

## **2019 FLIR Innovation Challenge Official Rules (the “Official Rules”) and Participation Agreement**

**NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE OR WIN.  
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE  
YOUR CHANCES OF WINNING.**

**PARTICIPATION CONSTITUTES YOUR ACCEPTANCE OF THESE  
OFFICIAL RULES. PLEASE READ CAREFULLY.**

**Challenge Name:** 2019 FLIR Innovation Challenge (the “Challenge”)

**PLEASE VISIT THE FOLLOWING WEBSITE FOR MORE INFORMATION:**

**Challenge Website:** <https://developer.flir.com/innovation-challenge/> (the “Challenge Website”)

### **1. CHALLENGE POSTER & ADMINISTRATOR**

**Poster** (the “Poster”) and **Administrator:** Flir Systems AB, Box 7376, 187 15 Täby, Sweden

The Poster is the sponsor and entity responsible for administering the Challenge. The Poster and the Administrator are the same entity and may be collectively referred to as “we”.

### **2. DATES AND TIMING**

**Challenge Submission Period:** January 14<sup>th</sup>, 2019 (8am CET, UTC+1) through February 13<sup>th</sup>, 2019 (5:00pm CET, UTC+1) (the “Challenge Submission Period”)

**Innovation Challenge Webinar & Technology Briefing:** January 18<sup>th</sup>, 2019 (1pm to 2:30pm CET, UTC+1) (the “Challenge Webinar”)

**Challenge Finalist Selection:** Finalists will be chosen and notified by February 20<sup>th</sup>, 2019 (5:00pm CET, UTC+1) (the “Challenge Finalist Selection Period”)

**Challenge Development Kickoff Meeting:** March 6<sup>th</sup>, 2019 (10am to 12:00pm CET, UTC+1) (the “Development Kickoff”)

**Challenge Development Period:** March 6<sup>th</sup>, 2019 (8:00am CET, UTC+1) through April 12<sup>th</sup>, 2019 (5:00pm CET, UTC+1) (the “Challenge Development Period”)

**Challenge Demo Day:** April 12<sup>th</sup>, 2019 (10am to 5:00pm CET, UTC+1) (the “Challenge Demo Day”)

**Judging Period:** April 12<sup>th</sup>, 2019 (5pm CET, UTC+1) through April 21<sup>st</sup>, 2019 (5:00pm CET, UTC+1) (the “Judging Period”)

**Winners Announced:** On or around April 22<sup>nd</sup>, 2019 (5:00pm CET, UTC+1)

The Administrator will be the official timekeeper for the Challenge.

**In order to participate in the Challenge, each “Participant” (as described below) must agree to these Official Rules. Therefore, please read these Official Rules carefully. You will need to agree to these Official Rules when you register to participate in the Challenge.**

**Participation and, in particular, entry of a Submission (defined below) for the Challenge constitutes acceptance and agreement to these Official Rules. You may not participate in the Challenge, including entering a Submission to the Challenge or being able to receive a prize described in these Official Rules, unless you accept and agree to comply with these Official Rules.**

### **3. ELIGIBILITY**

To be eligible to participate in the Challenge, a Participant must be an incorporated and registered business (AB, Ltd or similar) based in or operating in Sweden. All team members must be of legal age in Sweden as of the date of Submission. To participate, you must register for the Challenge by following the registration and sign-up process designated by Poster. By registration and sign-up to the Challenge, you certify that all corporate approvals on the side of the Participant for entry to the Challenge and acceptance of these rules have been passed and that you are duly authorized to represent the Participant. The term “you” refers to you, the Participant. As a Participant, you are responsible for the compliance by your team members with these Rules, *as if* they had each individually signed up to the Rules.

As a Participant you are responsible for ensuring that your participation in the Challenge (including the participation of any and all of you employees and other team members) complies with any policies your company may have regarding participation in contests of this type. If we have reason to believe at any time that you violate any of those policies, we reserve the right to reject your Submission to the Challenge, prohibit you

from participating in the Challenge or revoke any prize that you may have received in the Challenge. We are not responsible for any disputes arising between you and your employees or other team members.

We reserve the right to assess your eligibility and compliance with these Rules at any point during the Challenge. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance, or if we have reason to believe that you are not complying with the Rules, you may be disqualified, in our sole discretion. Poster's and Administrator's decisions are final and binding in all matters related to the Challenge.

**A. The Challenge IS open to:**

- companies that agree to the following terms and conditions.

**B. The Challenge IS NOT open to:**

- FLIR employees or any individual involved with the design, production, promotion, execution, or distribution of the Challenge, and each member of their immediate family or household\*;
- any Judge (defined below), or company or individual that employs a Judge
- any other individual or organization whose participation in the Challenge would or could create a real or apparent conflict of interest, or whose participation in the Challenge is or could be prohibited by an organizational ethical or conflict of interest policy.

We reserve the right to disqualify any individual or organization at any time in our absolute discretion if we believe that the individual or organization does not meet the eligibility requirements.

\*The members of an individual's immediate family include the individual's spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings. The members of an individual's household include any other person that shares the same residence as the individual for at least three (3) months out of the year.

**4. SUBMISSION REQUIREMENTS**

A. Participants must do the following to participate in the Challenge:

- During the Challenge Submission Period, register for the Challenge and submit an initial Idea on the designated Challenge Website and by clicking the “Register for this Challenge” button. Do not make your initial submission on a level of detail where you do not reveal any confidential information, or provide any detailed descriptions on how your idea, invention, product or service works. Any proprietary Intellectual property rights incorporated, used or reflected in the initial submission, and in software, demo setups etc. produced during this Challenge are retained by each Participant, where however each Participant grants FLIR a non-exclusive, worldwide and royalty free license to use such software, demo setups etc. as presented in the Challenge, for the purposes and duration of the Challenge. By entering the Challenge, each Participant grants to FLIR a first right of refusal to negotiate any further commercial collaboration regarding the commercialization and further development of its submitted solution for the duration of the Challenge and during one (1) year thereafter. Participant may also optionally send a submission video of no more than 5 minutes’ length to introduce its team and their Idea to [cal.loo@flir.com](mailto:cal.loo@flir.com). Participant may enter more than one Idea in the Challenge.
- If selected as a Finalist, participate in the Challenge by delivering:
  - A presentation (maximum 30 minutes) to be delivered in person that describes the solution and the challenge it addresses, the business case for it, how it utilizes FLIR technology or products, and a proposed business model to collaborate with FLIR to take the solution to market.
  - If possible, a working demonstration model that shows how the solution works (ie. a functional prototype or a native smartphone application that integrates with the FLIR ONE).

When submitting their initial Idea, Participants must confirm their acceptance of these Rules. To be eligible, We must receive the Submission prior to the end of the Submission Period. **Submissions that arrive after the end of the Challenge Submission Period will not be considered.** Incomplete, illegible, corrupted, or untimely Submissions are void and will be disqualified. Poster and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible Submissions (including content); lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Proof of sending or submission will not be deemed to be proof of receipt by Poster. Poster will retain physical

possession of all materials submitted with Submissions and will not acknowledge or return any Submission materials. If a dispute arises regarding the identity of the Participant, the Poster and its agencies will be entitled to rely on and hold accountable the authorized account holder of the e-mail address associated with the account used to enter the Challenge. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential Challenge winner may be required to show proof of being the authorized account holder.

#### B. Language Requirements

All Submission materials must be in English or, if the Submission materials are not in English, the Participant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.

#### C. Solution or Application Requirements

(i) **What to Create:** Participants chosen as Finalists must create either a working demonstration model that includes features having to do with thermal imaging (each an “Application”) or a concept video showing what the working solution will do.

(ii) **Categories:** Finalists’ Submissions may include features and functionality related to one or more categories described below (the “Categories”). At the time of submission Participants will be able to select an applicable category that best describes the features and functionality of the Application. At any time, and at its sole discretion, the Poster will have the ability to re-assign a submitted Submission from one Category to another. The Categories are:

- **The Connected Industry.** Solutions or applications that integrate thermal imaging and/or sensing capabilities into applications involving the maintenance and/or repair of mechanical and electro-mechanical equipment.
- **The Connected First Responder.** Solutions or applications that integrate thermal imaging and/or sensing to improve the safety, effectiveness, and efficiency of first responders such as fire fighters, police officers, and emergency medical service service (EMS) providers.
- **Do-It-Yourself Home Repair and Energy Efficiency.** Solutions or applications designed for use by DIY Homeowners to build, maintain or repair things in residential dwellings (including improving energy efficiency) through the use of thermal imaging without professional

- training.
- **The Digital Utility.** Solutions or applications that improves the effectiveness or efficiency of energy infrastructure operations (ie. production, management, delivery).

(iii) **Functionality:** The functional model of the Solution or Application must be capable of being successfully demonstrated for the Judges on April 12<sup>th</sup>, 2019 at THINGS in Stockholm. If not possible given time constraints, a brief video showing what the solution will do can be showed instead.

(iv) **Testing:** The Participant must make the Solution or Application available free of charge and without any restriction, for testing, evaluation and use by the Poster, Administrator and Judges during the Challenge and until the Judging Period ends.

(v) **SDKs, APIs, & Data:** Applications may integrate SDKs, APIs and data, provided the Participant is authorized to use them, including use for the purpose of the Challenge as contemplated herein.

(vi) **Intellectual Property:** Your Submission must: (a) be your (or your team or Organization's) original work product and make use of any third party intellectual property or materials in a manner that permits (without any fees payable by the Poster or its agencies) both your use and submission, use in connection with the Challenge, and use by the Poster and Administrator in accordance with these rules, terms, and conditions; (b) be solely owned by you with no other person or entity having any right or interest in it, or provided in a manner, for which you can provide verifiable written evidence of a license or permission, that permits (without any fees payable by the Psiter or its agencies) both your use and submission, use in connection with the Challenge, and use by the Poster and Administrator in accordance with these rules, terms, and conditions; and (c) not violate, misappropriate, or infringe the intellectual property rights or other rights including but not limited to copyright, trademark, patent, trade secret, contract, and/or privacy rights, of any other person or entity. A Participant may submit a Submission that includes the use of open source software or hardware, provided the Participant complies with applicable open source licenses and, as part of the Submission, creates software that enhances and builds upon the features and functionality included in the underlying open source product. *By entering the Challenge participant represents, warrants, and agrees that their Submission meets these requirements.*

Initial Submissions for the challenge should be submitted at a level of detail where Participant does not reveal any confidential information or provide detailed descriptions of how their idea, invention, product, or service works. Intellectual property rights for the initial submission (concept, software, demo setups etc.)

produced during this Challenge are retained by each Participant; however Participants that are chosen to participate in the Challenge as Finalists agree to grant FLIR an irrevocable and perpetual, royalty-free, worldwide license, in all media (now known or later developed) to (a) use, review, assess, test, and otherwise analyze your Submission and all its content, and (b) use, copy, make available, modify and license any IPR incorporated in or otherwise necessary for the evaluation and commercialisation of your Submission and all its content in connection with the Challenge, including in any marketing for the Challenge.. By agreeing to participate in the Challenge, Participant agrees to offer FLIR the first right of refusal to negotiate any further commercial collaboration regarding the further development and commercialization of their submitted solution as described in section 4 A.

## **5. RIGHTS TO EACH SUBMISSION**

**A. Participant Rights:** Subject to the licenses described below, any available rights of ownership to a Submission will remain, as between a Participant and Poster (and Administrator) with the Participant.

**B. Poster Rights:** By submitting a Submission into the Challenge, you grant to the Poster the right, without limitation, to display the Submission online and in any media now known or hereinafter developed. Further, you agree to grant to the Poster an irrevocable and perpetual, royalty-free, worldwide license, in all media (now known or later developed) to (a) use, review, assess, test, and otherwise analyze your Submission and all its content, and (b) use, copy, make available, modify and license any IPR incorporated in or otherwise necessary for the evaluation and commercialisation of your Submission and all its content in connection with the Challenge, including in any marketing for the Challenge. The Submission including the use, copying, distribution, dissemination, modification and licensing thereof must not infringe any third party IPR. By participating in the Challenge, you agree to sign all documentation that may be required for us and our designees to make use of the rights granted herein, if necessary.

**C. Submission Display:** In addition to the foregoing, Participant acknowledges and agrees that the following Submission components may be displayed to the public: name, description, images, video URL, website, URL, team members (username only), the Submission category and platform, and submitter type. Other Submission materials may be viewed by the Poster, and Judges for screening and evaluation.

**D.** Participants represent and warrant that the Poster, and partners are free to use without claim, lien, or encumbrance Participants' Submission in the manner described above, as provided or as modified by Administrator without obtaining

permission or license from any third party and without any owing or paying any compensation to Participants.

**E.** To the extent Poster provides to Participant any software, information, or other materials, such software, information, or other materials are provided on a limited, non-exclusive, and revocable basis for Participant to use only in connection with the Challenge. All other rights, licenses, or permissions are reserved by Poster.

**F.** Participant understands that Poster cannot control the information disclosed to Poster or our representatives in the course of participating in the Challenge, or what we or our representatives will remember about your Submission. Participant also understands that we will not restrict work assignments of representatives who have had access to your Submission. By participating in the Challenge, Participant agrees that Poster may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you.

**G.** Participant understands that they will not receive any compensation or credit from Poster for use of the Submission in connection with this Challenge. This provision does not limit any compensation Participant may receive through Poster or related third parties as a result of use or marketing or profiting from the application beyond this Challenge or as provided in these Rules. Poster is not responsible for any unauthorized use of the Submission by those accessing or viewing your Submission.

**H.** Please note that after the Challenge the Participant and/or their Submission (or parts thereof) may be publicized in advertisements related to the Challenge. These advertisements may be distributed online and posted on Poster's site or third-party websites.

**I.** While Poster reserves the rights set forth above, the Poster is not obligated to use the Submission for any purpose, even if it has been selected as a winning Submission.

**J.** Nothing in these Rules shall be interpreted as granting the Participant permission to use or display any of the Poster's trademarks (including any logo or brand) or rights in any Poster technologies or IP. Moreover, nothing shall permit Participant to promote their participation or involvement in the Challenge without Poster's prior written consent.

## **6. JUDGING**

**A. Judges:** Eligible Submissions will be evaluated by a panel of judges selected



by the Poster (the “Judges”). Judges may be employees of the Poster or external, may or may not be listed individually on the Challenge Website, and may change before or during the Judging Period. The Judges will screen all Submissions to select the Finalists, and they will also review all final Solutions/Applications to determine the winner of the Challenge.

- B. Criteria:** The Judges will score eligible Submissions using the following criteria (the “Judging Criteria”):
- I. How effectively the idea/solution addresses issues related to one of the four identified scenarios using FLIR technologies or products to increase the value of the solution for the user
  - II. How technically feasible the solution would be to create and produce
  - III. How unique the idea/solution is and how it helps promote the usage of FLIR technologies or products
  - IV. How much short and long term revenue potential the idea represents and how feasible the proposed business model would be to implement
  - V. How much potential exists for the participant to scale the solution together with FLIR (ie. is the applicant prepared to grow with large scale rollout if required).

## **7. PRIZES**

The prize for the Innovation Challenge is the offer of an opportunity to work directly with FLIR in a joint Proof of Concept with a pilot budget of up to SEK 250,000. Additionally, if there is a strong business case and opportunity for the solution, winners may get the opportunity to develop and scale the solution and take it to market together with FLIR.

## **8. VERIFICATION OF POTENTIAL WINNERS**

**A. Verification Requirement:** THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. Prize award is not final until all documentation has been returned and winner has been fully verified by Poster and Administrator. The final decision to designate a winner shall be made by the Poster and/or Administrator in its sole discretion.

**B. Required Forms:** Potential winners will be notified using the email address provided by the Participant or used to enter the Submission. In order to receive a Prize, the potential winner (including all participating team members) will be required to sign and return to the Poster or Administrator, affidavit(s) of eligibility (or a similar verification document) and liability/publicity release(s), and any applicable tax forms (“Required Forms”).

**Deadline for Returning Required Forms and releasing the application to the Poster for testing:** Ten (10) business days after the Required Forms are sent.

**C. Disqualification:** The Poster and/or Administrator may deem a potential winner (or participating team members) ineligible to win if:

(i) the potential winner (the Participant through its due representatives) or any participating member of a Participant team does not respond to multiple emails or fails to sign and return the Required Forms within ten (10) business days of the Required Forms being sent, or responds and rejects the Prize;

(ii) the Submission or the potential winner, or any member of a potential winner's team is disqualified for any other reason.

If a prize is forfeited or if winners are disqualified, at Poster's sole discretion and time permitting, the prize will be considered forfeited and the Poster may select an alternate prize winner from all remaining eligible entries, in Poster's sole discretion; otherwise, the prize will remain the property of Poster and will not be awarded. Only three (3) attempts will be made to award the prize to an alternate winner, after which the prize will remain unawarded.

## **9. PRIZE DISTRIBUTION**

**A. Substitutions & Changes:** Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Poster reserves the right to make equivalent prize substitutions at its sole discretion. Prize cannot be used in conjunction with any other promotion or offer. The Poster will not award a Prize if there are no eligible Submissions entered in the Challenge, or if there are no eligible Participants or Submissions for a specific Prize.

**B. Prize Delivery:** The Poster will contact the winning Participant within 45 days of completion of the Verification process to make arrangements for the planning of the joint proof of concept effort, including plans for use of the pilot budget of up to SEK 250,000. The Poster and Participant will jointly determine if there is an additional opportunity to take the Solution to market together and, if appropriate, make plans to do so.

## **10. SUBMISSION CONDITIONS AND RELEASE**

A. By entering the Challenge, Participant agree(s) to the following:

(i) The relationship between the Participant and the Poster and Administrator is that of independent contractors and is not a confidential, fiduciary, or other

special relationship. The relationship shall not constitute a partnership (*Sw. enkelt bolag*).

(ii) Participant will be bound by and comply with these Official Rules and the decisions of the Poster, Administrator, and/or the Challenge Judges which are binding and final in all matters relating to the Challenge.

(iii) Participant releases, indemnifies, defends and holds harmless the Poster, Administrator, Promotion Entities, and their respective parent, subsidiaries, and affiliated companies, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the “Released Parties”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees), including but not limited to claims, expenses and liabilities caused by negligence, and damages of any kind to persons and property, caused by defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant’s entry, creation of Submission or entry of a Submission, participation in the Challenge, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

(i) any incorrect or inaccurate information, whether caused by the Poster or Administrator’s electronic or printing error, or by any of the equipment or programming associated with or utilized in the Challenge;

(ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Challenge Website;

(iii) unauthorized human intervention in any part of the entry process or the Challenge;

(iv) technical or human error which may occur in the administration of the Challenge or the processing of Submissions;

(v) failure to obtain a necessary third party license, consent, or permission to any aspect of a Submission; or

(vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Challenge or receipt or use or misuse of any Prize.

The Released Parties are also not responsible or liable for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Participants (and Participant's failure to provide updated contact information). Proof of sending or submitting will not be deemed to be proof of receipt by the Poster or Administrator.

If for any reason any Participant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit its Submission. Such request must be made promptly after the Participant knows or should have known there was a problem, and will be determined at the sole discretion of the Poster.

## **11. DATA PRIVACY, PUBLICITY AND INTELLECTUAL PROPERTY**

The Poster and the Administrator may process the personal information about your team members for the purpose of administrating the Challenge, announcing the winners and promoting the results. Such personal information will include your company name and phone number, name and first name of a contact person, email address, country of residence and any other information as provided on a voluntary basis (such as a short video of the proposed solution), as collected or obtained from the registration or Submission process or from participation in the Challenge. The legal basis of the processing is our legitimate interest to organize and promote this Challenge. The personal data will be transferred outside the EEA. The registration form and personal information it contains is kept for one year, after which it will be deleted. All Participants and team members have the right to request access to the personal information kept by the Poster, the right to request rectification or deletion of the personal information, the right to request restriction of processing and the right to object the processing within the limitations set out in and according to applicable data protection legislation. You may also file a complaint at the Swedish Data Protection Authority.

By participating in the Challenge you and your team members consent to the use of their names and photos by the Poster, Administrator, and third parties acting on their behalf for advertising purposes if you are the winner of the Challenge. Authorized use includes advertising and promotional purposes. It may be used in any existing or newly created media, worldwide without further payment or

consideration or right of review, unless prohibited by law. The duration of such consent is for a period of three years following the conclusion of the Challenge.

By participating in the Challenge you undertake to inform your team members about the contents of this provision.

**Warranty.** By entering the Challenge, you warrant and represent that the Submission submitted by you is your own original work created by you or a work that you have obtained lawfully and/or via a valid license sufficient for the purposes of the Challenge, has not been previously published, has not won a previous prize or award, that you own or otherwise control all of the requisite rights to the Submission for the purposes of the Challenge and the Submission submitted by you (including, without limitation, the rights in any photographs, sound recordings, and any content included in the Submission) and that the Submission (including the use contemplated for the purposes of the Challenge) submitted by you does not violate any law, regulation or any right of any third-party, including but not limited to rights of copyright, trademark, publicity and/or privacy. Please understand that submitting a Submission containing elements that are copyrighted by another individual or entity, or otherwise subject to the rights of another individual or entity, will make you responsible for any legal action the legal rights holder might take against you, the Poster or the Administrator. Likewise, you agree to indemnify Poster against any claims made by individuals or entities claiming rights in the Submission that may contest Poster's right to use the Submission in accordance with the terms of these Rules.

**License.** Please note that you will retain ownership over your Submission; however, as part of your participation, you agree to grant Poster a license in accordance with the terms and conditions of this provision and elsewhere in these Official Rules. By submitting a Submission into the Challenge, you grant to the Poster the right, without limitation, to display the Submission online and in any media now known or hereinafter developed. Further, you agree to grant to the Poster an irrevocable and perpetual, royalty-free, worldwide license, in all media (now known or later developed) to (a) use, review, assess, test, and otherwise analyze your Submission and all its content, and (b) use, copy, make available, modify and license any IPR incorporated in or otherwise necessary for the evaluation and commercialisation of your Submission and all its content in connection with the Challenge, including in any marketing for the Challenge. The Submission including the use, copying, distribution, dissemination, modification and licensing thereof must not infringe any third party IPR. By participating in the Challenge, you agree to sign all documentation that may be required for us and our designees to make use of the rights granted herein, if necessary. If

any use by Poster of the submissions causes it to be liable to any third-party, Participant agrees to indemnify Poster and its agents, employees, affiliates, subsidiaries, representative and all related parties from and against any and all damages, costs, judgments and expenses (including reasonable attorney fees) which it incurs as a result of its use of the Submissions.

## **12. GENERAL CONDITIONS**

A. The Challenge is provided by Poster and Administrator without warranty of any kind. Poster and Administrator reserve the right, in their sole discretion, to cancel, suspend and/or modify the Challenge, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control. NOTE: If, due to any technical difficulty or unforeseen interruption, the Challenge Site, and/or any portion of the Challenge is interrupted, Poster may (or may not) extend the designated deadlines, judging, or review periods, in Poster's sole discretion. If any extension of time is approved, Poster will notify Participants and will update these Official Rules accordingly and all Participants will be bound to the updated Official Rules as they are posted on the last day of judging.

B. Poster and Administrator reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Challenge. Further, Poster and Administrator reserve the right in their sole discretion to disqualify any individual or Participant it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Challenge, or a violation of any applicable law or regulation. If Poster or Administrator requires any assistance in order to assess a Participant's compliance, Participant must promptly provide that assistance. If Participant does not provide the requested assistance, Participant may be disqualified.

C. Any attempt by any person to undermine the proper conduct of the Challenge may be a violation of criminal and civil law. Should Poster or Administrator suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring a Participant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.

D. If there is any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Challenge materials, including but not limited to the Challenge Submission form, Challenge Website, advertising (including but not limited to television, print, radio or online ads), these terms and conditions of the Official Rules shall prevail.

E. These Official Rules will be in force for three (3) years following the start of the Challenge Submission Period. Upon termination or expiration of these Official Rules, any right to use the Poster information or materials will immediately cease, and Participant must return to Poster or destroy or delete all other copies of or notes on, the Poster information or materials (in any and all forms or media). The terms and conditions of the Official Rules are also subject to change at any time, including the rights or obligations of the Participant, the Poster and the Administrator. In order to make effective such change, the Poster and/or Administrator will post the terms and conditions of the amended Official Rules on the Challenge Website and also provide notice of such change to the designated email address of each Participant. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.

F. The Poster or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to a Participant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Poster's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

G. Excluding Submissions (the rights to which are addressed above), all intellectual property related to this Challenge, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Poster and/or Administrator. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Poster or Administrator intellectual property shall be solely to the extent provided for in these Official Rules.

### **13. LIMITATIONS OF LIABILITY**

PARTICIPANT AGREES THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO PARTICIPATION IN THE CHALLENGE OR THE USE OF ANY MATERIALS OF THE RELEASED PARTIES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE

RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **14. DISPUTES**

A. Participation in the Challenge constitutes Participant's full and unconditional agreement to these Official Rules. By entering, a Participant agrees that all decisions related to the Challenge that are made pursuant to these Official Rules are final and binding, and that all such decisions are at the sole discretion of the Poster and/or Administrator.

B. Participants agree that, to the fullest extent permitted by law:

(i) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any Prizes awarded, other than those concerning the administration of the Challenge or the determination of winners, shall be resolved individually, without resort to any form of class action;

(ii) any and all disputes, claims and causes of action arising out of or connected with this Challenge or any Prizes awarded, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.; and

(iii) under no circumstances will Participants be entitled to, and Participants hereby waives all rights to claim, any indirect, punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased.

**SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

B. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participants and the Poster in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of Sweden, without giving effect to any choice of law or conflict of law rules (whether of Sweden or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Sweden.



## **15. CONTACT**

If you have any questions or comments, or wish to send us any notice regarding this Challenge, please email the Poster at [cal.loo@flir.com](mailto:cal.loo@flir.com).