

**“Can Your Badge Do This?”
JM Badge 2008 Design Challenge
Sponsored by Freescale Semiconductor, Inc. and IAR Systems**

OFFICIAL RULES

This competition is void where prohibited, taxed, or restricted by law.

Challenge Dates: This contest begins on Tuesday, October 7, 2008, 12:00AM Eastern Standard Time and ends 4:00PM, Eastern Standard Time, December 31, 2008.

Challenge Information:

Participants in the Freescale JM Badge 2008 Design Challenge (“Challenge”) will compete by developing an application on the JMBADGE2008.

The contest consists of one round. Participants must submit an application concept and a working software prototype of the application concept that runs on the JMBADGE2008. Participants will be required to provide their own equipment and supplies to participate.

Who May Enter:

The Challenge is open to natural persons who are legal residents of any country where the Challenge is not prohibited or otherwise restricted by applicable law, and who are 18 years or older as of September 4, 2008. Contestants must participate as individuals, not as corporations, limited liability companies, or other entities. The Challenge is void where prohibited, taxed, or restricted by law. Individuals and groups may register. At the time of registration, all groups must designate a lead member of the group as the contact point and provide a listing of all group members.

Employees of Freescale and IAR, their affiliate companies, subsidiaries, and agencies (including advertising, promotion, creative, media placement, public relations, product placement), judges and their family members (“Contest Parties”) are not eligible.

How to Enter:

Participants must fully complete the registration form available at www.canyourbadgedothis.com. Participants must submit their working software application concept (the “Entry”) at www.canyourbadgedothis.com. The Entry must be in English and must be developed, completed, and received by Freescale by 4:00 pm EST, December 31, 2008.

By submitting an Entry, a Participant represents and warrants that the Entry is the Participant's own original work and that the Participant is the owner or has obtained and currently holds valid and sufficient rights, including rights in third-party intellectual properties, to grant Freescale their subsidiaries, affiliates, agents, and customers the rights granted herein. Participants agree to be solely responsible if they submit another developer's Concept as their own. Participant also agrees to release, indemnify, defend and hold Freescale harmless from any and all claims, liabilities and damages (including without limitation attorney's fees) related to the Participant's Entry in the Challenge, or usage of the Entry by Freescale. Participant agrees to immediately notify Freescale in the event he or she discovers that there is any change in the ownership of the Entry as acknowledged and represented herein.

Each Participant further agrees to and does hereby grant Freescale, their subsidiaries, affiliates, agents, and customers the non-exclusive, irrevocable, perpetual, royalty-free, worldwide right and a limited license to use, reproduce, modify, display, publicly perform, demonstrate and distribute the Entry as appropriate for public display. Participant also agrees to modify the entry or any portion thereof as reasonably requested by Freescale to make the Entry appropriate for public display and use. Participant retains ownership, to the extent that such ownership exists, of the Entry.

Judging:

Entries must include use of the JM Badge Board. The contest is designed for the Rev B and Rev C badge boards, but entries using the Rev D boards are allowable with the following note: A contestant can submit designs using the Rev D badge board if the ambient light sensor is not used as part of the design entry.

All submissions will be tested and judged running on the Rev C badge board.

Judges will judge each entry on the bases of creativity, design efficiency, technical complexity, usefulness, overall rating, and total Freescale product content included. Those entries that involve use of IAR System software are also eligible to be judged for the Bonus Prize. Those entries eligible to be judged for the bonus prize will be judged on the basis of creativity, design, efficiency, technical complexity, usefulness, overall rating, and use of IAR System Tools.

In the event of a tie, the Entry with the highest creativity score will be selected. In the event of a further tie, the entry with the highest usefulness score will be selected. Judges will select one grand prize winner, one 1st prize winner, and one 2nd prize winner.

Decisions of the judges are final in all matters relating to this Challenge. All winners must meet the eligibility requirements set forth in these rules, and sign an affidavit of eligibility, and liability and publicity release, where permitted by law, in order to qualify for the prize.

Prizes:

Grand Prize: One (1) grand prize winner will win \$5000USD

1st Prize: One (1) 1st Prize winner will win \$2000USD

2nd Prize: One (1) 2nd Prize winner will win \$1000USD

Bonus Prize: One (1) bonus Prize winner will win one (1) full license of IAR Embedded Workbench® for ColdFire® and a BlackBerry® Curve™ 8310 Smartphone – an estimated value of \$6495USD

Receipt of prizes may have tax consequences in certain instances. All taxes on the prizes are the sole responsibility of the winner. By participating in this Challenge, participants agree to release and hold harmless Freescale and IAR, their advertising and promotions agencies and each of their respective parent companies, affiliates, subsidiaries, officers, directors, agents, and employees, from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with the 1) awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; or 2) participation in the Challenge or any prize related activities, including but not limited traveling to or from any prize related activity.

Winner Notification:

Winners will be contacted on or about January 20, 2009 by email, mail, or phone. As a condition of winning a prize, winners must complete, sign and return an affidavit of eligibility and liability/publicity release, where permitted by law, within seven (7) days of receipt of written prize confirmation or prize will be forfeited and an alternate winner selected. Any unclaimed prizes will not be awarded. By accepting prize, participants consent to use of their name and/or likeness for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law. If any correspondence or any prize is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. **Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return his/her prize.** Upon delivery to the winner, Sponsors will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize.

Miscellaneous Conditions:

All entries become the property of Freescale and will not be returned. By participating you agree to abide by and be bound by this official rules and the decisions of the judges, which shall be final with respect to all issues relating to this contest. It is your responsibility to ensure that you have complied with all of the conditions contained in the official rules. Freescale is not responsible for any lost, late, misdirected, stolen, illegible or incomplete entries.

Intellectual Property:

Participants will retain ownership in and to the entry materials and related original intellectual property contained in their entry. Freescale reserve the right to use the winning applications for promotional and/or demonstration purposes. Additionally, Participants agree to have judges from Freescale review their Entries, and agree to execute any documents necessary to achieve the license granted herein.

Any costs or expenses not explicitly stated in these Rules as Freescale's responsibility are the sole responsibility of the Participants including costs and expenses related to development of the Entry and acceptance of prizes.

Freescale is not responsible for any incorrect or inaccurate information whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Challenge or by any technical or human error, which may occur in the processing of submissions in the Challenge. Freescale reserve the right to correct any typographical, printing, computer programming or operator errors. Freescale do not assume responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, registration forms or entries. Freescale is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Freescale is not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Freescale which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge, Freescale reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge. Persons found tampering with or abusing any aspect of this Challenge, or who/m Freescale believes to be causing malfunction, error, disruption or damage will be disqualified. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE

RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Arbitration and Choice of Law: Except where prohibited by law, as a condition of participating in this Challenge, Participant agrees that (1) any and all disputes and causes of action arising out of or connected in any way with this Challenge, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) the parties shall use their best efforts to settle the dispute, claim, question, or disagreement, through good faith consultation and negotiation with each other, recognizing their mutual interests and attempting to reach a just and equitable solution satisfactory to both parties; (3) if the parties do not reach such resolution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be exclusively settled by final and binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and held at the AAA regional office nearest the Participant; (4) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (5) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with entering this Challenge), and Participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participants and Sponsor in connection with this Challenge, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, USA without regard to Texas choice of law rules.

The rules and conditions are subject to change by Freescale if necessary. Freescale reserves the right in their sole discretion to cancel, suspend and/or modify the Challenge at any time.

For a list of winners, please send a request via email to Megan.Hansen@freescale.com with a subject line "Request for list of Can Your Badge Do This Winners" before January 30, 2009.

Sponsored by: Freescale Semiconductor, Inc. 6501 William Cannon Drive West, Austin, Texas 78735 and IAR Systems AB, Strandbodgatan 1, Uppsala, Sweden

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