

Terms & Conditions - Smart Port Challenge

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 Agence Nationale des Ports, a Moroccan based company with a capital of [4 062 846 045,75 MAD], whose registered office is located at [Lotissement Mandarona 300, Lot N°8 - Sidi Maarouf Casablanca, Maroc], company registration number [150 8000 (IF)], on the behalf of PortNet, a Moroccan based company with an capital of [1.079.000 Euros], whose registered office is located at [Harbour building of Port of Casablanca, 2nd floor Port of Casablanca, 20000 Casablanca, Morocco,], company registration number [N° 261469], and on the behalf of Global Alliance for Trade Facilitation, a joint initiative hosted by the Center for International Private Enterprise, the International Chamber of Commerce and the World Economic Forum, a not-for-profit foundation headquartered in 91-93 Route de la Capite, CH1223 Cologny/Geneva, Switzerland, registered under CH-660.0.422.994-6, in cooperation with Gesellschaft für Internationale Zusammenarbeit (hereafter referred to, collectively, as “Organizers”) a hackathon called “Smart Port Challenge” (hereafter referred to as “Competition”) from Dec. 18th, 2020 to Jan. 29th, 2021.

This document lays out the terms and conditions (T&Cs) for participation in the Competition.

ARTICLE 1 – ELIGIBILITY

This Competition is intended for global participation and shall be construed according to and governed exclusively by the law applicable in the Organizer’s country.

This Competition is not open to participants who are not legal residents of one of the eligible jurisdictions at the time of entry or who otherwise do not fall within the eligibility requirements set forth in these official rules below

No purchase necessary to enter or win.

“Smart Port Challenge”, (hereafter referred to as the “Competition”) is offered and open only to legal residents of the Eligible Jurisdictions (a) who at time of entry are 18 years of age or older and at least the age of majority in his or her jurisdiction or residence, (b) have agreed to participate in the Competition, and agreed to these Official Rules, by providing all required information and registering on <https://smartportchallenge-2020.bemyapp.com>.

Employees, consultants, officers and directors of the Organizer, BeMyApp, and employees, contractors, officers, and directors of other organizing entities, including the Judges (defined in Section 5 below) (collectively referred to herein as the “Competition Entities”), and their

immediate family members (spouse, siblings, children, and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter.

ARTICLE 2 – PROMOTION PERIOD

Promotion starts at 12pm on November 20th, 2020 (“Promotion Period”). All times referenced herein are Central Europe Time.

ARTICLE 3 – REGISTRATION PROCESS

Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://smartportchallenge-2020.bemyapp.com> Registrants must provide the following information: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on the website. This information is required for the completion of their application.

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.

You may enter as many unique applications as you like. The same application cannot be entered into this Competition more than one time, or by more than one Participant, and in such event, all Participants and all Entries may be disqualified.

The Organizer reserves the right to reject an application at any time if the profile of the Participant/team does not comply with the Competition standards.

Competition Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

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, prevents 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 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 <https://smartportchallenge-2020.bemyapp.com>).

ARTICLE 5 – SUBMISSION REQUIREMENTS

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 teams. 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 and grant a worldwide, non-transferable, royalty free license to the Organizer to use the intellectual and proprietary rights (including but not limited to information, know-how, trade secrets, trademarks, copyrights, patents, inventions, documents, materials). 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.

ARTICLE 6 – JUDGING/NOTIFICATION/DISQUALIFICATION

The Organizer or its authorized representatives will judge each eligible Entry submitted, using the following equally weighted (except as provided below) judging criteria (“Judging Criteria”):

JUDGING PROCESS

1/ Between Jan. 25th and 27th, a dedicated panel will review all project submissions in each of the seven (7) challenges addressed below:

- SUSTAINABLE DEVELOPMENT, ENVIRONMENTAL PROTECTION & ENERGY TRANSITION
 - a) Energy Transition
 - b) Detection and Monitoring of Pollution Slicks
- PERFORMANCE, LOGISTICAL FLUIDITY & TRADE FACILITATION
 - a) Accelerating the Take-Up of Electronic Payments
 - b) Simplifying and Securing the Certificate of Origin
 - c) Optimisation of Goods Control Operations at Scanner Level
 - d) Dynamic Truck Weighing
- PORT SERVICE CONTINUITY & INFRASTRUCTURE AVAILABILITY
 - a) Forecasting the Evolution of Basin Bottoms, Dredging and Deepening of Quays

2/ After careful deliberation, one winning team from each of the seven challenges will be announced on Jan. 27th, via the platform, and invited to pitch on demo day.

3/ Demo day will take place Jan. 29th, at which time, the seven challenge winners will be invited to pitch their solution in front of a final jury. The jury will then deliberate and announce first, second and third place winners of the premiere Smart Port Challenge!

WINNERS JUDGING CRITERIA:

1/ Community sensitive, customer centric (/5 points)

Must have a community spirit building a shared interest amongst all port stakeholders, must respond to clear challenges being faced by Port customers.

2/ Business and trade oriented (/5 points)

Must be commercially viable and must aim at improving the quality of services to Business, reducing risks and/or optimising the time and cost of conducting international trade.

3/ Innovative and sustainable (/5 points)

Must show innovative thinking to resolve concrete problems, and must be aimed at being sustainable both in terms of long term thinking as well as environmentally sensitive.

4/ High Added Value (/5 points)

Must demonstrate high added value for port customers

Scores will not be made public by the Organizer at any time. The Entries receiving the highest aggregate scores per category will be the Grand Place winners per challenges. In the case of a tie, the tie will be broken (among the tied Entries) by the highest score in the downloads criteria. If any Participant whose Entry is selected as a winning Entry for a given Prize is disqualified for any reason, the Participant with the next highest scoring Entry will be designated as the recipient of that respective prize. Potential winner(s) will be required to provide their first and last name, mailing address, phone number and bank account information to the Organizer within 48 hours of attempted notification. The winner(s) may also be required to provide or complete relevant tax forms or information, including a W9 for U.S. residents. Potential winner(s) will be disqualified if (1) a potential winner cannot be contacted/does not respond within 48 hours after two (2) attempts to notify potential winner; (2) a potential winner does not fulfill the eligibility requirements; (3) a potential winner does not adhere to the Official Rules; and/or (4) if the prize notification is returned as undeliverable, refused, or declined. By accepting the prize, the winner consents to the publication of his/her name on any of the Organizer's websites and in other publications in all forms of media.

ARTICLE 7 – PRIZE ALLOCATION AND TAXES

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

Winners are responsible for bank and any other fees associated with funds transfer and currency exchange from euros to local currency. The Organizer reserves the right to substitute a Prize of equal or greater value where permissible under law. All taxes are the sole responsibility of the winner. Chances of winning depend on the number of eligible entries received and the skill in meeting the Judging Criteria. Prizes will be delivered via funds transfer to the bank account of the winners within four (4) months after the winners providing all required information.

ARTICLE 8 - GENERAL

Participation in this Competition is subject to these Terms and Conditions. Participants agree to abide by and be bound to these Official Rules and the decisions of the Organizer, which are final and binding in all respects, as well as the above referenced Privacy Statement. These Official Rules and the referenced Privacy Statement may be amended or varied at any time during the Promotion Period by the Organizer at the Organizer's sole discretion, and the Organizer will post the revised terms and conditions at <https://smartportchallenge-2020.bemyapp.com/> and email such revised terms and conditions to the email address provided by Participant. Participant is entitled to withdraw from the Participation in case it does not agree to such revised terms and conditions, and the license granted by Participant to Competition Entities in Section 5 will be terminated accordingly.

By continuing the Participation, Participant agrees to the revised terms and conditions without any objection. Failure to timely return or properly complete release documents (as described herein), or if a prize notification or any prize is returned as undeliverable, or if winner is not eligible or does not comply with these Official Rules, will result in prize forfeiture and an alternate winner may be selected, in accordance with the provisions of Section 6 above. The Organizer reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Entrant or winner who, in the Organizer reasonable suspicion, tampers with the Organizer's site, the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.

The Organizer makes no representations or warranties of any kind, express or implied, regarding any prize or your participation in the promotion.

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.

ARTICLE 9 - LIMITATIONS OF LIABILITY

Competition Entities are not responsible for damage to Participants' computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this Competition or downloading materials from or use of web sites. Any use of Competition or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any Participant using such methods. If, for any reason, the Competition is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which the Organizer deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Organizer reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Competition and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by the Organizer, including should unforeseeable events make the Competition impossible or impracticable. Competition Entities shall not be liable to winner or any other person for failure to execute the Competition, or supply a Prize or any part thereof, by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Competition Entities, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Competition, Competition/Prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s). Without limiting the foregoing, everything on the sites are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. This Competition is governed by Moroccan law. As a condition of participating in this Competition, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Competition shall be resolved

individually, without resort to any form of class action, exclusively before a court located in Morocco.

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 Competition.

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 or BeMyApp 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.

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.