Terms & Conditions - Livestorm Global Hackathon

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 Livestorm, a France-based company with a capital of 21 265,85 euros, whose registered office is located 24 rue Rodier, 75009 Paris, company registration number 820 434 439 (hereafter referred to, collectively, as "Organizer") a hackathon called "Livestorm Global Hackathon" (hereafter referred to as "Competition") from September 2nd 2021 to September 30th 2021.

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the competition is to develop, individually or in team, over a limited amount of time, an innovative plugin to integrate into the Livestorm marketplace.

ARTICLE 3 – PARTICIPATION PROCESS

The Competition is free and without any purchase obligation. The Competition is open to every individual (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 Livestorm 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 June 15th 2021 to September 23rd 2021. The hackathon will take place from September 2nd 2021 until September 30th 2021.

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

- Date: Between June 15th 2021 and September 23rd 2021
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: https://plugin-hackathon.livestorm.co. 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.

  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: Beginning of the Competition

- Date: On September 2nd 2021
- Place: Online
- Object: Participants will meet and form teams of one (1) to four (4) Participants to focus around a single project of developing a prototype (hereafter referred to as "Teams"). One Participant cannot be a part of more than one Team. Teams will have until September 23rd 2021 to develop their prototype.

Phase 3: Start of the work and deliverables

- Date: From September 2nd 2021 until September 23rd 2021
- Place: Online
- Object: Start working and producing deliverables. Teams will have until September 23th 2021 to develop their projects and deliverables. The Organizer may share data and tools to participants in order for them to develop their projects. A list will be shared before the beginning of this phase.

Expected deliverables are:
- Creating a Project Page on https://platform.plugins-hackathon.livestorm.co
- A valid plugin

The Participant guarantees that the source code, the object code and all documents used to conceive and execute the Deliverable show all the necessary qualities to allow the Organizer or any other professional to pick up the work, edit and exploit the Deliverable.

The Participant commits to delivering the source code, the object code and any other document

created to conceive and exploit the Deliverable after the competition.

The Organizer is not obliged in any way to develop, highlight or exploit any of the deliverables, including those of the winning projects.

Phase 5: Evaluation and selection

- <u>Date</u>: On September 24th 2021
- <u>Place</u>: Online
- <u>Object</u>: The jury will select the best 10 teams according to the projects pages on http://platform.plugins-hackathon.livestorm.co and the plugin submitted on the Livestorm platform. The best 10 teams will pitch their solutions during the demo day in front of the jury.

Phase 6: Demo day

- <u>Date</u>: On September 30th 2021
- <u>Place</u>: Online
- <u>Object</u>: The 10 finalist teams will present their solutions to the jury. Each Team will present its prototype to the jury for a duration which will be determined later and which will not exceed 5 minutes including 3 minutes of demo and 2 minutes of questions/answers with the jury.

ARTICLE 4 – DETERMINATION OF WINNERS

The three (3) winning Teams will be determined by a jury of 5 to 7 members representing Livestorm and other professionals. The composition of the jury will be communicated to the Participants at the latest on September 24th 2021. The jury will designate the winners on September 30th 2021 around.

The winners will be selected among the Participants who actually:

- Satisfy the conditions for participation as set forth in the present rules
- Participated in the Hackathon session
- Were present during the submission of their prototype on September 30th 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) **Originality**: The Livestorm Plugins need to bring something new to the community of event organizers. Livestorm Plugins that don't exist or are not offered on others platforms will be rewarded.

2) **Potential value**: The Livestorm Plugins need to be appealing to a large base of Livestorm's customers. They need to have an impact either on their event's engagement, or marketing conversions during their live events.

3) **Feasibility**: The Livestorm Plugins need to be easily activated, used and understood by Livestorm's customers and events organizers.

4) **Quality**: The Livestorm Plugins need to be built and function properly on the Livestorm platform for any live events. They should respect Livestorm's privacy and security policies.

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with $15,000 prizes:

1st prize: the sum of $5,000 (divided equally between each member of the winning team).

2nd prize: the sum of $3,000 (divided equally between each member of the winning team).

3rd prize: the sum of $1,500 (divided equally between each member of the winning team).

4th to 10 prizes: an Amazon voucher in the amount of $350 (divided equally between each member of the winning team).

For others validated plugins: an Amazon voucher in the amount of $150 (divided equally between each member of the winning team).

A valid plugin will comply with Livestorm's Terms and Conditions and Livestorm's privacy policy as well as Livestorm's Terms and Conditions for Technology Partners, will bring value to either the Organizer of a Livestorm event or to its attendees (whether live or on-demand), and be relevant with Livestorm's positioning.

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.

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

ARTICLE 6 – PRIZES ALLOCATION

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

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

ARTICLE 7 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

The Organizer reserves the right to shorten, extend, modify or terminate the Competition, or a part of the Competition, as a result of a force majeure event 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 s/he refuses the new conditions of the Rules, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to the Organizer within 72 hours, the new conditions of the Rules will be deemed to have been accepted by Participants.

In case of a modification to the Rules, cancellation or interruption of the Competition, or a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation.

ARTICLE 8 – FRAUD

The Organizer may cancel all or part of 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 9 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY (No IP transfer)

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, use, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the works realized on all the communication media used in support of this Competition as well as to mention names, first names and images of the Participants.

Under this regulation, the Participant shall not acquire any full or partial right of any kind on the name and trademark "Livestorm" nor on any names and/or brands associated with Livestorm, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Livestorm, or any of its associated or related companies.

The plugins' code absolutely has to be Open source, with an Apache 2.0 Permissive Licensing, and in accordance with the Apache 2.0 terms and conditions as detailed in Appendix 1.

ARTICLE 10 – IMAGE RIGHTS

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

ARTICLE 11 - CONFIDENTIALITY

The Participant acknowledges 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 authorisation 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 12 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer or BeMyApp to contact the winner and to award them 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.

ARTICLE 13 - RESPONSIBILITY

BeMyApp reminds Participants about the characteristics, limitations and risks of the Internet network and accepts no responsibility for any consequences that may occur while they are connected to the event websites and during their participation in the Competition.

BeMyApp shall not be made responsible if Participants cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to (1) network overload ; (2) an electric or human error (3) any malicious intervention ; (4) 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.

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 dotation, and no claim will be accepted consequently.

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

ARTICLE 14 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website http://plugin-hackathon.livestorm.co during the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of the present Terms & Conditions. Participation in the Competition is strictly personal and the Participant cannot, under any circumstances, be replaced. Any claim relating to the Competition will be barred after the period of 6 (six) months from the deadline for participation stipulated in Article 1.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with French law. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, the parties submit to the exclusive jurisdiction of the French courts to decide and settle any claim, dispute or matters arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual).

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 9.1 through 9.9 of this article.

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