

Terms & Conditions - GE RENEWABLE ENERGY “AQUA AGENTS” 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 GE RENEWABLE ENERGY CANADA INC. a Canadian-based company, whose registered office is located 5005 Boul. Lapiniere, Brossard J4Z0N5 QC (hereafter referred to, collectively, as “Organizer”) a hackathon called “AQUA AGENTS” (hereafter referred to as “Competition”) from September 24th to September 26th 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 topic:

- **NEW PARTNERS, NEW SOLUTIONS, NEW HORIZONS**
- **LIVING IN A WORLD OF SERVICES & DATA**
- **HYDRO IN THE 4TH INDUSTRIAL REVOLUTION**

ARTICLE 3 – PARTICIPATION PROCESS AND EVENT DESCRIPTION

The Competition is open to two types of Participants: “External” ones and “Internal” ones. Internal Participants are employees or contractors currently working for the Organizer in the sites of Brossard and Sorel Tracy. External ones are students from universities located in Montreal.

Internal participants must inform their manager that they will participate to the event and get formal approval for it.

Furthermore, members of the BeMyApp staff and members of their families, as well as any person who has directly or indirectly contributed to the design, organization or execution of the Competition, are excluded from participation in the Competition.

The Competition is free and without any purchase obligation.

The Competition is open up to 64 individuals – 40 internal & 24 external participants - (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 engineering & technical skills, design skills, sales & marketing skills, or IT skills, (iv) who have their own computer hardware in working order during throughout the duration of the Competition, and (v) authorized to travel to the United States of America (hereafter referred to as “Participants”).

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

Each entry in the Competition is individual, and only one entry per person is allowed for the duration of the Competition. Any attempt of fraud by a Participant may result in the invalidity of all its entries in the entire Competition.

Each Participant must carry an identity document throughout the Competition and the Organizer reserves the right to carry out all the necessary verifications concerning the identity of the Participants.

The Competition is divided into six (6) phases as follows:

Phase 1: Registration process

- **STUDENTS**

- **Date:** Between July 30th and September 10th 2019

- **Object:** Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: aquaagents-gehackathon.bemyapp.com/etudiantfr or aquaagents-gehackathon.bemyapp.com/studenten.

Registrants must provide the following information: last name, first name, date of birth, address, phone number, email, name of their university and their year of studying, and their profile for the purpose of the Competition, as suggested on the website. This information is required for the completion of their application.

- **INTERNAL GE RENEWABLE ENERGY EMPLOYEES**

Date: Between July 30th and August 30th 2019

Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: aquaagents-gehackathon.bemyapp.com/internalge. Registrants must provide the following information: last name, first name, date of birth, address, phone number, function, 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.

- **FOR ALL PARTICIPANTS**

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.

Following his application for registration, each candidate will receive, no later than two (2) weeks before the start of the Challenge, and to the address he has communicated, an email indicating whether his registration is confirmed and, in such a case, an invitation to the Aqua Agents event and an Assignment of Intellectual Property Rights and Waiver of Moral Rights, which he will have to sign and hand deliver the first day of the Competition as a condition of participating in the Competition. Any refusal to sign the Assignment of Intellectual Property and Waiver of Moral Rights will automatically void your participation.

The Organizer may cancel all or part of the Competition if it appears that fraud has occurred in any form whatsoever, particularly in a computer manner in the context of participation in the Competition or the determination of the winners. In this case, it reserves the right not to award prizes to fraudsters.

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.

Phase 2: Ideation Workshop (*timings are indicative and are subject to change*)

- **Date:** On September 24th at 11.30 AM

- **Place:** Fairmont The Queen Elizabeth - 900 René-Lévesque Blvd W, Montreal, QC H3B 4A5, Canada

- **Object:** Participants will be invited to the Aqua Agents Ideation workshop where they will be trained on the problematics, the challenges, the technical assets. They will also meet the mentors and other participants to share ideas.

Phase 3: Beginning of the Competition (*timings are indicative and are subject to change*)

- Date: On September 24th at 4:30 PM
- Place: Fairmont The Queen Elizabeth - 900 René-Lévesque Blvd W, Montreal, QC H3B 4A5, Canada
- Object: Participants will meet and join teams of six (6) to eight (8) Participants and will be assigned one challenge to solve. (hereafter referred to as “Teams”). One Participant cannot be a part of more than one Team.

Phase 4: Start of the work and deliverables (*timings are indicative and are subject to change*)

- Date: From September 24th at 4:30 PM until September 26th at 10:00 AM
- Place: Fairmont The Queen Elizabeth - 900 René-Lévesque Blvd W, Montreal, QC H3B 4A5, Canada
- Object: Start working and producing deliverables. Teams will have until September 26th at 10:00 AM to develop their idea and deliverables. The Organizer will share data and tools to Participants in order for them to develop their projects. A list will be shared before the beginning of this phase.
- During the Competition period, a buffet meal will be available to participants for breakfast, lunch (dinner TBC).

Expected deliverables are:

- Creating a Project Page on projects-aquaagents-gehackathon.bemyapp.com
- A Presentation / Pitch tool in English
- A prototype (TBC)

If there is a product of code or any prototype, the Participant warrants and guarantees that the source code, the object code and all documents used to conceive and execute the Deliverable show all the necessary rights and licenses and qualities to allow the Organizer or any other professional to take possession of the work, run, use, edit, copy, modify, distribute, perform, publicly display and exploit the Deliverable.

The Participant commits to delivering the source code, the object code and any other document created to use, produce, copy, distribute, modify or change all or any part thereof, publicly perform or display and exploit the Deliverable after the Competition.

The Deliverable is qualified as a collective work, created and disclosed on the initiative of the Organizer, which each Participant expressly waives to contest.

Each internal participant will determine at his / her convenience the material and in particular temporal conditions of realization of his project, respecting, at least, a break of 20 minutes every 6 hours and a rest of 11 consecutive hours including necessarily the duration of closing of the premises put available for the running of the Competition.

The Organizer is not obliged in any way to develop, highlight or exploit any of the deliverables, including those of the winning projects.

Phase 5: Presentation and Evaluation of the project (*timings are indicative and are subject to change*)

- Date: On September 26th 2019 at 10.00 AM
- Place: Fairmont The Queen Elizabeth - 900 René-Lévesque Blvd W, Montreal, QC H3B 4A5, Canada

- Object: From 10:30 AM, each Team will present its project to the jury for a duration which will be determined according to the number of developed projects and which will not exceed 5 minutes, including 3 minutes of demo and 2 minutes of questions/answers with the jury.

Phase 6: Jury's selection and Competition results (*timings are indicative and are subject to change*)

- Date: On September 26th at 11:00 AM
- Place: Fairmont The Queen Elizabeth - 900 René-Lévesque Blvd W, Montreal, QC H3B 4A5, Canada
- Object: Jury's deliberation

ARTICLE 4 – DETERMINATION OF WINNERS

The one (1) winning Team will be determined by a jury of 5 to 8 members representing GE RENEWABLE ENERGY and other professionals. The composition of the jury will be communicated to the Participants at the latest on September 15th 2019. The jury will designate the winners on September 26th around 12.15 PM.

The winners will be selected from the Competition Participants who have cumulatively fulfilled the following conditions:

- Satisfy the conditions for participation as set forth in the present rules
- Participated in the whole Hackathon session (24th to 26th of September)
- Were present during the submission of their project on September 26th 2019

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

- 1) Innovation
- 2) Business plan
- 3) Feasibility

The jury is sovereign in its deliberations and designates the winners by deliberation.

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The prizes for the competition are:

Best Project Award: This prize will be awarded to one (1) team. The winning team will be offered

- For students of the winning team: an internship With GE Renewable Energy in Brossard or Sorel Tracy (description to be announced soon)
- For all members of the winning team: a two-days visit (including one night in a hotel located on site, meals provided) to the GE Global Research Center (1 Research Circle, Niskayuna, New York 12309) Please note that only participants who are authorized to travel to the United States of America will be able to benefit from this prize. If a winner is not allowed to travel to the United States of America, the Organizer will not replace the prize with any other one. The gained prizes are neither exchangeable nor refundable against their cash value. The Organizer reserves the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby.

ARTICLE 6 – PRIZE ALLOCATION

Prizes will be granted by GE RENEWABLE ENERGY to the winners within a maximum of 4 (four) months, and all information about the prizes will be sent to the address indicated by the winners.

If the address of a winner is unusable (illegible, incomplete or erroneous), the latter may 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

The participation of selected external students will be paid in the amount of three hundred Canadian dollars (CAD 300) announced in writing by BeMyApp prior to the entry of the contestant.
By registering to the event, the Participant waives all of his/her claims regarding a greater compensation against the Organizer due 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 (dinners to be confirmed).

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 Event Website and/or the Organizer's websites), and, if the need arises, will communicate to them 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, 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, which they expressly accept.

ARTICLE 9 – FRAUD

The Organizer may cancel all or part of participations in the Competition if it appears that fraud or misrepresentation 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 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 – INTELLECTUAL PROPERTY RIGHTS

Participants undertake to produce, during the Competition, original and personal creations that have not been the subject of any assignment to a third party, distribution or publication in any form, condition or medium whatsoever.

Participants undertake and warrant that their Deliverable does not infringe any intellectual property rights or other rights belonging to a third party and in particular that their Deliverable has not already been awarded or sold.

The Participants declare that they alone hold any intellectual property rights on their Deliverable and guarantee the Organizer and all its partners against any third-party recourse in this respect. They acknowledge being solely responsible for any breach of this warranty obligation.

Any and all materials, content, work product, ideas, concepts, data, discoveries, inventions, reports, works of authorship, industrial designs, that have been conceived, authored or reduced to practice pursuant to or in connection with this Competition (“Intellectual Property”) shall be exclusively owned by GE Renewable Energy for its sole and exclusive use. Participants are compelled to use such intellectual property in accordance and with respect to the Organizer’s intellectual property rights.

Authorization granted to the participants to use data provided by the Organizer is limited to the duration of the Competition. Any use of this data outside the scope of the Competition is subject to a prior separate agreement concluded between the Organizer and the participants.

The participants expressly acknowledge the Organizer’s exclusive rights to publish, communicate, disclose, divulge and represent the submitted ideas and work results verbally, graphically or in writing, in any medium worldwide and without restrictions in time, and by any means, either present or future, free of charge, in relation to this Competition.

ARTICLE 11 – IMAGE RIGHTS

By entering the Competition, participants consent to the taking of their image (in any form and on any medium) during the Competition and the reproduction, use and distribution of their image, including those taken during the Competition or at the time of the prize-giving by the Organizer, in particular for promotional purposes for a subsequent event organized by the Organizer, for the promotion of the Competition, the Deliverables or as part of their development / future implementation.

Participants transfer their right to the image without compensation, regardless of the form (such as photographs, recordings; this list not being exhaustive) and the support (such as digital, graphic, paper; this list not being exhaustive), in whole or in extracts, to the Organizer with a view in particular to the following uses:

1. the reproduction of photographs and / or films, in full or by extracts, by any known and unknown methods to date and on all media;
2. the representation of the photographs and / or films, in whole or in extracts, by all methods of communication to the public known and unknown to date.

This authorization is granted free of charge for the whole world.

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 agreement is valid for 24 months from the start 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.

The Participant is informed that certain answers indicated as such in the entry form are mandatory and that the Participant's failure to answer these questions will prevent him / her from participating in the Competition.

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 by going to data.bemyapp.com or at the address 86 rue de Charonne, 75011 Paris (FRANCE)

ARTICLE 14 - RESPONSIBILITY

The Organizer reminds Participants about the characteristics, limitations and risks of the Internet network and accepts no responsibility for any consequences that may occur while they are connected to the event websites and during their participation in the Competition.

The Organizer shall not 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) an 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. The Organizer 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.

The Organizer 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.

The Organizer reserves 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 to have disrupted the Competition in any of the ways stated above, will be deprived of the right to obtain any dotation, 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 Organizer in that respect.

ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website aquaagents-gehackathon.bemyapp.com 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 6 (six) 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 Ontario law. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, the parties submit to the exclusive jurisdiction of the Ontario 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).