

TERMS & CONDITINS -HISTART CONTEST

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. ALL APPLICABLE LOCAL AND MUNICIPAL LAWS AND REGULATIONS OF THE STATE OF ISRAEL SHALL APPLY. VOID WHERE PROHIBITED.

1. ACCEPTANCE OF TERMS

This "HiStart Contest" (hereinafter the "**Contest**") is sponsored by Toga Networks Ltd. – a fully owned subsidiary of Huawei Technologies (hereinafter the "**Sponsor**") in cooperation with Huawei Technologies Co Ltd.

This Contest and the website used to operate the Contest (hereinafter the "**Website**") and any Submissions (as such term is defined in section 4 herein) you may submit through the Website are governed by these Terms and Conditions (Hereinafter "**Terms**").

These Terms and the Privacy Policy of the Sponsor are a legally binding agreement between Sponsor and yourself ("**you**"). By clicking on the "I Agree" or such similar button provided by Sponsor prior to accessing the Contest, you hereby represent that you have read, understood, accepted and agreed to be bound by these Terms. If you do not agree to these Terms, kindly do not enter the Contest. To the extent of any conflict between the Terms and the Sponsor Privacy Policy, the Terms of Use shall prevail for all intent and purpose.

The terms set below shall have the following meaning:

"You" and/or **"Yourself"**: You as participant in the Contest, and also includes the company or other entity/organization on whose behalf you are accepting these Terms, to the extent applicable. If You do not have the requisite authority, you may not accept these Terms and/or use the Service on behalf of any company or other entity/organization.

"Sponsor's Affiliate": any corporation or other form of enterprise of Huawei Technologies Co Ltd; worldwide (including but not limited to), any subsidiaries of Huawei Technologies Coöperatief U.A or Huawei Technologies Co Ltd, that are controlled (directly or indirectly) by, or are under common control of Huawei Technologies Co Ltd.

"Website": the internet website that is specially designated for submissions under the Contest, your use of the Website and any applications, software, data, products, competitions, prize draws, and any other services provided to You on, or from, or through the Website by the Sponsor, is subject to the your absolute compliance with the Terms.

2. CONTEST PERIOD

The Contest begins at 9:00 a.m. September 4th 2018, and shall end at 11:59 p.m. October 10th, 2018 Israel local time (hereinafter "**Contest Period**"). Submissions to the Contest must be dully submitted prior to the end of the Contest Period stated here-above. The Sponsor's computer systems are the official time-keeping device for the Contest.

The Sponsor reserves the right to extend or shorten the Contest at its sole discretion.

3. ENTERING THE CONTEST

The Contest is limited to residents of the State of Israel, who are eighteen (18) years of age or older at the commencement date of the Contest, and have provided the Sponsor with a valid e-mail account prior to the beginning of the Contest Period. The Sponsor reserves the right to verify your eligibility to participate in the Contest.

4. CONTEST SUBMISSIONS

When completing your Submission You will be required to upload a presentation in PDF format with the required information of your suggested idea and to also fill out certain information about Yourself, and what makes your submission unique and innovative (hereinafter "**Submission**"). When completing and placing your Submission You hereby grant Sponsor and the Sponsor Affiliates a right to publish and use your name- as the owner of the Submission, as well as highlighted information about your Submission and to publicize it (in editorial content) in any and all media communications ,

By entering the Contest, You represent and warrant that: (i) You have created the Submission for your own entry into this Contest and that your Submission has not violated any third party rights of any kind; (ii) your Submission includes only non-confidential information, and You unconditionally acknowledge that all information, ideas and data of any kind included in your Submission is accurate, up to date, and non-confidential; (iii) You forever waive and discharge any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude Sponsor's or the Sponsor's Affiliates to use your Submission in the Contest, or may require your personal permission to use your applicable Submission in the Contest; (iv) You irrevocably undertake that neither You nor anyone on your behalf sue or submit any lawsuit against the Sponsor and/or any of the Sponsor Affiliates for their use of your Submission to the Contest; (v) to the extent it is found that your Submission to the Contest violates any third party rights (of any kind), You will be fully liable for and hold harmless and indemnify (to the extent required) the Sponsor and Sponsor Affiliates from and against any and all claims, lawsuits losses or damages that may be caused to Sponsor and/or to the Sponsor Affiliates (as the case may be) in connection therewith.

Upon the submission of your Submission you hereby acknowledge that the Sponsor and/or the Sponsor Affiliates may collect personal data about You when using the Services and taking part in the Contest. The Sponsor and/or the Sponsor Affiliates reserves the right to use any and all information related to your Submission including information about Yourself obtained through the your use of the Website or Submission for purpose required by the Sponsor and/or the Sponsor Affiliates in accordance with the Privacy Policy set in the following link <http://histart.toganetworks.com/> unless prohibited by law.

5. SUBMISSION CONTENT RESTRICTIONS

You may not include in your Submission anything that is offensive or violates any third party's rights or include any of the following: (i) names, identifying information or photos of any persons other than Yourself; (ii) nudity or lewd, vulgar, indecent or obscene images (as determined in Sponsor's sole discretion); (iii) any material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights; (iv) any material that is copyrighted, trademarked, protected by trade secret or otherwise subject to a third party's proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have or obtained lawful permission from their rightful owner to post such materials; (v) depiction of defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); (vi) third-party trademarks, names or logos; or (vii) any material that is unlawful, in violation of or contrary to the laws or regulations in any applicable country, state or province.

Notwithstanding the above the Sponsor may, in its sole discretion, disqualify any Submission to the Contest that does not fully comply with these Submission Content Restrictions or on the basis of your Submission being (to the sole discretion of the Sponsor) offensive, injurious, and inappropriate or a potential violation of another party's rights or that the Sponsor otherwise deems to be inappropriate in its sole discretion. In the event of disqualification, the applicable Contest Submission will not be judged or considered for the Prize.

6. SELECTION OF WINNING SUBMISSION

Upon the end of the Contest Period the Sponsor, the Sponsor Affiliates together with a specially designated volunteered industry expert shall select from the Submissions submitted to the Contest the top ten final Submissions (which to the sole discretion of the Sponsor, the Sponsor Affiliates and industry expert are the most

innovative and of high quality). To the extent your Submission is selected to be in the ten finalists, You will be contacted by the Sponsor and you will be sent with a formal email inviting You to participate in the final event of the Contest which will be held During November 22nd, 2018. Additional information about the final event, as well as information of what You should prepare and present will be provided to You in email by the Sponsor. Upon the final event of the Contest You (and the other nine selected finalists) will have the opportunity to present your Submission to Contest's judges' panel (comprised of the representatives of the Sponsor, Sponsor Affiliates and volunteered industry expert). At the end of the final event the judge's panel shall select the winning Submission out of the ten finalists.

7. THE PRIZE

The total value of the prize shall be up to a gross amount of US\$ 100,000 including all relevant taxes as required under laws (hereinafter the "**Prize**"). The winner of the Contest (hereinafter the "**Winner**") it is the intension of the Sponsor that Prize shall be sufficient to cover the expenses required to perform a proof of concept hereinafter the ("**POC**") of the idea/device and or technology presented in the wining submission and a trip to the Sponsor's Affiliates facilities. For the sake of clarity it is emphasized that all applicable taxes associated with the receipt or use of the prize shall be deducted by the Sponsor in accordance to applicable law ("").

Any incidental expenses and all other costs and expenses of any kind which are not specifically listed as part of a prize in these Terms, and which may be associated with the prize, acceptance, receipt and use of all or any portion of the prize shall be under the sole the responsibility of the winner of the Contest.

A condition for the executing the POC shall require the Winner to enter into a binding legal agreement with the Sponsor and/or the Sponsor Affiliates (as the case may be).

8. ADDITIONAL LIMITATIONS

The Prize is non-transferable. No substitution or cash equivalent of Prize is permitted. The Sponsor and Sponsor Affiliates are not and shall not be responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting or these Terms, the selection and announcement of any winner, or the distribution of the Prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor.

Sponsor reserves the right to terminate, suspend or amend at any time the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event of any tampering or unauthorized intervention may have occurred, the Sponsor reserves the right to void suspect entries at issue.

The Sponsor, Sponsor Affiliates, volunteered industry expert, and any telephone network or internet service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

The materials on the Website (including any graphics, software, digital content, recommendations or other materials) and any material made available through the Website is provided "as is" and without conditions or warranties of any kind, either express or implied. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS, SPONSOR DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES OR THE OPPORTUNITY.

Sponsor makes no warranty that (i) the operation of the Website will meet your requirements; (ii) access to the Website will be uninterrupted, timely, secure, free of viruses, worms, trojan horses or other harmful

components, or free of defects or errors; (iii) the results that may be obtained from the use of the Website will be accurate or reliable; or (iv) defects will be corrected.

BY ENTERING THE CONTEST, YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR, SPONSOR AFFILIATES, VOLUNTEERED INDUSTRY EXPERT AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM YOUR PARTICIPATION IN THE CONTEST, FROM ANY MATERIAL POSTED BY YOU AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR, SPONSOR AFFILIATES AND THE VOLUNTEERED INDUSTRY EXPERT DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR, SPONSORS AFFILIATES, AND THE VOLUNTEERED INDUSTRY EXPERT AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

10. MISCELLANEOUS

By participating in the Contest you hereby grant the Sponsor and Sponsor Affiliates permission to use your name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by applicable law.

You may not assign or transfer any of the rights gained in your activity under the Contest, without the prior written consent of Sponsor. Sponsor may assign its rights and obligations to any of the Sponsor's Affiliates at its sole and absolute discretion.

Sponsor shall not be obligated to perform any action or provide any consideration other than explicitly provided herein and nothing in these Terms shall be construed as a promise or obligation not explicitly described herein. Due to the nature of the online environment and the media industry, the Sponsor reserves the right to modify these Terms from time to time. If material changes are introduced, a notice will be posted in Sponsor's website. Your continued participation in the Contest after the Terms have been modified signifies your consent to the updated Terms. If You decide to dissent to the updated Terms or to any term within them, You must discontinue your participation in the Contest.

The Sponsor also reserves the right to cancel, modify or amend the Contest and the Term without notice in the event of a catastrophe, war, civil or military disturbance, act of God, force majeure or any actual or anticipated breach of any applicable law or regulation or any other event outside of the its control. Any changes to the Contest will be posted in Sponsor's Website.

If any provision of these Terms shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

No failure on the part of the Sponsor to enforce any part of these Terms shall constitute a waiver of any of the Sponsor rights under these Terms whether for past or future actions on the part of any person.

The Contest and the Terms and any disputes arising under or related to these Terms (whether in contract, tort (including negligence), statute or otherwise) will are governed solely by the laws of the State of Israel, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with any issue relating to the Contest, will be submitted to the exclusive jurisdiction of the competent courts in the city of Tel- Aviv, and you hereby accept and submit to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of these Terms.

Any questions regarding this Contest should be directed to: HiStart@toganetworks.com