

Overview of the Competition

Competition Title

Autoware-TIER IV Challenge 2024 (the “**Competition**”)

Competition Host

TIER IV, Inc (“**TIER IV**”) and The Autoware Foundation (“**AWF**”) (collectively, the “**Competition Hosts**”)

Competition Hosts’ Addresses

(TIER IV) Nagoya University Open Innovation Center, 1-3, Mei-eki 1-CHOME, Nakamura-Ward, Nagoya-City, Aichi Prefecture Japan

(AWF) 12-10, Kita-shinagawa 1-CHOME, Shinagawa-Ward, Tokyo, Japan

Competition Website

<https://www.autoware.org/autoware-challenge-2024>

Competition Timeline

Start Date: June 1, 2024

Registration Deadline: September 2nd, 2024

Proposal Submission Deadline: January 31st, 2025

Determination of Winners: February 21st, 2025

Details of Competition

Participants in the Competition are expected to provide solutions to the issues specified by TIER IV and AWF, and are required to submit materials describing solutions to the issues by the deadline (the “**Submission**”).

For your reference, please find TIER IV’s list of issues at the following link.

<https://www.autoware.org/autoware-challenge-2024>

Prizes

Total: JPY 3,500,000.

First Prize: JPY 2,000,000.

Second Prize: JPY 1,000,000.

Third Prize: JPY 500,000.

Eligibility For Participation

To be eligible to enter the Competition, you must be:

1. the older of 18 years old or the age of majority in your jurisdiction of residence (unless otherwise agreed to by the Competition Hosts and appropriate parental/guardian consents have been obtained by the Competition Hosts); and
2. The Competition is open to any residents worldwide, except for residents of North Korea.

Registration

In order to enter the Competition, you must register via the Competition Website and agree to the Competition Rules (see below).

Acceptance Of Competition Rules

ENTRY IN THIS COMPETITION CONSTITUTES YOUR ACCEPTANCE OF THE TERMS OF THESE COMPETITION RULES.

Evaluation

The evaluation of your Submission will be determined at the sole discretion of the Competition Hosts.

See below for the complete Competition Rules.

Competition Rules

1. Binding Agreement.

To enter the Competition, you must agree to these rules of the Competition (these “**Rules**”). Please read these Rules carefully to ensure that you understand and agree to them. You may not submit an entry to the Competition and are not eligible to receive the prizes associated with this Competition (the “**Prizes**”) unless you agree to these Rules. These Rules shall constitute a binding legal agreement between you and the Competition Hosts with respect to the Competition.

2. Eligibility.

To be eligible to enter the Competition, you must be:

- i. The older of 18 years old or the age of majority in your jurisdiction of residence (unless otherwise agreed to by the Competition Hosts and the appropriate parental/guardian consents have been obtained by Competition Hosts); and
- ii. The Competition is open to any residents worldwide, except for residents of North Korea.

3. Intellectual Property.

i. License.

You hereby grant and will grant the Competition Hosts the following license(s) with respect to your Submission:

Non-Exclusive License: You hereby grant and will grant to each of the

Competition Hosts and their respective designees a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, open source, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import your Submission and the source code used to generate the Submission, in any media now known or developed in the future, for any purpose whatsoever, commercial or otherwise, without further approval by or payment to you.

ii. **Competition Hosts' Intellectual Property.**

Each of TIER IV and AWF retain all rights in their respective products, services, and intellectual property, such that your entry into the Competition will in no case serve to transfer any of their intellectual property (or licenses to their intellectual property) to you or any of the participants of the Competition.

4. Competition Period.

The Competition Timeline is as set out above, but subject to change. Any updated or additional deadlines will be publicized on the Competition Website. It is your responsibility to check the Competition Website regularly to stay informed of any deadline changes. YOU ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN YOUR LOCATION.

5. Competition Entry.

To enter the Competition, you must register on the Competition Website prior to the Entry Deadline, and follow the instructions for developing and entering your Submission through the Competition Website. Your Submissions must be made in the manner and format, and in compliance with all other requirements, stated on the Competition Website (the "**Requirements**"). Submissions must be received before any Submission deadlines stated on the Competition Website. Submissions not received by the stated deadlines will not be eligible to receive a Prize.

Submissions are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. The Competition Hosts reserve the right to disqualify any entrant who does not follow these Rules, including making a Submission that does not meet the Requirements.

6. Determining Winners.

The Competition Hosts will determine the winners at their sole discretion.

7. Notification of Winners & Disqualification.

The potential winner(s) will be notified by email.

If a potential winner (i) does not respond to the notification attempt within one (1) week from the first notification attempt, or (ii) notifies the Competition Hosts within one (1) week from the first notification attempt that the potential winner does not want to be nominated as a winner or does not want to receive a Prize, such potential winner will not receive any Prize, and an alternate potential winner will be selected from among all eligible entries received.

The Competition Hosts reserve the right to disqualify any participant from the Competition if the Competition Hosts reasonably believe that the participant has attempted to undermine the legitimate operation of the Competition by cheating,

deception, or other unfair playing practices or abuses, threatens or harasses any other participants or the Competition Hosts.

8. Prizes.

Prize(s) are as described on the Competition Website and are only available for winning during the time period described on the Competition Website.

A potential winner may decline to be nominated as a Competition winner in accordance with Section 7.

9. Taxes.

ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Payments to potential winners are subject to the express requirement that they submit all documentation requested by the Competition Hosts for compliance with applicable tax reporting and withholding requirements. Prizes will be net of any taxes that the Competition Hosts are required by law to withhold. If a potential winner fails to provide any required documentation or comply with applicable laws, the Prize may be forfeited and the Competition Hosts may select an alternative potential winner.

10. Publicity.

By accepting a Prize, you agree that the Competition Hosts and their respective affiliates may use your name and likeness for advertising and promotional purposes without additional compensation, unless prohibited by law.

11. Privacy.

You acknowledge and agree that the Competition Hosts may collect, store, share and otherwise use personally identifiable information provided by you during the Competition, including but not limited to, your name, mailing address, phone number, and email address (the "**Personal Information**") for managing and operating the Competition. You also acknowledge and agree that Competition Hosts will use the Personal Information in accordance with their respective privacy policies (TIER IV: <https://tier4.jp/en/privacy/>) .

12. Warranty, Indemnity and Release.

You warrant that your Submission is your own original work and, as such, you are the sole and exclusive owner and rights holder of the Submission, and you have the right to make the Submission and grant all required licenses. You agree not to make any Submission that: (i) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; or (ii) otherwise violates any applicable laws.

To the maximum extent permitted by law, you indemnify and agree to keep indemnified the Competition Hosts at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any of your acts, defaults or omissions and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Competition Hosts from and against any and all claims, actions, suits or

proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (a) your Submission or other materials uploaded or otherwise provided by you that infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; (b) any misrepresentation made by you in connection with the Competition; (c) any non-compliance by you with these Rules or any applicable law; (d) any claims brought by persons or entities other than the parties to these Rules arising from or related to your involvement with the Competition; and (e) your acceptance, possession, misuse or use of any Prize, or your participation in the Competition and any Competition-related activity.

You hereby release the Competition Hosts from any liability associated with: (a) any malfunction or other problem with the Competition Website; (b) any error in the collection, processing, or retention of any Submission; or (c) any typographical or other error in the printing, offering or announcement of any Prize or winners.

13. Internet.

The Competition Hosts are not responsible for any malfunction of the Competition Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Competition Website, or any combination thereof, which may limit a participant's ability to participate.

14. Right to Cancel, Modify or Disqualify.

If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, the Competition Hosts reserve the right to cancel, terminate, modify or suspend the Competition. The Competition Hosts further reserve the right to disqualify any participant who tampers with the submission process or any other part of the Competition or Competition Website. Any attempt by a participant to deliberately damage any website, including the Competition Website, or undermine the legitimate operation of the Competition is a violation of criminal and civil laws. Should such an attempt be made, the Competition Hosts reserve the right to seek damages from any such participant to the fullest extent of the applicable law.

15. Not an Offer or Contract of Employment.

Under no circumstances will the entry of a Submission, the awarding of a Prize, or anything in these Rules be construed as an offer or contract of employment with the Competition Hosts. You acknowledge that you have submitted your Submission voluntarily and not in confidence or in trust. You acknowledge that no confidential,

fiduciary, agency, employment or other similar relationship is created between you and the Competition Hosts by your acceptance of these Rules or your entry of your Submission.

16. Governing Law.

Unless otherwise provided, these Rules shall be construed in accordance with, and all claims arising out of or relating to these Rules shall be governed by, the laws of Japan, excluding its conflict of laws rules, and such claim shall be litigated exclusively in the Tokyo District Court, Japan.

17. Severability

If any provision of these Rules is found invalid or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected in any way. The invalid or unenforceable provision shall be deemed to be replaced by a provision closest possible to the original intent of the invalid or unenforceable provision.