Terms & Conditions - 3D PRINTING HOUSING HACK

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 LAFARGE CENTRE DE RECHERCHE, a company incorporated and registered in France, RCS Vienne B 405 158 312, with its registered office located at 95, rue du Montmurier, 38070 Saint Quentin Fallavier, France (hereafter referred to, collectively, as "Organizer") a hackathon called "3D PRINTING HOUSING HACK" (hereafter referred to as "Competition") from 13/11/2020, 09:30 am (TBC) to 01/03/2021, 7:00 pm (TBC).

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: Harness 3D printing to revolutionize housing construction. The 3D Printing Housing Hack is an international contest (multiphase hackathon) involving teams of students from the most renowned universities worldwide where concrete 3D printing technology will be used to craft solutions that will improve the efficiency in construction.

The teams will have to redesign and optimize the structure of a reference mid-rise residential building (2-story) for more effective material use (less material, the right material performances at the right place, etc.) and shorter construction time. It will be a plus for the project to tackle other aspects of the mid-rise residential building such as the thermal, acoustics and fire resistance performances, the reduction of the carbon footprint, the aesthetics, etc. A rough estimation of the construction cost of the optimized design will be required, and will have to be competitive with the traditional reference building.

The approach will be focused on developing innovative structural designs to leverage the advantages of 3d printing while addressing its current technological hurdles. The key innovations in the designs will be proven through concrete 3D printing prototypes. The development of new materials and/or robotics technologies is out of the scope of the hackathon.

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").

Employees of LafargeHolcim 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 02/10/2020 until 09/11/2020. The hackathon competition will take place from 13/11/2020, 08:30am (TBC) to 08/03/2021, 05:30pm (TBC).

The competition is divided in 3 steps. It starts with an opening event from 13/11/2020, 09:30am (TBC) to 15/11/2020, 07:00pm (TBC), followed by an online follow-up phase from 16/11/2020, 08:00am (TBC) to 05/03/2021, 11:59pm (TBC) and conclude by the final hackathon from 06/03/2021, 05:30pm (TBC) to 08/03/2021, 07:00pm (TBC).

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

- <u>Date</u>: Between 02/10/2020 and 09/11/2020
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: https://3dprintinghousinghack.bemyapp.com. Registrations will be limited to 200 for external registrants. Registrants must provide the following information: last name, first name, date of birth, address, phone number, email, school/university, motivations, CV and/or Linkedin 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 registrations will be examined and the selected candidates will receive a confirmation shortly. The final validation of the registration will be subject of the contract signature between the parent university of the candidate and LafargeHolcim. Candidates should register as soon as possible in order to get out the best from the Phase 2: "Inspiration" Online platform which will start on 26/10/2020 (TBC).

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: "Inspiration" Online platform

- <u>Date</u>: Between 26/10/2020 (TBC) and 12/11/2020
- Platform website address:

https://inspiration.3dprintinghousinghack.bemyapp.com

• <u>Object</u>: On the "Inspiration" platform, each Participant will exchange with mentors and other Participants their questions and ideas in order to mature them before the hackathon. The Participants will have the chance to assist to VIP conferences.

Phase 3: "Ideathon": Beginning of the competition

- <u>Date</u>: From 13/11/2020 at 09:30 am (TBC) until 15/11/2020 at 07:00 pm (TBC)
- Place: Online platform
- Platform website address: https://inspiration.3dprintinghousinghack.bemyapp.com
- Object: Participants will form teams of four (4) to six (6) to focus around a single project of developing a prototype (hereafter referred to as "Teams"). One mission: creating a solution that will revolutionize housing construction through the use of 3D printing technology. A Participant cannot be part of more than one Team.

Phase 5: Online follow-up phase

- <u>Date:</u> From 16/11/2020 at 08:00am (TBC) until 05/03/2021 at 11:59 pm
- Place: Online Platform
- <u>Object</u>: During this online phase, each Team will work on its project and will present its prototype to the jury. Then, the jury will determine which teams have the best projects. Afterwards, the jury will determine the six (6) finalist teams.

Phase 6: "Final Hackathon" Evaluation and presentation of the prototype

- <u>Date:</u> From 06/03/2021, 05:30pm (TBC) to 08/03/2021, 07:00pm (TBC)
- <u>Place:</u> LafargeHolcim Innovation Center, 95 rue du Montmurier, 38070 Saint-Quentin Fallavier
- Object: On the 08/03/2021 from 03:30 pm (TBC), each finalist team will present its
 prototype to the jury for a duration which will be determined according to the number
 of developed prototypes and which will not exceed 5 minutes, including 3 minutes of
 demo and 2 minutes of questions/answers with the jury.

Phase 7: Jury's selection and Competition results

- Date: On 08/03/2021 at 05:30 pm (TBC)
- <u>Place</u>: LafargeHolcim Innovation Center, 95 rue du Montmurier, 38070 Saint-Quentin Fallavier
- Object: Jury's deliberation and announcement of winners and prizes

ARTICLE 4 - DETERMINATION OF WINNERS

The three (3) winning Teams will be determined by a jury of 3 to 15 members representing LafargeHolcim and other professionals. The composition of the jury will be communicated to the Participants at the latest on 05/03/2021. The jury will designate the winners on 08/03/2021 near 06:30 pm (TBC).

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

- Satisfy the conditions for participation as set forth in the present rules
- Participated in all the Hackathon sessions
- Were present during the submission of their prototype on 08/03/2021, 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) Design (Innovation & flexibility)
- 2) Technical feasibility & constructability
- 3) Optimization of the use of material (maximize the 3DP use)
- 4) Potential business
- 5) "Wow" effect / Project evolution (bonus)

Jury decisions are final and cannot be challenged.

ARTICLE 5 - PRIZES AWARDED

The Competition is endowed with three (3) prizes:

1st **prize**: Support to develop their project into a real pilot construction + the sum of 9000€ (divided equally between each member of the winning team).

2nd prize: the sum of 4000€ (divided equally between each member of the winning team).

3rd prize: the sum of 2000€ (divided equally between each member of the winning team).

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.

ARTICLE 6 – PRIZE ALLOCATION

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

In the event the postal address of a winner is unusable (illegible, incomplete or erroneous) or if it is revealed that a Participant has been selected or designated as winner through the use of fraudulent means in strict opposition with the present Terms and Conditions defined by the Organizer, the latter will lose the profit of its prize and no other prize will be awarded to the winner, and the prize will not be awarded and will remain the property of the Organizer.

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 winning Participant.

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

ARTICLE 7 – COMPENSATION

Participant waives all of his/her claims regarding compensation against the Organizer due to his/her participation in the Competition (in particular with regards to costs incurred for participation such as transport, time spent, etc.) with the sole exception of drinks, meals and accommodation on site (for a maximum of two (2) nights) which will be supplied by the Organizer during the duration of the Final Hackathon.

A travel budget of 300€ (three hundred euros) maximum will be allocated to each Participant in order to join the event (with a total of 2000 € per Team). However, Participants will have to provide a bill in order to be reimbursed for their travel expenses.

Accommodation for a maximum of two (2) nights (March 6th, 2021 to March 8th, 2021) will be ensured by the Organizer and will be on LafargeHolcim Innovation Center site.

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 and/or for reasons or due to circumstances beyond its control, or in any case, not depending on its will, and/or to guarantee and ensure security, fairness, integrity and/or proper functioning of the Competition, without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any written means of its choice (including email and/or publication on the Inspiration Platform Website: https://inspiration.3dprintinghousinghack.bemyapp.com (TBC)), 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 s/he refuses the new conditions of the amended 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 amended 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 for any consequences 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 and/or infringement of third parties rights (including competitors), during the Competition. The Organizer reserves, in this case, the right not to award prizes to fraudsters, to disqualify the concerned creations, results and 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 held liable in case of damages, whether material or immaterial, and/or any consequential loss 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

The Participants agree that exploitation and property rights to prototypes, creations, deliverables and results, including in particular preliminary code application, software, source code, software in executable form (object code), documentation, graphics, calculations and any and all results and/or materials developed, conceived and obtained during the performance and for the purpose of the Competition by the Participants shall be vested in the university or school in which they are enrolled, which may protect them by any means of its choice.

The Participants therefore agree to assign for free their entire rights, titles and interests to the said university or school in and to their prototypes, creations and the results of the Competition, with all the rights and obligations deriving there from, without territorial limitation, and for the duration of the corresponding rights, for any exclusive use and exploitation.

The Participant assigns to the said university or school the intellectual property rights together with all rights and powers arising or accrued from the intellectual property rights in the prototypes, creations, deliverables and results of the Competition.

During the Competition, the Participants shall only use elements which are clear of any rights and are not subject to third party proprietary rights that limit or exclude their utilization

in any manner whatsoever. Any third-party elements included in the prototype, creations and/or results, 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, creations and results shall not infringe any intellectual property rights or any rights of any party. Each Participant warrants to the Organizer that their creation and their use does not infringe in any way any third-party rights, and that s/he obtained, where necessary, the written express authorization of any third party.

Under the present T&C and its participation in the Competition, the Participant shall not acquire any full or partial right of any kind on the names and trademarks of LafargeHolcim Group nor on any names and/or brands associated with LafargeHolcim Group, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of LafargeHolcim Group, or any of its associated or related companies.

The Participant undertakes to require LCR written approval before any use of LCR or LafargeHolcim logo and/or trademarks on its project communication materials (such as presentation, poster, prototype, ...).

The Participant shall not during and after the Competition apply for registration as a trade mark, business name, company name or domain name of any word or logo that is the same as, substantially identical to or confusingly similar to the name of the Competition.

ARTICLE 11 – IMAGE RIGHTS

By joining the Competition, Participants expressly transfer for free, to the Organizer the exclusive right to use, publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes, creations and results presented during and after the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes, for free, the Organizer 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.

For the avoidance of doubt, the purpose of this authorization is to set forth the terms and conditions under which BeMyApp and/or the Organizer will, in the context of the Competition, be able to take photographs and videos representing the Participant and use these photographs and videos. The Participant agrees to be filmed or photographed during the event.

By joining the Competition, the Participant agrees to the free use and distribution of their image and/or voice by LCR and its affiliated companies, including for promotional events occurring after the Competition. The production and distribution of recordings, films,

images, images and photographs of the event will not lead to any compensation of the Participants.

Consequently, the Participant grants the right to LCR, its affiliated companies the right to fix, use, reproduce, adapt, publish, exhibit, distribute, communicate to the general public or a restricted public its image for any advertising, promotional and/or illustration purpose, for internal and external use, in all necessary formats, for a duration of ten (10) years, throughout the world and for any and all media, including notably: brochures, magazines, newsletters, Intranet, Internet including social media, any interactive communication system for mobile phones, Extranet, motion pictures, videotape, CD, CD-ROM, DVD, USB keys, billboards or signs, media stock photography (also called photo archive, picture library, image bank or photo bank) including any Media Library of the LafargeHolcim Group, mailings, leaflets, catalogues, posters, print media, packaging and point of sales materials, rates, promotional materials (pin's, t-shirts, key rings...) through any material which could be used for advertising, promotional and/or illustration purposes internally or externally to the LafargeHolcim Group.

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 LCR 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 LCR's simple request. This confidentiality agreement is valid for 24 months from the start of the Second Phase mentioned in this contract.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

This paragraph provides participants with the information defined in article 13 and 14 of the GDPR.

The controller of the personal data is LAFARGE CENTRE DE RECHERCHE, a company incorporated and registered in France, RCS Vienne B 405 158 312, with its registered office located at 95, rue du Montmurier, 38070 Saint Quentin Fallavier, France

The purpose of the processing of personal data is

- (i) to allow the Participant to register to the Competition
- (ii) to take part in every step of said Competition,

- (iii) to allow Participants, the Organizer, mentors, and members of the jury to interact during the whole Competition, either directly or through the website,
- (iv) 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 legal basis for the processing of your personal data is our contract which consists in these Terms & Conditions. The data collected are necessary for the performance of this contract.

The recipients of these personal data are: the Organizers.

The personal data will not be transferred to third countries as this term is defined in the GDPR (i.e. countries outside Europe).

The Organizers will retain your personal data for the duration of the Competition and a period of 12 months.

During the time Organizers hosts and processes your personal data, you have a right to request to (in accordance and within the limits defined in the GDPR):

- (i) have access to your personal data
- (ii) rectify said personal data,
- (iii) erase said personal data,
- (iv) limit the processing of said personal data,
- (v) receive and transmit said personal data to another controller (data portability).

These rights can be exercised by contacting BeMyApp at the address 86 rue de Charonne, 75011 Paris or by going to <u>data.bemyapp.com</u> and will be accompanied by a proof of the Participant's identity.

According to applicable law, you have the right to lodge a complaint with the French supervisory authority: Commission Nationale Informatique et Libertés - CNIL 3 Place de Fontenoy - 75334 PARIS CEDEX 07

Contact details of the data processing officer:

privacy.lh@lafargeholcim.com.

ARTICLE 14 - WARRANTIES

The Participant warrants that:

- The creations, prototypes, results and deliverables have not been copied wholly or in part from any other work or materials;
- The Participant is the sole legal and beneficial owner of the copyright and all intellectual property rights on the prototypes, creations and results of the Competition;

- The creations, prototypes and results are not subject to any license, mortgage, charge or other encumbrance:

The Participant also warrants the Organizer that the creations, prototypes, results and deliverables in any way whatsoever will not infringe the intellectual property of any third party.

It is specified that, in case of any infringement, the Participant undertakes to immediately propose for free a new creation/prototype or result to the Organizer.

The Participant shall indemnify and keep the Organizer and its affiliated companies indemnified against any and all losses, liabilities, actions, claims, proceedings, damages and costs (including legal costs) sustained or incurred by the Organizer and its affiliated companies as a result of any breach by the Participant of the warranties set out above.

In addition, the Participant shall, at the request of the Organizer, provide such assistance as the Organizer may reasonably request to enable the Organizer and its affiliated companies to defend any action, claim or proceedings brought against the Organizer and its affiliated companies as a consequence of any such breach.

ARTICLE 15 - 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 agree to respect all rules and instructions given by the Organizer and any company of LafargeHolcim Group in terms of Safety and Security, as well as internal rules, policy and instructions. Failure to respect such rules and internal policy will result in immediate exclusion of the Participant from the Competition, without compensation of any kind and with no reimbursement of travel costs.

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 16 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website https://3dprintinghousinghack.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 controversy or controversy or claim relating to the Competition, should be made by writing no later than one (1) month from the end of the Competition as indicated in Article 1. Any issue or observation submitted later than this deadline may not be taken into consideration. Any practical difficulty arising from the application, interpretation or implementation of the present regulation will be dealt and settled supremely by the Organizer in accordance with French legislation. These decisions shall be final and cannot be challenged. Each Participant is hereby informed of and consequently accepts the fact that all decisions of the Organizer with regard to the application of the present Rules and regulation is final and cannot be challenged, and shall not establish any entitlement to a refund, exchange, compensation and/or negotiation of any kind.

The present T&Cs and any contractual and non-contractual disputes in connection with them shall be governed and construed in accordance with the laws of France, without regard to its conflict of laws principles.

Any dispute arising out of or in relation to the Terms and Conditions shall be brought to an amicable settlement. In case no amicable settlement can be reached, notwithstanding all provided efforts, any claim, dispute, matter arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual), or legal actions by one of the

parties against the other shall be submitted to the exclusive jurisdiction of French Courts, which will apply the French law without regard to its conflict of laws principles.