

## Challenge's terms and conditions

VINCI Innovation Award's students challenge

"Innovate for the city of tomorrow"

"In the digital era, what would the city of your dreams look like?"

VINCI, SAS with a capital of €1,489,759,850, registered under the number 552 037 806 00585 at the Registre du Commerce et des Sociétés of Nanterre (Trade and Companies Register), headquartered at 1 cours Ferdinand de Lesseps - 92851 Rueil-Malmaison,

(hereinafter referred to as the "Partner Company")

has decided to give to

AGORIZE, SAS with a capital of €71,146, registered under the number 530 774 439 at the Registre du Commerce et des Sociétés of Paris, headquartered at 34, rue du faubourg Saint-Antoine, 75012 Paris,

(hereinafter referred to as "The Organizing Company")

the organization of the challenge "VINCI Innovation Award's students challenge" which will be scheduled from November 15th 2016 to December 17 2017 through the website of the organizing company : [www.agorize.com/challenges/innovation-vinci](http://www.agorize.com/challenges/innovation-vinci)

(hereinafter referred to as the « Challenge »)

and the execution of some of its obligations defined hereinafter.

Dans le cadre de sa mission, le Prestataire agit au nom et pour le compte de l'Organisation partenaire.

The Partner Company and the Organizing Company are considered to be co-organizers of the Challenge

(hereinafter referred to as the "Organizers").

### ARTICLE 1. DEFINITIONS

“Brief”: refers to the specifications issued by the Partner Company. This document contains information such as the deadline, details of the grant, the Partner Company's requirements, the legal provisions, etc. This brief is searchable online at [www.agorize.com/challenges/innovation-vinci](http://www.agorize.com/challenges/innovation-vinci).

“Nomination”: refers to the designation among the selected teams by the Final Jury at the end of the final step.

“Jury of selection”: refers to the jury mentioned in Article 11.3 in charge of the preselection and selection of participants.

“Challenge”: refers to the Challenge, subject to the regulations organized by the Organizing Company and the Partner Company.

“Prize”: refers to the Endowments specifically mentioned in Article 12 and delivered to the selected teams at the end of the Challenge.

“Personal data”: refers to data defined in Article 18 of the regulations.

“Registration”: refers to the Registration of a participant in the Challenge according to Article 14.

“Final Jury”: refers to the jury mentioned in Article 11.5 in charge of the selected teams’ rankings.

“Jury of selection”: refers to the jury mentioned in Article 11.3 in charge of the preselection and selection of participants.

“Winners”: refers to the participants of the 12 teams which have access to the final step of the Challenge ranked by the final jury.

“Deliverables”: refers to the Deliverable described in Article 7 and 8.

“Participant”: refers to every single person registered according to Article 4 of the regulations and participating in the Challenge.

“Preselection”: refers to the pre-selection step describes in Article 7.

“Team”: refers to the teams formed on the website [www.agorize.com](http://www.agorize.com)

“Regulations”: refers to the present regulations, which are applicable to the challenge.

“Competition Rules, Terms and Conditions” or “CRTC”: refers to the general terms of use of the Organizing Company’s website, accepted by every participant during the creation of a user account on [www.agorize.com](http://www.agorize.com).

“Selection”: refers to the step of the Challenge described in Article 8,

"Region": refers to the 9 different regions each team belongs to, depending on each team's captain's school.

## ARTICLE 2 – PURPOSE OF REGULATIONS

2.1 Regulations are intended to define, according to article L. 121-15-2 of the French Code de la Consommation, terms and rules of participation in the Challenge organized by the Partner Company in association with the Organizing Company. Regulations are destined to complete the rules of the challenge of the Organizing Company, which can be downloaded through the following link:

In the event of inconsistency between these terms and regulations and those of the CRTC, regulations will prevail.

2.2 The participant recognizes to be informed and accepts that the Challenge in question appeals to his ability of conviction and to the quality of his Deliverables. Under no circumstances shall decisions be made at random or chance and the Challenge shall not be related to a lottery.

### ARTICLE 3 – PARTICIPATION IN THE CHALLENGE

3.1 Participation in this Challenge is free and without purchase obligation and can be subject to a reimbursement of participating costs in the conditions specified in Article 15.

3.2 The Participant must read these rules and accept the terms in their entirety without reservation before their Registration and participation in the Challenge.

3.3 Is allowed to participate anyone who matches both following criteria :

- any natural adult person who is currently enrolled in higher education or anyone that graduated from an institution of higher education of the Territory two years ago or less (graduated in 2016-2017),

- any person of legal age.

3.4 Employees and representatives of the Partner Company and/or the members of their families (parents, children, spouses) cannot participate in the Challenge. Employees and representatives of the Organizing Company and/or the members of their families (parents, children, spouses) cannot participate in the Challenge.

3.5 The Participant shall certify to abide by the terms aforementioned. The delivery of the Endowment will be conditional upon the presentation by the winner of the challenge of an identity card proving his age during the Registration to the challenge and a student card from less than two years from the beginning of the school year at the date of the inscription (2016-2017).

3.6 There is only one entry per person in the Challenge.

3.7. Participants must form teams of 2 minimum, and 4 maximum.

3.8 Any Participant who doesn't abide by the terms of this present article during his/her Registration and at any time during the challenge will be automatically and without previous notification, disqualified from the Challenge and shall not be awarded any Endowment. In the case where an Endowment would have been awarded to a Participant who doesn't comply with the terms of participation during his/her Registration or during the challenge, the Organizers have the right to demand the return of the endowment received.

### ARTICLE 4 – REGISTRATION AND ACCESS TO THE CHALLENGE

4.1 For his/her Registration to the Challenge, the Participant must open a user account on the website [www.agorize.com](http://www.agorize.com) and must indicate the following:

- Last name,
- First name,
- an email address,
- a password.

To validate this Registration to the Challenge, the Participant must also accept the Competition Rules, Terms and Conditions provided by the Organizing Company.

A confirmation email containing an activation link is sent to the Participant's listed email address.

Once the account is activated, the Participant must provide the information listed below:

- Date of Birth,
- Civility,
- Town,
- Country,
- Phone number,
- Nationality,
- School,
- Education,
- Competences.

Other information can be freely completed on the Participant's profile in the account settings.

Once his/her account is activated, the Participant is able to register to the challenge by applying to join an existing team or by creating his/her own team.

To end their Registration in the challenge, the Participant must opt-in on the box indicating that he/she accepts the Challenge Regulations.

4.2 Any Registration containing wrong or incomplete information shall not be taken into account and shall disqualify the Participant.

4.3 By registering, the Participant accepts to be contacted through emails sent by Organizers during his/her participation in the Challenge. He/she also accepts to be contacted by phone, if he/she is part of the preselected participants or the Winners.

4.4 The use of a computer is needed to access the challenge with the material configuration and device hereinafter:

- Processor 1 Ghz or higher with 1 Go RAM or higher,
- a 1024x768 pixels screen definition with 65 536 colors,
- Operating system: Windows XP and Vista,
- A browser which accepts cookies and Javascripts functions execution: Using Internet Explorer 7 or higher, or Firefox 3.5 is recommended,
- Version Flash Player 9.045, except any specified case which will be informed to the Participant on the homepage of the Challenge,
- The sound card is recommended but is not necessary for the participation in the Challenge.

4.5 The Challenge is available 24 hours a day on the website [www.agorize.com](http://www.agorize.com) published by the Organizing Company with the link [www.agorize.com/challenges/innovation-vinci](http://www.agorize.com/challenges/innovation-vinci) subject to possible maintenance operations on servers of [www.agorize.com](http://www.agorize.com) or dysfunctions such as those mentioned in Article 16.

## ARTICLE 5 – DURATION OF THE CHALLENGE

5.1 The participation in the challenge is scheduled from November 15th 2016, at 10:00 AM, to February 1st 2017, at 11:59 PM.

5.2 Every date clearly defined in these rules and the challenge is to be understood as Paris time zone (GMT +1)

5.3 No extra time nor exemption to this time will be granted, for any reasons whatsoever.

## ARTICLE 6 – GUIDELINES

6.1 The Challenge consists of making contributions formed by two (2) Deliverable, by teams, which is in accordance with the requirements listed in Article 7 and 8 during the two phases of pre-selections and selections.

6.2 Those Deliverables must absolutely fit the Challenge's issue and rules described in the tab "Brief" on the challenge page at the website [www.agorize.com/challenges/innovation-vinci](http://www.agorize.com/challenges/innovation-vinci) in the brief tab. The deliverables must be written in English or in French.

6.3 Each recommendation is exclusively composed of two Deliverables:

- The pre-selection Deliverable mentioned in Article 7 subjected to the terms of this disposition,
- The Selection Deliverable mentioned in Article 8 for the preselected teams by the jury at the end of the pre-selection step.

The Organizers will not accept and will not take into account any other documents submitted by the Participants.

## ARTICLE 7 – PRESELECTION STEP GUIDELINES

7.1 The pre-selection step is scheduled from November 15th 2016 at 10:00 AM to February 1st 2017 at 11:59 PM.

7.2 During this period until February 1st, 2017 at 11:59 PPM, the Teams will have to upload, on their online space, their pre-selection Deliverable, which is composed of a pre-selection document of 3 slides presenting their project, and team, using the template downloadable at [www.agorize.com/challenges/innovation-vinci](http://www.agorize.com/challenges/innovation-vinci).

7.3 Teams among participant's teams will be preselected and will be done on the basis of this Preselection Deliverable, in accordance with Article 11. These Teams will be invited to continue the challenge through the selection step.

## ARTICLE 8 – SELECTION STEP GUIDELINES

8.1 The selection step is scheduled from February 2nd 2017 to March 31st, 2017 at 11:59 PM.

8.2 Only the twenty seven (27) teams selected at the end of the selection process will be able to participate to the final step.

8.3 These teams of participants will have to upload their Final Deliverable, made of up to fifteen (15) slides detailing their project, onto the challenge's webpage one (1) week before their respective Regional Ceremony at the latest.

8.4 A selection of the nine (9) teams who have participated in the selection step will be carried out on the basis of the Final Deliverable in accordance with Article 11.

#### ARTICLE 9 – FINAL STEP GUIDELINES

9.1 Only the nine (9) Teams selected at the end of the selection process, and once properly vetted by the Partner Company's Expert Jury, will be allowed to participate in the final step in accordance with Article 11.

9.2 This final step consists of an award ceremony taking place during the VINCI Innovation Award 2017.

9.3 An institutional movie presenting the award ceremony could be produced by the Organizers, the selected teams are committed to take part to this movie.

#### ARTICLE 10 – THE DELIVERABLES CHARACTERISTICS

10.1 Deliverables must comply with the rules and the directives set by the Partner Company found under the tab “Brief” on the page of the Challenge at the website [www.agorize.com/challenges/innovation-vinci](http://www.agorize.com/challenges/innovation-vinci).

10.2 These deliverables must be sent in a common digital format such as: DOC/DOCX/PDF/PPT/PPTX/KEY/ODT/MP3/MPEG/MOV/MP4 and be done in either french or english.

10.3 In case of difficulties or failures to read the Deliverable, Participants of the concerned Team have the responsibility to rectify before the Deliverable deposit end date of the current step and in a maximum three (3)-day delay as from this date. If the delay is passed, the Team in question will be disqualified from the Challenge.

10.4 Each Participant warrants that the content of the Recommendation does not violate laws and regulations, including those relating to infringement, defamation, decency or privacy.

#### ARTICLE 11 – SELECTION PROCESS

11.1 The challenge is divided into two selection processes:

- Preselection: this step ends with the preselection of teams,
- Selection: this step ends with the finalist teams selection.

11.2 Each of these selection steps is based on the criteria of relevance, originality, realism, framing and consistency with the theme of the challenge. Under no circumstances are taken into account factors relating to the person's appearance, religious or trade union, political opinions or sexual orientation of the participants.

The selections will not result in any way, whether directly or indirectly, by chance or luck.

11.3 The regions are as follow :

- Nord Region (Nord, Pas-de-Calais and Picardie),
- Grand-Ouest Region (Basse-Normandie, Haute-Normandie, Bretagne, Centre, Pays de la Loire and Poitou-Charentes),
- Sud-Ouest Region (Aquitaine, Limousin and Midi-Pyrénées),
- Sud-Est Region (Corse, Languedoc-Roussillon and Provence-Alpes-Côte d'Azur),
- Rhône-Alpes Region (Auvergne and Rhône-Alpes),
- Est Region (Alsace, Bourgogne, Champagne-Ardenne, Franche-Comté and Lorraine),
- Île-de-France Region (Paris, Seine-et-Marne, Yvelines, Essonne, Hauts-de-Seine, Seine-Saint-Denis, Val-de-Marne and Val-d'Oise),
- Activités Centralisées Region (VINCI's schools partners : École Polytechnique, École des ponts ParisTech, CentraleSupélec, ESTP, ENSAM),
- International Region (every country outside of France).

11.4 A Pre-selection jury composed of members from the Partner Company will be responsible for pre-selecting, after the pre-selection step, up to twenty-seven (27) teams on the basis of the pre-selection Deliverable.

11.5 A Selection jury composed of members from the Partner Company will be responsible for selecting one (1) team on the basis of Selection Deliverables and to rank the preselected teams.

11.6 An Expert Jury composed of members of the Partner Company will vet each of the nine (9)'s final teams' deliverables on the basis of the Selection Deliverables

11.7 A Selection Jury, composed of members of the Partner Company will be in charge of ranking the five (9) selected teams on the Final Deliverable.

11.8 The Organizing Company shall provide all participants with the pre-selection results through an email sent to the address provided when creating a user account on the site [www.agorize.com](http://www.agorize.com)

and also by a notification sent to their account at [www.agorize.com](http://www.agorize.com), by April 2017 for the Pre-Selection's results and by June 2017 for the Selection's results.

11.9 Each pre-selected Participant must respond to the email sent by the Organizing Company announcing the selection of the team before the deadline specified in the message. Otherwise, the Organizers reserve the right to disqualify the defaulting Participant's Team.

11.10 The Final Jury will be responsible for picking the final team.

11.11 Teams' Pre-selection, Selection and Nomination are conditioned to a minimum of eight (8) uploaded recommendations meeting the Partner Company editorial and technical requirements set out in its Brief. The presence of a minimum of eight (8) recommendations is justified by the need for the Partner Company to have a sufficient choice to conduct a fair nomination of the winning teams. The Partner Company will be entitled to cancel the Challenge in the event that there would be a number less than eight (8) recommendations at the end of the pre-selection.

## ARTICLE 12 – ENDOWMENTS

12.1 Prizes referred to this Article are the counterparts of:

- The delivery of a Pre-selection and selection Deliverable which quality has been recognized by the Selection Jury.
  - Acceptance and respect for each winner of Article 13 on Intellectual Property,
  - Acceptance and respect for each winner of Article 14,
- No Prize can be delivered to the winners if they do not meet these three conditions.

12.2 Any award of a Prize at the end of the challenge is subject to, and is performed only when subjected to:

- The full respect of the rules set out in Regulations,
  - The presentation by each winner of an identity card proving their majority at the time of registering to the Challenge, and a student card from less than three years from the beginning of the school year at the date of the inscription (2016-2017).
- The Winners authorize all checks on their identity, their education and their home address. It is stated that the awards ceremony will be subject to the presentation by the winners of an identity card proving their adulthood and a student card not more than 2 years old (2016-2017).

12.3 Only the winners of the twenty seven (27) teams that are selected at the end of the first round, will receive a Prize.

12.4 One Prize will be awarded for each of the twenty seven (27) pre-selected teams.

12.5 Every Participant recognizes and accepts that the Prize can not give rise to any contesting of any kind, to a request of delivery of their monetary exchange value, nor to their replacement or exchange for another Prize whatever the reason is. The Prize is not transferable and the Participants are informed that the sale or the exchange of the Prize is forbidden.

12.6 In case of unavailability of a Prize, the Partner Company will be free to substitute a prize of a similar value, of the same brand or of a different brand, or its exchange value in cash or gift-vouchers to the discretion of the Partner Company.

12.7 Every Participant recognizes and accepts that the Partner Company will not be held responsible, in any case, for the dysfunction of the Prize or for any harmful consequence undergone by the Winner or any third party because of the Prize. It is stated that the Company will not provide any partner warranty service or assistance.

12.8 Every Participant recognizes and accepts that the Partner Company is only committed to the delivery of the Prize awarded to the Winners. As a consequence, all the extra costs relative to these Prizes or the overheads linked to the accession to ownership of these Prizes will stay, unless otherwise stipulated of the Regulations, chargeable to the Winners. Neither coverage nor refund will be owed as such.

12.9 Winners will be informed by email of their award sent by the Partner company to the address communicated for their inscription of their account on [www.agorize.com](http://www.agorize.com) by 15 days maximum following the day where the final ranking is made by the jury. The participant commit himself to respect directives indicated in the email. In the case where a winner did not succeed to take his prize, for independent reason from Partner company, in a delay of 2 months from the reception of this email, the Partner company has the right to declare this award not attributed to this winner.

12.10 Winners of the twenty seven (27) teams will be awarded the following prizes, according to their ranking, with the precision that the final team is the best of the nine (9) finalists, and team n°1 is better than team n°3, which is considered the last of the three (3) selected teams in each region, ranked by each regional jury:

1. Prize for the members of the final team:

For each member of the team: a trip worth €1500 or the equivalent in gift-vouchers, and an incubation offer if the members of the team wish to found a startup.

2. Prize for the members of team n°1 in each region:

For each member of the team: an Apple Watch Series 1 worth €319 or the equivalent in gift-vouchers.

3. Prize for the members of team n°2 in each region:

For each member of the team: a GoPro Hero Session worth €229.99 or the equivalent in gift-vouchers.

4. Prize for the members of team n°3 in each region:

For each member of the team: a GoPro Hero Session worth €229.99 or the equivalent in gift-vouchers.

## ARTICLE 13 – INTELLECTUAL PROPERTY

### 13.1 Definitions

Intellectual Property Rights: refers to any Invention, any copyright and law concerning a brand, a model, and more generally any element susceptible to be protected by the laws or the international agreements on the intellectual property.

13.2 Each Recommendation and / or Deliverable, involving more participants is a collective work

13.3 Each Participant agrees not to disclose any Recommendation and Deliverables and is committed, even for free, not to reuse, modify, publish, reproduce, distribute, sell or use all or part of the recommendations and / or deliverables to a third party during the challenge and before a delay of 6 months after the end of the challenge, or October, 31st 2017.

13.4 During the period defined in the Article 13.3, the Partner company, if wanted, has an exclusive right to buy Intellectual Property Rights relating to the Deliverables with a honest negotiation with concerned teams.

13.5 After the end of the period defined in the Article 13.3 and in the hypothesis where the Partner company has not executed his exclusive right to buy the intellectual property rights defined in the article 13.4, Participants accept that their deliverables are subject to « Licence Creative Commons Attribution 3.0 France » (the « Licence ») which copy is attached in <Annexe 1> of the following regulation.

13.6 from the moment where the Deliverables are subject to the Licence and according the Licence, The Partner Company will be free to reproduce the Deliverables, to distribute them, to promote them to the public and to modify them.

In case of modification or transformation or adaptation of the Deliverables, the Partner Company could not distribute the collective work, according to the Licence.

13.7 The tweets from the Participants in direction to the Organizing Company during the challenge could be reproduced or used by the Organizers without payment.

## ARTICLE 14 – USE OF WINNERS INFORMATION

14.1 Every Participant authorizes the Partner Company, in the hypothesis where he would be appointed Winner of the Challenge to use his family name, his first name, his city and his region of residence and, where necessary, his photograph, in any promotional demonstration, on the web sites of the Organizing Company and the Partner Company and any site or affiliated support, without that this use can legally give rise to any remuneration other than the awarded Prize during 2 years maximum.

## ARTICLE 15 – REIMBURSEMENT OF PARTICIPATING COSTS

15.1 The Participants can obtain the refund of connection fees for the participation in the Challenge on the fixed basis of 9 minutes flat connection which means 0,66 € TTC, as well as the reimbursement of postage incurred in the claim of reimbursement and/or any written application for the settlement (based on the going rate – slow rate 20g).

Participants do not pay connection fees related to the duration of calls (a subscription "unlimited", users of cable, DSL etc.) cannot get a refund because in this case the fact to access the Challenge doesn't causes any extra cost

15.2 All requests for refund by the participant must be sent in writing before September 24th, 2015 (date as postmark), to the following address:

AGORIZE  
34, rue du faubourg Saint-Antoine  
75012 PARIS

Request cannot be done by telephone or by e-mail.

15.3 The request of repayment will necessarily have to, at the risk of refusal, contain the following elements:

- Full contact details of the Participant (name, first name, address, zip code, city, Agorize login and e-mail);
- Bank details or account details;
- Where necessary, the precise request of communication of Regulations and repayment of the stamp used in the aforementioned price rate;
- Where necessary, the precise request of reimbursement of connection fees with date and time of connection to the Challenge site for the participation in the Challenge and the itemized bill from the telephone operator and/or the access provider to which he is subscribed, revealing the date and time of his/her connection to the site of the Challenge for given period, when he/she will have taken care of highlighting.

15.4 Any request of repayment over the deadline, incomplete or inaccurate will be refused.

15.5 Only one reimbursement per person (same name – same address) will be accepted.

15.6 The reimbursement will be processed through a bank transfer on the account indicated during the request after the check of the legitimacy of the request and in a deadline the Organizers of which have the whole discretion.

## ARTICLE 16 – RESPONSIBILITY

16.1 The responsibility of the Organizing Company and the Partner Company cannot be engaged in case of breakdown or dysfunction of the used telecommunications network, whatever the cause is, which would especially have the effect of damaging or preventing the identification or the

access of the Participant on the [www.agorize.com](http://www.agorize.com) site or any other useful web site for the participation in the Challenge.

16.2 The participation in the Challenge implies knowledge and acceptance of the characteristics, limitations and risks of the internet network and the technologies which are linked to it, particularly in consideration of the performances, in response time, in the security of the software and the computer hardware towards diverse potential attacks such as virus, logic bomb or Trojan horse and in the loss or in diversion of data. As a consequence, the Organizers cannot be held responsible, in any case for the damages caused to the Participant because of these accepted characteristics, limitations and risks.

16.3 The Organizers cannot, in any case, be held responsible for the damage caused by the defect or the delay of delivery of the Deliverables especially for the refusal of consideration of these Deliverables because of a submission over the deadline fixed in the Regulations, by the defect or the delivery time of any e-mail sent during the Challenge or by any change in the Deliverables regardless of the fact of the Organizers.

16.4 The Organizers cannot be held responsible in case of total or partial modification, suspension, interruption, adjournment or cancellation of the Challenge for reasons regardless of their willingness. In such instances, the Organizing Company will inform as soon as possible the participants by a mention on the website [www.agorize.com](http://www.agorize.com).

16.5 The Organizers cannot be held responsible for the consequences of a disqualification of a Participant because of his violation of the Regulations.

16.6 The Organizers shall not be liable for any trouble, action, claim, objection, claim related to the use of the Deliverables of the Partner Company not foreseen by the Regulations or in connection with the negotiation, execution or performance of contracts that the Partner company would sign with the Participants, therefore there was no direct intervention of Service.

16.7 In any case, the Organizers will not be held responsible for the deadline of delivery of the Prizes nor in case of impossibility for a Winner to benefit from his Prize for circumstances regardless of the Organizers' willingness. The responsibility of the Organizers cannot be engaged in case of loss and/or deterioration of the Prize by post or any third similar service provider and more generally if the Winner does not receive his/her Prize. The responsibility of the Organizers cannot be engaged in case of incidents or of damages of all kinds, which could arise because of the enjoyment of the awarded prize and/or because of its use.

## ARTICLE 17 - PRIVACY

17.1 Is "Confidential Information" in the sense of the present arrangement, all the material or immaterial information of whatever nature, in particular administrative, commercial, scientific, technical, financial, fiscal, which was, is or will be communicated by the Partner Company to the Participant, directly or indirectly, and in a non-exhaustive way, orally, in writing whatever the support is, by delivery of paper or electronic documents.

Is not Confidential Information: (i) The currently accessible information or becoming accessible to the public without breach at the terms of the Regulations from the Participant, (ii) The information legally held by the Participant before their disclosure by the Partner Company, (iii) The information

not resulting either directly or indirectly from the use of all or part of the Confidential Information,  
(iv) The information validly obtained close to a third party authorized to transfer or to reveal the  
aforementioned information.

17.2 During the duration of the Challenge and during a period of five (5) years after the end of the  
Challenge such as planned in Article 5, The Participant makes a commitment to:

- (i) Not using the Confidential Information for any other purposes than the participation in the  
Challenge in the conditions of the Regulations;
- (ii) Taking any necessary, useful and reasonable precaution to protect the Confidential Information;
- (iii) Not Revealing the Confidential Information to whomever, by any means whatsoever, except to  
the other members of his/her Team;

17.3 At the end of the Challenge, because of the emergence of their term indicated to Article 5 or of  
their cancellation, the Participant will immediately have to put back to the Partner Company all the  
Confidential Information, whatever their support is, obtained during the Challenge. The Participant  
forbids himself from keeping copy in any form whatsoever, except with an on purpose, preliminary  
and written agreement by the Partner Company.

17.4 Each winner candidate will have to sign, the day of the ceremony, a Confidentiality Agreement  
(Annexe 2), that they will get on the very same day, or will receive by e-mail a few days after the  
event.

The access to the Partner Company offices the day of the ceremony depends on the signature of  
this confidentiality agreement.

## ARTICLE 18 – INFORMATION AND LIBERTIES

18.1 The participation in the Challenge requires the communication of the Participant's personal  
data mentioned in Article 4.

18.2 This data can be modified at any time by the Participant.

18.3 This data mentioned in the present Article is subjected to an automated processing in the  
sense of the law n°78-17 of January 6th, 1978 for which the Organizing Company and possibly the  
Partner Company, is alone to define the means and the purpose, and is responsible, in this  
respect, for this processing in the sense of the aforementioned law.

The purpose of this processing is:

- To organize the intermediation between the Participant and the Partner Company;
- To ensure identification, communication and preservation of the exchanges with the Participant;
- To realize anonymous market studies by the Organizing Company or a third-party.

18.4 The addressees of this data are the Organizing Company and the Partner Company.

18.5 According to provisions of the law n°78-17 of January 6th, 1978, the Participant is informed  
that the personal data processing made was subjected to a statement in the Commission Nationale  
de l'informatique et des Libertés from which the receipt was delivered under the number 1495245 v  
0.

In this respect, the Organizing Company made a commitment to protect all the personal data of the concerned people. These data are collected and handled in by the Organizing Company with the strictest confidentiality according to the law of January 6th, 1978.

18.6 According to the provisions of the articles 38, 39 and 40 of the law n°78-17 of January 6th, 1978, the Participant has, at any time, the right to:

- Oppose to the communication of these data to third-parties;
- Get access to all personal data handled by the Organizing Company;
- Rectify, update and delete his personal data handled by the Organizing Company.

To exercise his rights in conformance with the law n°78-17 of January 6th, 1978, the Participant has to send a registered letter with acknowledgement of receipt mentioning clearly his identity and the object of his request to:

AGORIZE  
34, rue du faubourg Saint-Antoine  
75012 PARIS

18.7 Concerning the possible installation of cookies (or witnesses of connection) on the Participant's computer during his browsing on the Organizing Company's website, the Participant is invited to consult the Regulations and Competition Rules, Terms and Conditions present on the website [www.agorize.com](http://www.agorize.com) and that he/she has to accept previously during the opening of an account necessary to participate in the Challenge.

## ARTICLE 19 - REGULATIONS

19.1 The participation in the Challenge and the awarding of the Prize require the acceptance purely and simply and the full respect for the Regulation in all its terms. The Organizers reserve the right to disqualify, immediately and without compensation, every Participant not satisfying the present arrangement.

19.2 The Organizers reserve the right to modify at any time the terms of the Regulations, and during the Challenge without the requirement of notification to the Participant, concerning the application and the validity of these modifications. The Participant is invited to consult regularly the Regulations. The Participant gives up expressly any complaint or contesting linked to any modification brought to the Regulations by the Organizers.

19.3 Regulations are registered via <[reglement.com](http://reglement.com)> with SCP Bornecque Winandy - Bru Nifosi, huissiers de justice associés 15, Passage du Marquis de la Londe- 78000 - Versailles.

Regulations are also available for consultation online on the website [www.agorize.com](http://www.agorize.com).

A copy of these Regulations can be asked for free and with the reimbursement of the stamp used in the conditions of Article 15.

## ARTICLE 20 - CANCELLATION AND SUSPENSION OF THE CHALLENGE

20.1 The Organizer and Partner Company reserve the right to cancel, shorten, suspend the Contest if:

- it appears that fraud has occurred in any form whatsoever
- in cases of force majeure.
- In the case of the article 11.6

20.2 The Organizers cannot be held responsible for cancellation or for suspension of the Challenge according to the present Article and no allowance nor compensation will be due to the Participant.

## ARTICLE 21 – INDEPENDENCE

21.1 The registration and the participation in the Challenge are not, in any way, for effect to create a link of subordination between the Organizers and the Participant.

## ARTICLE 22 – CLAIMS

22.1 Any claim of the Participant must be sent in writing during the latest 30 days after ending date of the Challenge.

22.2 Claims linked to the functioning of the website [www.agorize.com](http://www.agorize.com) must be formulated in writing at the following address:

AGORIZE  
34, rue du faubourg Saint-Antoine  
75012 PARIS

22.3 Claims linked to the progress of the Challenge and to the sending of the Prizes must be formulated in writing at the following address:

AGORIZE  
34, rue du faubourg Saint-Antoine  
75012 PARIS

22.4 At the risk of being rejected, any claim has to contain:

- Full contact details of the Participant (name, first name, address, zip code, city, Agorize login and e-mail);
- The identification of the concerned Challenge;
- The clear and elaborate presentation of the motives for the claim.

## ARTICLE 23 - PRELIMINARY RECONCILIATION

23.1 In case of persistent dispute after the Participant has made a complaint in accordance of Article 22, the Organizers and Participants agree to submit their dispute to an amicable settlement before any court proceedings.

23.2 The party eager to initiate conciliation must inform the other party through a registered letter with acknowledgment of receipt in which it will make him know his intentions and it will specify the cause.

23.3 If no agreement is reached between the parties within 30 days of the registered letter reception, parties regain their freedom of action.

## ARTICLE 24 – APPLICABLE LAW

The Regulations and the Challenge are under the French law.  
In case of disagreement on the application or interpretation of the Rules, and the absence of agreement, any dispute will be submitted to the competent court, according to the legal rules of territorial jurisdiction.

### Annex 1

#### License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.  
BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

#### 1. Definitions

1. "Adaptation" means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.

2. "Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

3. "Distribute" means to make available to the public the original and copies of the Work through sale or other transfer of ownership.

4. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.

5. "Original Author" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal

entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.

6. "Work" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.

7. "You" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

8. "Publicly Perform" means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.

9. "Reproduce" means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

2. Fair Dealing Rights. Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

1. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections; and,
2. to Distribute and Publicly Perform the Work including as incorporated in Collections.

c. For the avoidance of doubt:

1. Non-waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

2. Waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,

3. Voluntary License Schemes. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Adaptations. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved.

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

1. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested.

2. If You Distribute, or Publicly Perform the Work or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. The credit required by this Section 4(b) may be implemented in any reasonable manner; provided, however, that in the case of a Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

3. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation.

5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

1. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collections from You under this License, however, will not have their licenses terminated provided such individuals or

entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

2. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

#### 8. Miscellaneous

1. Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

2. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

3. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

4. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

5. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

#### Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at <http://creativecommons.org/>.