

# **Terms & Conditions - Territory Development Challenge**

## **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 Centre Régional d'Investissement de la région Tanger-Tétouan-Al Hoceima sis Av Omar Ibn Khattab, quartier administratif-Tanger-Maroc, l'Agence pour la Promotion et le Développement du Nord sis angle rues Sijilmassa et Abou Jarir Tabari B.P. 1196-Quartier Administratif CP 90020 Tanger - Maroc, and Tanger Med Special Agency, sis route de Rabat, BP 1144 Tanger- Maroc (hereafter referred to, collectively, as "Organizer") a call for innovation called "Territory Development Challenge" (hereafter referred to as "Competition") from 06/05/2022 to 13/07/2022.

## **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: Development of the region of Tangier - Tetouan - Al Hoceima.

## **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 the Organizer company 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 28/02/2022 until 03/06/2022. The call for innovation will take place from 06/05/2022 until 13/07/2022.

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 28/02/2022 and 03/06/2022
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://tdc.bemyapp.com/en>. Registrations will be limited to 600 for external registrants. 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 06/05/2022 from 00:00 (CEST)
- Place: <https://fr-platform-tdc.bemyapp.com>
- Object: Participants will meet and form teams of two (2) to six (6) Participants to focus around a single project of developing a prototype (hereafter referred to as "Teams"). A Participant cannot be a part of more than one Team.

### **Phase 3: Work on the projects**

- Date: From 06/05/2022 to 30/06/2022
- Place: <https://fr-platform-tdc.bemyapp.com>
- Object: One mission: creating an innovative solution.

### **Phase 4: Evaluation and finalists selection**

- Date: From 01/07/2022 to 08/07/2022
- Place: Online
- Object: Based on the project pages created on the event platform, a jury will select the 15 best projects for the Demo Day.

### **Phase 5: Demo Day**

- Date: 13/07/2022

- Place: Online
- Object: Presentation of the final solutions in front of the jury

#### **Phase 6: Jury deliberation and winners announcement**

- Date: 13/07/2022
- Place: Online
- 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 5 to 8 members representing the organizer and other professionals. The composition of the jury will be communicated to the Participants at the latest on 12/07/2022. The jury will designate the winners on 13/07/2022.

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 the call for innovation session
- Were present during the submission of their prototype on 13/07/2022, 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) Innovation (creativity of the project)
- 2) Feasibility (technical, budget, etc.)
- 3) Potential budget
- 4) Maturity of the project
- 5) Profiles potentiality

Jury decisions are final and cannot be challenged.

#### **ARTICLE 5 – PRIZES AWARDED**

The Competition is endowed with three (3) prizes:

**1<sup>st</sup> prize**: the sum of 150 000 dh (divided equally between each member of the winning team).

**2<sup>nd</sup> prize**: the sum of 100 000 dh (divided equally between each member of the winning team).

**3<sup>rd</sup> prize:** the sum of 70 000 dh (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.

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

## **ARTICLE 6 – 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 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 – COMPENSATION**

Participant waives all of his/her claims regarding compensation against the Organizer due to his/her participation to the Competition (in particular with regards to costs incurred for participation such as transport, accommodation, etc.) with the exception of drinks and meals which will be supplied by the Organizer during the duration of the Competition.

## **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 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 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, 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 10 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY**

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

If the Participants wish to assign their rights, they shall first offer to the Organizer the option to acquire the rights in their prototypes for commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between the Organizer and the Participants.

During the Competition, the Participants shall only use elements which are clear of any rights. Any third-party elements included in the prototype, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participant understands that this information is taken into account in the assessment for the allocation of a prize.

The prototypes shall not infringe any intellectual property right or images right. Each Participant warrants to the Organizer that their creation does not infringe in any way any

third-party rights, and that s/he obtained, where necessary, the authorization of any third party.

By joining the Competition, Participants expressly authorize the Organizer, for free, to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the Competition. 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 of the organizer nor on any names and/or brands associated with the organizer, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of the organizer, or any of its associated or related companies.

#### **ARTICLE 11 – 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 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 the Organizer beforehand. This applies to information shared with him/her by the Organizer or shared with him/her indirectly upon the execution of this contract.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer's simple request. This confidentiality agreement is valid for 24 months from the start of the Second Phase mentioned in this contract.

#### **ARTICLE 13 – PROTECTION OF PERSONAL DATA**

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer to contact the winner and to 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 address 86 rue de Charonne, 75011 Paris or by going to [data.bemyapp.com](http://data.bemyapp.com).

#### **ARTICLE 14 - 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 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 15 – APPLICATION OF THE TERMS AND CONDITIONS**

This document is accessible on the event website <https://tdc.bemyapp.com/en> 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 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 France 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 France 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).