

## Mobile IoT Innovators Challenge Contest Rules

**1. CONTEST; ADMINISTRATOR.** These Mobile IoT Innovators Challenge Contest Rules (“**Contest Rules**”) govern the administration of a contest (the “**Contest**”) that is being organized and administered by Sierra Wireless, Inc., a Canadian corporation (the “**Administrator**”).

The Administrator is running the Contest in conjunction with the Sierra Wireless Mobile IoT Innovators Challenge, which will be held in Paris, France on October 24, 2019 (the “**Mobile IoT Innovators Challenge**”). As part of the Contest, entrants will be required to submit an idea for a product or service offering relating to the cellular Internet of Things (the “**IoT Idea**”). The IoT Idea must potentially be capable of using one or more Sierra Wireless product or service offerings. The submissions will be assessed by a panel of judges, and one or more prizes will be awarded at the Mobile IoT Innovators Challenge. The rules and procedures applicable to the Contest are specified in detail in these Contest Rules.

Sierra Wireless, Inc. is the sole Administrator. Other organizations may contribute prizes for the Contest or participate in judging the Contest, but are not responsible for administering the Contest, have no obligations to Entrants and are not subject to these Contest Rules (“**Participating Organizations**”). All communication with respect to the Contest should be directed to the Administrator.

**2. ELIGIBILITY:** The Contest is open only to companies and other legal entities that (a) are authorized to conduct business in their jurisdiction, (b) have no more than 15 full-time equivalent employees (together with their subsidiaries and affiliated entities), (c) are willing to send a representative to present in person at the Mobile IoT Innovators Challenge in Paris, France, and (d) meet all other eligibility requirements specified in these Contest Rules (the “**Eligibility Requirements**”).

The Contest is NOT open to (a) individuals, (b) companies or legal entities that are organized under the laws of a country which is subject to sanctions, embargoes or national trade restrictions of the United States of America, Canada or the European Union, or (c) companies or legal entities if their participation in the Contest or the payment of a prize to them would violate any law or breach any agreement.

The Contest is subject to all applicable national, federal, state, provincial and local laws and regulations and is void where prohibited.

**3. HOW TO ENTER:** During the Entry Phase, entrants must access the Contest website (the “**Website**”) and follow the links and instructions to complete the registration information. Each company or other legal entity that registers for the Contest is referred to as an “**Entrant**”. Then, Entrants must follow the links to submit a Contest entry that complies with all of the requirements set forth in Section 4 below. This initial submission, together with any other information that the Entrant submits or provides in connection with the Contest, including the content of any presentations made during judging of the Contest, is referred to as the Entrant’s “**Submission**”, and together with the registration information, as the “**Entry**”. Each Entrant may make only one Submission.

**4. SUBMISSION REQUIREMENTS:** All Submissions must comply with the following requirements:

- a. The Submission must describe the Entrant’s IoT Idea, and how the IoT Idea could use one or more Sierra Wireless products or services;

- b. The Submission must include all information specified on the Website or requested in connection with the Submission (except for information that is specified to be optional);
- c. The Submission must comply with the length requirements (if any) specified on the Website;
- d. The Submission must be written in English and must be typed in the entry form on the Website. Handwritten submissions will not be accepted;
- e. The Submission (including the copyright in the Submission) must be owned and originally created by the Entrant;
- f. The Submission must not contain any material that is inappropriate, hateful, tortious, slanderous, defamatory, threatening, indecent, violent, libelous, obscene or offensive, refers to dangerous, unlawful or illegal acts, promotes a political agenda, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs, nationality, disability, sexual orientation or age;
- g. The Submission must not contain any material that violates or infringes upon the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Administrator requires a license or permission from or payment to any third party;
- h. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created;
- i. If the Submission identifies any person other than the Entrant, the Entrant must have prior to submission obtained such person's consent to the use by the Administrator of the Entry including such person's name, image and/or other identifying information, as applicable, as permitted hereunder; and
- j. The Submission must not contain any material that the Administrator, in its sole discretion, deems inappropriate for public dissemination.

**5. CONFIDENTIALITY; INTELLECTUAL PROPERTY.** Entrants should not include any information in a Submission that is confidential information of Entrant or any third party. Neither Administrator nor any Participating Organization has any obligation to keep the contents of any Submission (or any other information provided by Entrants in connection with the Contest) confidential, even if the Administrator or Participating Organization has signed a non-disclosure agreement with the Entrant. Entrants also acknowledges that neither Administrator, nor any Participating Organization, nor any of their respective affiliates, will be precluded from developing, marketing or selling products or services that are similar to or the same as the Contestant's IoT Idea.

**6. PUBLICITY; USE OF SUBMISSIONS.** Entrant grants Administrator and the Participating Organizations a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Entrant's Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without restriction or further notice. Administrator and the Participating Organizations may utilize any Submission for promotional purposes, advertising and other promotional tools in perpetuity without compensation of any kind to Entrant. Entrant waives all moral rights in and to the Submission in favor of the Administrator and will not have any ownership of intellectual property Administrator or any Participating Organization creates using any Submission. If requested, Entrant will sign any documentation required. For clarity, an Entrant's "Submission" includes any still images, audio and video of Entrant or its representatives that may be collected or recorded in connection with the Contest.

Entrant represents and warrants that it has obtained all required consents from any of its employees and representatives who have contributed to or are featured or appear in any Submission.

**7. CONTEST PROCESS.** The Contest will be conducted in the following phases:

- Entry Phase. All Submissions must be received by the end of the Entry Phase.
- Shortlisting Phase. During the Shortlisting Phase, one or more judges selected by the Administrator will evaluate the merits of each Submission against the Evaluation Criteria (defined below). The judges will generally not ask questions or interview Entrants during this phase but may do so in their discretion. The judges will select no more than 5 Submissions to proceed to the next phase of the Contest (the “**Shortlisted Entrants**”).
- Confirmation Phase. The Shortlisted Entrants will be notified shortly after the end of the Shortlisting Phase and must confirm by the end of the Confirmation Phase that they wish to participate in the next phases of the Contest and will be able to send a representative to present at the Mobile IoT Innovators Challenge. The Administrator may also request information from the Shortlisted Entrants to confirm that they meet the Eligibility Requirements. If one or more Shortlisted Entrants fail to provide confirmation or do not in the Administrator’s opinion meet the Eligibility Requirements, the Administrator may invite the next highest ranked Entrants to be Shortlisted Entrants.
- Pitch Phase. During the Pitch Phase, the Shortlisted Entrants will present their Submission in person at the Mobile IoT Innovators Challenge in Paris. The presentation will be made to a team of judges selected by the Administrator, who will evaluate the merits of each Submission against the Evaluation Criteria. The Pitch Phase may be conducted in one or more phases as determined by the Administrator, some of which may be in a public forum (e.g. on a main stage in front of an audience).
- Award. The winner of the Contest (“**Winner**”) will be announced at the Mobile IoT Innovators Challenge. The Administrator may subsequently ask the Winner to provide information to demonstrate that it meets the Eligibility Requirements. If the Winner fails to provide such information within a reasonable time or does not in the Administrator’s opinion meet the Eligibility Requirements, the Administrator may rescind the award and announce another Winner.

The start and end dates for each phase of the Contest will be specified on the Website.

**8. EVALUATION CRITERIA:** During the Shortlisting Phase and the Pitch Phase, the judges will evaluate the Submissions against the following criteria (the “**Evaluation Criteria**”). The Submissions will be assessed holistically, and the weighting given to each criterion will be in the discretion of the judges.

- Technical Quality and Feasibility: The Entrant’s technical capabilities and technical feasibility of the IoT idea.
- Market. The market for the IoT Idea.

- Distribution. The Entrant's ability to bring the IoT Idea to market quickly and successfully.
- Competition. The Entrant's and IoT Idea's ability to succeed in the face of competition.
- Financial. The Entrant's ability to finance the development and launch of the IoT Idea.

#### **9. PRIZE:**

The Winner will receive US\$50,000 (the "**Prize**"), which will be paid by the Administrator to the Winner within 60 days of the Mobile IoT Innovators Challenge. The Winner may use the Prize funds for any legitimate business purpose. The Prize will be paid by cheque or electronic transfer.

The Prize is non-transferable, non-refundable, may not be resold and cannot be used in conjunction with any other offer or promotion. No substitution of the Prize or any component thereof is permitted, except in the discretion of Administrator. All national, federal, state, provincial and local taxes on Prize value, if applicable, are the sole responsibility of the Winner. The Administrator may withhold taxes from the Prize if it believes it is required to do so in order to comply with applicable law. A U.S. IRS form 1099 will be issued if required by law. Winners are solely responsible for the reporting and payment of any income tax related to the receipt of a Prize. As a condition of accepting the Prize, Winner agrees to furnish any requested information needed for tax reporting.

The Administrator may award additional prizes to the Winner or to other Entrants, but this is in the sole discretion of the Administrator.

By accepting a prize, each Entrant acknowledges that its company name and details may be published in any medium worldwide by the Administrator and/or its advertising or promotional agencies (including, but not limited to, use on Administrator's website and/or the Administrator's website and social media profiles) without limitation or further notification, and without providing compensation or intellectual property rights to the Entrant, except where prohibited by law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRIZES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE EXPRESSLY DISCLAIMED BY ADMINISTRATOR, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**10. CONTEST CANCELLATION OR RESCHEDULING.** The Administrator may cancel the Contest at any time prior to the end of the Confirmation Phase for any reason, including if the Administrator in its discretion determines that an insufficient number of suitable Submissions have been received. The Administrator will not cancel the Contest after the Confirmation Phase, except as otherwise provided in these Contest Rules. The Administrator may however extend or reschedule the Contest or change the procedures for conducting the Contest.

**11. DISQUALIFICATION.** The Administrator may disqualify any Entrant at any phase of the Contest if the Administrator determines in its sole discretion that the Entrant: (a) does not meet the Eligibility Requirements; (b) has violated the Contest Rules; (c) has tampered with the entry process or the operation of the Contest; (d) has submitted an illegible or incomplete Submission; or (e) has disparaged the Administrator or any Participating Organization during or after the Contest period.

**12. ENTRANT'S OBLIGATIONS; RELEASE AND CONSENT:**

By making an Entry, (a) the individual making the Entry represents and warrants that they are authorized to do so on behalf of the Entrant, and (b) the Entrant represents and warrants that it meets the Eligibility Requirements, has complied with all of the requirements in these Contest Rules and has obtained all permissions, licenses and consents that are necessary to make the Entry and for the use of the Submission as permitted by these Contest Rules.

Each Entrant agrees to provide to the Administrator on request information and documents to establish that the Entrant meets the Eligibility Requirements and has otherwise complied with all requirements for participation in the Contest.

By participating in this Contest, Entrants: (a) agree to abide by and be bound by these Contest Rules including all Eligibility Requirements, the decisions of the Administrator and/or its designees, which are final and binding in all respects, and the Privacy Policy of Administrator ([www.sierrawireless.com/privacy](http://www.sierrawireless.com/privacy)); (b) release the Administrator, the Participating Organizations, the social media platforms used to promote the Contest, and its and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys/lawyers and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging or administration of the Contest (collectively, the **"Released Parties"**), from any and all claims, demands, damages, losses, liabilities, costs or expenses directly or indirectly caused by, arising out of, in connection with, or related to (i) their participation in the Contest, and (ii) use of the Prize or their participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of any Prize or participation in any Prize-related activities). This release shall continue in force following the termination of the Contest and/or the awarding of any Prize; and (c) consent to be contacted by Administrator via email.

**13. PERSONAL DATA.** If any personal information relating to a Contestant's employees or other representatives (including any photographs, video or audio recordings) is included in a Submission, the Entrant represents and warrants that it has obtained all required consents from its employees and representatives for (a) the inclusion of that information in the Submission, and (b) for the use of the information in accordance with section 5 above. Administrator will be the data controller and will process the personal data in accordance with applicable laws. The personal data will be processed only in relation to the Contest and for the purposes defined in these Contest Rules. Entrant's employees and representatives may have the right of access to and the right to rectify the data concerning him/her. In order to exercise these rights, the Administrator should be contacted at the address below.

**14. DISCLAIMER; LIMITATION OF LIABILITY:** IN NO EVENT WILL ANY RELEASED PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE CONTEST OR THESE CONTEST RULES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, LOST DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING THEORIES OF NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY, OR DEFECTIVE PRODUCT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF THE RELEASED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES TO AN ENTRANT (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE FAIR MARKET VALUE OF A SINGLE PRIZE. These limitations are not made where prohibited by law.

**15. GENERAL TERMS:**

- a. All decisions of Administrator are final and binding in all respects, and Entrants waive any right to claim ambiguity in the Contest or these Contest Rules, except where prohibited by law.
- b. If the administration of the Contest is frustrated by any cause beyond the Administrator's reasonable control, Administrator may cancel, terminate, modify, or suspend the Contest without notice, or select the winners from all eligible Entries received prior to the cancellation or termination.
- c. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, network, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by a prize or resulting from acceptance, possession or use of a Prize, or from participation in the Contest; (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest; or (vi) any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Contest.
- d. Proof of entering information at the Website does not constitute proof of delivery or receipt.
- e. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest is prohibited and may result in the disqualification of entries and/or the Entrant.
- f. If there is a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted.
- g. The Administrator will not be required to correspond with any Entrant, except for potential winners.
- h. Administrator's failure to enforce any term of these Contest Rules shall not constitute a waiver of that term.
- i. The Website and the Administrator's other publicity materials relating to the Contest may include additional information and requirements relating to the Contest. However, if there is any conflict between any of this information and these Contest Rules, these Contest Rules will prevail.

**16. DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, or the rights and obligations of the Entrants and Administrator in connection with the Contest, shall be governed by and construed in accordance with the laws of the Province of British Columbia (Canada), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the Province of British Columbia (Canada). Any legal proceedings arising out of this Contest or relating to these Contest Rules shall be instituted only in the courts of competent jurisdiction located in the City of Vancouver, British Columbia (Canada), and the parties consent to jurisdiction therein with respect to any legal proceeding or disputes of whatever nature arising under or relating to the contest. If any one or more provisions of these Contest Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these rules.

**17. HOW TO CONTACT THE ADMINISTRATOR:** For a list of winners or a copy of the Contest Rules, please send a self-addressed stamped envelope to: Sierra Wireless, Inc., 13811 Wireless Way, Richmond, BC, Canada, V6V 3A4, ATTN: Legal Department, to be received no later than June 30, 2020. Winners' lists will not be sent until all winners have been verified and Prizes have been awarded.

If you would like to be excluded from all lists used by the Administrator for any future promotions and marketing by the Administrator, you may send a letter requesting that you be removed from such lists to the Administrator at Sierra Wireless, 13811 Wireless Way, Richmond, BC, Canada, V6V 3A4, ATTN: Marketing.

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