

Terms & Conditions - Deloitte Online Competition The Garage

ARTICLE 1 – ORGANIZATION OF THE COMPETITION

The company BeMyApp, a French company 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 Deloitte Consulting B.V., a Dutch company whose registered office is located Gustav Mahlerlaan 2970, 1081 LA Amsterdam, the Netherlands - company registration number 33259541 (hereafter referred to as “Deloitte”) (hereafter referred to, collectively, as “Organizer”) a hackathon called “Deloitte the Garage Competition (TBD)” (hereafter referred to as “Competition”) from [November 30, 2018] to [mid February 15, 2019].

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the competition is to develop, in teams and over a limited amount of time, an innovative solution around the following topic:

- Generate innovative solutions for challenges faced by 2 industries serviced by Deloitte.
- Showcase Deloitte’s prowess in working in open innovation
- Promote the upcoming Garage and Introduce a new way of working to Deloitte’s clients

ARTICLE 3 – PARTICIPATION PROCESS

The Competition is free of registration fee 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 (hereafter referred to as “Participants”).

Employees of Deloitte 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.

The registration for the Competition is open from [November 26, 2018] until [end January 2019] The hackathon will take place from [November 30, 2018] until [February 15, 2019]

Each registration in the hackathon is individual, and only one registration per person is allowed during the entire duration of the Competition.

Phase 1: Registration process

- Date: Between [November 30, 2018] and February 15, 2019 (TBD)
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: website TBD. Registrations will be limited to 1 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 and/or exclusion of participation.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards – as mentioned in article 3.

Participants have the right to leave the Competition at any time during the Competition.

Phase 2.1: “Ideation” Online platform

- Date: On November 30, 2018 until closing of the challenge February 15, 2019
- Platform website address: website : deloittegarage.bemyapp.com
- Object: On the “Ideation” platform, each Participant will exchange with mentors and other Participants their questions and ideas in order to mature them before the hackathon. Participants will add their final project on the ideation platform. [The “Ideation” platform is a private website, but is open to all Participants and mentors]
- Latest mid February 15, 2019
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Phase 3: Beginning of the Online Competition

- Date: On November 30, 2018
- Place: online ideation website
- Object: Participants will meet and form teams of one (1) to six (6) Participants to focus around a single project of developing a prototype (hereafter referred to as “Teams”). A Participant cannot be a part of more than one Team. Teams will have until February 19th 2019 to develop their prototype.

Phase 4: Jury selection and mentorship

- Date: On February 1, 2019
- Place: ideation platform
- Object: From February 1, 2019, a maximum of 5 teams per challenge, will be appointed by Deloitte. For 2 weeks they will receive mentor guidance from Deloitte.

Phase 5: Jury's selection and Competition results

- Date: February 15, 2019
- Place: ideation platform
- Object: The jury will appoint one winning Team per challenge. Each winning Team will be invited to the opening of the Garage and will present their prototype. A maximum amount of team members can be set by Organizer to attend the opening event.

Phase 6: Incubation program (option)

- Date: February 15, 2019
- Place: Deloitte, the Garage, Amsterdam
- Object: Following Phase 6, Teams can be selected by Deloitte to join an incubation program of appr. 6-8 weeks, during which they will receive support to help finalize their projects. Several mentors and stakeholders will be involved to deliver the program.

At the end of this incubation phase, a jury made of Deloitte employees and external stakeholders will rate the projects in the incubation program. The criteria for the incubation project presentation have not been established yet.

ARTICLE 4 – DETERMINATION OF WINNERS

The 2 winning Teams will be determined by a jury of representing Deloitte and other professionals. The composition of the jury will be communicated to the Participants at the latest on mid February 2019. The jury will designate the winning Team(s) on mid February 2019.

The jury will select the winning Teams, per challenge based on the following criteria (TBC):

- 1) Innovation
- 2) Business plan
- 3) UI/UX interface/Aesthetics
- 4) Quality of prototype

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with 8 prizes which will be awarded to the winning teams:

1st prize: the sum of €4000,- (divided equally between each member of the winning team).

2nd prize: the sum of €2000,- (divided equally between each member of the winning team).

3rd prize: the sum of € 1000,- (divided equally between each member of the winning team).

4th – 8th prize: 5 x 100 euro vouchers to be spend at BOL.com (divided equally between each member of the winning team).

The gained prizes are neither exchangeable nor refundable against their cash value. Be-MyApp reserves the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby.

An incubation program might be offered to the winning Teams to further develop the prototype. If an incubation program is offered by Deloitte, the terms of this agreement will be settled amongst the teams and Deloitte after the Competition has concluded.

ARTICLE 6 – PRIZE ALLOCATION

Prizes will be sent by BeMyApp to the winning teams 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.

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.

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

ARTICLE 7 – COMPENSATION

Participant waives all of his/her claims regarding compensation against Deloitte and BeMy-App due to his/her participation to the Competition (in particular with regards to costs incurred for participation such as transport, accommodation, etc.).

ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

The Organizer reserves the right to shorten, extend, modify or terminate the Competition, or a part of the Competition, as a result of a force majeure event 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 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 and or terms and conditions, 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.

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 to recall or 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 the committed frauds.

Furthermore, neither Deloitte, nor BeMyApp can 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

Any intellectual property right related to the prototypes developed and created during the Competition shall remain the property of the creating team, person or participant.

During the Competition, the Participants shall only use elements which are clear of any rights. 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. The Participant understands that this information is taken into account in the assessment for the allocation of a prize.

Each Participant warrants to the Organizer that their creation or prototype does not infringe in any way any third-party rights, including intellectual property rights, and that s/he obtained, where necessary, the authorization of any third party.

By joining the Competition, Participants expressly authorize Deloitte, for free, to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the Competition. Each Participant agrees to be exposed in the media as well as social media (portfolio, website, etc.) and authorizes Deloitte 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.

The Participants shall not acquire any full or partial right of any kind on the name and trademark "Deloitte" nor on any names and/or brands associated with Deloitte, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Deloitte, or any of its associated or related companies. Participants shall not use the such names, trademarks, service marks, logos, trade names and/or branding.

Except as provided otherwise between a Participant or Team and the Organizer, nothing in this terms and conditions shall be deemed to grant a party, either directly or indirectly, any right, title or license to any prototype, creation or idea which is developed during this Competition by any other party. However, if the Participant wishes to grant another party any right in his/her prototype, creation or idea, he/she shall first offer to Deloitte the option to acquire the rights in their prototypes for commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between Deloitte and the Participant(s).

Organizer, neither BeMyApp nor Deloitte, shall protect the intellectual property rights of the participants.

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 Deloitte , 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, nor can Organizer, BeMyApp nor Deloitte be held liable for any damage of a Participant with regard to such image or film.

ARTICLE 12 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all information and documents 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 any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer's simple request. This confidentiality statement is valid for 24 months from the start of the Second Phase of the Competition.

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 address 86 rue de Charonne, 75011 Paris or by going to data.bemyapp.com.

ARTICLE 14 - RESPONSIBILITY

Organizer reminds Participants about the characteristics and limits of the Internet network and declines 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.

Organizer, neither BeMyApp nor Deloitte shall be responsible if Participants cannot connect to the website of the Competition 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. Organizer, neither BEMyApp nor Deloitte, shall be responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

Organizer, neither BeMyApp nor Deloitte shall be responsible if, for any reason, data related to

a Participant's registration doesn't reach the Organizer or is illegible or impossible to process.

Organizer reserves the right to exclude any Participant or person disrupting the Competition's smooth running. Organizer reserves 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 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 Organizer, Deloitte or BeMyApp in that respect.

Protecting his/her intellectual property rights remains the sole responsibility of the Participants. Organizer, neither Deloitte, nor BeMyApp shall be responsible or liable for any third party infringement (including infringements by other Participants) to any intellectual property right of the Participants.

ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website 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 Dutch 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 Dutch courts 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).