

Terms & Conditions

Code4Good by Viva Technology

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 at 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) - is organizing on behalf of the company VivaTech, a French company with a capital of 43 231 368 € euros, whose registered office is located at 8 Rue Christophe Colomb - 75008 Paris 8, company registration number 512 278 284 (hereafter referred to, collectively, as “Organizer”), a hackathon called “Code4Good” (hereafter referred to as “Competition”) from the 04th of May 2022 until the 17th of June 2022.

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the competition is to develop, individually or in teams and over a limited amount of time, an innovative solution around the topic “Tech4Good”.

The Challenges are to be detailed for each Sponsor of the Event and will be detailed on the following page : <http://www.code4good.vivatechnology.com>

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 Viva Technology 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 the 21st of April 2022 until the 02nd of June 2022 included. The hackathon will take place from the 05th of May 2022 until the 02nd of June 2022 included. It will be followed by a Demo Day on the 17th June 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 the 21st April 2022 and the 02nd of June 2022
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <http://www.platform-code4good.vivatechnology.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.

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 the 21st of April 2022
- Place: Online
- Object: Participants will meet and form teams online of one (1) to six (6) Participants to focus on projects of developing a prototype corresponding to one or several challenges proposed (hereafter referred to as "Teams"). A Participant cannot be a part of more than one Team. Teams will have until 02 June 2022 at 11:59 pm to develop their prototype.

Phase 4: Evaluation and selection of finalists

- Date: From the 03rd of June 2022 to the 06th of June 2022
- Place: Online
- Object: A jury or several juries made up of experts and representatives of the sponsors will select a maximum of 3 projects per challenge based on the project pages, PowerPoints presentations, and/ or codes submitted on the event platform. The 3 projects who reach the final will be announced by the 07th of June 2022 at the latest.

The preselected participants will be invited to pitch their solutions during the Developer Day, which is part of the Viva Technology event.

Phase 5: Final demonstrations and prize award ceremony

- Date: On the 17th of June 2022 from 04:00 pm
- Place: Paris Expo Porte de Versailles, 1 Place de la Porte de Versailles 75015 Paris France

Object: Final pitches, Juries' deliberation, and announcement of winners and prizes

Each team will present its solution in front of a jury made up of experts and in front of the general public attending the Developer Day. This presentation must not be longer than 5 minutes, including 3 minutes for the presentation and 2 minutes for questions and answers with the jury. The presentations will be made in English.

The prize award ceremony will be held on the 17th of June 2022 after the Juries' deliberation.

ARTICLE 4 – DETERMINATION OF WINNERS

Each sponsor will determine one (1) winner in its challenge. The winners will be determined by a jury of 3 to 7 members representing the sponsor. The composition of the jury will be communicated to the Participants at the latest on the 17th of June 2022. The jury will designate the winners on the 17th of June 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 Hackathon session
- Were present during the submission of their prototype on the 17th of June 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) Positive impact (environmental, social, etc.)
- 2) Innovation
- 3) Technical feasibility
- 4) Potential business
- 5) Maturity of the solution

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with prizes which will be defined later by the sponsors. Each sponsor will define the prizes of its challenge.

The Challenges and Prizes are to be detailed for each Sponsor of the Event and will be detailed on the following page : <http://www.code4good.vivatechnology.com>

The gained prizes are neither exchangeable nor refundable against their cash value. BeMyApp and/or Viva technology 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 one of the sponsors, the terms of this agreement will be settled amongst the winning Teams and the Sponsor after the Competition has concluded.

ARTICLE 6 – PRIZE ALLOCATION

Prizes will be sent by Sponsors 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 to the short-listed teams by the Organizer during the duration of the Final Demos.

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 Sponsor 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 Sponsor 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 Viva technology nor on any names and/or brands associated with the sponsors, used alone, in association with, or as part of another word or name, or any rights on trademarks, names or logos of Viva Technology, or any of its associated or related companies and sponsors.

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.

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 <http://www.code4good.vivatechnology.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 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).