

ANALOG DESIGN CONTEST RULES FOR MASSACHUSETTS INSTITUTE OF TECHNOLOGY

For purposes of these Rules, “TI” shall mean Texas Instruments Incorporated and its subsidiaries. TI is also referred to herein as “Sponsor.”

1. This contest is open to design teams having a minimum of three team members. To be eligible to compete, each design team member (“Entrant”) agrees to read and abide by the contest rules. A completed entry form must be submitted by each design team. The entry form must clearly identify each Entrant.
2. This contest is offered to eligible Entrants at the Massachusetts Institute of Technology (the “Participating University”).
3. To be eligible, Entrants must be eighteen years of age or older and a registered engineering student at the Participating University.
4. Entries must be in English.
5. Each design team may only submit one entry.
6. Each Entrant may participate on only one design team.
7. The contest begins April 1, 2009 at 12:01 a.m. (CT) and ends May 22, 2009 at 11:59 p.m. (CT). No submissions submitted after May 22, 2009 at 11:59 p.m. (CT) will be considered. The Sponsor reserves the right to cancel this contest before the end date at its sole discretion, and decline to award prizes if there are no eligible Entrants.
8. All design idea entries must be implemented using three different TI devices: either 3 analog integrated circuits (“ICs”) or 2 analog ICs and a TI processor (the “IC Requirements”). Analog ICs must come from the following categories: (i) data converters; (ii) amplifiers; (iii) power management devices; (vi) interface devices; (v) MSP430 (MCU+ADC); (iv) switches; (vii) RF devices; (viii) temperature sensors; (ix) clocks and timers; and (x) comparators. If you choose to use a TI processor, you may choose from the following: (i) MSP430; (ii) DSP; or (iii) OMAP™ processor. Other TI devices may be incorporated into the design, but only those integrated circuits in the categories above will be counted toward the IC Requirements. Any design entries that do not comply with the IC Requirements will be ineligible.
9. All design entries must be submitted to the Sponsor by completing and submitting:
 - (a) the online entry form;
 - (b) a detailed written description of the design; and
 - (c) a detailed explanation of each TI analog IC or TI processor used in the design and a specific description of how each analog IC or processor benefited the overall design.
10. Submissions shall be made through the following website: www.ti.com/analoguniversityprogram. Entries must be submitted by the deadline to be considered. Entrants will be allowed to change or supplement their submissions up until the contest deadline.
11. Odds of winning at the Participating University are determined by the total number of eligible entries received at the Participating University.
12. The Sponsor reserves the right, in its sole discretion, to disqualify anyone found to have tampered with the contest.
13. THERE IS NO ENTRY FEE.

14. ENTRANTS DO NOT RECEIVE BY WAY OF OR UNDER THE CONTEST ANY INTELLECTUAL PROPERTY RIGHTS IN ANY COPYRIGHTS, PATENTS, TRADEMARKS, TRADE NAMES, TECHNOLOGY, TRADE SECRETS, OR KNOW-HOW OF THE SPONSOR OR ANY THIRD PARTY.
15. All Entrants agree to follow and abide by the design idea requirements and judging criteria.
16. All Entrants warrant and represent that all design ideas and applications submitted are entirely original and that Entrant is the owner of all interests in and rights to such designs. By submitting an entry to this contest, all Entrants represent that there is no third party of any kind, whether an academic institution, commercial company, individual, or governmental legal entity which has any proprietary or other interest in, claims or rights to, any intellectual property rights, including trade secret, "know-how," copyright, patent, trademark or trade name, in any design ideas submitted under the contest. This representation is a requirement of participation in the contest.
17. All Entrants agree, represent and guarantee that there are no obligations of any nature, legal or otherwise, which would prohibit, restrict, or interfere with their participation in the contest or submission of their contest design idea. All Entrants agree to obtain any necessary clearances, authorizations and/or approvals from any necessary third party participation in all contest activities and any such approvals which are required as a condition of participation.
18. No confidential relationship is established between the Sponsor and the Entrant as a result of entering this contest. All Entrants agree, represent and guarantee that their entries do not contain any confidential or proprietary information belonging to any third parties. None of the information submitted by the Entrants will be treated by the Sponsor as trade secrets, confidential information, or as protected data under any obligation.
19. All entrants agree to be bound by the contest requirements for licensing of non-exclusive rights. Ownership of the design ideas (hereinafter "Designs") shall remain with the entrants. Entrant hereby grants TI a non-exclusive, worldwide, perpetual, and royalty-free license to use the Designs in, or as part of, TI products, to implement the Designs using TI products, to modify the Designs for such uses, and to publish the Designs for such uses by TI or by customers of TI under all applicable intellectual property rights related to the Designs, including but not limited to, patents, trade secrets, copyrights (including all moral and statutory copyrights), and trademarks. To the extent additional documents or actions are required under local law for an effective license to these rights, title, and interests for commercial purposes, Entrants agree to fully cooperate in executing such further documents and in taking such further actions as are necessary. In such cases, Entrants agree that commercialization license rights shall become effective upon completion of further required actions.
20. Taxes (United States federal, state and local and, any foreign) and other obligations are solely the responsibility of the winners. Prizes may be subject to reporting for tax and other purposes. Winners agree to supply Sponsor with any information necessary for tax reporting purposes and to cooperate in fulfilling all applicable legal requirements.
21. The members of the any design team whose design idea is chosen for consideration for any award, as a condition of award, may be required to submit further information concerning each team member's employment and residence. Also, as a condition of award, the Entrant(s) may be required to sign (i) other documents necessary to ensure non-exclusive license right to TI, for such design ideas, and (ii) a liability/publicity release.
22. The non-exclusive license to TI of intellectual property rights, as described herein is free of charge and without remuneration of any kind. All Entrants agree that the opportunity to compete for prizes, receive

publicity, and increase one's understanding of TI products represents full and adequate consideration for license of these rights by all Entrants. Prizes do not represent fixed-sum monetary remuneration of the licensing of intellectual property and rights in design submissions.

23. All Entrants grant the Sponsor the right to publicize their names, likeness, any information provided on the entry form or their design idea entry in whatever manner without reservation or compensation. In certain countries, due to local requirements, it may be necessary for Entrants to execute, in addition to this entry form, certain other documents for license of intellectual property rights, prior to any publication of the full design idea submission. In those countries, TI will make appropriate arrangements. Entries and design submissions may be published in Sponsor or third party publications.
24. Entrants will not be reimbursed for any costs incurred or for efforts expended in connection with their participation in the contest. Such costs are the responsibility of the Entrants.
25. NO PURCHASE IS NECESSARY.
26. Decisions by the contest judges are final. The Sponsor reserves the right to refrain from awarding any prize if there are no or minimal qualified entries.
27. Prizes: Subject to these Rules, there will be one winning team from the Participating University, provided that at least one (1) entry is received from the Participating University. The winning design team at the Participating University will be awarded \$1,500 USD. A 2nd-place prize of \$500 will be awarded if at least three teams enter and complete the contest requirements. Any prizes will be awarded to the team members jointly and severally. The prize will be divided equally among the members of the winning design team, with the Sponsor providing a winner's check in the applicable amount to each member of the winning team. In the case of online submissions, if there is a dispute regarding the identity of the Entrant, the Sponsor reserves the right to deem the account holder of the e-mail address as the Entrant.
28. If any member of the winning design team cannot be reached within (10) days of notification, or if a prize is returned with no forwarding address, the Sponsor reserves the right to deem that team member's portion of the prize as forfeited.
29. Employees and agents of the Sponsor and such individual's immediate family (including spouse, parents, siblings, grandparents, grandchildren, step-children, step-parents and in-laws) and member of the same household are prohibited from entering this contest.
30. THE CONTEST SHALL BE CONSIDERED VOID WHERE, AND TO THE EXTENT, PROHIBITED BY LAW.
31. Sponsor reserves the right to use information regarding Entrants for future mailings subject to applicable laws and regulations and privacy policies. Texas Instruments' privacy policy can be found at www.ti.com/home_f_privacy.
32. A panel of judges, at least one of which will be an independent judge not related to the Entrants, the Participating University or Sponsor, will review each design and rate each entry on the following equally weighted criteria: (i) originality of design, (ii) quality of design, (iii) creativity of design, (iv) level of engineering analysis and (v) written description of how each TI analog integrated circuit or TI processor benefited the overall design. Subject to verification of eligibility and compliance with all contest rules, the design with the highest total design score at the Participating University shall be awarded the Prize.

33. Judges for the contest will be fully competent and are required to be fair and impartial. Names of the contest judges will be provided upon request.
34. No entries will be returned to Entrants, regardless of whether they are accepted. All entries and design submissions become the property of the Sponsor.
35. THE CONTEST AND ITS RULES AND CONDITIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ANY DISPUTE ARISING OUT OF THIS CONTEST SHALL BE BROUGHT IN, AND YOU HEREBY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN, THE FEDERAL DISTRICT COURTS SITTING IN DALLAS COUNTY, TEXAS.
36. If any aspect of the contest or any rule or condition be found by a court of competent jurisdiction to be invalid, illegal or void, Entrants agree to allow the Sponsor to change such provision and, upon notice, to make it valid. Also, in such case, the remaining contest provisions shall remain in full force and effect and the contest shall proceed accordingly.
37. Winners will be notified by the Sponsor by July 15, 2009. The prize will be awarded by July 31, 2009.
38. By entering this contest, each Entrant agrees to release and hold the Sponsor harmless from and against any losses, damages, rights, claims and actions of any kind arising from (i) an exclusion or disqualification of an Entrant pursuant to these Rules; (ii) late, lost, misdirected, or unsuccessful efforts to notify winners of any prize; (iii) forfeiture of a prize and the selection of an alternate winner; (iv) late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries; (v) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures or difficulties of any kind; (iii) failed, incomplete, garbled or delayed computer transmissions; (iv) any condition caused by events beyond the Sponsor's control that may cause the contest to be disrupted or corrupted; and (v) any injuries, losses or damages of any kind relating to a contest prize, or acceptance, possession or use of the prize, or from participation in this contest.
39. The Sponsor reserves the right to cancel, terminate, modify or suspend this contest if it becomes technically corrupted or if for any reason the Internet portion of the contest is not capable of running as planned, including infections by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Sponsor, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest.
40. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
41. A list of winners will be posted on www.ti.com/analoguniversityprogram.
42. Sponsor:

Texas Instruments Incorporated
12500 TI Boulevard
Dallas, Texas 75243
