

People  
creating  
the future



# FUJITSU SELECT GLOBAL INNOVATION AWARD

## Rules and Regulations

shaping tomorrow with you

**FUJITSU**

The Global SELECT Innovation Award recognizes Fujitsu Channel Partners who have delivered exceptional innovative projects using FUJITSU products, solutions and services. By delivering innovative solutions proven to drive business value, the Global SELECT Innovation Award nominees help their customers, their industries and the world to cope with difficult challenges and build a sustainable society. The organizer of the "FUJITSU Global SELECT Innovation Award" ("Innovation Award") is FUJITSU in cooperation with FUJITSU Technology Solutions GmbH, Mies-van-der-Rohe-Str. 8, 80807 Munich (hereinafter referred to as "FUJITSU"). FUJITSU has commissioned NMF Advertising Agency GmbH to run the Innovation Award.

## A. Participants and deadlines

1. All FUJITSU Channel Partners, who are registered members of the FUJITSU SELECT Partner Program (SELECT Registered Partners and SELECT Expert Partners; hereinafter "Partner(s)") are eligible to participate in the Innovation Award by submitting a nomination for one or more project(s)/solution(s) using FUJITSU products, solutions and services, which has been implemented by that Partner for its client(s).
2. The nomination deadline is October 1st, 2015 at 12:00 CET (Central European Time).

## B. Nomination process

1. The nomination of a project/solution for the Innovation Award must include a nomination form describing the client reference for the project/solution implementation.
2. The projects should be completed by the time of their nomination (i.e. submission of the nomination form) and implemented after September 1st, 2013 via the online nomination form on the website [www.fujitsu.com/select-innovation](http://www.fujitsu.com/select-innovation). A login and password is required to register the projects.
3. The nomination form, client reference(s) and any other attachments included in the nomination must be submitted in English. The solution may be implemented in any language and country but the entry itself must be submitted in English.
4. Employees working for the participating Partner act for and on behalf of their respective company. The contact person of the Partner specified during the registration process must not be a minor and must be authorized to register the Partner for the Nomination Award and to represent such during the competition. The name and title of an authorized representative from the Partner must be included in the nomination to demonstrate the Partner's consent for the submission.

## C. Client references

1. Before submitting the client reference, the Partner must ensure that its client has been informed about the Innovation Award and agreed to be a reference for FUJITSU and there is no agreement in place or

other legal reason which prohibits the entry of the client's data (e.g. considered a trade secret or prohibited by a nondisclosure agreement). FUJITSU may ask the Partner to provide a written confirmation given by its client in case of doubt. Partners, who do not provide such written confirmation upon request, may be excluded from participation. The Partner shall indemnify and hold harmless FUJITSU from all claims and costs incurred by FUJITSU due to an unauthorized use of the client's data by the Partner for the Innovation Award, if any.

2. All submitted client references will be considered for inclusion in the FUJITSU Global Client Reference Database and for further use for FUJITSU marketing purposes on typical media, such as FUJITSU website, FUJITSU you-tube-channel, press releases, interviews, reference in tenders/customer cases etc.. By submitting its nomination, the Partner confirms that the client has agreed to such inclusion and use (worldwide, in perpetuity, without future compensation).
3. Client references that are currently published in the Fujitsu Global Client Reference Database can be used to complete your award nomination as long as the original publication date is September 1, 2013 or later.

## D. Submitting the final nomination form

1. Nominations must not include any information considered confidential to the Partner, its client or any other party.
2. All submitted nominations are considered final. Without exception, nominations saved as draft and not submitted by October 1st, 2015 at 12:00 CET will not be judged without exception.

## E. Determining the winner and the finalists

1. The Innovation Award recognizes Fujitsu Channel Partners who have delivered outstanding value and have put Human Centric Innovation in action. For 2015, the award recognizes achievements across the pillars of Human Empowerment, Creative Intelligence, and Connected Infrastructure (as such principles are set out on FUJITSU's websites and other publications).
2. One winner and two finalists will be selected by a committee of expert judges consisting of FUJITSU top executives. The criteria for the selection will be: 1) the impact of the reference project in creating a Human

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Centric Intelligent Society, 2) the portfolio elements used in the project in alignment with the concepts set out in the Fujitsu Technology and Service Vision, and 3) the channel partner level in the SELECT Partner Program and the areas of SELECT expertise.

3. FUJITSU's decisions are final. FUJITSU reserves the right to modify the stated procedures and/or criteria in whole or in part at any time without notice, where necessary or reasonable to ensure the proper implementation of the Innovation Award.
4. The judging period will conclude in October 2015 and winners and finalists will be notified thereafter.

## F. Prizes

1. The prizes described below will be awarded to the Partner who has been identified as the respective winner of the Innovation Award and to the two finalists (collectively "Prize Recipients"). Taxes and delivery fees, if any, are the sole responsibility of the Prize Recipients. FUJITSU and its agencies assume no responsibility or liability for any damages, losses, or injury resulting from the acceptance or use of any prize, unless stipulated by applicable mandatory law. Acceptance of any prize constitutes permission to use the respective Prize Recipient's company name for purposes of advertising related to the Innovation Award worldwide, in perpetuity, without future compensation. Participating in the Innovation Award is considered a confirmation of eligibility by the respective Partners in accordance with these Rules and Regulations and all applicable laws.
2. The Prize Recipient's right to the prizes expires if the prizes as described below is not handed over within 20 days of the Prize Recipient's notification for reasons caused by the Prize Recipient. In such cases, FUJITSU reserves the right to award the prize to another Partner or to use the prize in future incentives or competitions. Any cash payout of prizes is not possible. The Prize Recipient's claim to the prize cannot be assigned or transferred. Any registration of data will be deemed made by the person named in the registration form. The winner and the two finalists of the Innovation Award will receive a series of lucrative benefits as set out in sections 3. and 4. below.
3. Benefits for winner and 2 finalists:
  - Video recording of the reference of the project (including the Partner and its client)
  - Promotion at FUJITSU Forum Munich 2015 and on the Innovation Award website
  - One complimentary travel and hotel accommodation package for FUJITSU Forum Munich 2015 (one person) value approx. €2.000 plus air fare (economy class)
  - Presence in the award ceremony to take place at FUJITSU Forum Munich 2015.
4. The winner will also receive:

- One complimentary travel and hotel accommodation package for FUJITSU Forum Tokyo 2016 (one person) ) value approx. €4.500 plus air fare (economy class)
- 10.000 € for sales development funds to be used for a joint channel marketing campaign (according to country SDF, tax and legal rules), as proven by the winner upon request of FUJITSU
- Featured in related Fujitsu media, including press releases and case studies, and on FUJITSU's website
- Award presented at FUJITSU Forum Munich 2015
- Crystal trophy
- Photo to memorialize the award recognition with FUJITSU executive(s) at FUJITSU Forum Munich 2015

5. FUJITSU will inform the Prize Recipients duly on the precise time frame and the other details concerning the trip to Munich and Japan respectively. The Prize Recipients will nominate in their sole discretion that employee, who may take part in the trip. FUJITSU will not influence these nominations in any way. By accepting the prize, the Prize Recipient confirms that such acceptance of the prize has been approved by the Prize Recipient's executive management and complies with any applicable internal guidelines in place at the Prize Recipient's company and all applicable local laws. FUJITSU reserves the right to request written approval by the Prize Recipient's executive management before handing over the prize. The Prize Recipients are responsible for informing themselves as concerns the locally applicable tax law and should discuss the taxation with the appropriate tax advisor. Furthermore, FUJITSU assumes no responsibility or liability for possible costs which may occur in association with the gaining of material assets from the Innovation Award.

## G. Data protection

1. **By accepting these Rules and Regulations, the contact person acting for the Partner explicitly agrees that FUJITSU can record, store, process the personal data entered during the registration process (name, address, telephone number, e-mail address or other personal data voluntarily submitted by the contact person information) and that such data may be used by FUJITSU or a commissioned third party (in particular, companies within the FUJITSU Group, their partners or other contractually commissioned third parties) in order to handle the registrations, run the Innovation Award and to provide the prizes. The personal data of the contact person may be transferred, where applicable, to these third parties and/or otherwise made accessible to such. FUJITSU shall save the personal data of the contact person for the purposes of the Innovation Award and shall delete any such data if it is not used or becomes obsolete. The data shall not be forwarded to any other party not bound by contract; however should this for some reason become necessary, FUJITSU shall obtain the consent of the contact person beforehand. The contact person can revoke this agreement with FUJITSU at all times via an e-mail to ... [please insert the required email address of the country concerned] and do so without specifying any**

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reason(s) and demand that the corresponding data is deleted correctly or disabled for any further usage.

2. Should the contact person revoke their agreement, FUJITSU must no longer use the corresponding personal data from that moment onwards. If disadvantages for the Partner should thus arise, the Partner cannot derive any legal claims against FUJITSU. The contact person's revocation of any approval shall also be deemed as the Partner's withdrawal from the Innovation Award.
3. FUJITSU shall be obliged to observe the respective applicable legal data protection regulations. More information can be found in the Data Privacy Policy.  
<http://www.fujitsu.com/fts/resources/navigation/privacy.html>

## H. Limitation of liability

1. FUJITSU shall be released from all obligations on handing over or delivery of the respective prize unless an earlier date applies according to these Rules and Regulations. FUJITSU shall only be liable for damages caused by FUJITSU or one of the agents or service providers acting on behalf of FUJITSU with intent or gross negligence, or due to a breach of fundamental contractual obligations. This does not apply to damages resulting from injury to life, bodily harm and/or harm to health, or in case of liability under the Product Liability Act. FUJITSU accepts no responsibility for unsent, lost, late, destroyed, illegible or incomplete participant data of submitted by the contact persons.
2. Prizes may be subject to taxation in the respective Prize Recipient's country of residence. Should the Prize Recipients incur tax advantages or disadvantages or other costs arising from the assets received through the Innovation Award, the Prize Recipients shall bear sole responsibility for such. FUJITSU accepts no liability or obligations with regard to any fiscal or other costs, particularly wage or income tax, or registration and surrender obligations, arising from participation in the Innovation Award.
3. FUJITSU, its parent and/or subsidiary companies, the agencies and service providers acting on behalf of FUJITSU, and all of their respective employees shall enter into no legal obligations arising from the Innovation Award and shall have no liability whatsoever unless stated otherwise under applicable mandatory law.

## I. Miscellaneous

1. Should any of these Rules and Regulations be or become invalid, this shall not affect the validity of the remaining terms and conditions.
2. Any legal recourse resulting from the Innovation Award shall be excluded. The Innovation Award is governed exclusively by German Law under the exclusion of any conflict of law provisions. Exclusive place of jurisdiction for any dispute arising out of or in connection with the Innovation Award and/or these Rules and Regulations shall be Munich in Germany.



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