

Terms & Conditions –ENGIE Innovathon 2020

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 ENGIE, a France-based company with a capital of 2 435 285 011 € euros, whose registered office is located 1 place Samuel de Champlain 92400 Courbevoie, company registration number 542 107 651 (RCS Nanterre) (hereafter referred to, collectively, as “Organizer”) an innovathon (hereafter referred to as “Competition”) from March 5th, 2020 to April 23rd, 2020.

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: decarbonization

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 (hereafter referred to as “Participants”).

The Competition is open to one type of Participants : “Internal Participants” which are employees or contractors currently working for the Organizer.

The registration for the Competition is open from January 20th, 2020 to March 27th, 2020. The Competition will take place from April 22nd, 2020 at 8:00 AM until April 23rd, 2020 at 7:00 PM.

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

Phase 1: Registration process

- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <http://engie-innovathon.bemyapp.com>. Registrants must provide the following information: last name, first name, email address, phone number, job title 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 right to reject an application at any time if the profile of the Participant does not comply with the Competition standards.

Phase 2.1: Workshop 1

- Registration period: Between January 20th, 2020 and March 4th, 2020
- Date: March 5th, 2020
- Place : Deskopolitan Voltaire, 226 Boulevard Voltaire 75011 Paris
- Object: Participants will be invited to the workshop “Client Pain Points” where they will interview the clients through an empathy map exercise in the morning and further develop this to better understand the clients’ pain points in the afternoon.

Phase 2.2: “Ideation” Online platform

- Date: March 6th, 2020 through March 27th, 2020
- Platform website address: <http://engie-innovathon.bemyapp.com>
- Object: On the “Ideation” platform, Participants will exchange with mentors and other Participants in order to further develop their ideas and answer any questions before the Competition. Each team cannot exceed 4 Participants.

Phase 2.3: Jury’s selection and Ideation results

- Date: March 31rd, 2020 from 1:00 pm
- Place: Online
- Object: Jury’s deliberation and announcement of the 20 teams selected for Workshop 2

Phase 2.4: Workshop 2

- Date: April 2nd, 2020, afternoon.
- Place : Châteauforn’ City le Cnit, 2 place de La Défense 92053 Puteaux

- Object: 20 teams will be invited to the workshop “Selection Workshop” where one member each of Team will pitch their idea to the jury. Length of presentations will not exceed 5 minutes including 3 minutes of pitch/demo and 2 minutes of questions/answers with the jury.
- Selection: At the end of the day, the jury will announce maximum 6 finalist teams. The finalist teams will be invited to participate in the Innovathon.

Phase 3: Start of work on the projects

- Date: April 22nd, 2020, 9:00 AM to April 23rd, 2020, 6:30 PM
- Place: Deskopolitan Voltaire, 226 Boulevard Voltaire 75011 Paris
- Object: The Innovathon seeks to harness the energy of our whole ecosystem to build innovative solutions for a decarbonized world. Teams will have until April 23rd, 2020 to develop their projects and deliverables. The Organizer may share data and tools with Participants in order to help them to develop their projects. A list of these will be shared before the beginning of this phase. During the Competition, meals will be provided for Participants (on the 5th March, breakfast, lunch and dinner , on the 22nd for breakfast, lunch, on the 23rd, breakfast, lunch and dinner)

Phase 4: Evaluation and presentation of the prototype

- Date: On April 23rd, 2020 at 3:00 PM
- Place: Deskopolitan Voltaire, 226 Boulevard Voltaire 75011 Paris
- Object:_From 3:00 PM, each Team will present its prototype to the jury. Length of presentation will be determined according to the number of developed prototypes and which will not exceed 7 minutes including 5 minutes of demo and 2 minutes of questions/answers with the jury.

Phase 5: Jury’s selection and Competition results

- Date: On April 23rd, 2020 from 05:00 pm
- Place: Deskopolitan Voltaire, 226 Boulevard Voltaire 75011 Paris
- Object: Jury’s deliberation and announcement of winners and prizes

ARTICLE 4 – DETERMINATION OF WINNERS

The winning Team will be determined by a 5 to 8 member jury representing ENGIE and other professionals. The composition of the jury will be communicated to the Participants at the latest on April 22nd, 2020. The jury will announce the winners on April 23rd, 2020 around 6 PM

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

- Satisfy the conditions for participation as set forth in the present rules
- Participated in the Innovathon session
- Were present during the submission of their prototype on April 23rd, 2020 at 1:00 PM or – if need be – were excused by the other members of their Team.

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

- 1) Feasibility
- 2) Planet / Environmental Impact
- 3) Profitability
- 4) Client / Desirability
- 5) People

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with one prizes:

1st prize: the sum of 5 000 euros (divided equally between members of the winning team).

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.

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

ARTICLE 6 – PRIZE ALLOCATION

Prizes will be sent by the Organizer to the winners within a maximum of 4 (four) months as from April 23th 2020, 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 – 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 as defined by the French Civil Code 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 /privacy.bemyapp.com/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, 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 8 – 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 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 9 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY

Exploitation and property rights to prototypes developed during the Competition are reserved to Participants.

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.

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.

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 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 "ENGIE" nor on any names and/or brands associated with ENGIE, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of ENGIE, or any of its associated or related companies.

ARTICLE 10 – 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 11 - CONFIDENTIALITY

The Participant acknowledges to keep 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 he/she 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 Second Phase mentioned in this contract.

ARTICLE 12 – 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 cases 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 13 - RESPONSIBILITY

BeMyApp 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.

BeMyApp 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) 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 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 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 Organizer or BeMyApp in that respect.

ARTICLE 14 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website <http://engie-innovathon.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 French 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 French 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).