Terms & Conditions - Orange Network APIs Hackathon

ARTICLE 1 - ORGANIZATION OF THE COMPETITION

Orange, a French société anonyme, with share capital of 10 640 226 396 euros, registered with the Commercial Trade and Companies Registry under the number 380 129 866 RCS Nanterre, having its registered office at 111, quai du Président Roosevelt 92130 Issy-les-Moulineaux, France, for the purpose of this Competition (as defined below) with offices at Orange Gardens, 40- 48 avenue de la République, Châtillon (92 320), France, takes part in the Orange OpenTech 2025 show with, notably, demonstration areas and on-site personnel (hereafter referred to as "**Orange**").

Orange tailored the Orange OpenTech 2025 event specifically for developers eager to push the boundaries of innovation and organizes upfront the Orange Network APIs Hackathon, a competition where participants are invited to exploit the provided API capabilities to create cutting-edge solutions in a stimulating peer's environment (the "Competition").

BeMyApp, a French société par actions simplifiée, with share capital of 1.250 euros, whose registered office is located at 18 Boulevard Michelet, 13008 Marseille, France, registered with the Marseille Commercial Trade and Companies Registry 523 824 258 RCS Marseille, is assisting Orange with the organization of the Competition (hereafter referred to as the "**BeMyApp**").

ARTICLE 2 - PURPOSE OF THE COMPETITION

The aim of the competition is for Participants to develop, in teams and over a limited amount of time, an innovative solution leveraging the Orange Network APIs available on the Orange Developer's dedicated webpage: Network APIs - Orange Developer

"Orange Network APIs" are standardized interfaces offering agility, flexibility, and innovation, enabling developers to leverage real-time network data without needing deep telecommunications expertise. Part of the GSMA Open Gateway Initiative and Linux Foundation's CAMARA open-source project, Orange provides a set of secure and compliant Network APIs across various geographies, empowering developers to build next-generation applications.

Orange expects candidates to integrate one or more Orange Network APIs in a prototyped web or mobile application in the form of a live demonstration, a presentation or a mock-up.

ARTICLE 3 – PARTICIPATION PROCESS AND SCHEDULE

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 have IT skills, technical skills, design skills, or marketing skills, and

(iii) who have their own computer hardware in working order throughout the duration of the Competition.

(hereafter referred to as "Candidates").

Every person wishing to participate to the competition needs to fill in the registration form.

Candidates can register individually or on behalf of their company. Individuals agreeing to the Terms (as defined in <u>Article 15</u>) on behalf of a company, organization, or legal entity represent and warrant that they have the right and authority to act in the name and behalf of such company, organization, or legal entity, to bind such company, organization, or legal entity to the Terms, and to perform fully the obligations under these Terms.

Candidates shall propose projects and may propose teams.

Orange and BeMyApp will select participants among the Candidates based on the use case relevancy, the number of Orange Network APIs involved in the project and the maturity of the prototype (hereafter referred to as the "Participants").

Employees of Orange 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.

All Participants to the hackathon will receive an invite to the Orange Open Tech's developer's day.

Each registration in the Competition is individual, and only one registration per person is allowed during the entire duration of the Competition.

Phase 1: Registration process

- <u>Dates</u>: 4th of September 2025 until 29th of October
- <u>Place</u>: Online. Candidates can register online via the dedicated website for the Competition at the following address: https://hackathon.developer.orange.com
- <u>Purpose</u>: Candidates shall provide the following information: last name, first name, address, phone number, email, company, motivation to participate, and their profile for the purpose of the Competition, as suggested on the abovementioned website. This information is required for the completion of their application.

Each Candidate warrants that the information provided at the time of his/her application to the Competition is complete and accurate. Any false, incorrect, or incomplete information will automatically result in the application being rejected.

BeMyApp reserves the right to reject an application at any time if the profile of the Candidate does not comply with the Competition standards.

Phase 2: Selection and Teams

Dates: 1st of October

Place: Online

<u>Purpose</u>: The profiles of the Candidates registering individually will be reviewed and selected by Orange and BeMyApp.

Candidates can propose their own pre-formed teams of 2 to 5 members. Selected Participants without team will be assigned to an existing team according to their profiles and skill sets. The teams composition will be communicated to them on 1st of October at the latest.

A prioritization will be given to startups and team formed of 2 to 5 members.

Phase 3: Start of work on the projects

- <u>Dates</u>: From 1st of October to 29th of October
- Place: On-line on the https://hackathon.orange.com.platform
- <u>Purpose</u>: Participants will get access to resources and start working on their solution. Orange will organize an on-boarding webinar to present the APIs and the supporting team on the 1st of October. Replay of this webinar will be available on platform for late registrants. Participants will be asked to submit a short description of their project on the platform.

Phase 4: Evaluation and presentation of the prototypes

- Date: On 30th of October
- Place: On-line on the https://hackathon.orange.com platform
- Purpose:

Each Team will present its prototype to the jury in the sequence determined by BeMyApp and for a duration which will be determined according to the number of developed prototypes and which will not exceed 5 minutes, including 3 minutes of demo and 2 minutes of questions/answers with the jury.

The jury will select the 3 finalist teams that will pitch their project during the Orange OpenTech exhibition.

Phase 5: Final pitch, jury's final selection and Competition results

- Date: On 20th of November
- Place: Orange premises or remotely

Purpose:

Each Team will present its prototype to the jury in the sequence determined by BeMyApp and for a duration which will not exceed 5 minutes, including 3 minutes of demo and 2 minutes of questions/answers with the jury.

Jury's deliberation and announcement of winners and prizes.

ARTICLE 4 – DETERMINATION OF WINNERS

The five top list will be ranked by a jury of 3 members representing Orange and other professionals. The composition of the jury will be communicated to the Participants at the latest on 29th of October.

The winners will be selected from among the Participants who actually:

- Satisfy the conditions for participation as outlined in the present Terms,
- Participated in the Competition session,

- Were present during the submission of their prototype on 30th of October, 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:

Innovation

We assess the uniqueness of the idea and the creative use of the CAMARA API capabilities. We especially appreciate unconventional combinations of different API functions and solutions that address real but previously unmet needs.

Usefulness

We evaluate how well the solution addresses real-world problems and its potential impact. Higher scores are given to solutions that effectively meet user needs, improve existing processes, or introduce valuable new functionalities.

Scalability

We analyze the solution's ability to grow and adapt to larger user bases, different markets, or additional functionalities. Solutions with a clear strategy for expansion and technical scalability receive higher scores.

Feasibility

We assess the practicality of implementing the solution, considering technical, business, and operational constraints. Solutions with a well-thought-out execution plan and realistic implementation pathways are rated higher.

Quality of the prototype

Functional prototypes score higher than mere concepts. We evaluate the level and quality of CAMARA API utilization within the project, rewarding efficient combinations of different API functions and their optimal use.

Jury decisions are final and cannot be challenged.

ARTICLE 5 - PRIZES AWARDED

The Competition is endowed with the following prizes:

- 1st **prize**: Individual passes for the whole team for the Mobile World Congress 26 Barcelona.
- 2nd prize: 3 Individual passes for Vivatech26.
- 3rd prize: 3 Individual passes for APIDays25 Paris.

The three teams will be invited to a test session in Orange 5G Lab with support from Orange experts and mentors to operationalize their prototype.

The gained prizes are not exchangeable. BeMyApp and Orange reserve the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby.

ARTICLE 6 - PRIZE ALLOCATION

Prizes will be sent by Orange to the winners 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, Orange cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact a winner.

ARTICLE 7 – COMPENSATION

Participant waives all of his/her claims regarding compensation against BeMyApp or Orange 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 Orange during the duration of the Competition.

ARTICLE 8 - MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

BeMyApp and Orange shall not be deemed to have failed in their obligations hereunder and will not be liable for damages if the performance of the Competition or its content are amended, shortened, cancelled, delayed or modified, in whole or in part, by an event of force majeure or any cause beyond BeMyApp and/or Orange's control. Is considered as a case of force majeure, any fact or event that meets the definition of the French Civil Code or that has been considered as such by a court.

In such case, BeMyApp 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 BeMyApp by email that she/he refuses the new conditions of the Terms, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to BeMyApp within 72 hours, the new conditions of the Terms will be deemed to have been accepted by Participants.

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

ARTICLE 9 – FRAUD

BeMyApp and Orange 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. BeMyApp and Orange reserve, 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. BeMyApp and Orange shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, BeMyApp and Orange 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 BeMyApp 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 BeMyApp 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 BeMyApp and Orange 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 BeMyApp or Orange, 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 BeMyApp or Orange, 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 "Orange" nor on any names and/or brands associated with Orange, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Orange, or any of its associated or related companies.

ARTICLE 11 – IMAGE RIGHTS

The Participants may be filmed or photographed during the Competition. By joining the Competition, the Participants agree to the use and the distribution of their image by BeMyApp and/or Orange, including for promotional events occurring after the Competition. The production and distribution of films and photographs of the Competition 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 BeMyApp beforehand. This applies to information shared with him/her by BeMyApp or shared with him/her indirectly upon the execution of these Terms.

The Participant commits to delete or destroy any document containing confidential information or shared with the Participant upon the acceptance of these Terms, on BeMyApp's simple request. This confidentiality agreement is valid for 24 months from the end of the Orange Network APIs Hackathon as defined in Article 3.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

Orange, <u>acting as Data Controller</u>, processes Participants' personal data when they participate in the Competition. The <u>processing</u> of personal data of Participant(s) by Orange is primarily intended to ensure that the Competition will be properly completed and to select the candidates, provide the necessary support and send invitation to the Orange Open Tech event.

Orange has engaged <u>BeMyApp</u> as <u>Data Processor</u> to assist with this process. The <u>collection</u> <u>and processing</u> of personal data relating to the Participant by BeMyApp is primarily intended to ensure that the Competition will be properly completed and to allow BeMyApp to contact the winner and, if the case arises, to publish the list of the winners. BeMyApp will process your personal data on Orange's behalf and in accordance with Orange's instructions.

By registering for the Competition, the Participant consent to the collection and processing of his/her personal data as described **in the attached Privacy Notice**.

The personal data collected are:

- identification data (last name, first name, e-mail, and phone number, company ...),
- motivation of the Participant to participate in the Competition.

Participant's personal data will be used solely for the purposes of managing the Competition and will be handled in accordance with the General Data Protection Regulation (GDPR).

Participants have the right to access, update and/or obtain deletion of their data. To exercise their rights, Participants can email Orange by justifying their identity at: developer.contact@orange.com.

Participants can also contact the Orange Data Protection Officer for any question related to personal data protection:

- By e-mail: group-dpo.donnees-personnelles@orange.com.
- By postal service:

Orange SA
To the Data Protection Officer
111, quai du Président Roosevelt
CS 70222 92449 Issy-les-Moulineaux cedex

For more details, please refer to the attached Privacy Notice.

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 and Orange 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 and Orange 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 Orange 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, or suspected of trying to accomplish such actions. Any Participant deemed by Orange 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 Orange or BeMyApp in that respect.

ARTICLE 15 - APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website https://hackathon.developer.orange.com during the full duration of the Competition.

Participation in the Competition implies full and unreserved acceptance of these terms and conditions (the "**Terms**"). Any modification of the Terms or the Competition shall be communicated to the Participant by email and become effective on such date. Any Candidate or Participant is deemed to have accepted it by the mere fact of its participation in the Competition, from the effective date of the modification. Any Candidate or Participant refusing the change(s) shall be deemed to waive its right to participating to the Competition.

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 <u>Article 3</u>.

The Terms and any contractual and non-contractual disputes in connection with them or with the Competition shall be governed by, construed, and take effect in accordance with French law. Any dispute arising out of or in relation to the Terms 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 Paris courts to decide and settle any claim, dispute or matters arising out of or in connection with the Terms or established by them (whether contractual or non-contractual).

ARTICLE 16 - INSURANCE

BeMyApp, Orange and the Participant shall take out and/or maintain in force throughout the term of the Competition insurance policies adequately covering the risks incurred and caused to property and persons in connection with the performance of the Competition.

Privacy Notice « Network APIs Hackathon »

This Privacy Notice aims to give you information on how Orange S.A., acting as Data Controller, processes your personal data when you participate in the Orange Network APIs Hackathon.

Please note that this Notice may be supplemented by specific information relating to Orange Network APIs Hackathon which is described in the relevant Terms and Conditions.

What is « Orange Network APIs Hackathon»?

The aim of the competition is to develop, in teams and aver a limited amount of time, an innovative solution leveraging the APIs available on Orange Developer.

Candidates are expected to integrate one or more Network APIs in a prototyped web or mobile application in the form of a live demonstration, a presentation, or a mockup.

Data Processor:

Orange has engaged **BeMyApp** as a data processor to assist with communication, recruitment, and animation of the event. They will process your personal data on our behalf and in accordance with our instructions.

Orange provides access to the Orange Developer Portal (https://developer.orange.com/), the mentoring of participants and host the on-site award ceremony during the Orange Open Tech event at Orange's premises.

Why does Orange process your personal data and under what legal basis?

Orange processes your personal data provided for Network APIs Hackathon, in order to:

Purposes	Legal basis
Manage your registration to the Orange Network	The processing is based on the performance of
APIs Hackathon	the terms and conditions you agreed with when
	subscribing to Network APIs Hackathon
Send to you, with your prior consent,	This processing is based on your consent to
personalized advertising messages, notably	provide relevant information relating to Orange
news about Network APIs, invitation to related	APIs.
next events, special offers Send to you	
invitation to the Orange Open Tech event and	
other events where Orange is participating.	
Contact you with your prior consent, for	
feedback requests about Network APIs	
Hackathon	

Which personal data is needed in the context of this event?

The personal data we collect as part of this event are:

- Identification data (last name, first name, r, company ...),
- Professional life: position

- Contact data: e-mail and phone number
- Hackathon platform usage
- Messages and contents published on the platform
- Your motivation to participate to the Orange Network APIs Hackathon.

Who has access to your personal data?

Within the limits of their respective attributions, the data collected may be accessible by or intended to:

authorized internal services within Orange.

You are informed that, in accordance with the laws and regulations in force, the data may be transmitted to competent authorities, at their request, as Authorized Third Parties.

How long do we retain your personal information?

Orange undertakes to keep your personal data for no longer than is necessary for the purposes for which we process them and for a maximum period of two years from the end of the hackathon.

What are your rights and how you can exercise them?

In accordance with the regulations in force, you have a right of access and of correction of your Personal Data and the right to request the deletion, the right to oppose the processing of your Personal Data and the right to obtain the limitation or portability of your Personal Data to the extent that this is applicable, subject to urgent, legitimate grounds Orange may show to retain your Data.

When the processing of personal data is based on your consent, you are informed you may withdraw your consent at any time.

To exercise your rights, you can email us by justifying your identity at developer.contact@orange.com

You are informed that you have the right to submit a request to the "Commission Nationale de l'Informatique et des Libertés" (CNIL), the supervisory authority in charge of compliance with the obligations regarding personal data in France. We encourage you to contact us before any request, so that we try to solve it together.

Data Protection Officer contact details:

You can contact the Orange Data Protection Officer for any question related to personal data protection:

- By e-mail: group-dpo.donnees-personnelles@orange.com
- By postal service :

Orange SA

To the Data Protection Officer

111, quai du Président Roosevelt

CS 70222 92449 Issy-les-Moulineaux cedex

Are personal data transferred outside the EU?

The personal data collected and processed by Orange is not subject to any transfer outside the European Union.

In case of transfer of personal data outside the European Union, Orange will take appropriate guarantees to ensure the protection of your data and the compliance with the applicable personal data protection regulations.

How is your personal data secured?

Orange undertakes to protect your personal in a secure and confidential way, including when certain operations are carried out by suppliers. In this respect, appropriate technical and organizational measures to prevent loss, misuse, alteration and deletion of your personal data are implemented. These measures are tailored in line with the level of sensitivity of the data.

Amendments to this Privacy Notice

This Privacy Notice may be subject to amendments.

Last update: 15/10/2024