

Terms and Conditions

Connected Cloud with Cypress® Challenge

These are the terms and conditions which govern element14's Connected Cloud with Cypress® Design Challenge. This Contest offers Challengers the opportunity to use **either the Cypress PSoC 6 WiFi-BT Pioneer Kit** (CY8CKIT-062-WIFI-BT) or the **PSoC 6 WiFi-BT Prototyping Kit** (CY8CPROTO-062-4343W) to connect to **AWS IoT** cloud services and turn their ideas into reality. Selected challengers will also be given **\$25 in AWS credits** to build and blog their project. All prizes are listed below. No other prizes are offered.

1. The Principal terms of the Contest:

1.1. The following words and phrases are used in these terms and conditions and have the meanings given to them below.

1.1.1. **Contest:** Connected Cloud with Cypress®

1.1.2. **Key Dates:**

- **Applications Open:** 27 January 2020
- **Applications Close:** 2 March 2020
- **Challengers announced:** 18 March 2020
- **Deadline to Submit Projects:** 11:59PM USA Central Time 11 May 2020
- **Winners Announced:** May 2020
- **Prizes Shipped:** May 2020

1.1.3. **Prizes:**

- **One (1) Grand Prize:** Lulzbot Mini 2 Desktop 3D Printer (or equivalent worth ~\$1480USD) **and** a brand new, next-generation PSoC 6 Dev Kit (to be announced)
- **One (1) Runner-up:** HTC VIVE Pro Virtual Reality System* (or equivalent worth ~\$1050USD) **and** a brand new, next-generation PSoC 6 Dev Kit (to be announced)
- **Finisher Prize:** MultiComp Pro Multimeter Set

1.1.4. **Contest Site:**

<https://www.element14.com/connectedcloud>

<https://www.element14.com/community/community/design-challenges/connected-cloud-challenge-with-cypress-and-aws-iot>

1.1.5. **Site or element14 Community:** <https://www.element14.com/community>

1.1.6. **Judges:** element14, Cypress Semiconductors and Amazon Web Services

1.1.7. **Judging Criteria:** All of the following, which will have equal weighting:

- Challengers must use either of the PSoC 6 + Wi-Fi/Bluetooth Kits described above within their project (CY8CKIT-062-WIFI-BT or CY8CPROTO-062-4343W).
- Challengers must use Amazon Web Services as their Cloud Platform for their project
- Originality
- Innovation
- Technical merit
- Meeting the goals and intentions of the challenge as set forth in these terms
- Completeness and clarity of blog and supporting media describing the evolution and completion of the project

1.1.8. **Organisers(s):** Premier Farnell Limited (registered in England and Wales under company number 876412) whose registered office is at Farnell House, Forge Lane, Leeds, UK and Cypress Semiconductor Corporation whose registered office is in San Jose, California, USA

- 1.1.9. **Conditions for Qualification:** in addition to meeting the requirements of these terms, all persons applying to take part in the Contest (each one an Applicant) must post blogs on the progress of their Project not less frequently than once per week during the Competition Period. A few weekly omissions are permissible, so long as the total number of blogs is at least 10.
- 1.1.1. **Submissions:** any content posted on the site in support of this Contest, for example, but not limited to: documents, blog posts, videos, discussions, comments, etc.
- 1.1.2. **Maximum number of Sponsored Challengers:** 20
- 1.1.3. **Conditions for Participation:** all applicants must meet the requirements of these terms
- 1.1.4. **Terms:** these terms and conditions which govern the Contest and to which the Organisers reserve the right to make changes from time to time. The latest version of these Terms from time to time will be posted to the Site.
- 1.1.5. **Free Kits:** Free PSoC 6 + Wi-Fi/Bluetooth Kits model number CY8CKIT-062-WIFI-BT or CY8CPROTO-062-4343W have been made available to persons who wish to join the contest for use in their projects. These selected countries may be changed at any time at the Organisers's discretion. The number of kits available is limited to a maximum of twenty (20) kits. Contestants are eligible for only one (1) free kit. Along with the free kit, sponsored challengers will also be given \$25USD of credit for Amazon Web Services.

2. Eligibility

- 2.1. Save as set out in these Terms, the Contest 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 Contest if doing so or taking part may:
 - 2.3.1. Cause the Organisers 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 Organisers or the Applicant may be subject or any policy of the Organisers or the Collaborator;
 - 2.3.2. Require the Organisers to obtain any licence, authorisation or permission to deal with the Applicant; or
 - 2.3.3. 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 Organisers respect those policies and practices.
- 2.4. The Organisers reserve the right to disqualify any Application made in breach of these Terms and to reject any Application which they reasonably believes may be or become in breach. The Organisers reserve the right to require evidence in such form as the Organisers 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.
- 2.5. Multiple applications are permitted as long as each is complete, has more than one character delivering appearing in the video content, abides by these Terms and represents a discrete Project.
- 2.6. Applications may not be submitted by an agent whether acting on behalf of an undisclosed principal or otherwise.
- 2.7. The Contest is NOT open to:
 - 2.7.1. 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;

- 2.7.2. Any employee, director, member, shareholder (as appropriate) or any of their direct families (parents, siblings, spouse, partner, children) (“Direct Families”) of the Organisers; or
- 2.7.3. The Judges or any of their Direct Families.

3. Applications

- 3.1. Each Applicant must fully complete and submit weekly blog entries about the progress of their Project during the Competition Period. A few weekly omissions is acceptable, as long as the final number of blogs is at least 10. Instructions can be found at:
<https://www.element14.com/connectedcloud>
- 3.2. By submitting a project blog for runner-up or grand-prize consideration, each Applicant:
 - 3.2.1. Authorises the Organisers to use his or her personal data (as defined in the Data Protection Act 1998) for the purposes of running and promoting the Contest;
 - 3.2.2. Authorises the Organisers to copy, reproduce and publish their submissions;
 - 3.2.3. Will be deemed to have read, accepted and agreed to be bound by these Terms. Applicants are advised to print and keep safe these Terms;
 - 3.2.4. Authorises the Organisers to copy, reproduce and use the submissions for the purposes of the Contest and as otherwise contemplated by these Terms. The Organisers will not be responsible for any inaccuracy, error or omission contained in any reproduction or use of the submissions.
 - 3.2.5. Licenses the Organisers to use the intellectual property in the Project (IP) for the purposes of this Contest. As between the Applicant and the Organisers the IP remains owned by the Applicant.
 - 3.2.6. Grants the Organisers the right to use his or her likeness, photographs, logos, trademarks, audio or video recordings without restriction for the purposes of Contest or the promotion of it or the Site;
 - 3.2.7. Agrees to participate positively in all publicity surrounding the Contest;
 - 3.2.8. Agrees to be responsible for all expenses and costs incurred by him or her in preparing for entering and participating in the Contest (save for any expenses expressly agreed by the Organisers to be borne by it in these Terms);
 - 3.2.9. Confirms that he or she owns all IP used in his or her submissions and indemnifies the Organisers from any claim by a third party that use of any material provided by an Applicant to the Organisers infringes the intellectual property rights of any third party;
 - 3.2.10. 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 Organisers and/or the Contest and/or the Judges.
- 3.3. Applications must not include or propose any of the following, the inclusion of which shall render any Submission ineligible and any application based on any such proposed projects shall be null and void:
 - 3.3.1. Projects or designs which relate to socially taboo topics, such as illicit drug use or sexual gratification;
 - 3.3.2. Projects or designs that are or could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organisers and/or the Judges;
 - 3.3.3. 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.
 - 3.3.4. No Submission 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 any such Project must not exceed the maximum concentration values set out in the Directive.

- 3.3.5. Submissions must not have been entered into any other competition, unless that competition has closed and the project did not win a prize.

4. Submissions

- 4.1. Incomplete, corrupted or incomprehensible Submissions will not be considered.
- 4.2. All Submissions (and associated content) must be submitted electronically to the Contest Site.
- 4.3. All Submissions must be published under the Applicant's element14.com username
- 4.4. Submissions must comply with all requirements of condition 3.3 and, without limitation, must not:
 - 4.4.1. Infringe or give rise to any claim that they infringe the IP of any third party;
 - 4.4.2. 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 Contest:
 - 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 Organisers and/or the Judges;
 - Any material or ideas which would infringe or breach any of the policies or terms of access or use of the Site.
 - 4.4.3. Applicants are required to post a minimum of ten (10) weekly blog posts that include the following:
 - Project documentation: step-by-step guide(s) on how the project was built from start to finish using hi-re images, screenshots, video, and/or text.
 - BOM: list of all component, apps and tools utilized in the creation of the project
 - Code: well-structured, commented code is required, posted in a GitHub repo
 - Block Diagrams: clear block diagrams on how the final system comes together with all components involved

5. Judging and Awarding Prizes

- 5.1. The winner(s) will be selected by the Judges in their absolute discretion based on the Judging Criteria. Winners must meet all eligibility requirements of these Terms. There shall be such number of winners as the Judges shall determine.
- 5.2. The Judges' decision is final and without right of appeal. No correspondence will be entered into. The Judges reserve the right not to select a winner if, in their sole discretion, they do not consider any of the Submissions to merit the Prize.
- 5.3. The Judges and the Organisers will use all reasonable efforts to notify the winner(s) via a blog posted on the Contest Site by the Winners Announcement Date.
- 5.4. Winners agree to take part in all publicity which the Organisers or the Collaborator wish to use to promote the Contest or other competitions with which the Organisers may be connected from time-to-time. Refusal to take part in any other form of publicity will mean that any Prize and title and status of Winner will be forfeited and the Judges may select another winner.
- 5.5. Details of the winners will also be published in the media.
- 5.6. The Organisers reserves the right to award prizes in accordance with condition 7.2.
- 5.7. All best efforts will be undertaken to provide the prizes outlined.
- 5.8. Substitutes, if required, will be made at the sole discretion of the Organisers.

- 5.9. Any Prize(s) are provided "as is" and the Organisers (and the Collaborator, if any) make no warranties or representations of any kind with respect thereto, whether as to quality, condition, use, suitability or otherwise. The Organisers 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 Prize. All further warranties or representations in relation to any prize 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 Prize.
- 5.10. In order to be eligible for receipt of any prizes, winners must complete a feedback survey provided by Cypress on the hardware/software tools used in this Challenge.
- 5.11. **Winners are solely responsible for all national, federal, state and local taxes, duties or other charges payable in relation to any prize(s).**

6. Prizes

- 6.1. Prize(s) must be accepted within two (2) weeks of the date that the Organisers announces the winner(s).
- 6.2. If a winner declines or fails to accept a prize then the prize and title will be forfeited and awarded to the next appropriate Participant as determined by the Organisers.
- 6.3. Prize(s) will only be presented to challengers who have answered a feedback survey provided by Organisers in regards to the hardware and software tools used in this challenge

7. Liability

- 7.1. The Organisers hereby excludes all and any Liability arising out of the Contest or the acceptance, use, quality, condition, suitability or performance of any Prize, even where that Liability may arise from the Organisers's negligence.
- 7.2. Nothing in these Terms will affect any Liability of the Organisers 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 Organisers to exclude or to attempt to exclude its Liability.
- 7.3. Subject to 7.2, neither the Organisers, any parent company nor any subsidiary of the Organisers 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 Contest or the Prizes potentially available under it. Neither the Organisers 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 Contest, the claiming, redemption or value of any prizes under it, the use or enjoyment of such prizes 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.

8. General

- 8.1. The Contest is organised by the Organisers. The Organisers reserves the right to delegate all or any of its powers, rights and obligations arising in relation to the Contest to any Associate and certain such rights and powers are assumed by the Organisers on behalf of itself and each Associate. Reference to "Organisers" shall be deemed to include reference to each Associate.

- 8.2. The Contest may be terminated at any time if there are, in the sole opinion of the Organisers, an insufficient number of entries, or if the Applications are not of an appropriate standard for a Contest of this nature. The Organisers has the right to cancel or suspend the Contest at any time due to circumstances outside its reasonable control.
- 8.3. The Organisers 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 Contest 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.
- 8.4. The Organisers has the right to amend or add to these Terms from time to time. Revised Terms and Conditions will be posted on the Contest Site and it is a condition of entry to the Contest that Applicants agree to comply with these Terms and, if appropriate, such Terms as amended from time to time.
- 8.5. Headings are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.
- 8.6. These Terms and the operation of the Contest 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.
- 8.7. The Organisers, namely Cypress Semiconductor Corporation, withhold the right to market the submitted projects and project blogs in their entirety while giving credit to the original author and linking back to element14