

Conditions and Rules of Participation

- IMC Challenge sponsored by Huawei

ARTICLE 1 – ORGANIZATION OF THE CHALLENGE

The International Mathematics Competition for University Students (IMC, hereafter referred to as “Organizer” or “Co-host”) - is organizing together with the company Huawei Technologies Co., Ltd. (hereafter referred to as “Sponsor” or “Huawei” or “Co-host”), a company, whose registered office is located at Huawei Administration Building, Huawei Industrial Base, Bantian, Longgang District, Shenzhen, P.R. China 518129 an online Challenge called “IMC Challenge sponsored by Huawei” (hereafter referred to as “Challenge”).

By registering the Challenge, you agree to be bound by the Conditions and Rules of Participation (the “Agreement”).

ARTICLE 2 – OBJECTIVE OF THE CHALLENGE

The aim of the Challenge is to provide opportunities to global mathematical talents to explore mathematical challenging problems in real industry scenarios and inspire ideas, and to build up a platform for them to practice, learn and compete.

ARTICLE 3 – PARTICIPATION

The Challenge is open to all individuals (i) who have obtained the age of majority in his/her jurisdiction of residence (unless otherwise agreed to by Co-hosts, with appropriate parental/guardian consent), (ii) who hold a bank account in their country of tax residence, (iii) who is not be ineligible (as provided in Article 3 herein) or under a conflicting contractual or legal restriction to enter and (iv) who have their own computer hardware in working order throughout the duration of the Challenge and internet connection with subscription from local telecom operator at their own and sole costs and expenses, and under their own and sole responsibility; and (v) who hold a Kattis user account (hereafter referred to as “Participants”).

The Challenge is not open to (i) current employees, officers, and directors of Sponsor, Organizer, or their respective Affiliates; (ii) the Jury; (iii) Challenge Organizer; (iv) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration and/or execution of the Challenge (collectively, the “Promotion Entities”); and (v) the immediate family members (defined as parents, children, siblings and spouses, including step and foster relations), regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the persons

or entities identified in (i)-(iv). By registering for the Challenge, you represent and warrant that you (i) meet the eligibility requirements set forth above; (ii) are willing to provide proof of eligibility to Organizer and Sponsor; (iii) are solely responsible for compliance with eligibility criteria; and (iv) agree that Organizer and Sponsor reserve the right to disqualify you or any other Participant at the sole discretion.

You have the responsibility to review and understand your applicable laws, your employer's policies, rules, and/or regulations, tax implications, and any other limitations (collectively "Policies and Laws") regarding eligibility to participate in the Challenge and relevant promotions, grant intellectual property rights, and/or receive prizes in connection therewith. Furthermore, if you enter without obtaining the appropriate approvals, or if you are participating in violation of any such Policies and Laws, Organizer and/or Sponsor may, in the sole discretion, disqualify you and forfeit your prize, if applicable. By entering the Challenge, you agree to release, indemnify, defend and hold Organizer and Sponsor, their respective Affiliates, and all staff harmless in all respects thereto.

Each registration in the Challenge is individual. You can voluntarily form the teams of 1 to 5 Participants to focus around one or more Problems (hereafter referred to as "Teams") after the registration. You can participate only in one Team. During this period of time the Co-hosts will help to coordinate the forming of the Teams.

This is an online Challenge and you can participate in the Challenge from anywhere.

ARTICLE 4 – SUBMISSION REQUIREMENTS:

Teams will have to Challenge create and submit solutions ("Submissions" or "Submission", including but not limited to the codes and papers submitted) to problems posed in the Challenge in accordance with the Agreement.

a. You must make all Submissions available free of charge and without any restriction for use as described herein. You acknowledge and agree that any Submissions provided during the Challenge are not confidential and are lawfully disclosed without infringing any third party's rights or violating any confidentiality obligations.

b. Unsuccessful, exploitative, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, incomplete (in whole or in part) Submissions, or those not deemed to be submitted in good faith may be disqualified. Proof that a Submission is presented during the Challenge is not proof or evidence that the Submission and/or Participant is eligible for the Challenge. You must attend and complete the entire Challenge in order to be eligible to receive recognition or win a prize in the Challenge. If you quit, are disqualified, ejected, or otherwise fail to complete the entire Challenge, you will not be eligible to receive recognition or win a prize in the Challenge.

c. Further, by entering this Challenge, you hereby represent, warrant, and covenant, and agree to produce written evidence of such if requested, that:

(i) Any Submission, in whole and in part, is your original work and therefore is original to the Challenge (i.e. was not developed in any substantive form/format prior to the Challenge) and does not violate or infringe upon any Policies and Laws (including, but not limited to, copyrights, trademarks, patents, trade secrets and personal or moral rights);

(ii) The Submission, in whole and in part, is submitted to the Challenge by or with the permission of all individuals (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the entry or any part thereof, who are depicted (directly or indirectly) in the entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such individuals, venues, and/or entities have provided their written consent to submission of the entry and the use pursuant to these Challenge rules;

(iii) You have all rights, licenses, permissions, and consents necessary to submit the Submission and to grant all of the rights granted hereunder;

(iv) The Submission contains no malware, including viruses, trojans, worms, bugs, spyware, or any other harmful software, code, or other device;

(v) The Submission contains no (and does not otherwise appear to condone) pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious, sensitive, illegal, unauthorized, or other content (including but not limited to technology or other content that may contradict applicable laws regarding intellectual property, export restriction, and privacy protection) that offends reasonable standards of taste and decency.

ORGANIZER, SPONSOR, AND/OR THEIR AFFILIATES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH ITS ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET, OR PROMOTE THE PARTICIPANT, THE SUBMISSION, OR THE IDEAS OR TECHNOLOGY EMBODIED OR SET FORTH IN THE SUBMISSION, IN WHOLE OR IN PART.

You understand, recognize, and accept that other Participants or persons may have provided or made public, or may in the future submit, or make public, materials that are the same or similar to your Submission. Further, you have independent access to, may create or have created apps, technologies, methods, materials, and ideas which may be similar or identical in whole or in part to another entry in concept, code, theme, idea, format, or other respects. In the event that a Submission is identical or similar to the Submission of another Participant, the Jury reserve the right to score one entry higher than the other, subject to the judging criteria set forth herein, at the discretion of the Jury. Submissions may not be acknowledged

and will not be received or held “in confidence” or “in trust” and submitting a Submission does not create a confidential relationship or obligation of secrecy between Sponsor and any other party.

You will not now or in the future be entitled to any approval, rights of compensation, or any other payment unless adjudged and verified a Winner pursuant to these Challenge Rules. Further, you agree that by entering a Submission and/or receiving a prize in the Challenge do NOT give rise to or in any way create, either expressly or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between you and any other party. The Organizer, Sponsor, and Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering, you agree to release, indemnify, defend, and hold them harmless in all respects thereto.

ARTICLE 5 – DETERMINATION OF WINNERS

The Winners will be selected from among the Participants who actually:

- Satisfy the Agreement for participation as set forth in the present rules
- Participated in the Challenge session
- Have submitted their Submission within the time specified by the Challenge

The Challenge Jury are solely responsible for determining the correctness and accuracy of Submissions. The Challenge Jury is empowered to adjust for or adjudicate unforeseen events and conditions. Their decisions are final. Scoring and ranking details are provided with the Problem Set.

Organizer and Sponsor may, but without obligation, select more than the stated number of Winners if found to be of exceptional quality in Jury’s sole and absolute discretion. Organizer and Sponsor reserve the right to select fewer than the stated number of Winners due to insufficient eligible and qualified entries/Participants. By way of example only, Sponsor reserves the absolute right in its sole discretion to disqualify as ineligible entries that do not provide (in Sponsor’s sole determination) a credible or feasible use of the solution technologies, appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant.

ARTICLE 6 – PRIZES

For purposes of prize fulfillment, Winners understand and agree that they shall disclose their personal information to Sponsor and/or its Affiliates.

The gained prizes are (i) subject to availability and are non-transferable; and (ii) neither exchangeable nor refundable against their cash value. Sponsor reserves the right, if circumstances so require, to replace the prizes with others, without liability being incurred thereby.

Prizes shall be provided by Sponsor, its Affiliates, and/or its agents at Sponsor's discretion, and the delivery thereof is the sole responsibility of Sponsor. You understand that Sponsor and/or its Affiliates will require you to sign a separate Prize Acceptance Form with separate terms and conditions determined by Sponsor in order to receive a prize. You may elect not to sign the Prize Acceptance Form with the understanding that this may result in forfeiture of a prize. For further information, you may email challenge4IMC@huawei.com.

Winners who receive prizes will be responsible for any taxes or charges incurred in claiming their respective prize. The prize-money amount announced on the Challenge website is after tax amount.

If you are (i) a national or resident of countries or regions such as Crimea, Iran, Syria, Sudan, Cuba, North Korea; (ii) using an account in the above regions, or (iii) limited with the restriction of bank payment, mail service, laws and regulations, or any other prize payment issues, the Sponsor may not be able to provide you with the prizes. **Please read the above terms carefully before entering the Challenge.** The Sponsor shall make the final determination on whether such a restriction applies for any Participant.

Prize-money allocation:

After the results of the Second round are announced, Sponsor will contact with the Team leader of the winning Team for the prize-money payment. The Team leader shall receive the team prize-money (excluding the coach's prize-money) on behalf of the Team.

Prizes-money will be sent to and in the name of the individual bank account designated by the winning Team and informed by the Team leader to the Sponsor.

After receiving the Team prize-money, the Team leader distributes the prize-money to each Team member according to the agreement with them. The Sponsor is not involved in the internal allocation of prize-money among the Team members;

For the winning coaches, the Sponsor will contact with them for the individual prize-money payment.

This is the only way of prize-money allocation.

Prize and souvenir allocation:

For the winning Team who will get prize or souvenir, the Team leader is also responsible to collect the address, zip code and telephone number of each Team member and coach then feedback to the Sponsor. The Sponsor will ship the prize or souvenir to Team leader, team member and coach separately.

If the address of a Winner is unusable (illegible, incomplete, or erroneous), the Winner will lose the profit of its prize.

In addition, the Sponsor cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact the Winner.

No mail will be sent to Participants who did not win.

All Winners are solely responsible for payment of local, state, country or any other taxes if applicable, compliance with reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the prize in their respective jurisdictions.

ARTICLE 7 – COMPENSATION

You hereby agree to waive all your claims regarding compensation against the Sponsor due to your participation in the Challenge.

ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE CHALLENGE

The Sponsor reserves the right to shorten, extend, modify or terminate the Challenge, or a part of the Challenge, as a result of a force majeure event without incurring liability as a result thereof.

In such case, the Sponsor will provide notice thereof to you by any means of its choice (including email and/or publication on the Website), and, if the need arises, will communicate with you for the new rules applicable or the new ending date of the Challenge, as the case may be. You may notify the Sponsor by email that you refuse the new conditions of the Agreement, in which case you will be excluded from participation, which you expressly accept. If no refusal is communicated to the Sponsor within 72 hours, the new conditions of the Agreement will be deemed to have been accepted.

In case of a modification to the Agreement, cancellation or interruption of the Challenge, or a reduction or an extension of its length, the Sponsor shall not shoulder any liability and you will not be entitled to any compensation.

ARTICLE 9 – FRAUD

The Sponsor may cancel all or part of participation in the Challenge if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the Challenge.

In this case, the Sponsor reserves the right not to award prizes to fraudsters, to disqualify the concerned algorithm project and/or to bring actions against the authors of these frauds. The Sponsor shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Sponsor cannot be liable in case of damage, whether material or immaterial, caused during the Challenge and thereafter, to you, to your computing equipment, or to the

data, including consequences which may ensue from it on your personal, professional or commercial activity.

ARTICLE 10 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY

You will receive access to certain proprietary source code, software, APIs, or other copyrighted materials or both, including pictorial, audio, video or audio-visual content or both (“Sponsor Materials”) owned by Sponsor, and must comply with all the requirements associated with such Sponsor Materials.

During the Challenge, you shall only use elements that comply with applicable Policies and Laws. Any third-party elements included in the Submission, including open-source software, must be clearly identified with their version, the terms of the applicable license, and any other details regarding their use. You understand that this information is considered in the assessment for the allocation of a prize. “Open Source License” shall mean any license that: (a) requires the licensor to permit reverse engineering of the licensed software or other software incorporated into, derived from, or distributed with such licensed software, or (b) that requires the licensed software or other software incorporated into, derived from, or distributed with such licensed software (i) be distributed in source code form; or (ii) be distributed at no charge. Open Source Licenses include but not limited to: (a) GNU General Public License (GPL) or Lesser/Library GPL (LGPL), (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards Source License (SISL), (g) the Apache Server license, (h) QT Free Edition License and (i) IBM Public License. “Open Source Software” shall mean any source or object code that is subject to an Open Source License. Upon request by Sponsor and/or its Affiliates, you shall provide Sponsor and/or its Affiliates with a list of any and all of the Open Source Software contained in Submission. You represent and warrant that the above list you provided herein is accurate and exhaustive. Winners shall sign and return all prize acceptance documents as may be required by Sponsor and/or its Affiliates.

The Submission shall not infringe any intellectual property right, trade secrets or images right. You represent and warrant to the Sponsor that your Submission does not infringe in any way any third-party rights, and that you obtained, where necessary, the authorization of any third party.

Under this Agreement, you shall not acquire any full or partial right of any kind on the name and trademark “Huawei” nor on any names and/or brands associated with Huawei, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Huawei, or any of its associated or related companies.

You represent and warrant that you own the rights to submit the Submission and grant a non-exclusive license to Sponsor and its Affiliates. You will be disqualified if Sponsor has any reason to believe that you have violated this Agreement. You should

consult with appropriate advisors or legal counsel if you have any doubt as to whether you meet the requirements of the Agreement.

You grant to Organizer and Sponsor (including Sponsor's Affiliates) a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, store, reproduce, publicly perform, publicly display, and create derivative works from any Submission in whole or in part for the purposes of administering any requirements of the Challenge and growing the sport of competitive programming.

ARTICLE 11 – IMAGE RIGHTS

You may be recorded during the event. By joining the Challenge, you agree to the use and the distribution of your image by the Sponsor, including for promotional events occurring after the Challenge. The production and distribution of films and photographs of the event will not lead to any compensation. You hereby agree and commit to sign any required documents to confirm such authorization.

ARTICLE 12 - CONFIDENTIALITY

You understand and agree that all information disclosed or provided by the Sponsor, and/or its respective Affiliates, including but not limited to the data, algorithms (if any), models (if any), code (if any), and competition questions related to the Challenge that are directly provided or made available for downloading in all phases, the non-public information of the Sponsor, and/or its respective Affiliates of which you become aware, and the information that the Sponsor, and/or its respective Affiliates obtain from any third party and are obliged to keep confidential, shall be confidential information and that you are obliged to maintain the confidentiality of such confidential information. You shall consciously protect the foregoing confidential information, shall not disclose such confidential information, and shall take all necessary confidentiality measures to prevent the disclosure of such confidential information to the public or to any third parties.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

Please refer to the document “Privacy Policy of IMC Challenge Sponsored by Huawei”.

ARTICLE 14 - RESPONSIBILITY

Sponsor reminds you about the characteristics, limitations and risks of the Internet network and accepts no responsibility for any consequences that may occur while they are connected to the event websites and during your participation in the Challenge.

Sponsor shall not be made responsible if you cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to (1) network

overload ; (2) an electric or human error (3) any malicious intervention ; (4) an issue related to a phone line ; (5) an issue related to hardware or software ; (6) a hardware or software malfunction ; (7) a case of emergency ; (8) disruptions that may affect the smooth running of the Challenge.

It is your responsibility to select and acquire necessary material (computer, internet access devices) and access to network services at your own costs, expenses and risks to participate in the Challenge.

It is your responsibility to take appropriate measures to protect your own data and/or software located on your computer equipment, against any violation. Your connection to the event websites and your participation in the Challenge are made under your own sole responsibility. Sponsor shall not be held responsible for any infection by potential viruses on your computer equipment, or of the intrusion of a third party on your system.

Sponsor shall not be held responsible if, for any reason, data related to your registration is illegible or impossible to process.

Sponsor reserves the right to exclude any Participant or person disrupting the Challenge's smooth running. Sponsor reserves the right to use any recourse, including suing anyone suspected of cheating, falsifying, or disrupting the process described in the Agreement, or suspected of trying to accomplish such actions. Any Participant deemed by the Sponsor to have disrupted the Challenge in any of the ways stated above, will be deprived of the right to obtain any prize, and no claim will be accepted consequently.

You remain solely and entirely responsible for the damages caused by yourself or your equipment to goods or people during the Challenge. You will seek to cover your risks on your own insurance and renounce any right to resort to the Sponsor in that respect.

To the maximum extent permitted by law, you agree to release, indemnify, defend and hold harmless ("Release") Sponsor and its parents, Affiliates, subsidiaries and divisions, and its respective directors, officers, employees and agents ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorney's fees) whether or not litigation is commenced (a "Dispute") arising at any time from participation in the Challenge, the entry (in whole or in part), Challenge and/or prize-related activity, including the inability to participate in parts thereof, the delivery, acceptance, use or misuse of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, intellectual property rights, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, delict (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant and/or any other party or entity. Further, to the maximum extent permitted by law, and without limiting the foregoing, you agree to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute

brought by yourself, or other individuals or entities (who may be other than a party to the Agreement) arising from or related to an entry, participation and/or involvement in any other respect in the Challenge, and/or the delivery, acceptance, use, misuse of a prize or any failure with respect thereto. You covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenants not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. If any item or provision contained in the Agreement or any part thereof is declared or becomes unenforceable, invalid, or illegal for any reason, all other terms and provisions of the Agreement shall remain in full force and effect as if the Agreement had been executed without the offending provision appearing therein.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.

ARTICLE 15 – APPLICATION OF THE CONDITIONS AND RULES OF PARTICIPATION

This document is accessible on the event website during the full duration of the Challenge.

Participation in the Challenge implies that you have fully accepted the present regulation without reservation. Participation in the Challenge is strictly personal and you cannot, under any circumstances, be replaced. Any claim related to the Challenge will be barred after the period of 6 (six) months from the deadline for participation stipulated in Article 1.

This Agreement and matters related to the performance and validity thereof shall be construed, interpreted, applied, and governed in all respects in accordance with the laws of China without giving effect to principles of conflicts of law.

All disputes, controversies and differences between Sponsor and you arising out of or related to this Agreement, including any question regarding its existence, validity or termination shall be settled amicably through negotiations in good faith.

In the event that such dispute or controversies cannot be settled amicably through negotiations within a thirty (30)-day period, it shall be adjudicated by a competent court sitting in Longgang District of Shenzhen, China.

The language to be used in the judicial proceedings shall be English.