

docomo 5G DX AWARDS Application Terms

docomo 5G DX AWARDS (hereinafter referred to as "this award") is an award that NTT DOCOMO, INC. (hereinafter referred to as "DOCOMO") and NTT DOCOMO Ventures, Inc. (hereinafter referred to as "organizer" along with DOCOMO) hold and recruit software, hardware, documents, and other assets of characteristic technology, product, and service (hereinafter referred to as "assets"). Participants who apply their assets to this award (hereinafter referred to as "applicant") are required to agree with the following terms (hereinafter referred to as "this agreement").

Details of this award including dates and venues will be determined separately on organizer's website and etc.

1. Qualification for Application

To be eligible for the award, the applicant must meet the following criteria as determined by the organizer.

1. The applicant must be a legal entity
2. The applicant must have a valid email address
3. Must be able to submit the information required for registration and entry into this award
4. Must be present on the day of the final selection (details of the schedule to be announced separately)
5. Must be able to communicate with the organizer in Japanese or English

2. Handling of the submitted assets and information

1. The copyright and other intellectual property rights (hereinafter referred to as "property rights") of the presented assets and submitted information (slides and others) (hereinafter referred to as "submitted assets") belongs to the applicant unless otherwise agreed.
2. An applicant must give permission to the organizer the rights (including the rights regulated on article 27 and 28 of the Copyright Law) to publish the assets on each media for promotion of this award and to display it on each event or websites by the organizer or a third party without restrictions of period, region, language, utility form and etc., both in and out of Japan (including but not limited to reproduction, translation, adaptation, making transmittable, public transmitting, and etc.) free of charge.

3. The award-winning company (as defined in application requirements, hereinafter referred to as "winning company") must discuss with DOCOMO when combining winning company's submitted assets with DOCOMO's services together converting into service or product (hereinafter referred to as "service"). Other applicants must comply when DOCOMO asks for consulting for a service.
4. In case DOCOMO determines to convert into a service, based on the consultation of the preceding paragraph, the applicant must consent to the organizer or a third party designated by DOCOMO the rights for using submitted assets for the purpose of service or sales (including the rights to make changes like omitting, to the extent that it is deemed appropriate to do so) and to transfer such rights to a third party.
5. Applicants must not exercise any intellectual property rights (including the copyrights and other personal rights) to the organizer or a third party designated by DOCOMO regarding the use of the submitted assets.
6. The organizer must agree in advance when the applicant sends the service using the submitted assets (including modified versions) to the public or distributes it to a third party.
7. Applicants must agree that the organizer may acquire intellectual property rights, independent from this award, or the process of converting to a service, in case the organizer is considering or implementing the same or similar planning/development as the submitted assets.

3. Selection of the submitted assets

Organizers or the judge designated by the organizer will determine based on application conditions and examination criteria set by the organizer's discretion.

4. Compliance rules for applicants

1. To apply, the applicant must confirm and agree to the application requirements.
2. An applicant must guarantee that submitted assets and information are original and holds all rights related to submitted assets and are not infringing the ownership and intellectual property rights of a third party. (including rights to acquire these rights and apply for registration)
3. An applicant must not disclose or divulge details of this award or confidential information of the organizer or a third party achieved from this award, as well as information related to

submitted assets and deliverable, without the permission of the organizer.

4. In the event that the Sponsor provides applications or other software for this award, the applicant must confirm that the copyright and other intellectual property rights of the software belong to the organizer or to a third party contracted with the organizer, and must use the software to the extent permitted by the organizer.

5. The applicant must comply with the terms and conditions set forth separately in relation to the award venue, equipment, etc., and follow the instructions given by the organizer during this award.

5. Cancellation of application

An applicant or submitted assets falls under any of the followings categories are not eligible to apply for this award. In the event such assets are submitted, the organizer may exclude the relevant assets from the selection of this award without the applicant's consent and cancel the entry. In addition, the award may be canceled and will be asked to return the prize money.

1. If the applicant does not meet the application requirements
2. If the application is incomplete
3. If the applicant does not reply within 7 days to the organizer's notification of incomplete application
4. If the submitted assets are contrary to public order and morality
5. If the applicant or submitted assets violates or may violate the law
6. If the applicant belongs to antisocial forces or those who are equivalent to those or are at risk of being one.
7. If the submitted assets infringe or may infringe the copyright, intellectual property rights, honorary rights, privacy rights, and portrait rights of the organizer or a third party
8. If the applicant submits false information or otherwise made false declarations to the organizer
9. If the applicant interferes with the smooth operation during the process of selection of this award
10. In any other case, the organizer decides inappropriate based on the purpose of this award.

6. Handling personal information

1. The Organizer may use the applicant's personal information acquired from the application

for the following purpose.

- (1) For an advance selection result, informing schedule, and selection of submitted assets for this award
 - (2) For promotion activities of the result for this award (including TV, radio, internet, newspaper, magazine, DVD, and etc.)
 - (3) For the reference of the organizer's future application developing and service improvement
 - (4) For providing the organizer's applicants with the latest information on future application development and to conduct the survey
 - (5) For other purposes equivalent to the above
2. Personal information organizer acquired through this award is determined and managed appropriately based on the above and the organizers "Privacy policy related to customers' personal information"

7. Disclaimer

Participation in this award is at the applicant's own risk.

Any disputes between the applicant and a third party regarding the submitted assets for this award must be settled by the applicants, and the organizer will not take responsibility for such disputes.

The organizer will not be responsible for any damages caused by participating in this award or publishing information by the applicant.

8. Other

This agreement and application requirements are subject to change without notice if the organizer deems it necessary.

The interpretation and operation of this agreement shall be governed by the laws of Japan, and all disputes arising from this agreement or this award shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of the first instance.