Rules of the competition - Green X Game Jam

ARTICLE 1 - ORGANIZATION OF THE COMPETITION

BeMyApp, a Société par Actions Simplifiée (simplified joint stock company) with a single shareholder, with a capital of 1250.00 euros, having its registered office at 18 Boulevard Michelet, 13008 Marseille, France, registered in the Marseille Trade and Companies Register under number B 523 824 258 - (the "Provider") - is organizing, on behalf of Capgemini Technology Services [Unit Sogeti], SAS with a capital of 6,956,626 euros, whose registered office is located at 145-151 quai du Président Roosevelt, 92 130 Issy-les-Moulineaux, registered in the Nanterre Trade and Companies Register under number 479 766 842, - (the "Organizer" or Capgemini) - from 10th of June 2022 at 6:00 p.m. to 12th of June 2022 at 8:00 p.m., a competition entitled Green X Game Jam, hereinafter referred to as the "competition".

ARTICLE 2 - PURPOSE OF THE COMPETITION

The objective of this contest is to develop a video game in teams on a given theme and in a limited time. The theme imposed for the competition is as follows: Embark on a 48-hours Sogeti Global quest to protect biodiversity.

ARTICLE 3 - COMPETITION PROCEDURE

Members of the Organiser's and BeMyApp's and/or their subsidiaries' staff and members of their families, as well as any person who has contributed directly or indirectly to the design, organization or implementation of the competition, are not allowed to participate in the competition.

The competition is free and without obligation to purchase. Registration for the competition is open, within the limit of the first 400 registrants during phase 1 (see description of the phases below), to any natural person (i) who is of legal age (ii) who has a bank account in his or her name domiciled in his or her country of residence for tax purposes (iii), who has computer, technical, design or marketing skills and (iv) who has his or her own computer equipment in working order throughout the duration of the competition (v) (the "Participant").

Each entry to the competition is individual, and only one entry per person is permitted for the duration of the competition. Any attempt at fraud on the part of a Participant may result in the invalidity of all his or her entries for the entire competition.

Each Participant must carry identification throughout the competition and the Provider reserves the right to carry out all necessary checks on the identity of the Participants.

Phase 1: Registration process

Date: Between 25th of April (12:00 p.m) and June 10th 2022 (05:00 p.m).

Subject: Each person wishing to participate in the competition may submit their registration request online on the site dedicated to the competition and accessible at the following address: https://sogeti-greenxgamejam.bemyapp.com. Any person wishing to register must provide the following information: surname, first name, telephone number, email address and his/her profile in the context of the competition. This information is necessary for the registration request to be taken into account.

Each candidate certifies that the information entered when registering for the competition is complete and accurate. Any false, erroneous or incomplete information will automatically result in the cancellation of the registration.

The Provider may cancel all or part of the contest if it appears that fraud has occurred in any form whatsoever, including computer fraud in connection with participation in the contest or the determination of the winners. In such a case, it reserves the right not to award the prizes to fraudsters.

In particular, those who, by any means whatsoever, attempt to modify the competition mechanisms proposed, in particular in order to modify the results, will be excluded.

Phase 2: Team creation - online

Date: Between 25th of April (12:00 p.m) and June 10th 2022 (05:00 p.m).

Location: Discord platform

Purpose: Participants will be invited to join the Discord platform where they will be able to exchange with mentors and other participants. They will be able to share questions and ideas in order to mature their projects and will be able to form their teams to compete in the competition. Participants will have to form teams of two (2) to six (6) participants around the same project based on the video game idea of one of its members (hereinafter the "teams"). The same participant may not be in more than one Team.

Phase 3: Start of work

Date: 10th - 12th of June 2022 Location: Online - WorkAdventure

Purpose: Work begins and participants develop their video game. Teams will have until June

12th 2022 to develop their video game.

Phase 4: Evaluation and selection of the 15 finalist teams

Date: 11th of June from 6:00 pm to 8:00 pm

Location: Online - WorkAdventure

If the number of teams is higher than 15, the Organizer and the Provider reserve the possibility to organize a pre-selection session on 11th of June 2022 called "Science Fair", in order to lighten the final presentation session. This pre-selection will be carried out by mentors from the event. On the afternoon of 11th of June 2022, the mentors will be divided into 2 to 3 groups, and will contact the teams to evaluate the projects. Each team will take turns presenting their video game to the mentors for 5 minutes, including 3 minutes of demo and 2 minutes of Q&A with the mentors.

The teams selected for the jury presentation phase will be announced after a mentors' meeting.

Phase 5: Jury deliberation and announcement of results

Date: 12 June 2022 at 06:00 p.m

Location: Online

Subject: Jury deliberation and announcement of winners and prizes

Starting at 6:00 p.m., Paris time, each team still in the running will present its video game in turn to the jury for a period of time that will be determined according to the number of video games developed and that may not exceed 5 minutes, including 3 minutes of demo and 2 minutes of questions and answers with the jury.

ARTICLE 4 - DETERMINATION OF THE WINNERS

Three (3) winning teams will be determined by a jury of three (3) to seven (7) members representing Capgemini, external IT professionals or clients with no connection to the IT world, and whose composition will be communicated to the Participants no later than June 10th 2022. The jury will announce the winners on June 12th 2022.

The winners will be selected from among the Participants in the competition who have effectively fulfilled the following conditions cumulatively

- fulfilled the conditions of participation as set out in these Rules
- have participated in the competition session
- have been present at the time of submission of their demo on 12th of June 2022, or if applicable, have the agreement of the members of their team not to participate.

The jury will select the winning teams on the basis of the following criteria Innovation (20%)
Environmental impact (20%)
UI/UX interface (20%)
Code structure (20%)
Fun/entertaining (20%)

The jury is sovereign in its deliberations and designates the winners by deliberation.

ARTICLE 5 - COMPETITION PRIZES

The prizes for the competition are as follows:

Best solution: €5,000 Best code: €2,500

Best green project: €2,500

These prizes will be divided equally between each member of the winning team.

The prizes won are neither exchangeable nor refundable for their cash value.

The Provider and the Organizer reserve the right, if circumstances so require, to replace the prizes with other prizes of equivalent value, without their liability being incurred as a result.

A possible "heart prize" prize may be awarded by the jury during the deliberation, the prize will be communicated during the announcement of the results on 12th of June 2022.

ARTICLE 6 - AWARDING OF PRIZES

The prizes will be sent by the Organizer to the Winners within a maximum period of 4 (four) months, to the address indicated by the Winners.

If a winner's contact details are unusable (illegible, incomplete or erroneous), the winner will lose the benefit of his/her prize.

In addition, the Organizer and the Provider shall not be held liable for any error in the delivery of the prize, for the loss of the prize during shipping or for the impossibility of contacting the winner.

No mail will be sent to participants who have not won.

ARTICLE 7 - COMPENSATION

Each Participant waives the right to claim any compensation from the Organizer and the Service Provider as a result of his/her participation in this competition.

ARTICLE 8 - MODIFICATION, INTERRUPTION OR CANCELLATION OF THE CONTEST

The Provider reserves the right, in the event of force majeure, to shorten, extend, modify, interrupt, postpone or cancel the contest or some of its phases, without liability.

In this case, the Provider undertakes to notify the Participants by any appropriate means (in particular by e-mail and/or by publication on the organizer's and/or Provider's websites) and, where applicable, to inform them of the new applicable rules. The Participant may notify the Organizer of his refusal of the new applicable rules, in which case he will be excluded from participation in the competition, which he expressly accepts. If the Participant fails to notify the Organizer of such refusal within 72 hours, he shall be deemed to have accepted the new applicable rules.

In the event of modification, cancellation, interruption, reduction or extension of the duration of the competition, the Provider shall not be held liable and Participants shall not be entitled to claim any compensation, which they accept.

ARTICLE 9 - FRAUD

The Provider may cancel all or part of the Entries to the competition if it appears that fraud has occurred in any form whatsoever, including computer fraud in the context of participation and/or the conduct of the competition. In such a case, it reserves the right not to award the prizes to the fraudsters, to disqualify the prototype project concerned and/or to prosecute the perpetrators of such fraud before the competent courts. The Organiser and the Provider shall not, however, incur any liability of any kind towards the participants as a result of the frauds committed Furthermore, the Provider shall not be held liable in any way for any material or immaterial damage caused during the competition and its aftermath to participants, their computer equipment and the data stored therein, and for the consequences that may arise from this on their personal, professional or commercial activity.

ARTICLE 10 - EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY

The Participants shall not transfer in any way and to any party their exploitation rights and the ownership of their prototypes created within the framework of the competition. If the Participants wish to transfer their rights, they undertake to first offer the Organiser to acquire the rights to their prototypes for commercial purposes. The conditions of this transfer of rights will be defined at a later date between the Organiser and the participants concerned in a written document signed by both parties.

During the competition, the Participants undertake to use only royalty-free sources and to comply with the licences applicable to these sources. Any third party material, including open source software, shall be clearly identified with its version, applicable license terms and any other details regarding its use. The Participant understands that this information is taken into account in the evaluation for a prize.

Under no circumstances may the prototypes infringe any Intellectual Property or image Rights. Intellectual Property Rights include, without limitation, copyright, patent and patent applications,

trademark or trademark applications, other distinctive signs (e.g., domain name, corporate and tradename), design and design applications, know-how, trade secret, database rights. Each participant guarantees to the Organiser that his creation does not affect in any way the rights that may be held by a third party, and that he has obtained, if necessary, the authorisation of the third party that may have participated in its development.

Each Participant guarantees to the Organizer that all information including any photos, texts, videos, graphics, graphic user interfaces, algorithms, files including associated data, music, sounds, images, designs, grids and other material included by the Participant in its creation, are solely owned/created by the Participant or are provided with the written and relevant approval of the applicable owner(s)/authors.

By entering the competition, participants expressly authorise the Organiser and the Provider, free of charge, to publish, communicate, exhibit and disclose orally, graphically or in writing the projects and prototypes presented in the context of the competition. Each Participant agrees to be published in the media (book, website, etc.) and authorizes them, free of charge, to present all the work carried out on all communication media related to this competition and to mention the names, first names and images of the Participants.

The Participant shall not acquire any full or partial right of any kind whatsoever under these rules to the name and trademark "SOGETI", nor to any name and/or associated trademarks, used alone, in association, with or as part of another word or name, nor to any right to the trademarks, names or logos of the Organizer, or of any of its associated or related companies.

ARTICLE 11 - IMAGE RIGHTS

By entering the competition, Participants agree to the taking of their image including their voice (in any form and on any medium) during the competition and to the reproduction, use and distribution of their image, including during the competition or during the prize-giving ceremony by the Organizer and/or the Provider, in particular for promotional purposes for a subsequent event organized by the Organizer and/or the Provider, for the promotion of the competition, of the Deliverables or as part of their future development and implementation.

The Participants assign their image rights, in whatever form (such as photographs, recordings, without this list being exhaustive) and in whatever medium (such as digital, graphic, paper, without this list being exhaustive), in full or in extracts, to the Organizer and the Provider for the following uses, in particular

- 1. the reproduction of the photographs and/or films, in full or in excerpts, by all processes known and unknown to date and on all media;
- 2. the representation of the photographs and/or films, in full or in excerpts, by all known and unknown processes of communication to the public.

This authorisation is granted free of charge for the whole world and for a period of three (3) years.

ARTICLE 12 - CONFIDENTIALITY

The Participant acknowledges the confidential nature of all information and documents sent to him/her in the context of the competition.

Throughout the duration of the competition, the Participant shall refrain from using or communicating to third parties, without having obtained the prior written authorisation of the Organizer, directly or indirectly, all or part of the information communicated to him by the Organizer, or of which he may have become aware during the performance of the present contract.

The Participant undertakes, on simple request from the Organizer, to hand over any document containing confidential information or information made available to the Participant in the context of the competition and undertakes not to keep any copy of it. This confidentiality undertaking is valid for a period of twenty-four (24) months from the start date of Phase 2.

ARTICLE 13 - PROTECTION OF PERSONAL DATA

The protection of data policy is detailed at https://privacy.bemyapp.com.

ARTICLE 14 - LIABILITY

The Provider reminds Participants of the characteristics and limits of the Internet network and declines all responsibility for any consequences that may arise from the connection of Participants to this network via the website of the competition during their application and participation in the competition.

The Provider shall not be held liable in the event that one or more Participants are unable to connect to the event website due to any technical defect or problem related to, but not limited to (1) network congestion; (2) human or electrical error; (3) any malicious intervention; (4) the telephone link; (5) hardware or software; (6) any software or hardware malfunction; (7) a case of force majeure; (8) disruptions that could affect the proper running of the competition.

It is the responsibility of each Participant to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack. The connection of Participants to the event website and their participation in the competition is done under their sole and entire responsibility. The Provider shall not be held responsible for the contamination of the Participants' computer equipment by viruses or for the intrusion of a third party into their terminal system.

The Provider shall not be held responsible if the data relating to the registration of a Participant does not reach it for any reason or if it arrives unreadable or impossible to process.

The Provider and the Organiser reserve the right to exclude from participation in the competition any Participant or any person who disrupts the competition. They reserve the right to use any recourse and in particular to take legal action against anyone who has cheated, defrauded, rigged or disrupted the operations described in the Rules, or has attempted to do so. Any Participant in the competition who is considered by the Organiser and/or the Service Provider to have disrupted the competition in any of the aforementioned ways shall be automatically stripped of any right to obtain any prize, and no claim shall be accepted as a result.

The Participants remain solely and totally responsible for any damage caused by them or their equipment to property or persons in the context of the competition. They are responsible for covering their risks through their own insurance and waive any recourse against the Organiser and/or the Provider in this respect.

ARTICLE 15 - APPLICATION OF THE RULES

Participation in the competition implies full and unreserved acceptance of these rules. Participation in the competition is strictly personal and the Participant may under no circumstances be replaced.

No claim relating to the competition can be taken into account after a period of 6 (six) months following the end date of the competition.

Any dispute arising from this competition that cannot be settled amicably shall be submitted to the competent courts in Paris.

The Rules are subject to French law.