

Terms & Conditions – WORLDLINE HACKATHON

ARTICLE 1 – ORGANIZATION OF THE COMPETITION

The company **BeMyApp**, a French company with a capital of 1.250,00 euros, whose registered office is located 18 Boulevard Michelet, (13008) Marseille, France - company registration number B 523 824 258 (Marseille RCS) - is organizing on behalf of the company **Worldline** a company organized under the laws of France as a “Société Anonyme”, whose registered office is Immeuble River Ouest, 80 quai Voltaire at Bezons (95870) – France, and whose registered number is 378 901 946 RCS Pontoise (hereafter referred to, collectively, as “**Organizer**”) a hackathon called “Worldline e-payments challenge” (hereafter referred to as “**Competition**”) from September 26th to September 28th and is open to individuals or entities in the conditions described hereinafter at Article 3 (the “Participants”).

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the competition is to design and over a limited amount of time, an innovative solution around the following topic: “**How will we pay in 5 years**”.

Some companies invited by Worldline, hereafter referred as “Worldline Customers”, will propose specific challenges related to the topic.

Each Participant will choose to work on one or several of the “sub-topics” proposed by Worldline Customers.

Business and Technical experts, employees of Worldline or Worldline Customers, referred hereafter as “**Mentors**” will support the Participants in their work to design the best solution to the challenge(s).

ARTICLE 3 – PARTICIPATION PROCESS

The Competition is free and without any purchase obligation. The Competition is open to all individuals (i) who have the age required by law in their country of residence to enter this competition, (ii) who hold a bank account in their country of tax residence, (iii) who have IT skills, technical skills, design skills, or marketing skills and (iv) who have their own computer hardware in working order throughout the duration of the Competition.

Employees of Worldline and BeMyApp and/or their affiliates, and members of their families, as well as anyone who has directly or indirectly contributed to the conception, organization or realization of the Competition, are ineligible to take part in the Competition.

Participants will be composed of Fintech and startup companies, with expertise and /or assets that can be used to design and build a solution to one (or several) specific challenge(s).

The registration for the Competition is open from May 28th until September 7th. The hackathon will take place from September 26th 4:00 PM until September 28th at 5:00pm.

Only one registration per Participant is allowed during the entire duration of the Competition.

Phase 1: Registration process

- Date: Between June 1st and September 5th 2018
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://worldline.com/e-paymentschallenge> . Registrations will be limited to 50 for external registrants. Registrants must provide the following information: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on the website. This information is required for the completion of their application.

Each candidate guarantees that the information entered during his/her application to the Competition is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.

The Organizer reserves the discretionary right to reject any application at any time especially if the profile of the Participant does not comply with the Competition standards.

Phase 2: “Ideation” Online platform

- Date: On September 5th until September 25th
- Platform website
[addresshttps://platform.e-paymentschallenge.bemyapp.com/#/event](https://platform.e-paymentschallenge.bemyapp.com/#/event)
- will exchange with Mentors and other Participants their questions and ideas in order to mature them before the hackathon.

Phase 3: Beginning of the Competition

- Date: On September 26th at 4:00 PM
- Place: River Ouest, 80 Quai Voltaire, 95870 Bezons
- Object: Participants will meet and form teams of two (2) to six (6) Participants to focus around a single project of developing a solution (hereafter referred to as

“Teams”). Fintech participants will have until September 28th at 1:00 PM to design their solution.

Phase 4: Start of work on the projects

- Date: From September 27th at 9:00 until September 28th at 1:00 PM
- Place: River Ouest, 80 Quai Voltaire, 95870 Bezons
- Object: One mission: creating a solution that will best answer to the challenge while combining Participants and Worldline assets. During the Competition, meals will be available to Participants for breakfast, lunch and dinner.

Phase 5: Evaluation and presentation of the solution/prototype

- Date: On September 28th at 2 PM
- Place: River Ouest, 80 Quai Voltaire, 95870 Bezons
- Object: each Team will present its solution to the jury for a duration which will be determined according to the number of developed prototypes and which will not exceed 10 minutes, including 3 minutes of video, 4 minutes of project presentation and 3 minutes of questions/answers with the jury.

Phase 6: Jury's selection and Competition results

- Date: On September 28th at 4:30 PM
- Place: River Ouest, 80 Quai Voltaire, 95870 Bezons
- Object: Jury's deliberation and announcement of winners and prizes

ARTICLE 4 – DETERMINATION OF WINNERS

The winning Participants will be determined by a jury of 5 to 10 members representing Worldline and other professionals, especially representatives of Worldline Customers. The composition of the jury will be communicated to the Participants at the latest on September 26th.

The jury will designate the winners on September 28th near 5:00pm.

The winners will be selected from among the Participants who actually:

- Satisfy the conditions for participation as set forth in the present rules,
- Participated in the Hackathon session,
- Were present during the submission of their work on September 28th at 14:00 or – if need be – were excused by the other members of their Company.

The jury will select the winning Teams based on the following criteria:

- 1) Innovation
- 2) Business plan/market potential
- 3) Match with the customer challenge
- 4) Fit with Worldline
- 5) Security
- 6) Feasibility

Jury decisions are discretionary and final and cannot be challenged by Participants.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with prizes for each winning Team. It consists in technology objects.

The gained prizes are neither exchangeable nor refundable against their cash value.

BeMyApp reserves the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby.

Worldline will also enter in conversation with the winner Participants with the objective to build a partnership approach. Any partnership and collaboration projects related to the proposed solution will be formalized by written agreement between Worldline and concerned Participants. This partnership approach can include hosting of the winner Participants on Worldline booth in one of the Global events that Worldline attend (NRF 2019 Retail's big, Mobile World Congress 2019 , Money 2020 Europe 2019).

ARTICLE 6 – PRIZE ALLOCATION

Prizes will be sent by BeMyApp to the winners within a maximum of 12 (twelve) weeks, to the address indicated by the winners.

If the address of a winner is unusable (illegible, incomplete or erroneous), the latter will lose the profit of its prize.

No mail will be sent to Participants who did not win.

In addition, the Organizer cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact the winner.

The Organizer shall bear no liability related to the selection of the winner.

ARTICLE 7 – COMPENSATION

Participant waives all of his/her claims regarding compensation against the Organizer due to the development of its solution and more generally to his/her participation to the Competition (in particular with regards to costs incurred for participation such as transport, accommodation, etc.) with the exception of drinks and meals which will be supplied by the Organizer during the duration of the Competition.

ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

The Organizer reserves the full and free right to shorten, extend, modify or terminate the Competition, or a part of the Competition without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means of its choice (including e-mail and/or publication on the Website), and, if the need arises, will communicate to the Participants the new rules applicable or the new ending date of the Competition, as the case may be. Each Participant may notify the Organizer by e-mail that s/he refuses the new conditions of the Rules, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to the Organizer within seventy-two (72) hours, the new conditions of the Rules will be deemed to have been accepted by Participants.

In case of a modification to the Rules, cancellation or interruption of the Competition, or a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation of any nature.

ARTICLE 9 – FRAUD

The Organizer may cancel all or part of participations in the Competition if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the Competition. The Organizer reserves, in this case, the right not to award prizes to fraudsters, to disqualify the concerned prototype project and/or to bring actions against the authors of these frauds. The Organizer shall not incur any responsibility towards the Participants because of its decision of cancellation and the committed frauds.

Furthermore, the Organizer cannot be liable in case of damage, whether material or immaterial, caused during the Competition and thereafter, to the Participants, to their

computing equipment, or to the data, including consequences which may ensue from it on their personal, professional or commercial activity.

ARTICLE 10 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY

Worldline will grant for the exclusive purpose and for the duration of the Competition, the appropriate limited, nontransferable, and nonexclusive intellectual property rights to the Participants, in order to create and developed prototypes and solutions during the Competition.

For avoidance of any doubt, Worldline shall retain full ownership of any intellectual property rights in any Worldline's API's, software, source/object code, know-how, materials which are made available to the Participant within the context of the Competition.

The Participants can't assign their rights, without the Organizer prior written consent. The conditions of this assignment of rights shall be defined by way of a separate agreement between the Organizer and the Participant.

All intellectual property rights own by a Party prior to the Competition will remain the ownership of that Party. The Parties could further agree on the conditions of use of their respective rights in a separate agreement.

During the Competition, the Participants shall only use elements which are clear of any rights to allow Worldline using or exploit the prototypes, solutions and these elements. Any third-party elements included in the prototype, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use and exploitation. The Participant understands that this licenses and information are taken into account in the assessment for the allocation of a prize.

The prototypes shall not infringe any intellectual property right or images right. Each Participant warrants to the Organizer that their creation does not infringe in any way any third-party rights, and that s/he obtained, where necessary, the authorization of any third party and keep safe the Organizer of such infringement.

By joining the Competition, Participants expressly authorize the Organizer, for free, to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes and solutions presented during the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the works realized on all the communication media used in support of this Competition as well as to mention names, first names and images of the Participants.

Under this regulation, the Participant shall not acquire any full or partial right of any kind on the name and trademark “Worldline” nor on any names and/or brands associated with Worldline used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Worldline’s or any of its associated or related companies.

ARTICLE 11 – IMAGE RIGHTS

The Participants may be filmed or photographed during the event. By joining the Competition, the Participants agree to the use and the distribution of their image by the Organizer, including for promotional events occurring after the Competition. The production and distribution of films and photographs of the event will not lead to any compensation of the Participants.

ARTICLE 12 – CONFIDENTIALITY

The Participant acknowledges the confidentiality of all data, software, information and documents of any nature which have been shared with him/her throughout the Competition.

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any information with any third party, unless s/he has obtained a written authorization to do so, delivered by the Organizer beforehand. This applies to information shared with him/her by the Organizer or shared with him/her indirectly upon the execution of this contract.

The Participant commits to delivering, returning or destroying any confidential information or shared with the Participant upon the execution of this contract, on the Organizer’s simple request and at the latest at the end of the Competition. This confidentiality agreement is valid for twenty-four (24) months from the start of the Second Phase mentioned in this contract.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer to contact the winner and to award them the prizes in an efficient way and, if the case arises, to publish the list of the winners.

Personal Data you submit when you participate in the Hackathon will be treated in accordance with our Privacy Policy <http://privacy.bemyapp.com/> and applicable data protection laws.

Participants have the right to access, update and/or obtain deletion of their data by requesting directly to BeMyApp at the following address: 86 rue de Charonne, 75011 Paris.

ARTICLE 14 – RESPONSIBILITY

BeMyApp and Worldline remind Participants about the characteristics and limits of the Internet network and decline any responsibility regarding any consequence that may occur while they are connected to the Internet network on the event websites and during their participation in the Competition.

BeMyApp nor Worldline shall be made responsible if Participants cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to (1) network overload ; (2) an electric or human error (3) any malicious intervention ; (4) a issue related to a phone line ; (5) an issue related to hardware or software ; (6) a hardware or software malfunction ; (7) a case of emergency ; (8) disruptions that may affect the smooth running of the Competition.

It is the Participant's responsibility to take the appropriate measures to protect his/her own data and/or software located on his/her computer equipment, against any violation. The Participant's connection to the event websites and their participation in the Competition is made under their own sole responsibility. BeMyApp or Worldline shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

BeMyApp or Worldline shall not be held responsible if, for any reason, data related to a Participant's registration doesn't reach the company or is illegible or impossible to process.

BeMyApp and the Organizer reserve the right to exclude any Participant or person disrupting the Competition's smooth running. They reserve the right to use any recourse, including suing anyone suspected of cheating, falsifying, or disrupting the process described in the Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organizer or by BeMyApp to have disrupted the Competition in any of the ways stated above, will be deprived of the right to obtain any prize, and no claim will be accepted consequently.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the Competition. They see to covering their risks by their own insurance and renounce any right to resort to the the Organizer or BeMyApp in that respect.

Worldline shall not be liable within the Competition for any loss or direct and indirect damage, material or immaterial, suffered by the Participants, or its material and equipment that may occur during the hackathon including consequences which may ensue from it on their

personal, professional or commercial activity.

ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website <https://worldline.com/e-paymentschallenge> and shall be applicable during the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of the present regulation. Participation in the Competition is strictly personal and the Participant cannot, under any circumstances, be replaced. Any claim relating to the Competition will be barred after the period of three (3) months from the deadline for participation stipulated in Article 1.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with French law. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to amicable settlement.

In case of failure to reach an amicable settlement, the parties submit to the exclusive jurisdiction of the Commercial Courts of Paris to decide and settle any claim, dispute or matters arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual).