

Terms & Conditions for Huawei 2024 Nuremberg Tech Arena

These Terms and Conditions for Huawei 2024 Nuremberg Tech Arena (hereinafter referred to as the "Terms") provided by Huawei Technologies Duesseldorf GmbH (hereinafter referred to as the "Huawei") apply to each participant (hereinafter referred to as "You") who participates in the Huawei 2024 Nuremberg Tech Arena (hereinafter referred to as the "Program").

The program is organized by Huawei Germany, registered Office: Düsseldorf, Register Court Düsseldorf, HRB 56063, Managing Directors: Yong Lu, Wenjie Liu, Xin Wang, Hebin Yang VAT-ID No. DE254327327.

Before You decide to take part please check the criteria and the Privacy Statement. By submitting your data for participation and downloading the data sets via the Huawei Tech Arena platform you accept these Terms and Conditions *for Huawei 2024 Nuremberg Tech Arena*.

1. Qualifications for Participation

You are committed to meeting the following qualifications for participating in this Program:

- You must have full legal capacity.
- You must be of legal age to form a binding contract. If you are a minor (under 18 years old), you cannot participate in the Program without the approval of your legal guardian.
- You are not a regular employee, a direct relative of a regular employee, or contractor of Huawei or its affiliates, or an employee of a supplier
- You are not a former employee of Huawei or its affiliates who left the company no more than six months ago.
- You must comply with the policies of your employer or organization by participating in the Program.

2. Authorization and Restrictions

If you accept these Terms, you represent and warrant that neither your activities or presented data will infringe, misappropriate or violate third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any other applicable law or regulation.

3. Obligations

For the data sets you will provide research methods, tools, and means are legitimate. We will not have any liability, obligation, or responsibility whatsoever in this regard.

4. Intellectual Property Rights and Confidentiality

It is prohibited to disclose information to any third party without prior written consent of Huawei unless Huawei has disclosed the information or You are legally obliged to do so pursuant to a judicial or other governmental order.

You shall keep confidential any or all technical secrets and business secrets obtained or learned from Huawei during the conclusion and fulfillment of the Program and respect Huawei's intellectual property rights and keep business secrets in strict accordance with the applicable laws and regulations. The data sets which You will receive are strictly confidential. Without Huawei's prior written consent, You shall not disclose, transfer, authorize, or provide such secrets to any other third party in any manner, or use such secrets.

As a prerequisite for participating in this Program, You hereby grant Huawei and its affiliates and customers the non-exclusive, permanent, irrevocable, sub-licensable, worldwide, free of charge and transferable right of use to the intellectual property in the Results that you have discovered.

Huawei and its affiliates and customers can use, sell, copy, adapt, modify, release, distribute, disclose, and create derivatives of the Results or adopt other methods to

use the Results.

This Section 4 ("Intellectual Property Rights and Confidentiality") shall remain legally binding after the end of the Program.

5. Liabilities and Restrictions

To the extent permitted by law, Huawei shall not be held liable for any direct or indirect loss, costs and damages related to or arising from these Terms and Your participation in the Program, regardless of how the damage is incurred.

6. Exclusion from the Program

These Terms shall apply upon Your submission of the Final Competition and the end of the Program. In the following cases Huawei has the right to exclude You from the Program:

- You do not comply with the qualification conditions stipulated in Section 1 of the Terms.
- You violate any of these Terms.
- Your exclusion from the Program is required by applicable laws, regulations, or any order of a governmental or judicial authority.

7. Responsibilities

It is your responsibility to properly keep the team ID, login password, email address, or any other information used for logging in to websites related to this Program. You should correctly fill in and update your information in a timely manner (for example, email address, phone number, address, name, bank card number, and payment currency).

8. Prizes

The prize money is subject to taxes on incidental income, with the company acting as the withholding agent. The final prize money will be transferred to the personal bank account provided by the team leader, and the specific distribution of the prize money will be managed by the team leader.

9. Applicable Law and Dispute Settlement

The establishment, validity, interpretation, fulfillment, and dispute settlement of these Terms and the Program shall be subject to the laws and regulations of Germany.

Any disputes arising out of or in connection with these Terms and the Program shall be resolved through amicable negotiation. If such negotiation fails, the dispute shall be submitted to the competent courts in Munich, Germany.

10. Integrity of the Agreement

If any clause, or part of a clause, in the Terms is considered invalid or unenforceable by a court with jurisdiction, the effectiveness of the remaining content shall not be affected.

These Terms take effect as of the date of update.

Last modified on: September 29, 2024