

# TERMS & CONDITIONS

Updated September 16, 2020

## ARTICLE 1 – ORGANISATION OF THE COMPETITION

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 “Organiser”) is organising a hackathon called Safe@Home Online Hackathon (hereafter referred to as “Competition”) from July 27th, 2020 to November 12th, 2020. The sponsor of this hackathon is Microsoft SA Ltd, whose registered office is located at 3012 William Nicol Drive, Bryanston, 2191 Johannesburg, South Africa.

## ARTICLE 2 – OBJECTIVE OF THE COMPETITION

Gender-based and domestic violence is a subject now more visible than ever. Due to the Covid-19 pandemic, it is believed that women have to face even more domestic violence. Throughout August each year, South Africa places particular emphasis on raising awareness of the issues impacting women, prompting Microsoft to use this opportunity to take action in supporting women. The goal of this online challenge is to utilise Microsoft software to develop practical solutions that offer support and a safe environment for women facing trouble with domestic and gender-based violence.

## 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. developers, designers) will be asked to take part in the challenge and submit their project. Details about the challenge can be found on the website [safeathome.bemyapp.com](https://safeathome.bemyapp.com), and applications will be accepted via the registration form. The selection will be made 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 South African residents, 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”). Participants will create teams of 3-6. After team formation, participants will be required to work on their ideas jointly and independently.

Employees of the Organiser and/or their affiliates and members of their families are ineligible to participate in the Competition.

Employees of the sponsor, and/or their affiliates and members of their families, as well as anyone who has directly or indirectly contributed to the conception, organisation, or realisation of the Competition are allowed to take part in the Online Challenge only as “Volunteers”. Volunteers:

1. Have to register with their work mail address
2. Have to choose the tag “Volunteer” upon registration
3. Are ineligible to receive prizes
4. Form their own teams, with only members of their company
5. Are not allowed to mix with participants in any ways

6. Set up their project pages mentioning the word "Sponsor" in the title
7. A winner of the volunteer teams will be announced and judged separately from the participants competition.

Participants will have to register and submit their projects by the 19th of October 2020 - on October 23rd six (6) final teams will be chosen to pitch their ideas at the final demo day on October 26th and then three (3) winners will be chosen by a dedicated jury, announced during a webinar on the the same day, and each being contacted by the Organiser via their contact details provided during the signup process.

Volunteers will have to register and submit their projects by the 19th of October 2020.

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 on his/her behalf (referred to herein as a "Participant" or "Entrant"). No more than one (1) prize will be awarded per Participant.

The prizes are dedicated to the Participants. The Volunteers won't be included in this prize pool.

As between Competition Entities and Participant, Participant has and retains all intellectual and proprietary rights and 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 Organiser and Sponsor on its website and/or in various media (including via paper, data, and digital media) at the Organiser's discretion.

By entering and/or accepting a prize, Participants and/or winners hereby consent, where lawful, to the use by the Organiser (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/ 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.

### 3.1.a TECHNOLOGIES, RESTRICTIONS AND SUGGESTIONS

All solutions must include the use of Microsoft Azure as part of the solution.

Participants should be familiar with Microsoft Azure Cloud platforms, however learning curves should be taken into account.

Any operating system (e.g. Linux or Windows), development language, development framework, development tools or hardware can be used.

Other 3rd party tools can be used to enhance the solution, however, this must be approved by the Organisers. If there is no suitable Microsoft alternative, it will most likely be approved.

The usage of the Microsoft Azure cloud platform is encouraged, including other Microsoft cloud platforms like Microsoft 365.

### 3.2 CHALLENGE AND PARTICIPATION PROCESS

#### **Phase 1: Registration and submission**

**Date: From August 11th, 2020 to October 19th, 2020.**

From August 11 till September 06 registrations will be handled via the registration form on the

website [safeathome.bemyapp.com](https://safeathome.bemyapp.com).

From September 07th on, every participant can register and submit their projects online on the dedicated website for the Competition accessible at the following address: [safeathome-platform.bemyapp.com](https://safeathome-platform.bemyapp.com).

From September 16th on, every volunteer can register and submit their projects online on the dedicated website for the Competition accessible at the following address: [safeathome-platform.bemyapp.com](https://safeathome-platform.bemyapp.com).

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

Volunteers must provide the following information: last name, first name, date of birth, address, phone number, email, and profile for the purpose of the Challenge, as suggested on the registration form embedded in the website. This information is required for the completion of their application.

To present the project/idea, the participant must complete:

- 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 sign up 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 rejection of the application.

Each Volunteer guarantees that the information entered during his/her application to the Challenge is complete and accurate. Any false, incorrect or incomplete information will automatically result in the rejection of the application.

The Organiser 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 completing a milestone, as detailed on the event website/platform, each participant and volunteer (individual or team) wins the right of a 1:1 mentor session with a Microsoft mentor that will be dedicated to the participant. This session will be no longer than 25 minutes and will be held on Microsoft Teams (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, and the Organiser will provide details.

### **Phase 2: Determination and announcement of winners**

**Date: October 19th to October 26th, 2020**

On October 19th, all published projects will be handed over to the jury. Until October 23rd, the six (6) finalists will be determined according to the judging criteria. There will be no finalists composed of a volunteer team.

Judging criteria (total 40 points; 10 points per criteria) will be:

Feasibility  
Creativity  
Quality of Prototype  
Desirability

On October 26th, a webinar will be held on the Microsoft Teams where the six (6) finalists will pitch their idea. The event will be open to the public. Afterwards the three (3) winners of the competition will be announced. This webinar will be held by either the Organiser 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 winner of the Volunteers will be announced by uploading a video on the Volunteers Teams Channel.

The winners will receive an email notification and have two (2) days to respond. If an informed winner does not confirm within 48 hours, the Organiser has the right to select another winner.

#### **ARTICLE 4 – ENTRY WARRANTY**

By entering this Competition, each Participant and Volunteer 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 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 and Volunteer 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, or challenges 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 or the Volunteer, its employer, or any other third party to be confidential.

In order to be eligible for this Competition, the submitted Entry, in whole and 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 Organiser without notice at the Organiser'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 on October 26, 2020.

Jury decisions are final and cannot be challenged. The winners have two (2) days to respond after receiving the email informing them about the win. If an informed winner does not confirm as described within 48 hours, the Organiser has the right to select another winner.

### **5.1 PRIZES AWARDED**

**The Competition is endowed with 8.000\$ prizes:**

**1. Prize: \$5.000, 2. Prize \$2.000, 3. Prize \$1.000.**

The ultimate winners will designate a bank account to receive the payment. Prize money will be transferred to the winners via bank transfer the latest four (4) months after the end of the competition by the Organiser. The distribution of the money to other team members lies within the responsibility of the Participant. Volunteers are ineligible to any prize.

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. In case the Jury decides for a tie, a prize might be split between two teams.

### **5.2 PRIZE ALLOCATION**

Prizes will be sent by BeMyApp to the winners within a maximum of 4 (four) months, to the address indicated by the winners.

If the winner's address is unusable (illegible, incomplete, or erroneous), the latter will lose the profit of its prize. In addition, the Organiser 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.

## **ARTICLE 6 – MODIFICATION, INTERRUPTION, AND TERMINATION OF THE COMPETITION**

The Organiser reserves the right to shorten, extend, modify or terminate the Competition, or a part of the Competition, mainly but not limited to a result of a force majeure challenge without incurring liability as a result thereof.

In such case, the Organiser 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 Organiser by email that he refuses the new conditions of the Rules, in which case he/she will be excluded from participating, which he/she expressly accepts. If no refusal is communicated to the Organiser 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 Organiser excludes all liability and Participants will not be entitled to any compensation.

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

Recourse to the courts is excluded.

## **ARTICLE 7 – FRAUD**

The Organiser may cancel all or part of participation in the Competition if it appears that fraud has occurred in any form whatsoever, particularly computer fraud, during the Competition. In this case, the Organiser reserves 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 Organiser shall not incur any responsibility towards the Participants/Volunteers because of the committed fraud.

Furthermore, the Organiser 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 that may ensue 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/Volunteers.

During the Competition, the Participants/Volunteers shall only use elements that are clear of any rights. Any third-party elements included in the prototype, including open-source software, must be 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 to allocate a prize.

The prototypes shall not infringe on any intellectual property rights or images right. Each Participant/Volunteer warrants to the Organiser 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/Volunteers expressly authorize the Organiser, 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/Volunteer agrees to be mediatized (portfolio, website, etc.) and authorizes the Organiser, for free, to present all the works realized

on all the communication media used in support of this Competition and to mention names, first names and images of the Participants/Volunteers.

Under this regulation, the Participant/Volunteer 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/Volunteer may be filmed or photographed during the demo challenge. By joining the Competition, the Participants/Volunteers agree to the use and the distribution of their image by the Organiser, including future promotional challenges. The production and distribution of films and photographs of the challenge will not lead to any participants' compensation.

#### **ARTICLE 10 - CONFIDENTIALITY**

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

The Participant/Volunteer commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organiser'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/Volunteer by the Organiser is primarily intended to ensure that the Competition will be completed appropriately and in particular to allow the Organiser to contact the winner and to contact them for the next steps for the collaboration with Microsoft in an efficient way and, if the case arises, to publish the list of the winners.

BeMypp will process the personal data collected in connection with the competition's participation to conduct the competition and notify 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/Volunteers 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 Organiser reminds Participants/Volunteers 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 Organiser shall not be made responsible if Participants/Volunteers 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 three (3) months from the Competition.

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

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

The Organiser reserves the right to exclude any Participant/Volunteer or person disrupting the Competition's smooth running. They reserve the right to use any recourse, including suing anyone suspected of cheating, falsifying, or obstructing the process described in the Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organiser 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/Volunteers 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 insurance risks and renounce any right to resort to the Organiser in that respect.

### **ARTICLE 13 - APPLICATION OF THE TERMS AND CONDITIONS**

This document is accessible on the challenge website [safeathome.bemyapp.com](http://safeathome.bemyapp.com) during the full duration of the Competition.

The Company reserves the right to change these terms and conditions at any time at its discretion. Your continued use of the event site after posting any amended terms and conditions shall constitute your agreement to be bound by any such changes.

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

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