



## NFC University Challenge Official Rules

1. No Purchase Necessary to Enter. A Purchase Will Not Increase Your Chances of Winning. Void Where Prohibited.
2. Eligibility: The NFC University Challenge (the “**Challenge**”) is a skills-based competition open to university students (including undergraduates, masters and PhD students), who are at least eighteen (18) years old, submit an eligible essay in accordance with these official rules (“**Rules**”).
3. The Challenge begins at 12:01am CST on 29 April 2013 and ends at 11:59 pm CST on 10 June 2013. The entrant or a representative of the entrant must be able to attend the Challenge awards ceremony, which is scheduled to take place on 25 June 2013 from 6 pm to 7 pm at LOCATION to accept the prize.
4. This Challenge is subject to all applicable federal, state and local laws. Employees of GSMA (Shanghai) Co. Ltd (“**GSMA**” or the “**Sponsor**”), and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter. Participation constitutes entrant’s full and unconditional agreement to these Rules, and Sponsor and Judges’ decisions, which are final and binding in all matters related to the Challenge. Winning a prize is contingent upon fulfilling all requirements set forth herein
5. How to Enter: Entrants may enter the Challenge by submitting an essay written in the Chinese language of no more than 500 words on the topic “Frictionless Future: Innovative Solutions to Everyday Problems Using Mobile NFC”. Essays must be submitted in Microsoft Word, Rich Text or Portable Document format. Essays must be accompanied by the following identifying information: full name, university, student number or unique student ID, academic department, and acknowledgement of acceptance of these Rules. Sponsor assumes no responsibility for lost, late, delayed, damaged, incomplete, illegible, unintelligible, inaccurate, misdirected, or non-compliant entries or for any computer, online, telephone or technical malfunctions that may occur. There is a limit of one entry per person. By submitting an entry, Entrants represent and warrant that the essays are their original work and do not infringe the intellectual property rights of a third party, that they are entitled to grant the license outlined below and neither the words or the concept(s) outlined in such essays have been copied or plagiarized in whole or part. Entrants shall retain ownership of their work, and grant to the Sponsor, a non exclusive, irrevocable license to reproduce, publish, copy, modify, and communicate the winning essay (or parts of it) to the public by any means whatsoever, in all media throughout the world in relation to the Challenge and the Mobile Asia Expo 2013 including, but not limited to all use in the context of:

Judging the Challenge;

- a. Display in the Exhibition;
- b. Inclusion in the Portfolio Book and Portfolio Magazine and/or similar;
- c. Inclusion in the Show Daily, a magazine published by the Sponsor at Mobile Asia Expo 2013;
- d. Inclusion within the Sponsor's websites, including within interactive elements associated with the Challenge and/or the exhibition at Mobile Asia Expo (now known or hereafter created) available for viewing or download from the Sponsor's websites;
- e. Inclusion in promotional, press and marketing materials relating to the Challenge and/or the Mobile Asia Expo 2013 exhibition; and
- f. Inclusion in merchandising associated with the Competition and/or the Exhibition.

6. By submitting an essay to the Challenge, an entrant also represents and warrants that their essay does not contain any unsuitable or offensive content, including nudity, sexually explicit, disparaging, libelous or other inappropriate content.

7. An entry will not be acknowledged or returned.

8. Selection of Winner: Winner will be selected on or about 17 June 2013 by a panel of three judges who shall apply the criteria set forth below:

<b>GSMA MARKING CRITERIA</b>	<b>Weighting</b>
Addresses the theme "insert theme here"	20%
Creativity and originality of idea (beyond existing solutions)	20%
Practicality and feasibility of idea	20%
Innovative vision (compelling vision of the future)	15%
Public appeal of the idea	15%
Quality of the English or Chinese language	10%

Winner will be selected by the panel whose decision is final. No correspondence will be entered into as regards the decision of the judges.

The winner will be contacted by the Sponsor and must respond to GSMA within the stipulated time.

9. Prizes: One prize of a Samsung Galaxy S4 (Face Value = RMB 5,199) and a Mobile Asia Expo 2013 Conference Pass (Face Value = RMB 10,000) will be awarded to a single winner (total approximate retail

value: RMB 15,199). The winner is responsible for payment of all taxes associated with receipt of the prize. Prize is awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Prize is not transferable, redeemable for cash or substitutable except by Sponsor, who reserves the right to substitute prize of comparable or greater value, at its sole discretion. All prize details (including without limitation, method and location of delivery of the prize, brands and other variables) are at Sponsor's sole discretion.

10. Notification of Winner: The winner will be notified on or about 17 June 2013. Winner will be notified and required to respond within a specified time limit. Winner may also be required to execute and return an Affidavit of Eligibility, Release of Liability and, unless prohibited by law, a Publicity Release by 25 June 2013. In the event that any notification or correspondence to a winner is returned as undeliverable or a response is not received within the specified time period, prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Released Parties (as defined below) are not liable for: (i) failed, returned or misdirected notification; or (ii) entries and responses to winner notifications which are lost, late, incorrectly completed, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for any human, computer, or technical error of any kind. Noncompliance with the requirements set forth herein, the return of any prize or prize notification as undeliverable or noncompliance with these Rules will result in disqualification and, at Sponsor's sole discretion, an alternate winner will be selected. Entrants are required to advise GSMA with their updated contact information so that they will receive prizes if they become a potential winner.

11. Conditions of Participation: CAUTION: ANY ATTEMPT TO DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants expressly consent to the use of personal information contained in the entry for the purposes of this Challenge, in accordance with these Rules and Sponsor's privacy policy (as may be amended from time to time); provided, that in the event of any conflict between these Rules and such Privacy Policy, the terms and conditions of these Rules shall prevail. Acceptance of prize constitutes permission for the Sponsor and its designees to use winner's name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law. By participating, entrants agree to: (i) be bound by these Rules and the decisions of the Sponsor and judges, which are final and binding in all matters; and (ii) release, discharge and hold harmless Sponsor, and each of their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents, attorneys and representatives (collectively, the "Released Parties") from any and all claims and liability whatsoever for any injuries, losses or damages of any kind resulting from the acceptance, possession or use of prize (including any injuries resulting from use of the Prize) or participation in the Challenge. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or malfunctions of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Challenge, the processing of entries, the announcement of the prize or in any Challenge-related materials. Released Parties are also not responsible for any

incorrect or inaccurate information, whether caused by web site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenges. Persons who tamper with or abuse any aspect of the Challenge or who are in violation of these Rules, as solely determined by Sponsor, will be disqualified and their entries void. If, in the judges' opinion, there is any suspected or actual evidence of tampering with any portion of the Challenge, or if technical difficulties, virus, bugs or other causes compromise the integrity of the Challenge, the judges reserve the right to modify, suspend or terminate the Challenge and, if terminated, at their sole discretion, conduct a random drawing to award the prize using all eligible, non-suspect entries received as of the date of termination. As a condition of participating, entrant agrees that: (i) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out of pocket expenses, if any, and (ii) all causes of action arising out of or connected with this Challenge, or any compensation or credit to be provided, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and award shall be limited to actual out of pocket costs incurred, if any, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. This Challenge shall be governed by the laws of the US state of Georgia's substantive and procedural law, without giving effect to any choice of law or conflicts of laws rules or provisions (whether of the State of Georgia or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the US State of Georgia. By participating in this Challenge, entrants irrevocably consent that Georgia courts shall have personal jurisdiction over any dispute or litigation arising from or relating to this Challenges and that venue shall only be in the federal or state courts of Georgia.

12. By participating in the Challenge, Submitter fully and unconditionally agrees to and accepts these Rules and the decisions of the Organizer and/or Administrator, which are final and binding in all matters related to the Challenge. Whether or not a Prize is awarded is contingent upon fulfilling all requirements and agreeing to all provisions set forth in these Rules. The Challenge is subject to all applicable federal, state, and local laws. The Challenge is void where prohibited by law.

13. To the maximum extent permitted by law, an Entrant agrees to indemnify the Sponsor and agrees to keep the Sponsor indemnified at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission on the part of an Entrant or a breach of any warranty set forth herein. To the maximum extent permitted by law, an Entrant agrees to defend, indemnify and hold harmless, the Sponsor, and its' affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any material submitted by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by an Entrant in connection with the Challenge; and (c) any non-compliance by the Entrant with these Rules. To the maximum extent permitted by law, Entrant agrees to hold the Sponsor, its' directors, officers, employees and assigns, harmless for any injury or damage caused or claimed to be caused by participation in the Challenge and/or use or acceptance of any prize including any responsibility for travel or accommodation associated with the Challenge.

14. THE SPONSOR'S LIABILITY FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE CHALLENGE, UNDER ANY LEGAL THEORY, SHALL NOT EXCEED ONE HUNDRED US DOLLARS (US\$100).

IN NO EVENT SHALL SPONSOR BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES. The Sponsor is not responsible for human error, theft, destruction, or damage to essays or other factors beyond their reasonable control. An entrant assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected essays. The Sponsor makes no warranty, representation or guarantee, express or implied, in connection with its ability to in any way enable, develop or market the idea set forth in an essay. The Sponsor shall not be liable to a winner or any other person for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Facilitator's control. The Sponsor and its' employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies, (the "**Released Parties**") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by the Challenge website or the Challenge; tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Challenge; theft, loss, destruction or damage to a Submission in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to an entrant or to any other person's computer related to or resulting from participating in the Challenge.

15. Rules/Winner's Lists: For a copy of the Official Rules, please send a self-addressed stamped envelope, except where prohibited by law, to NFC University Challenge, Marketing Department, 1000 Abernathy Road, Atlanta GA 30328, which must be received on or before 9 June 2013. For a Winner's List, please send a written request to NFC University Challenge, Marketing Department, 1000 Abernathy Road, Atlanta, GA 30328, which must be received after 26 June 2013 and before 26 August 2013.

16. SPONSOR. GSMA (Shanghai) Co. Ltd, Office 15, Business Centre and Office Suites Kerry Hotel, Pudong, Shanghai, 3<sup>rd</sup> Floor, 1388, Hua Mu Road, Pudong, China is the official sponsor ("Sponsor") of this Challenge.