

Terms & Conditions

Path to Programmable Training Program

These are the terms and conditions which govern the Path to Programmable training program. This training program requires participants to apply for selection, go through a Syllabus and to attempt to build a project using the knowledge they garnered from running through their training. Participants will be required to meet the Conditions for Participation. Every trainee will be required to go through the learning modules and document their process via writing and/or video. All requirements and program graduation awards are listed below. No other gifts or prizes are offered.

1. The Principal terms of the Training Program:

- 1.1. The following words and phrases are used in these terms and conditions and have the meanings given to them below.
 - a. **Program:** Path to Programmable (or the Training) Key dates:
 - **Applications Open:** 26th July 2018
 - **Applications Close:** 27th August 2018
 - **Trainees Selected:** 1 September 2018
 - **Training Begins:** 7 September 2018
 - **Training Ends:** 21 October 2018
 - **Project Building Begins:** 28 October 2018
 - **Project Building Ends:** 14 January 2019
 - b. **Graduation Awards (or 'Awards'):**
 - Designing with Xilinx® FPGAs: Using Vivado book
 - FLUKE 3000 FC – Wireless Digital Multimeter
 - Pro's Kit Electronic Tool Kit
 - c. **Additional Prizes:** none
 - d. **Program Site:** <https://www.element14.com/pathtoprogrammable>
 - e. **Site or element14 Community:** <https://www.element14.com>
 - f. **Mentors:** TBD
- 1.2. **Organiser:** Premier Farnell Limited (registered in England and Wales under company number 876412) whose registered office is at Farnell House, Forge Lane, Leeds, UK
- 1.3. **Conditions for Qualification:** in addition to meeting the requirements of these terms, all persons applying to take part in the Program (each one an Applicant) must:
 - 1.4. Complete and submit the registration form (Registration Form) on the Program Site
 - 1.5. **Maximum number of Trainees:** 5
 - 1.6. **Conditions for Participation:** in addition to meeting the requirements of these terms, all persons chosen as Official Trainees to take part in and participating in the Program (each one a trainee) must:
 - 1.7. Complete the Syllabus, which includes going through two (2) training modules, with accompanying training videos and lab exercises
 - 1.8. Build a project utilizing the provided MiniZed™
 - 1.9. Post to the Program Site blogs on the progress of their training via blogs or video blogs not less frequently than **once per week** during the Program Period. One or two weekly omissions are permissible as long as the total number of Blogs is at least 10.

- 1.10. Ensure the Blogs meet the requirements of these Terms and all terms of access and use applicable to the Site.
- 1.11. **Sponsor:** Xilinx and Avnet
- 1.12. **Terms:** these terms and conditions which govern the Competition and to which the Organiser reserves the right to make changes from time to time and the latest version of these Terms from time to time will be posted to the Site.

2. Eligibility

- 2.1. Save as set out in these Terms, the Program is open to any natural or legal person, firm or company or group of natural persons or unincorporated body.
- 2.2. All Applicants must be aged at least 18 at the time of their application.
- 2.3. Applicants must not enter the Program if doing so or taking part may:
- 2.4. cause the Organiser and/or themselves to be in breach of any agreement (including but not limited to any contract of employment) to which they are a party or in breach of any law, regulation or rule having the force of law to which the Organiser or the Applicant may be subject or any policy of the Organiser or the Sponsor;
- 2.5. Require the Organiser to obtain any licence, authorisation or permission to deal with the Applicant; or
- 2.6. Be in breach of any policy or practice of their employer. Some employers prohibit or restrict their employees from taking part in competitions such as these or receiving prizes under them and the Organiser respects those policies and practices.
- 2.7. The Organiser reserves the right to disqualify any Application made in breach of these Terms and to reject any Application which it reasonably believes may be or become in breach. The Organiser reserves the right to require evidence in such form as the Organiser may reasonably require of any Applicant's compliance with any of these Terms and to disqualify any Applicant or Participant who cannot provide such evidence reasonably promptly.
- 2.8. Multiple applications are permitted as long as each is complete, abides by these Terms and represents a discreet Project.
- 2.9. Applications may not be submitted by an agent whether acting on behalf of an undisclosed principal or otherwise.
- 2.10. The Program is NOT open to:
 - a. Any person or entity who is a resident or national of any country which is subject to sanctions, embargoes or national trade restrictions of the United States of America, the European Union or the United Kingdom;
 - b. Any employee, director, member, shareholder (as appropriate) or any of their direct families (parents, siblings, spouse, partner, children) ("Direct Families") of the Organiser and Sponsors; or
 - c. The Judges, Sponsors or any of their Direct Families.

3. Applications

- 3.1. Each Applicant must fully complete and submit a Registration Form by the Application Close.
- 3.2. By submitting a Registration Form, each Applicant:
- 3.3. Authorises the Organiser to use his or her personal data (as defined in the Data Protection Act 1998) for the purposes of running and promoting the Program;
- 3.4. Authorises the Organiser to copy, reproduce and publish their application should they be accepted as a Participant;
- 3.5. Will be deemed to have read, accepted and agree to be bound by these Terms. Applicants are advised to print and keep safe these Terms;

- 3.6. Authorises the Organiser to copy, reproduce and use the Blogs for the purposes of the Program and as otherwise contemplated by these Terms. The Organiser will not be responsible for any inaccuracy, error or omission contained in any reproduction or use of the Program Blogs.
- 3.7. Licenses the Organiser to use the intellectual property in the Project (IP) for the purposes of this Program. As between the Applicant and the Organiser the IP remains owned by the Applicant.
- 3.8. Grants the Organiser the right to use his or her likeness, photographs, logos, trademarks, audio or video recordings without restriction for the purposes of Program or the promotion of it or the Site;
- 3.9. Agrees to participate positively in all publicity surrounding the Program;
- 3.10. Agrees to be responsible for all expenses and costs incurred by him or her in preparing for, entering and participating in the Program (save for any expenses expressly agreed by the Organiser to be borne by it in these Terms);
- 3.11. Confirms that he or she owns all IP used in his or her application or Project or Blogs and indemnifies the Organiser from any claim by a third party that use of any material provided by an Applicant to the Organiser infringes the intellectual property rights of any third party;
- 3.12. Agrees not to act in any way or fail to act in any way or be associated with any cause or group which would have a negative impact on the reputation of the Organiser and/or the Program and/or the Judges.
- 3.13. All applications submitted to this Program must meet the following criteria:
- 3.14. The application must propose a Project which is independently created and novel and/or a novel improvement to an existing design or product;
- 3.15. The Project or any product made based on the proposed Project must not have been offered for sale at any time prior to the end of the Program. If a patent application has been filed in respect of any aspect of a proposed Project, then the contents of that application must not be published or produced at any time during the Program;
- 3.16. Applicants must be the author, creator and owner of the end Project. Applicants must not utilize someone else's idea;
- 3.17. The end Project must be reasonably achievable by the within the time constraints of the Program;
- 3.18. Applications must not include or propose any of the following, the inclusion of which shall render any Project ineligible and any application based on any such Projects shall be null and void:
- 3.19. Projects or designs which relate to socially taboo topics, such as illicit drug use or sexual gratification;
- 3.20. Projects or designs that are or could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organiser and/or the Judges;
- 3.21. Projects or applications in relation to them which if accepted would infringe or breach any of the policies or terms of access or use of the Site.
- 3.22. No Project or Project may contain any of the hazardous substances identified by Article 4 of Directive 2002/95/EC of the European Parliament on the Restrictions on the Use of Substances in Electronic and Electrical Equipment ("the Directive") or the use of such hazardous substances in the in any such Project must not exceed the maximum concentration values set out in the Directive.
- 3.23. A Project must not have been entered into any other competition, unless that competition has closed and the Project did not win an award.

4. Selecting Trainees

- 4.1. Trainees will be selected by the Organiser and Sponsor on the basis of the quality of his or her application and its adherence to these Terms.
- 4.2. The total number of Trainees selected will be at least the minimum number of one (1) and maximum number set out in condition 1 above but the actual number is at the sole discretion of the Organiser and/or the Sponsor, if applicable.
- 4.3. Applications describing the Participants selected for participation will be published on the Program Site.
- 4.4. The Organiser will use all reasonable efforts to announce the Participants within 10 business days the Applications Close.

5. Blogs

- 5.1. A Blog must be written in the English language.
- 5.2. Incomplete, corrupted or incomprehensible Blogs must not be posted. Blogs must not contain content:
 - 5.3. Relating to socially taboo topics, such as illicit drug use or sexual gratification;
 - 5.4. Which is or may be illegal, immoral, discriminatory or offensive as determined by the Organiser, the Sponsor (if applicable) and/or the Judges;
 - 5.5. Which infringes or breaches any of the policies or terms of access or use of the Site.
- 5.6. Trainees are strongly encouraged to post videos, images and other media as part of their Blogs, including for example:
 - 5.7. Images that are legible on screen (640x480 pixel at 72 dpi) (e.g., detailed component level schematic diagrams, photos, flow diagrams, etc.);
 - 5.8. Software routines (if applicable);
 - 5.9. 3D print files or CNC router files (if applicable);
 - 5.10. A list of all components used (including manufacturer's part numbers).
- 5.11. Each Blog (and associated content) must be submitted electronically to the Program Site.
- 5.12. Each Blog must be published under the Applicant's element14.com username.

6. The MiniZed™

- 6.1. The MiniZed™ is provided "as is" and the Organiser (and the Sponsor, if any) make no warranties or representations of any kind with respect thereto. The use of the Kit is entirely at the risk of the Participant.
- 6.2. The MiniZed™ training materials may not be returned and no credit, refunds or cash alternatives are available in respect of the Syllabus items.
- 6.3. The MiniZed™ is provided for the purposes of the Program only and, without prejudice to the generality of 6.1, the use of the MiniZed™ for any other purpose is entirely at the Participant's risk.
- 6.4. In no event will the Organiser or any Sponsor have any Liability to any Participant or any third party for any incidental, special, direct, indirect, or consequential damages resulting from the Applicant's use of the MiniZed™. Subject to condition 10.2, Trainees are wholly responsible for their use of the MiniZed™ and for taking reasonable precautions for ensuring their own safety, in both the assembly and testing of their Projects.

7. Projects

- 7.1. Projects must be submitted electronically to the Program Site by Program end.
- 7.2. Projects must accord with the subject-matter and focus of the training materials provided in the Syllabus.

- 7.3. Projects must comply with all requirements of condition 3.3 and, without limitation, must not:
- a. Infringe or give rise to any claim that they infringe the IP of any third party;
 - b. Include or give rise to any of the following, the inclusion of or reference to which shall render any Project ineligible to take part in this Competition: socially taboo topics, such as illicit drug use or sexual gratification; any material or ideas which could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organiser and/or the Judges;
 - c. Any material or ideas which would infringe or breach any of the policies or terms of access or use of the Site.

8. Graduation Awards

- 8.1. Graduation Award (s) must be accepted within 12 months of the date that the Organiser announces the trainee(s) who completed the Syllabus.
- 8.2. If a Trainee declines or fails to accept an award then the award will be forfeited
- 8.3. All Award(s) will be awarded based on what can be procured and shipped to the Trainee's location at the close of the Program.
- 8.4. All best efforts will be undertaken to provide the prizes outlined.
- 8.5. Substitutes, if required, will be made at the sole discretion of the Organiser.
- 8.6. Any Award(s) are provided "as is" and the Organiser (and the Sponsor, if any) make no warranties or representations of any kind with respect thereto, whether as to quality, condition, use, suitability or otherwise. The Organiser will use reasonable efforts to pass to the winner the benefit of such warranties (if any) as may be available from the supplier or manufacturer of any Award. All further warranties or representations in relation to any award are hereby expressly excluded to the fullest extent permitted at law. Prizes may not be returned and no credit, refunds or cash alternatives are available in respect of any Award.
- 8.7. **Trainees are solely responsible for all national, federal, state and local taxes, duties or other charges payable in relation to any award(s).**

9. Liability

- 9.1. The Organiser hereby excludes all and any Liability arising out of the competition or the acceptance, use, quality, condition, suitability or performance of any Award, even where that Liability may arise from the Organiser's negligence.
- 9.2. Nothing in these Terms will affect any Liability of the Organiser for death or personal injury arising from its negligence, for breach of Part II of the Consumer Protection Act 1987 (in the event that any entrant is entitled to claim rights under the Consumer Protection Act 1987) or for any matter in relation to which it would be illegal for the Organiser to exclude or to attempt to exclude its Liability.
- 9.3. Subject to 11.2, neither the Organiser, any parent company nor any subsidiary of the Organiser or such parent company or any of their directors, officers and employees (together referred to in these terms and the 'Associates') makes any guarantee, warranty or representation of any kind, express or implied, with respect to this Competition or the Prizes potentially available under it. Neither the Organiser nor any of its Associates shall be responsible for any Liability that may arise out of or in connection with person's participation in this Competition, the claiming, redemption or value of any prizes under it, the use or enjoyment of such a or any events or circumstances arising out of or in connection with any of them. Any implied warranties of condition, merchantability or

suitability or fitness for purpose of any of them are hereby expressly excluded. Wherever used in these Terms, 'Liability' shall mean any and all costs, expenses, claims, damages, actions, proceedings, demands, losses and other liabilities (including legal fees and costs on a full indemnity basis) arising directly or indirectly out of or in connection with the matter concerned.

10. General

- 10.1. The Program is organised and sponsored by the Organiser. The Organiser reserves the right to delegate all or any of its powers, rights and obligations arising in relation to the Program to any Associate and certain such rights and powers are assumed by the Organiser on behalf of itself and each Associate. Reference to "Organiser" shall be deemed to include reference to each Associate.
- 10.2. The Program may be terminated at any time if there are, in the sole opinion of the Organiser, an insufficient number of entries, or if the Applications are not of an appropriate standard for a competition of this nature. The Organiser has the right to cancel or suspend the Program at any time due to circumstances outside its reasonable control.
- 10.3. The Organiser shall have the sole discretion to disqualify (without correspondence or right of appeal) any Applicant it considers to be adversely affecting the process or the operation of the Program or to be in breach of these Terms or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other Applicant or Participant.
- 10.4. The Organiser has the right to amend or add to these Terms from time to time. Revised Terms and Conditions will be posted on the Competition Site and it is a condition of entry to the Program that Applicants and Trainees agree to comply with these Terms and, if appropriate, such Terms as amended from time to time.
- 10.5. Headings are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.
- 10.6. These Terms and the operation of the Program shall be governed by and construed in accordance with English Law and any claim or matter arising under these Terms shall be subject to the exclusive jurisdiction of the English courts.