

## General terms and conditions of the Lottery Challenge

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### 1 – Presentation

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La Française des Jeux, a company incorporated under French Law, having its principal place of business at 126 rue Gallieni – 92100 Boulogne-Billancourt, France registered on the Trade and Companies Register of Nanterre under number 315 065 292, offers to Participant the opportunity to participate to the following challenge : **Digitization of retail and omnichannel in lotteries** (“Lottery Challenge”).

This challenge is held with the participation of other lotteries, which are:

- (1) **CAMELOT UK LOTTERIES LIMITED**, a company incorporated in England and Wales (registered number 02822203), the registered office of which is at Magdalen House, Tolpits Lane, Watford WD18 9RN;
- (2) **AB SVENSKA SPEL**, a company incorporated in Sweden (registered number 556460-1812), the registered office of which is at norra Hansegatan 17, Visby, Sweden;
- (3) **DANSKE SPIL**, a company incorporated in Denmark (registered number 33034482), the registered office of which is at Korsdalsvej 135, 2605 Brøndby, Denmark;
- (4) **NORSK TIPPING AS**, a company incorporated in Norway. Registered number NO 925 836 613, The registered office of which is at, Måsåbekkvegen 20 2315 HAMAR NORWAY;
- (5) **VEIKKAUS OY**, a limited liability company incorporated in Finland (business identity code 0124502-6), the registered office of which is at Karhunkierros 4, FIN-01009;

(Hereinafter, “The Participating Lotteries”).

### 2 – Participant

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A participant (the “Participant”) must respect the following conditions:

The Participant must be an existing company in the form required in a following country:

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland

- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden
- United Kingdom
- Israel

The Participant shall have a valid professional insurance policy .

The Participant shall not be in dispute with La Française des Jeux or Agorize or any of the Participating Lotteries.

In avoidance of doubt, a Participant cannot be:

- a company in which its manager(s) is(are) employee(s) of La Française des Jeux or Agorize or any of the participating Lotteries,
- an individual.

Participants may only take part in the Lottery Challenge once.

The Participant must sign up online and create an Agorize user account for his company.

When a participant takes part of the challenge, it agrees this general terms and conditions.

Any Participant failing to respect the conditions of this article during registration or at any time throughout the duration of the Lottery Challenge will be excluded from the Lottery Challenge. In the event an Award is given to a Participant not respecting this general terms and conditions during registration or at any time throughout the duration of the Lottery Challenge, La Française des Jeux reserves the right to demand the Participant returns or cancels the Award received.

Final Participants must also supply a registration certificate issued within the last three (3) months

and certify that they comply with the social and tax legislation to which they are subject.

The Participation in Lottery Challenge is entirely free of charge, with the exception of the expenses

necessary to produce the documentation (as described in article 5).

### **3 – Lottery Challenge registrations and access**

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To register for the Lottery Challenge, a Participant must have opened a user account on the Agorize

website, under the General Rules and Conditions of the Agorize.com website (article VII), giving:

- Name of the startup
- Logo
- Elevator pitch (140 Char)
- Creation date
- Development stage (Early stage,...)
- City
- Industry
- Website
- Facebook page
- Twitter page

Only one registration is possible for a Participant.

Once this account is activated, the Participant is able to participate to the Lottery Challenge.

Registrations containing inaccurate or incomplete information will not be considered and the Participant in question will be disqualified.

Registration implies that the Participant agrees to being contacted by electronic mail sent by La Française des Jeux or Agorize in respect of participation in the Lottery Challenge.

### **4 – Lottery Challenge duration**

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Lottery Challenge is open from September 2016, the 5th to October 2016, the 21<sup>st</sup>, Paris time zone (GMT +1).

La Française des Jeux reserves the right, at its own discretion, to change the Lottery Challenge duration to a reasonable duration that will be communicated to Participants.

Lottery Challenge is composed of 3 (four) rounds:

- First round (the “1<sup>st</sup> round”): from September 2016, the 5th to October 2016, the 3<sup>rd</sup>
- Second round (the “2<sup>nd</sup> round”): from October 2016, the 3<sup>rd</sup> to October 2016, the 13<sup>th</sup>
- Third round or Final (the “Final”): October 2016, the 21<sup>st</sup>

### **5 – Round details**

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### **5.1. 1<sup>st</sup> round**

During the 1<sup>st</sup> round, a participant will be able to upload on the platform an executive summary (the "Project") which must contain at least the following information:

- The executive summary completed
- Estimated costs for the realization of one experimentation

All information that the participants deem useful La Française des Jeux will only accept and consider Project submitted by Participants by the deadline and in compliance with this article requirement.

### **5.2. 2<sup>nd</sup> round**

The 2<sup>nd</sup> round is a selection by a jury which is composed by employees of La Française des Jeux and of the Participating Lotteries.

Each member of the jury examines the Projects regarding:

- conformity of Project with the general terms and conditions
- conformity of Project to the Lottery Challenge brief
- Relevance of the project regarding the topic
- Originality & Innovativeness
- Feasibility & capacity to be quickly operational
- Customer experience value

Each member will vote for the Projects on the basis of the above mentioned criteria. Between 6 (six) and 12 (twelve) Projects which will obtain the more votes from the jury will be selected for the Final.

### **5.3. Final**

Final will take place in the Dolce Chantilly hotel near Chantilly on October 2016, 21<sup>st</sup>.

Each of the 3 (three) selected Participants will be invited to present its Project to a jury composed of executives of La Française des Jeux and Participating Lotteries.

The expenses of the Participant regarding transportation and accommodation to attend the Final (one person by Project) will be covered and chosen by Agorize.

Each lottery examines Project regarding:

- Relevance of the project regarding the topic
- Originality & Innovativeness
- Feasibility & capacity to be quickly operational
- Customer experience value

Each member of the Jury will vote for the Projects, establishing the ranking of the three winners of

the awards, as detailed in Article 7.

FDJ will determine the winner of the "FDJ Special Prize".

## 6 – Characteristics of the Project

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Project must comply with the rules and specifications set by La Française des Jeux and described by this general terms and conditions and the Brief.

A Project must without fail be provided in a usual format: presentation and/or video.

If the Project of a Participant is difficult or impossible to read, La Française des Jeux reserves the right to disqualify the Participant in question from the Lottery Challenge.

Participants guarantee that Project comprises only contributions from Participant. Wholly or part of a Project from third parties is not admissible and any Participant producing them will be disqualified.

## 7 – Rewards

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### 7.1 – FDJ Special Prize

A Participant will be rewarded with the right to work with La Française des Jeux in order to make a concrete experimentation of its Project in FDJ's points of sale.

All costs of the experimentation shall be bear by La Française des Jeux in the extent of of 15 000 (fifteen thousand) euros, including the participation of the Winner. The Winner could not receive any other compensation for its participation to the experimentation.

La Française des Jeux will determinate, at its own discretion, when, where and how to launch the experimentation. By Participating to the Final phase of the Lottery Challenge and accepting the prize, The Winner has accepted to participate in the experimentation and accepts to contribute actively and completely to the experimentation.

This experimentation does not exclude another experimentation that could be conducted with any of the Participating Lotteries, if such experimentation is wished by one or more of the Participating Lotteries and The Participant.

### 7.2 – Awards

The Final Jury will establish a ranking between the Final Participants on the basis of the presentation of their projects during the Final of October 2016, 21<sup>st</sup>. The rewards will be distributed as such:

**1<sup>st</sup>** : a POC with a value of 15 000€ (fifteen thousand euros). The experimentation will be conducted in collaboration with CAMELOT UK LOTTERIES LIMITED

**2<sup>nd</sup>**: 8 000 (eight thousand) euros

**3<sup>rd</sup>**: 4 000 (four thousand) euros

### 7.3 – A business meeting with CAMELOT UK LOTTERIES LIMITED

During the Lottery Challenge, **and more precisely during the Final**, CAMELOT UK LOTTERIES LIMITED retains the rights to choose one of the Participants and invite this Participant to attend a business meeting at the Camelot UK office (physically or by video call) with innovation leaders from CAMELOT.

7.4

- All Participants acknowledge and accept that the prizes described above in this article cannot be challenged by Participants in any way, nor exchanged for their financial equivalent, nor replaced or exchanged for another award for any reason whatsoever. The prizes described in article 7 are not transferable, and the Participant is hereby informed that the sale or exchange of any award/prize is prohibited.

## **8 – Intellectual Property**

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### **8.1. Participant's Intellectual Property right**

Existing rights (i.e. any Intellectual Property Rights held by one of the parties before the start date of the Lottery Challenge) remain the exclusive property of the party in possession of them.

Each Participant guarantees la Française des Jeux that none of the Project, in whole or a part, provided or used by Participant in respect of the Lottery Challenge constitutes an infringement of any component, work or creation belonging to a third party, or is the result of unfair competition, parasitic competition or any other infringement of third party rights. Each Participant holds La Française des Jeux harmless from all third party action on any grounds whatsoever including relating to the use of their image or any creation or any other protected element.

Project must have been produced by Participants. All Participants will take responsibility for their compliance with French and Community legislation, including as regards copyright and legislation on privacy and personal image or any new legislation that might replace such provisions.

All Participants in the Lottery Challenge undertake to obtain all necessary permission from persons

having participated in any way whatsoever in production of the Project.

Generally, all Participants ensure that their Project does not constitute:

- an infringement of third party intellectual property rights;
- an infringement of personality rights;
- an infringement of accepted standards of behavior or public order.

### **8.2. Intellectual Property rights of the winners**

**For the experimentations only** as detailed in article 7, the selected Participants assign to La Française des Jeux the following rights (compensation being included in the FDJ Special Prize or the Award):

- intellectual property rights, including the right to reproduce (wholly or in part), display (wholly or in part), analyze, adapt, modify, disseminate, translate and use the Project, and

- for all formats and all purposes
- for a worldwide use, for the duration of “Droits d’auteur” (french equivalent of copyright).

## **9 – Confidential information**

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Any information from La Française des Jeux or Agorize or The Participating Lotteries that is disclosed or made available to Participants constitutes confidential information (“Confidential Information”). Confidential Information includes administrative, commercial, scientific, technical, financial, fiscal, legal and economic information that has been, is or will be disclosed to the Participant by La Française des Jeux or Agorize.

Confidential Information may be tangible or intangible and may be disclosed directly or indirectly, including but not limited to orally or in writing by means of any medium whatsoever, by the providing of paper or electronic documents or by other means, this including all copies, extracts and summaries.

Information is not confidential if:

- it is in the public domain
- it is already held by the Confidential Information recipient before the participation
- it has been lawfully acquired from a third party authorized to transfer or disclose it.

The Participant undertakes, throughout the duration of the Lottery Challenge and for five years after the end of the Lottery Challenge to keep confidential all information as defined confidential in this article.

The Participant undertakes to promptly notify La Française des Jeux in writing of the existence of any unauthorized use, disclosure or loss of the disclosing Confidential Information of which the Participant becomes aware. The notification will indicate the measures taken by the Participant to remedy the situation.

At the end of the Lottery Challenge, Participants must immediately return all Information obtained under the Lottery Challenge to La Française des Jeux. The Participant will refrain from keeping a copy of the Confidential Information in any way.

## **10 – General information**

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**10.1.** These Rules are further to Agorize’s rules and general terms and conditions for challenges available on the [www.agorize.com](http://www.agorize.com) website.

In the event of contradiction between the provisions of these general terms and conditions and Agorize’s rules and general terms and conditions for challenges, the present general terms and conditions will prevail.

**10.2.** By agreeing to participate to Lottery Challenge Participant expressly accept, without compensation, and authorize La Française des Jeux, in order to promote the Lottery Challenge, for or two years after the end of the Lottery Challenge, to use, publish or communicate:

- the name of the Participant, name and photos of the members of the Participant
- the name and a summary presentation of the Project provided in Lottery Challenge.

**10.3.** By agreeing to participate to the Lottery Challenge, Participant acknowledges and accepts the characteristics, limitations and risks of the internet and related technology, in particular as regards performance, response times, and software and hardware security in the face of various potential attacks in the form of viruses, and the loss or misuse of data. As a consequence, La Française des Jeux cannot be liable under any circumstances for loss or harm caused to the Participant as a result of these characteristics, limitations and risks which the Participant has accepted.

**10.4.** La Française des Jeux cannot be liable in the event of a complete or partial change, suspension, interruption, postponement or cancellation of the Lottery Challenge. Under such circumstances, La Française des Jeux will inform the Participants without undue delay by means of a notice on the website.

**10.5.** La Française des Jeux cannot be liable for the consequence of the disqualification of a Participant for a breach of this general terms and conditions.

**10.6.** La Française des Jeux reserves the right to change the Rules at any time, including the duration of the Program, and the application and validity of any such changes do not require.

**10.7.** La Française des Jeux reserves the right, at its own discretion, at any time, to cancel or suspend the Lottery Challenge.

**10.8.** Registration and participation in the Lottery Challenge do not create a relationship of subordination in any way between La Française des Jeux and a Participant.

**10.9.** Any complaint from the Participant must be sent in writing no later than thirty (30) days after

the end of the Lottery Challenge to the following address:

La Française des Jeux  
126, rue Gallieni  
92100 Boulogne-  
Billancourt FRANCE

**10.10.** This general terms and conditions are governed by the law of France, with the exception of rules on conflict of laws.

**10.11.** Any dispute regarding this general terms and conditions or the Lottery Challenge, its interpretation or performance that cannot be settled amicably between the Parties within sixty (60) days following the first notification from the complaining party to the supposed defaulting party, shall be referred exclusively to the Courts of Paris.