50% discount.

\*The MC9S12XE complimentary tools are offered while supplies last.

Participants in Round 2 will have an opportunity to participate in virtual lab(s) upon availability. Participants are not required to take a virtual lab to advance to the next round.

In Round 3, Participants will submit a design paper ("Entry") using the guidelines (template) provided by Freescale ("Entry Guidelines"). The Entry Guidelines are available at [www.freescale.com/designchallenge](http://www.freescale.com/designchallenge). To enter your design in the Challenge, you must submit your original work, or if you incorporate the original work of another, you must have written permission (included with your entry) from the legal owner. Your Entry must be submitted in digital format, following Freescale's guidelines, and written in English. Entries will be accepted in hard copy format only by prior arrangement. Each entry must contain the complete documentation of the project and its operation. Complete documentation includes a detailed text description, flow charts, diagrams, and schematics.

Freescale will announce 10 Finalists the week of July 7, 2008. A "Finalist" may consist of one individual or a group of individuals that have jointly submitted an Entry. These Finalists will receive, in an amount equivalent to \$1,000 (USD) inclusive of all taxes each and by accepting this cash reward are obligated to build a prototype. If a Finalist chooses not to build a prototype, the Participant with the next highest score will be offered, in an amount equivalent to \$1,000 (USD) inclusive of all taxes, to build a prototype. Finalists must mail their prototype to Freescale Semiconductor, India Pvt L, Part 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> Floor, 302 Devaradisana Halli, Sarjapur Outer Ring Road, Varthur Hobli, Bangalore, 560037, India

The week of October 20, 2008, those registered for FTF India and the Challenge will be eligible to vote on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winner with the 1<sup>st</sup> place winning receiving, in an amount equivalent to \$10,000 (USD) inclusive of all taxes, and 2<sup>nd</sup> place winning, an amount equivalent to \$5,000 (USD) inclusive of all taxes and 3<sup>rd</sup> place winning, an amount equivalent to \$2,000 (USD) inclusive of all taxes.

#### **Who May Enter:**

Round 1: Challenge is open to all persons 18 years or older as of April 14 who are residents of India.

Round 2: Is open to Round 1 Participants who have been selected by the judges to compete in Round 2.

Round 3: Is open to Round 1 Participants who have been selected by the judges to compete in Round 2

To be eligible for consideration by the judges, your Entry must be received by Freescale at or before ends 12:00 a.m. on June 27, 2008. If your Entry is received after June 27, it will be automatically disqualified and will not be judged. Freescale does not assume any responsibility for lost, late, undelivered, illegible, or incomplete entries. Freescale reserves the right, in its sole discretion, to extend the deadlines of the Challenge to ensure the quality and integrity of the Challenge.

#### **Intellectual and Industrial Property:**

By submitting an Entry, you represent and warrant that the Entry is your own original work and that you are the owner or have obtained and currently hold valid and sufficient rights, including rights in all third-party intellectual and industrial property, to grant Freescale, its subsidiaries, affiliates, and agents the rights granted herein. You agree to be solely responsible if you submit another developer's Entry as your own. You also agree to release, indemnify, defend and hold Freescale harmless from any and all claims, liabilities and damages (including without limitation attorney's fees) related to your Entry in the Challenge, or usage of the application represented by your Entry (the "Application") by Freescale. You agree to immediately notify Freescale in the event you discover that there is any change in the ownership of the Entry as acknowledged and represented by your submission. All copies of the Entry documentation will become the property of Freescale and will not be returned to you.

By entering the Challenge, you further agree to and do hereby grant Freescale, its subsidiaries, affiliates, and agents the non-exclusive right and license to reproduce, distribute, transform, modify, display,

publicly perform, making available to the public, and demonstrate and use the Application worldwide, along with your name, in any format whatsoever whether existing or non existing at the time of the submission of the Entry (including but not limited to paper, electronic etc.) and by any means (including but not limited to live performance, internet or any system or network of any nature whatsoever), for any purpose in connection with this Challenge (whether commercially or for promotional purposes, etc.) without compensation to the Participants for the entire term of this Challenge and for the entirety of its term of protection as granted by applicable law to the Challenge. You also agree to modify the Entry or any portion thereof as reasonably requested by Freescale to make the Application appropriate for public display and use.

If you incorporate proprietary aspects in your submitted design, it is your responsibility to seek whatever protection you deem appropriate for the Application prior to submitting the written Entry to Freescale. In addition, you grant Freescale the non-exclusive right and license to reproduce, distribute, transform, modify, display, publicly perform, make available to the public, and demonstrate and use all or any portion of your Entry documentation to create a publishable description (the "Reference Material or Reference Designs") worldwide, along with your name, in any format whatsoever whether existing or non existing at the time of the submission of the Entry (including but not limited to paper, electronic etc.) and by any means (including but not limited to live performance, internet or any system or network of any nature whatsoever), for any purpose in connection with this Challenge (whether commercially or for promotional purposes, etc.) without compensation to the Participants for the entire term of this Challenge and for the entirety of its term of protection as granted by applicable law to the Challenge. Reference Material or Reference Designs of each Finalist Entry will be drafted, including flow charts, diagrams, schematics, etc., and will be the property of Freescale. Software submitted with your project Entry remains your property; however, if you are selected as a Finalist, you agree to provide Freescale a non-exclusive right to copy, reproduce, distribute, display, publish, make available to the public, disseminate and use the software in any media (now known or later developed) anywhere in the world, along with your name, as part of any project presentation and for the entirety of its term of protection as granted by applicable law to the Challenge. At Freescale's discretion, each Entry selected as a Finalist may be posted at [www.freescale.com](http://www.freescale.com). In addition, you understand and acknowledge that Freescale may publish and display any Application notes.

## **How to Enter**

Prior to submitting an Entry, you must have registered with Freescale as a Challenge Participant. To register, you must complete the Challenge registration form and submit it to Freescale online, or by facsimile transmission, by overnight courier, or by US mail to the address listed below:

Freescale Semiconductor, Inc. Attention: Nicole Urbis, 6501 William Cannon Drive, MD; OE58, Austin TX 78735 (United States of America); fax number is 1 512 895 2487.

In response to your submitted registration form, Freescale will assign a project number and notify you of your assigned project number which you will use instead of your name or any other personally-identifying information on all documentation and correspondence relating to your entry. Once a project number has been assigned, any personally-identifying information attached to your entry will disqualify the entry. You may enter the Challenge if you are citizen of India. Once you enter the Challenge coinciding with FTF India, you are not eligible to enter another FTF Design Challenge within one year from your date of entry.

By submitting your Entry, you represent that the Entry is your own original work and that you are the owner or you have obtained and currently hold valid and sufficient rights, including rights in third-party intellectual properties, to grant Freescale, its subsidiaries, affiliates, agents, and customers the rights granted herein. You agree to be solely responsible if you submit another developer's Entry as your own. You agree to release, indemnify, defend and hold Freescale harmless from any and all claims, liabilities and damages (including without limitation attorney's fees) related to the Entry in the Challenge, or usage of the Application by Freescale. You agree to immediately notify Freescale in the event that you discover

that there is any change in the ownership of the Application Entry as acknowledged and represented herein.

Each Participant further agrees to and does hereby grant Freescale, its subsidiaries, affiliates, agents, and customers the non-exclusive right and license to reproduce, distribute, transform, modify, display, publicly perform, make available to the public, demonstrate and use the Application worldwide, along with his / her name, in any format whatsoever whether existing or non existing at the time of the submission of the Entry (including but not limited to paper, electronic etc.) and by any means (including but not limited to live performance, internet or any system or network of any nature whatsoever), for any purpose in connection with this Challenge (whether commercially or for promotional purposes, etc.) without compensation to the Participants for the entire term of this Challenge and for the entirety of its term of protection as granted by applicable law to the Challenge. Participant also agrees to modify the entry or any portion thereof as reasonably requested by Freescale to make the Application appropriate for public display and use.

#### **Data protection:**

Freescale will use all personal data of the Participants, collected by Freescale in connection with the Challenge, only for the purposes of the Challenge and will delete the data within a reasonable period after termination of the Challenge. Freescale will use the data particularly for the identification of the winners of the Challenge. It will also publish the names of the winners on Freescale websites.

By completing and submitting the registration form the Participant declares expressly his/her consent to the above described use of personal data by Freescale. By accepting the prize, Participants consent to the use of their name for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law.

#### **Judging:**

Round 1: Round 1 Participants will be quizzed and must get six of the 10 questions correct to proceed.

Round 2: Round 2 Participants will have the option to take a virtual lab or ask technical questions via Freescale Forums at <http://forums.freescale.com>. All Participants who have advanced to Round 2 will be advanced to Round 3 regardless of participation in Round 2 events.

Round 3: Round 3 Participants will submit an Entry online at [www.freescale.com/designchallenge](http://www.freescale.com/designchallenge).

Each design paper will be reviewed by a panel of Freescale judges for the following:

- Creativity
- Design efficiency
- Number of Freescale products incorporated in the design
- Technical complexity
- Usefulness of application
- Overall application rating
- Environmental benefit potential for end use product

Judges will select 5 Finalists who will be notified and provided a prize, an, the amount equivalent to of \$1,000 (USD) inclusive of all taxes to build a prototype. In the event of a tie, the tied Entry with the highest score on the technical complexity of the application and number of Freescale products incorporated in the design will be selected as Finalist. In the event of a further tie, the tied Entry with the highest score based on environmental benefit potential for end use product will be selected.

Decisions of the judges are final in all matters relating to this Challenge and shall not give rise to any claim or action for remedies.

All winners must meet the eligibility requirements set forth in these rules, and sign an affidavit of eligibility, and liability and publicity release, where permitted by law, in order to qualify for the prize. The 5 Finalists must be willing and able to travel to Bangalore, India on November 9, 2008 and return on November 11, 2008, or the prize will be forfeited in its entirety.

Each Entry should attempt to maximize: feasibility to bring the design to manufacture; environmentally friendly market appeal; clarity of Entry; and technical integrity of proposal.

The week of October 27, 2008, those registered for FTF India and the Challenge will be eligible to vote on the 1st, 2nd and 3rd place winner ("Top Winners").

### **Prizes:**

Grand Prize: The 1st place winners of each Freescale Technology Forum Design Challenge 2008 worldwide may win an additional amount that, in an amount equivalent to \$50,000 (USD) inclusive of all taxes, attend the 2009 FTF of their choice and showcase their winning prototype. The Grand Prize winner will be selected by popular vote of engineering peers who are registered users of [www.freescale.com](http://www.freescale.com) and will be invited to help select the Grand Prize winner. Freescale will notify the Grand Prize winner in or about March of 2009.

First Prize: One (1) first prize winner will win, in an amount equivalent to \$10,000 (USD) cash award inclusive of all taxes; placement on the Freescale website, [www.freescale.com/designchallenge.com](http://www.freescale.com/designchallenge.com), for promotional purposes; and mention in Freescale monthly newsletter and/or website.

Second Prize: One (1) second prize winner will win, in an amount equivalent to \$5,000 (USD) cash award inclusive of all taxes; placement on the Freescale website, [www.freescale.com/designchallenge.com](http://www.freescale.com/designchallenge.com), for promotional purposes; and mention in Freescale monthly newsletter and/or website.

Third Prize: One (1) third prize winner will win, in an amount equivalent to \$2,000 (USD) cash award inclusive of all taxes; placement on the Freescale website, [www.freescale.com/designchallenge.com](http://www.freescale.com/designchallenge.com), for promotional purposes; and mention in Freescale monthly newsletter and/or website.

Five Winners Prize: The 5 Finalists will receive a one-night round-trip for one (1) individual and registration to the FTF India in Beijing, India arriving November 12, 2008 and returning on November 14, 2008. Specific travel arrangements based on availability. Trip includes: round-trip coach air transportation from the major airport nearest winner's home to Bangalore International Airport, single occupancy hotel accommodations, ground transportation between hotel and Bangalore International Airport and registration fees to FTF India in Beijing, India. Approximate Retail Value of travel and accommodations is, in an amount equivalent to \$5,000 (USD) inclusive of all taxes (doesn't include First, Second and Third Place Winning cash awards). Actual value of trip varies based on point of departure and airfare price fluctuations. Approximate retail value of FTF registration is in an amount equivalent to \$3,000 (USD) inclusive of all taxes. Parent or legal guardian must accompany travel companion who is a minor.

### **Finalists and Winner Notification:**

The 5 Finalists will be contacted on or about October 20, 2008 by e-mail. If for some reason the Finalists cannot be reached by email they will be contacted by mail or telephone. The Top Winners will be announced on or before November 14, 2008 at FTF India. The Top Winners must be present to win. As a condition of winning any of the above mentioned prizes, the 5 Finalists must complete, sign and return an affidavit of eligibility and liability/publicity release, where permitted by law, (and travel companion must complete, sign and return a liability/publicity release, where permitted by law,) within seven (7) days of

receipt of written prize confirmation or the prize will be forfeited (and an alternate winner selected). Any unclaimed prizes will not be awarded. If any correspondence or any prize is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. Should a Finalist make any false statement(s) in any document referenced above, the Finalist will be required to promptly return his/her prize. Upon delivery to the winner, Freescale will be deemed to have awarded the prize to the winner with the winner assuming full responsibility for the prize.

All taxes on the prizes are the sole responsibility of the winner. Each winner will comply with all reasonable requests for tax identification.

By participating in this Challenge, you agree to release and hold harmless Freescale, its advertising and promotions agencies and each of their respective parent companies, affiliates, subsidiaries, officers, directors, agents, and employees, from any and all liability whatsoever for any injuries, losses, or damages of any kind arising from or in connection with the 1) awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; or 2) participation in the Challenge or any prize related activities, including but not limited to traveling to or from any prize related activity, except claims, damages, liabilities based upon the violation of life, body or health or based upon the intentional or grossly negligent breach of duty.

#### **Miscellaneous Conditions:**

All Entries become the property of Freescale and will not be returned. By participating you agree to abide by and be bound by this official rules and the decisions of the judges, which shall be final with respect to all issues relating to this Challenge. It is your responsibility to ensure that you have complied with all of the conditions contained in the official rules. Freescale is not responsible for any lost, late, misdirected, stolen, illegible or incomplete entries.

Freescale is not responsible for any incorrect or inaccurate information whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Challenge or by any technical or human error, which may occur in the processing of submissions in the Challenge. Freescale reserves the right to correct any typographical, printing, computer programming or operator errors. Freescale does not assume responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, registration forms or entries. Freescale are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Freescale are not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Challenge. If, for any reason, the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Freescale which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge, Freescale reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge. Persons found tampering with or abusing any aspect of this Challenge, or who/m Freescale believes to be causing malfunction, error, disruption or damage will be disqualified. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, FREESCALE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

This Challenge shall be governed by, and these Official Rules shall be construed and enforced in accordance with the substantive laws of the State of Texas and any applicable laws and regulations of the United States. You agree that any and all disputes which cannot be amicably resolved between the parties within a reasonable time, and causes of action arising out of or connected with this Challenge,

shall be resolved individually, without resort to any form of class action. You submit to the exclusive jurisdiction of the Indian Courts and waive any jurisdictional, venue, immunity, or inconvenient forum objections to such courts. You further agree that you shall not be entitled under any theory of law (including negligence) to any monetary damages against Freescale in excess of the Challenge prize. In no event shall Freescale be liable under any theory of law (including negligence) for any incidental, consequential, punitive, or other similar damages.

**Arbitration:**

EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS CHALLENGE, PARTICIPANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CHALLENGE, OR ANY CLAIMS SUBMITTED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR PROCEEDING, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION (TO THE EXCLUSION OF THE COURTS) BY ONE ARBITRATOR PURSUANT TO BE APPOINTED BY FREESCLAE UNDERT THE PROVISIONS OF INDIAN ARBITRATION & CONCILIATION ACT, 1996. UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING LAWYERS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH ENTERING THIS PROGRAM), AND PARTICIPANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

Freescale reserves the right in their sole discretion to cancel, suspend and/or modify the Challenge at any time, but in relation to any Participant only until the date of respective Entry. To obtain a free copy of these rules, please send a self-addressed, postage paid (except where prohibited) envelope to Freescale Semiconductor, Inc. Attention: Nicole Urbis, 6501 William Cannon Drive, MD: OE58, Austin, TX 78735.

**OTHER TERMS**

If, in any State and/or territory or part thereof, the running of the Contest is prohibited, the Participants from such State and/or territory or part thereof shall not be eligible to participate in the Contest.

The Prize for the Contest will be given only to the registered participant and it will be his responsibility to produce such document and/or credentials to prove his/her identity

All costs and expenses for collecting the Prize will be borne by the Winner and no claim of whatsoever nature will be entertained by Freescale in this regard

Freescale shall not be responsible for travel insurance, any passport requirements, visa, immigration or foreign exchange requirements . The Winner will be responsible to comply with these formalities at his/her own cost.

Freescale shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the Winner while availing the benefits of the Prizes. Further, Freescale shall not be liable in any manner for any loss, damage, theft, or any other mishap caused to the Prize and / or in respect of the Prize.

Apart from the entitlement to the above Prize, the Winner or their legal heirs will have no other rights or claims against Company.

The Prizes shall not be transferable / redeemable against any other service offered by Freescale.

In case of any dispute or difference in respect of or in connection with the Contest and/or the Prizes herein, the decision of Freescale shall be final and binding on all concerned.

Participation in this Contest implies acceptance to all the terms and conditions of the Contest mentioned herein.

Freescale reserves the right to change / modify the Contest or terms and conditions of the Contest, at any time at its own discretion, without assigning any reason. Freescale shall not be obliged to give any prior notice for aforesaid change / modification.

For a list of winners, please send a request via email to [Nicole.Urbis@freescale.com](mailto:Nicole.Urbis@freescale.com) with a subject line Request for FTF Design Challenge Winners before November 30, 2008.

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All prizes referred herein shall be non-assignable and will not, under any circumstances, be converted into any alternative source of benefit or prize different from those established herein.

These Official Rules are drawn up in the English language. If these Official Rules are provided in any other language and there is a conflict in the text, the English language text shall prevail.