

MRFX Design Challenge

NXP Semiconductor's Video Contest

OFFICIAL RULES (Revised October 30, 2017)

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH YOUTUBE, YOUKU, or other video host sites.

Please read these rules before entering the MRFX design challenge ("Challenge"). By submitting an entry, you acknowledge that you have read and agree to be bound by these Official Rules and the decisions of NXP, and that you satisfy all eligibility requirements.

SPONSOR: NXP USA, Inc. 6501 William Cannon Drive West, Austin, TX 78735 (referred to herein as "NXP").

ENTRY DATES: The contest entry period begins at 12:01 AM Central Time ("CT") on October 30, 2017 and ends at 11:59 PM CT on January 26, 2018 ("Video Submission Period").

WHO MAY ENTER: Contest is open to persons 18 years or older, except where prohibited. Participants may be individuals or teams made up of two or more eligible persons. In the event a team is an entrant, one person must be designated as the team leader and will be solely responsible for receiving communications from and communicating with NXP. Awarded prizes will be distributed among team members according to the instructions of the team leader. Participants must have legal access to the internet, including YouTube or YouKu. Employees or contractors of NXP and NXP Distributors, and their immediate families (spouse, domestic partner, parent, grandparent, child, grandchild, sibling and their respective spouses, regardless of where they reside, or those living in the same households, whether or not related), NXP and its affiliate companies, subsidiaries, and agencies (including advertising, promotion, creative, media placement, public relations, product placement) (collectively, "Contest Parties") are not eligible to win. The Contest is void wherever else restricted or prohibited by law. Multiple entries are allowed.

CONTEST OBJECTIVE: The objective of the Contest is to make around a three to five minute as a guideline time frame video demonstrating an original RF design using NXP power transistor MRFX1K80H. The video must be in English and in a format that can be uploaded to video streaming websites such as, but not limited to YouTube and YouKu for public viewing.

HOW TO ENTER: During the Video Submission Period, videos (the "Entry") may be submitted via a link to video streaming websites such as YouTube or YouKu. Participants will be required to separately provide contact information to NXP as directed. Participants may be required to register with YouTube or YouKu in order to upload their

videos. All entries must be submitted by 11:59 PM CT on January 26, 2018. Incomplete Entries and/or failure to follow the instructions, procedures and/or these Official Rules shall render that Entry invalid and it will not be considered in the judging of this Contest. Entries will not be returned or acknowledged. For purposes of this Contest, a submission is “received” when the applicable websites’ servers record the submission information and when the link to the video has been provided to NXP. Proof of sending (such as an automated computer receipt confirming submission or “thanks for your submission” screen or message) does not constitute proof of actual receipt of a submission for purposes of this Contest. NXP reserves the right to disqualify or remove any video entry for any reason, in its sole and absolute discretion.

CONTEST REQUIREMENTS: Entries that do not meet the following "Content Guidelines" are subject to disqualification from Contest consideration and/or removal, in NXP’s sole discretion:

- Entries must comply with the Official Rules.
- Entries must be the original work of the contestant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the contestant and/or which are subject to the rights of third parties, the contestant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by NXP in the manner set forth in these Official Rules (including, without limitation, releases signed by a parent or legal guardian for anyone featured who is under the age of majority in his/her place of residence) (collectively, the "Clearances"). By submitting an Entry, contestant warrants and represents that he or she has all rights to the Entry, and any person(s) appearing or identifiable in the Entry consent to the submission and use of the Entry in the Contest.
- Participants cannot (i) upload videos found on the Internet, (ii) use copyrighted music in an Entry, (iii) use trademarks or logos belonging to any third parties in an Entry, or (iv) use any non-NXP RF products or software.

- Entries must not include material that (i) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (ii) is derogatory, designed to harass or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (iii) invades the privacy or publicity rights of any person, living or deceased, or the intellectual property or other rights of any person or entity, (iv) is unlawful, (v) is disparaging to any of the Contest Parties or is inconsistent with the positive images and/or goodwill such parties have worked hard to create and wish to associate with their companies.
- Entries must be produced using non-union (e.g., non-SAG, non-AFT) talent or talent that has not been and is not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Entry.
- Entries must comply with all applicable video streaming websites' terms of service and specifications for video uploads.

Contestants grant NXP the right to post Entries on its website and to make the Entries available to be viewed by anyone with access to the Internet. The Contest Parties shall have no liability for the use or misuse of your Entries by third parties. All Entries may remain on such website in perpetuity or for as long as NXP deems appropriate to archive.

Contestants irrevocably grant to NXP a non-exclusive, sub-licensable, royalty-free, fully-paid license and right to use, publish, distribute, make derivative works from and otherwise exploit the Entry, in any manner and in any medium now known or hereafter devised, throughout the universe in perpetuity. Contestants forever waive and relinquish all so-called "moral rights" now or hereafter recognized. Contestants agree that NXP shall have sole discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry.

Your Entry may not be acknowledged and will not be received or held "in confidence" and your Entry does not create a confidential relationship or obligation of secrecy between you and NXP or any Contest Parties. All Entries submitted become property of NXP and will not be returned or acknowledged.

Contestant has the responsibility to review and understand his/her employer's policies and applicable laws regarding contestant's eligibility to participate in and/or accept any prize in this Contest. If an individual is participating and is in violation of such laws or his/her employer's policies, the individual may be disqualified from this Contest. NXP disclaims any and all liability or responsibility for disputes related to this matter.

JUDGING: Entries will be judged and winners selected as follows:

From January 26, 2018 to February 12, 2018, a panel of judges selected by NXP will review each valid Entry. Each video will be judged and rated on the following criteria: creativity of the

demo, performance of the design, quality of the RF design, the number of video views, and the quality of the video. The judges will select the top 3 Entries based on the judging criteria. The 3 participants selected will be notified on or about February 12, 2018. The top 3 will be asked to provide contact information and may also be required to provide other information necessary to confirm their eligibility and the validity of their Entry. Participants may be required to execute and return documents required by NXP within a time frame specified by NXP. Participants in the top 3 may also be required to provide NXP with another copy of the Entry that can be posted on www.nxp.com/videos. Failure to provide any requested information or another copy of the Entry will result in disqualification. NXP reserves the right to terminate the Contest without awarding any prizes, or modify the number of Entries selected, if, in its sole discretion, it does not receive enough valid Entries of sufficient quality.

ODDS OF WINNING: The odds of winning depend upon the number of eligible entries received.

PRIZES: First Prize is \$3,000 (USD) with 15 MRFX1K80H samples; bio and video featured on NXP website, Second Prize is \$1,000 (USD) with 10 MRFX1K80H samples and the Third Prize is \$500 (USD) with 10 MRFX1K80H samples. All accepted videos will be posted on www.nxp.com/videos

Only the prizes specified will be awarded. Prizes are non-transferable. All applicable taxes and usage charges on prizes are the sole responsibility of the winner. If required by law, NXP or its agents shall require payment from winner of taxes to be remitted to the appropriate taxing authorities. NXP expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded.

CLAIMING PRIZE: Winners will be notified by email. As a condition of winning the prize, winners may be required to complete, sign and return an affidavit of eligibility and liability and publicity release, where permitted by law, and any other applicable forms required by a taxing authority, within 14 days of receipt of prize notification or prize will be forfeited and an alternate winner selected. If any notification or any prize is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return his/her prize. Any unclaimed prizes will be awarded to the next runner-up video submission. By accepting prizes, participants consent to NXP's use of their name, photograph and/or likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law. Upon delivery to the winner's address, NXP will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize.

ADDITIONAL CONDITIONS: This Contest is void where prohibited by law. These Rules cannot be modified or superseded except by NXP, in its sole discretion. By participating participants agree to abide by and be bound by these Official Rules and the decisions of the judges and voting, which shall be final and binding with respect to all issues relating to this Contest. NXP reserves the right to correct any typographical, printing, computer programming or operator errors. NXP is not responsible for problems uploading or downloading any Contest-related information or materials from the website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry to be received by NXP on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit a contestant's ability to participate in this Contest. NXP is not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing or viewing/voting/rating/judging of Entries, the announcement of prizes or in any Contest-related materials. NXP reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the Entry process or the operation of this Contest or website, intending to annoy, abuse, threaten or harass any other contestant, NXP or any of its representatives or to otherwise be acting in violation of these Official Rules and void all associated Entries. **CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AFFILIATES RESERVE THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

SUSPENSION / MODIFICATION / TERMINATION: If NXP is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or provincial or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within its control (each a "Force Majeure" event or occurrence), NXP shall have the right to modify, suspend or terminate the Contest. NXP reserves the right to modify, suspend or terminate the Contest without notice or by posting a notice on its website, in its sole and absolute discretion, if it is determined that the Contest is technically impaired or corrupted or fraud or technical problems, failures or malfunctions or any Force Majeure event(s) has destroyed or severely undermined or impaired the integrity and/or feasibility of the Contest.

REPRESENTATIONS AND WARRANTIES: Each contestant represents and warrants that he or she has read, understands and will adhere to these Official Contest Rules. Each contestant

further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Contest Rules and no consent of any third parties is required to grant the rights hereunder.

RELEASES / INDEMNITIES: By entering the Contest, participants agree to release and hold harmless the Contest Parties from any and all third party claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, during the filming/production of video, or acceptance or use of any prize, the administration of the Contest, the operation of the website, the NXP's use of any of the rights granted herein or any breach by contestant of any representation, warranty or covenant made by such contestant in connection with the Entry. NXP assumes no responsibility for the conduct of any participant or the responses of anyone appearing in any Entry.

PRIVACY: By participating in this Contest, participants agree to NXP's use of their personal information for both online and offline direct marketing purposes.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Contest, participant agrees that (1) any and all disputes and causes of action arising out of or connected in any way with this Contest, or any prizes awarded, will be resolved individually, without resort to any form of class action; (2) the parties shall use their best efforts to settle the dispute, claim, question, or disagreement, through good faith consultation and negotiation with each other, recognizing their mutual interests and attempting to reach a just and equitable solution satisfactory to both parties; (3) if the parties do not reach such resolution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be exclusively settled by final and binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and held at mutually agreed location (4) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (5) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a participant be permitted to obtain awards for, and participants waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and NXP in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, USA without regard to Texas choice of law rules.

WINNER'S LIST: If you would like a list of winners, please send a self-addressed stamped envelope to: NXP Semiconductors, 6501 William Cannon Drive West, MD: MB410, Austin, TX 78735 after February 5, 2018 and before February 28, 2018.

OFFICIAL RULES: If you would like a copy of these Official Rules, please send a self-addressed stamped envelope to: NXP Semiconductors, 6501 William Cannon Drive West, MD: MB410, Austin, TX 78735. Vermont residents may omit the return postage. Requests received after the close of the Video Submission Period will not be honored.