

Remote Resilience Online Hackathon

organized by BEMYAPP, sponsored by MICROSOFT

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) - (hereafter referred to, as "Organizer") is organizing a hackathon called Remote Resilience Online Hackathon (hereafter referred to as "Competition") from May 14th 2020 to June 29th 2020. Sponsor of this hackathon is Microsoft Bilgisayar Yazılım whose registered office is located Hizmetleri Limited Şirketi, Bellevue Residences, Levent Mahallesi Aydin Sokak No:7, Levent 34340, Istanbul, Turkey.

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

Remote work and distributed teams have evolved from the latest office trend to standard business practice creating an entirely new corporate landscape.

While some organizations have embraced a remote work culture, others have been forced to acclimate due to the recent health crisis and global lockdowns. Whether they're adopting or adapting to this new model, businesses are searching for innovative ideas and creative solutions to better their work from home practices and achieve more.

The goal of this online challenge is to boost your creative concepts around remote work, based on Microsoft software and development solutions.

For this challenge, BeMyApp invites participants with ideas that center around, but are not limited to the following topics:

- Remote Collaboration & Productivity
- Remote Secure Access Management
- Remote Rapid Business Process & Customer Relationship Management
- Remote Distributed Team Programming

Participants choose between these focus areas according to their preference. The prizes will be awarded independently and are not connected to dedicated tracks. More inspiration, different focus areas may be published during the submission period.

ARTICLE 3 – PARTICIPATION PROCESS

3.1 Eligibility and Submission Requirements

With an international call via outreach in the software development industry ecosystem through direct mailings and social media, potential participants (e. g. startups) will be asked to submit their project for the challenge. Details about the challenge can be found on the website remoteresilience.bemyapp.com, and applications will be accepted via the application form on the platform remoteresilience-platform.bemyapp.com directly. The selection will be done by a jury consisting of experts (internal; external) from Microsoft and partners.

The Competition is free and without any purchase obligation. The Competition is open to all individuals, teams or companies, if the applicants are (i) 18 or older if required by law in their country of residence to enter this competition, (ii) hold a bank account in their country of tax residence, (iii) (hereafter referred to as "Participants").

Employees of the Organizer, sponsor 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 have to register (no limitation in numbers) and submit their projects until 23rd of June 2020 - then 5 (five) winners will be chosen, announced during a webinar on 29th of June, and each being contacted by the Organizer via their contact details provided during the signup process.

Only one registration per innovation / project / idea is allowed during the entire duration of the Competition.

Submissions will only be accepted from an eligible individual with full rights to do so, either on his/her own behalf, or on behalf of his or her company (each is referred to herein as a "Participant" or "Entrant"). Companies must appoint an individual for contact and potential winner notification and prize acceptance, if applicable. No more than one (1) prize will be awarded per Participant. By submitting an Entry on behalf of a company, Entrant affirmatively agrees that he or she has been asked to do so on behalf of the company and is the authorized company representative, and any prize award will be provided to the company representative who will be solely responsible for disbursement of the prize.

As between Competition Entities and Participant, Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at the time of submission to this Competition. By entering, each Participant acknowledges and expressly agrees that his/her Entry may be promoted by the Organizer on its website and/or in various media (including via paper, data and digital media) at the Organizer's discretion.

By entering and/or accepting a prize, Participants and/or winners hereby consent, where lawful, to the use by the Organizer (and its authorized third parties) of Participant's name, company name, image, likeness, voice, hometown, and/or biographical information, content included in the Entry, and feedback in any and all media now known or hereafter developed worldwide, including on the Internet, without additional compensation, and without the right of review, notification, or approval in connection with the Competition.

3.2 Challenge and participation process

Phase 1: Registration and submission

Date: From May 14th, 2020 to June 23rd, 2020.

Object: Every participant can register and submit their projects online on the dedicated website for the Competition accessible at the following address: remoteresilience-platform.bemyapp.com.

Participants must provide the following information: last name, first name, company name (if applicable), date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on registration from embedded on the website. This information is required for the completion of their application.

To present the project/idea, the participant needs to fill out:

- Twitter pitch – explain the project in just 140 characters!
- The Need - the problem that the participant is tackling
- The Solution – explain the solution and
- How it works
- Presentation Slides - using the provided template (accessible after signup to the platform)

Each participant 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 rules defined in these Terms & Conditions.

Milestones and 1:1 sessions

Upon completion of a milestone as detailed on the event website/platform, each participant (individual or team) wins the right of a 1:1 mentor session with a mentor of Microsoft that will be dedicated to the participant. This session will be no longer than 25 minutes and will be held on the platform (via “Book a Mentor” and accessible via “1:1 sessions” - details will be announced to the participants after signing up). Particular mentors cannot be chosen, mentors will be assigned according to their availability and at random, to guarantee fairness in the competition. There will be several different slots available, to choose from. Details on this will be provided by the Organizer.

Phase 2: Determination and announcement of winners

Date: June 23rd to June 29th, 2020

On June 23rd, all published projects will be handed over to the jury. Until June 29th, the 5 (five) winners will be determined according to the judging criteria.

On June 29th, a webinar will be held on the platform to announce the winners of the competition. This webinar will be held by either the Organizer or the sponsor of the event. Each winner will be contacted individually on the same day, after the webinar was held. A replay of the webinar is accessible on the platform.

The winners have 2 days to respond after as of the date of the email informing about the selection. If an informed winner does not confirm within 48 hours, the organizers have the right to select another winner.

ARTICLE 4 – ENTRY WARRANTY

By entering this Competition, each Participant hereby represents, warrants and agrees to produce written evidence of such if requested, that: (i) The Entry, in whole and in part (the “Entry” shall include any materials provided in connection with the Entry), does not violate or infringe upon any third party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations;

(ii) The Entry, in whole and in part, is submitted to the Competition by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the Entry or any part thereof, who are depicted (directly or indirectly) in the Entry by name, likeness,

voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the Entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the Entry and its use pursuant to these Official Rules;

(iii) Participant has all other rights, licenses, permissions, and consents necessary to submit the Entry and to grant all of the rights granted to the Competition Entities in these Official Rules (and in any written Agreement signed by Participant), and the exercise thereof by the Competition Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;

(iv) The Entry in whole or in part contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices; (v) The Entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, discriminatory, cruel, abusive, highly sensitive, grossly harmful, harassing, invading someone else's privacy, libelous, threatening, hateful, racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, harm minors in any way, deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature, impersonate another person, contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, threatens the unity, integrity, defense, security or sovereignty of a jurisdiction, friendly relations with foreign states or public order or illegal content, and/or technology or other content that is prohibited from export, content of an obscene or menacing character, prechallenges investigation of any offense, and does not otherwise offend against reasonable standards of taste and decency; and

(vi) The Entry in whole or in part does not contain information considered by the Participant, its employer, or any other third party to be confidential.

In order to be eligible for this Competition, the submitted Entry, in whole and in part (and its Participant) must comply with all other terms stated in these Official Rules (which may be amended or varied at any time by the Organizer without notice at the Organizer's sole discretion and will be posted in revised terms and conditions on website URL.

ARTICLE 5 – DETERMINATION OF WINNERS

The order of winning participants will be determined by a jury representing sponsors and management members of Microsoft and partner companies. The composition of the jury will be communicated in advance, but may be subject to change. The jury will designate the winners of the ideation track on June 25th and of the startup track on July 9th.

The jury will select the winning participants out of the pre-selected 6 Participants who were evaluated based on the following criteria to equal weight:

- Quality of prototype
- Design of UX/UI
- Innovation value

- Business value

Jury decisions are final and cannot be challenged.

The winners 2 days to respond after receiving the email informing them about the win. If an informed winner does not confirm the win as described in the email within 48 hours, the Organizer has the right to select another winner.

Finally the winners are entitled to the following prizes (in USD):

1. Prize: \$4.000, 2. Prize \$2.000, 3. Prize \$500, 4. Prize \$250, 5. Prize \$250. The ultimate winners will designate a bank account to receive the payment. Prize money will be transferred to the winners via bank transfer latest 3 months after the end of the competition, by the Organizer. The distribution of the money to other team members lies within the responsibility of the Participant.

ARTICLE 6 – 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, especially but not limited to a result of a force majeure challenge 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 email 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 email that 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, Prizes, cancellation or interruption of the Competition, or a reduction or an extension of its length, the Organizer excludes all liability and Participants will not be entitled to any compensation.

Any claim relating to the Competition will be barred after a period of 6 (six) months from the deadline for participation stipulated in Article 1.

Recourse to the courts is excluded.

ARTICLE 7 – FRAUD

The Organizer may cancel all or part of participation 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 8 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY

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

If the Participants wish to assign their rights, they shall first offer to the Organizer 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 the Organizer and the 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 for at least 24 months following the registration deadline. 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 BeMyApp, Microsoft or any of their subsidiaries or participating partners, nor on any names and/or brands associated with BeMyApp, Microsoft or their subsidiaries, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of BeMyApp, Microsoft or any of their subsidiaries, or any of its associated or related companies.

ARTICLE 9 – IMAGE RIGHTS

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

ARTICLE 10 – 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 Second Phase mentioned in this contract.

ARTICLE 11 - 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 contact them for the next steps for the collaboration with hubraum in an efficient way and, if the case arises, to publish the list of the winners.

The personal data collected in connection with the participation in the competition will be processed by bemyapp for the purpose of conducting the competition and notifying the winners. The legal basis for the processing is Art. 6 I b), c) and f) DSGVO. Personal Data you submit when you participate in the Hackathon will be treated in accordance with BeMyApp's 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 12 - 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 challenge websites and during their participation in the Competition.

The Organizer shall not be made responsible if Participants cannot connect to the website of the challenge due to a technical fault or in the challenge 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. All personal information will be terminated after 3 month from the Competition.

It is the Participant's responsibility to take 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 challenge 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 prize, and no claim will be accepted.

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

ARTICLE 13 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the challenge website remoterésilience.bemyapp.com during the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of the present regulation.

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).