



## **NXP CUP - Build intelligent robots on wheels**

### **TERMS AND CONDITIONS OF PARTICIPATION (“the Agreement”)**

#### **1. Organizer:**

The NXP CUP EMEA 2023/2024 Challenge (the “Challenge”) is organized by NXP Semiconductors Germany GmbH, Troplowitzstrasse 20, 22529 Hamburg, Germany (“NXP”).

#### **2. General Information:**

From October 14<sup>th</sup>, 2024 students must register for the Challenge and need to participate in one of the qualification events in order to be eligible for Prizes. For further information on Prizes please refer to Chapter 7 – Prize of the Winning Team.

NXP will not accept responsibility for registration entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, network, server, computer hardware or software failure of any kind.

#### **3. Participation:**

In order to participate in the Challenge, it is necessary to register for the Challenge via the registration tool provided by NXP and submit the displayed participation form. Participation is only possible within the registration period. Registrations received after the registration period will not be accepted. By submitting an entry, participants expressly accept and agree to be bound by this Agreement. Participants under the age of 18 years must provide written consent from their parent(s) or legal guardian(s) before registering for the Challenge. The parent(s) or legal guardian(s) of participants under the age 18 years agree to this Agreement on behalf of the participant.

By registering, the participant confirms that he or she is eligible to do so and eligible to claim the Prize. NXP may require a participant to provide proof that he or she is eligible to enter the Challenge.

#### **4. Registration period:**

The registration period starts on October 14<sup>th</sup> 2023 and ends on January 15<sup>th</sup> 2024.

#### **5. Additional conditions of participation**

Participants who have reached the minimum age of 14 years and have a residence in the country in which they are registered for school or university are eligible to participate. Coordinators have a minimum age of 18 years.

Participants must join Teams prior to registering. A Team consists of at least 1 (one) and a maximum 3 (three) participants as well as at least 1 (one) coordinator (e.g. a professor) (the “Team”). The coordinator can be a Team member if no university professor is associated with the team.

The common applicant is responsible for the correctness of the information provided and ensures that he/she has been authorized by the individual participants to disclose the information necessary to register for the Challenge.



Employees of NXP and affiliated companies involved in the conception and implementation of the Challenge and their relatives are unfortunately excluded from participating in the Challenge.

For further details about eligibility please visit the [NXP CUP Community](#) for the NXP Cup EMEA 2023/2024 Rules.

## **6. Exclusion of the Challenge**

NXP reserves the right to exclude, or refuse to award the Prize to any participant and/or Team in violation of this Agreement. Participants and/or Teams using unauthorized aids or otherwise obtain advantages through manipulation are subject to exclusion at NXP's discretion. If necessary, the EMEA Champions title incl. the Prize can be subsequently revoked and reclaimed.

## **7. Prize, notification and transmission of the Prize**

**The following Prizes will be awarded:**

Prize for the Winning Team (the "NXP EMEA Champions Team")

The winning Team of the NXP CUP will be rewarded a 3000 Euro cash prize (in total for the whole Team). The NXP Cup EMEA Champions Team will be announced at the NXP Cup EMEA Finals scheduled for April or May 2024 (exact date will be communicated via the NXP Cup EMEA Community at [www.nxp.com/nxpcup](http://www.nxp.com/nxpcup)). The Prize will be paid to a specific bank account to be provided to NXP by the NXP Cup EMEA Champions Team, sharing procedure of the cash reward is up to the NXP Cup EMEA Champion Team members. During the Final event the NXP EMEA Champions Team will be requested to share the bank details needed for the transaction. Afterwards the cash reward will be paid via bank transfer.

The Prize will be exclusively offered to the NXP Cup EMEA Champions Team.

If the NXP Cup EMEA Champions Team does not accept the Prize, the 2nd runner up Team (or 3<sup>rd</sup>, or 4<sup>th</sup>, etc.) is offered the Prize (same conditions as for the originally qualified Team apply).

Additional Prizes will be determined and communicated via the Newsletter and Community website. Additional terms and conditions with regards to further prizes may apply.

## **8. Data Protection**

NXP takes the protection of participants personal data very seriously and treats personal data confidentially and in accordance with the statutory data protection regulations and NXP's Privacy Policy.

Personal data is collected and processed in accordance with the NXP CUP EMEA Challenge 2023/2024 privacy amendment. Detailed information about the amendment can be found at [NXP CUP Community](#). We strongly recommend you read this privacy statement.



## **9. Warranty and Liability**

To the fullest extent permitted by law, NXP will not in any circumstances be liable for any damages, losses or expenses arising in connection with the participation in the Challenge and/or as a result of taking up the Prize unless such damages, losses or expenses are caused by NXP its representatives or its vicarious agents intentionally or grossly negligent or caused by the violation of essential contractual obligations (obligation the proper fulfillment of which constitutes a condition sine qua non and on the fulfillment of which the participant regularly relies and may rely). The liability for damages arising from injury to life, body and health remain unaffected. NXP's liability for damages resulting from the breach of essential contractual obligations, however, shall be limited to the reimbursement of the foreseeable, typically occurring damages, except in the case of willful intent or gross negligence or due to injury to life, body and health.

NXP cannot be held accountable for travel cancellations due to lack of visa authorization or travel disruption. Cash value will not be provided as replacement of travel disruption or lack of visa authorization.

## **10. Early Cancellation of the Challenge**

NXP reserves the right to cancel, suspend and/or amend and/or modify the Challenge at its sole discretion at any time without prior written notice. NXP makes use of this possibility in particular if due to technical reasons or legal reasons a proper execution of the Challenge cannot be guaranteed. In this case participants are not entitled to the Prize. If such termination is caused by the conduct of a participant, NXP may require that person to compensate for the damage incurred.

## **11. MISCELLANEOUS**

The law of the Federal Republic of Germany applies exclusively. Should any of these conditions be or become invalid, the validity of the remaining conditions shall remain unaffected. NXP reserves the right to update this Agreement from time to time without notice and any updated version will be effective as soon as it is published on the website.

The NXP Privacy Policy, the NXP CUP EMEA Challenge 2023/2024 Privacy Amendment and the NXP EMEA 2023/2024 Rules form and integral part of this Agreement.