

GSMA Foundry Excellence Awards 2027 Rules of Entry

1. Definitions and Interpretations

1.1. In these **GSMA Foundry Excellence Awards 2027** Rules of Entry (the “**Rules of Entry**” or the “**Rules**”), unless the context otherwise requires, the following words shall have the following meanings:

- “**Agreement**” - means this Rules of Entry and any other specific terms and conditions agreed in writing between the Entrant and the Organiser;
- “**Awards**” – means the GSMA Foundry Excellence Awards 2027
- “**Category**” – means each particular category listed and detailed in this Rules of Entry;
- “**Ceremony**” – means the Awards ceremony (whether virtual or in person) where the Winners will be announced;
- “**Closing Date**” – means the deadline for entry to the Awards as conveyed in this Rules of Entry;
- “**Entrant**” – means an individual, team or group that submits an Entry for a Category;
- “**Entry**” – means the material submitted for a Category by the Entrant;
- “**Multiple Entries**” – means more than one Entry per Entrant;
- “**Organiser**” – means GSMA Ltd LLC., with registered office at 3445 Peachtree Road, Suite 910, Atlanta, 30326 GA, USA;
- “**Rules of Entry**” – means the specific rules or terms of participation applicable to the Awards identified in this Rules of Entry;
- “**Venue**” – means the location for the Ceremony for in-person Awards;
- “**Website**” – means the [site reference](#) as defined in the GSMA Foundry Excellence Awards 2027 Website User Terms; and
- “**Winner**” – means the winner of a Category.

1.2. The Organiser reserves the right to cancel and/or amend all or any part of the these Rules of Entry. Any changes will be posted on the Website. It is the responsibility of the Entrant to keep themselves informed of any changes.

1.3. By submitting an Entry, the Entrant shall be deemed to have accepted and agreed to comply with the Agreement.

1.4. In the event of any dispute regarding the Agreement, conduct or results of the Awards, the decision of the Organiser shall be final, binding and unchallengeable.

2. Entrants for the Awards

2.1. Unless otherwise stated in this Rules of Entry, the Awards are open to all Entrants, regardless of location or organisational type.

2.2. By submitting an Entry, the Entrant hereby warrants that all information submitted is true, accurate and complete. The Organiser reserves the right to verify any information contained in the Entry and the Entrant’s eligibility to submit an Entry.

2.3. The Organiser reserves the right to disqualify an Entrant if the Organiser has reasonable grounds to believe that an Entrant has breached any of the Agreement or any applicable law (including any copyright law), has committed any act that has caused or could cause reputational damage to the Organiser, or has otherwise infringed the intellectual property rights of any third party.

2.6. In the event a Winner is disqualified from the Awards, the Organiser may select an alternative Winner in the same manner as the original Winner and such selection will be subject to the Rules.

3. Entries for the Awards

3.1. All Entries must be submitted in the manner and format specified in this Rules of Entry.

3.2. Unless stated otherwise in these Rules of Entry, an Entry can be submitted to multiple Categories, unless stated otherwise.

3.3. Unless stated otherwise in this Rules of Entry, an Entrant can submit Multiple Entries in the same Category only if the Entry is for a different product or service.

3.4. While submitting an Entry, Entrants should provide the Organiser with updated and reachable contact details. Any changes to contact details provided should be emailed directly to the Organiser at excellenceawards@gsma.com.

3.5. Each Entry must satisfy all requirements set forth in this Rules.

3.6. On receipt of an Entry, the Organiser will confirm its arrival via email. If an Entrant does not obtain such a receipt within three days, it is the Entrant's responsibility to contact the Organiser to confirm its arrival with the Organiser. Unless confirmation has been received verbally or in writing, the Organiser cannot guarantee the arrival of an Entry or that the Entry will be accepted by the Organiser.

3.7. All Entries must be submitted in the English language.

3.8. Each and every Entry must be completed in full, including all mandatory sections of the entry form and submitted before the Closing Date. No Entry will go forward for judging unless all mandatory sections of the entry form completed with the relevant information.

3.10. Amendments cannot be made to an Entry once submitted. If an Entrant has any concerns about information included in an Entry after it has been submitted, they should contact the Organiser directly.

3.11. If the Organiser has reasonable grounds to believe an Entrant has attempted to influence the decision of the judges, by any means outside or in addition to the official Entry, the Entrant will be disqualified and will not be eligible for a refund of the Entry Fee paid.

3.12. The Awards are judged by a panel of independent judges without the interference or influence of the Organiser or any representative of the Organiser.

3.13. By submitting an Entry, the Entrant grants permission to the Organiser and its designees to use details of the Entrant as pertaining to the Awards, including company name, company logo, and/or likeness for purposes of advertising and trade in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law.

4. Intellectual Property and Indemnity

4.1. Any and all materials, information and content submitted by the Entrant must be the intellectual property of the Entrant, or otherwise the Entrant must have in writing all rights, licences, permissions and consents to use third party content by the company or individual whose intellectual property is being used.

4.2. Each Entrant warrants to the Organiser that:

(i) it owns or has and shall maintain all necessary rights, consents and licenses (including all intellectual property rights) required to use the content and materials submitted to the Organiser; and

(ii) the content and materials submitted to the Organiser comply with all applicable laws.

4.3. Entries cannot defame, misrepresent or contain disparaging remarks about other people, products or companies.

4.4. The Organiser assumes no liability for the Entry.

4.5. Entrants grant the Organiser a worldwide perpetual transferable license to copy, publish, broadcast, display, distribute, use, edit, translate, reuse and adapt the video or any other Entry content or materials submitted to the Organisers, both now and in the future in relation to the Awards.

4.6 All intellectual property rights in or arising out of or in connection with the Awards and the Ceremony (other than intellectual property rights in any materials provided by Entrants) will be owned by the Organiser.

4.7. By submitting an Entry to the Organiser, the Entrant agrees to defend, indemnify and hold harmless the Organiser from any and all claims, actions, regulatory fines, damages, expenses and costs awarded against or incurred by the Organiser arising from or in connection with: (i) the Organiser's posting of the Entry content on the Website or use of the Entry content during the Ceremony or otherwise in relation to the Awards; and (ii) any claim made against the Organiser for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Entry or any content or materials submitted.

5. Force Majeure & Limitation of Liability

5.1. The Organiser will not be liable or responsible to Entrants for any failure or delay in performing any obligation under these Rules of Entry regarding the Ceremony in the event of any circumstance not within the Organiser's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic or disease, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any

action taken by a government or public authority, including without limitation any prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors and interruption or failure of utility service (a “Force Majeure Event”). Any resulting suspension or cancellation of the Awards shall not constitute a breach of contract between Entrants and the Organiser. Entrants will not be entitled to claim for any loss, expense or damage whether arising in contract, tort, for breach of statutory duty, or otherwise, and whether direct or indirect, as a result of a Force Majeure Event nor will Entrants be entitled to a refund of Entry Fees. Personal arrangements including travel, subsistence, hospitality or accommodation relating to the Awards which have been arranged by Entrants are at their own risk.

5.2. Where the Ceremony or Awards is cancelled for any reason, the Organiser will not be liable to any Entrant, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, and whether direct or indirect, arising under or in connection with these Rules of Entry, the Ceremony or the Awards.

5.4. The Organiser will not be liable to any Entrant, whether in contract, tort, for breach of statutory duty, or otherwise, and whether direct or indirect, arising under or in connection with the Agreement for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of damage to goodwill or any indirect or consequential loss (including, but not limited to, non-refundable travel and accommodation costs).

5.5. Nothing in these Rules of Entry shall limit any liability of the Organiser that cannot be limited by law.

6. General

6.1. Entrants must comply with all applicable laws, statutes, regulations, rules, and safety announcements (including, without limitation, the rules of the Venue and the regulations of any licensing authority).

6.2. Any views and opinions expressed at the Ceremony or in connection with the Awards by the speakers, presenters and/or judges do not purport to reflect the views and opinions of the Organiser. GSMA is not responsible for any offence caused by the speakers, presenters and/or judges.

6.3. If the Organiser does not insist that any Entrant perform any of its obligations under these Rules of Entry, or if the Organiser does not enforce its rights against any Entrant, or if it delays in doing so, that will not mean that the Organiser has waived its rights against any Entrant or that any Entrant does not have to comply with those obligations. If the Organiser waives any rights, they will only do so in writing, and that will not mean that they will automatically waive any right related to any later default by any Entrant.

6.4. The Organiser may assign or transfer the Organiser rights and obligations under these Rules of Entry to another entity. Entrants may only assign or transfer their rights or obligations under these Rules of Entry to another person if the Organiser agrees in writing (in the Organiser’s sole discretion).

6.5. Each provision of these Rules operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

7. Data Protection

7.1 All personal information submitted by Entrants in connection with the Awards is processed by the Organiser in accordance with the privacy statement contained in this section (as may be amended from time to time).

7.2. GSMA Ltd LLC, with registered office at 3445 Peachtree Road, Suite 910, Atlanta, 30326 GA, USA ("we", "us") is the controller of Entrants' personal data.

7.3. Organiser will use personal data submitted by Entrant to: (i) confirm submissions of the Entry; (ii) communicate with Entrant relevant information about the Awards; and (iii) award prizes, when applicable. Organiser will be processing Entrants' personal data: i) to perform a contract with them (Article 6(1)(b) UK/EU GDPR), and/or ii) based on Organiser's legitimate interests (Article 6(1)(f) UK/EU GDPR).

7.4. Organiser shall not sell Entrant's personal data to anyone, and except as described in this Privacy statement, shall not share or disclose Entrant's personal data to third parties for their independent purposes.

7.5 By submitting an Entry, Entrant represents and warrants that: (i) Entrant has the authority to submit all details required in connection with the Awards, (ii) Entrant has communicated the Rules of Entry described herein with Entrant's team members and obtained the necessary authorisations to apply for the Awards; (iii) all details submitted for the purposes of Awards is accurate; and (iv) Entrant will inform the Organiser if there are any changes to any of the data submitted.

7.6. Organiser will keep Entrants' data for the period necessary to select winners and award prizes. If an Entrant is one of the winners, we may keep their data for tax and accounting purposes in accordance with applicable laws.

7.7 Entrant acknowledges that Organiser may publish a photograph of Entrant and certain information about Entrant on its website and through media channels. Such information might disclose Entrant's: full name, and company name.

7.8 By participating in the Awards, Entrant agrees to the use of Entrant's personal data in the ways described herein and in this privacy statement. Such an Entrant wishes to exercise their privacy rights, please contact us at dataprivacy@gsma.com.

8. Governing Law and Jurisdiction

8.1. The Rules shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to conflict of law principles. All claims relating to or arising out of the Rules, or the breach thereof, whether arising in contract, tort or statute, shall likewise be governed by and construed in accordance with the laws of the State of Delaware, United States, including its statute of limitations, without regard to conflict of law principles. The state courts of Delaware located in New Castle County and the federal courts for the district of Delaware, United States shall have exclusive jurisdiction over all claims.