



COMPETITION RULES

"Orange Social Venture Prize" Africa/ Middle-East

Article 1. Organiser and purpose of the Competition

The **Orange MIDDLE EAST AND AFRICA** company, a *société anonyme* (public limited company) with registered capital of 1,391,185,791.36 euros, the registered office of which is located at 78 rue Olivier de Serres, 75015 Paris, registered in the Paris Register of Commerce and Companies under number 307.299.248 (hereinafter referred to as "**Orange MEA**" or "**the Organising Company**"), is organising a competition entitled "**Orange Social Venture Prize**" (hereinafter the "**Competition**").

The Competition is accessible exclusively via the Internet at the following link: <https://startup.orange.com>.

Orange Group wishes to act proactively by supporting social business initiatives associating New Information and Communications Technologies in Africa and the Middle East. As such, Orange Group has decided to launch a "social venture" competition which will reward projects to launch a new product or a new service which meets the triple objective of participation in societal development, the development of an innovative offering and the integration of digital technologies in the entrepreneurial dynamic.

This Competition consists, for the Participants, in submitting on the <https://startup.orange.com/> website (hereinafter **the "Site"**) their projects (hereinafter the **"Project"**) in accordance with the instructions laid down in these rules (hereinafter **the "Rules" or "Regulation(s)"**).

Article 2. Conduct of the competition

National competition:

Each project submitted will participate in the national competition of its country of origin (the country is identified by the participant when the project is submitted on the Site). Each country organizes a national jury that nominates up to three (3) national winners.

International competition:

These three (3) national winners will participate automatically, without the need to redeposit their respective project, at the Grand Prix (Orange MEA Competition) and the grand jury designates the 3 grand prize winners of the Grand Prix Orange Social Venture Prize Africa / Middle East.

Failure to comply with the conditions of participation set out in the Rules will invalidate the participation.

Article 3. Duration

The Competition will be held between March 09th 2020 (09:00am GMT) and June 05th 2020 (9:00pm GMT).

The Organising Company reserves the right to postpone, modify, cancel or repeat the Competition if circumstances demand. Any change will be notified by publication on the <https://startup.orange.com/> website.

Each Orange Group affiliates 'country participating to the competition reserves the right to delay the beginning of its national phase due to local circumstances. Any change and national specificities will be notified by publication on the <https://startup.orange.com/> website.

In any event the Organising Company and its affiliates may not be held liable in the case of modification of the dates and duration of the Competition.

Article 4. Participants

Participation in the Competition is open to natural persons aged over 21 years at the date of the initiation of the Competition mentioned in article 3 of the Rules and to legal persons able to prove that they have exercised their activity for less than three (3) years on the day the Competition is initiated with access to the Internet and having an e-mail address (hereinafter **the "Participant"/the "Participants"**).

Excluded from the Competition participation are:

- Natural persons of less than 21 years at the date of the launch of the Competition;
- Legal persons who have exercised their activity for over three years on the day on which the Competition is initiated;
- Persons having conceded rights to their Project
- Persons having collaborated directly in the organisation of the Competition (such as personnel of the Orange group belonging to the CSR MEA and Partnerships departments, the members of the subsidiaries in Africa and the Middle-East participating in the organisation of the Prize and Innovacom personnel);
- The professionals of the national juries as well as the jury members of the international Grand Prix and their families;
- Natural or legal person without personal bank account.

Only one entry per household/legal person/IT address (same name, same address) will be accepted. Any additional entry will eliminate the Participant.

By accepting these Rules, the Participant authorises the Organising Company to make all the necessary verifications concerning the identity, personal details, registration or date of birth of the Participants. Any erroneous, incomplete or fraudulent indications will cancel the Participation.

Article 5. Participation conditions

The Competition is accessible only via the Internet at the following link:
<https://startup.orange.com/>

The Project must concern a territory or a geographical market containing at least one country from the African continent and the Middle-East region in which the Orange group is present. The countries concerned are: Botswana, Burkina-Faso, Cameroon, the Central African Republic, Côte d'Ivoire, the Democratic Republic of the Congo, Egypt, Guinea Bissau, Guinea Conakry, Jordan, Liberia, Madagascar, Mali, Morocco, Senegal, Sierra Leone and Tunisia.

The Project must involve Information and Communications Technologies and have a societal impact.

5.1 Composition of the entry file

The Participants must complete and send the participation form and the project file via the Site within the given deadlines. These two documents will be the only documents consulted

during the pre-selection phase - as such in Article 5.3 of these Rules. **The application file (hereinafter 'Dossier' or 'Candidature File') contains:**

1. Entry form

- It is available on line and should be filled in directly on the Site
- Asterisked fields must be filled in to validate the entry.

2. Entry file relative to the Project

- The format authorised is that of a file in PDF format of 10 Mb maximum.
- **Important:** The name of the said file must be strictly identical to the name of the project mentioned in the first field of the entry form.
- **The elements for constituting the Project File are the following:**
 1. Summary presentation of the Project: between 1000 and 2000 characters
 2. Analysis of the market
 3. Identification of the market opportunity
 4. Presentation of the product/service proposed
 5. Information about the management team
 6. Financial forecasts
 7. Evaluation of the societal impact

5.2 Submitting the application documents

The Competition is accessible via the Internet from a computer and/or any terminal with an Internet access, at the address <https://startup.orange.com> and in the section "**OSVP**" of the Site, using the entry form proposed.

Should a legal person apply, only the legal representative of the legal person is authorised to enter the legal person in the Competition.

Should a team be entered, only the leader of the team will enter under the conditions defined in the Regulations, indicating the other members of the team in file describing the Project.

The Participant undertakes to fill in accurately all the mandatory fields of the entry form in order to validate their participation and be contacted should they win.

No incomplete, erroneous, false, counterfeit or fraudulent entry may be considered and will be sanctioned by formal and definitive prohibition from participating in the Competition.

Participation in the Competition means unreserved acceptance of these Rules in their entirety, the ethical rules in force on the Internet and the laws and regulations applicable to gaming competitions in force in France.

The Participant accepts the conditions of the Rules in this document and the Rules of the Orange affiliate concerned by the participation in the countries described in article 5 of this document (the “National Competition Rules”).

As of the submission of the Candidature File and the validation by the Participant of his participation form, he will not have the possibility to modify the Candidature File deposited on the Site but the Participant will be able to fill the entry form again. Only the application form closest to the deadline for registration will be validated by the Organising Company. The Participant will have the possibility to delete his/her application form by contacting the Organising Company via the “Contact Us” form available in the “OSVP” section of the website <https://startup.orange.com/>.

5.3 Stages of participation in the Competition:

1. From March 09th 2020 at 09:00am GMT to June 05th 2020 at 9:00pm GMT:

- The Participants will submit the File on the <https://startup.orange.com/> website
 - The Participants must also fill in the entry form presented on line as part of the File submission procedure.
 - The participants will have to validate the International Rules and the national rules to validate his submission. International and national rules are accessible and can be downloaded on the web Site.

2. From June 10th 2020 00:00am GMT to September 2020:

- Each participating Orange affiliate listed above, or its designated partner, will examine the different projects submitted and will pre-select Projects. The preselected projects will eventually be interviewed, as applicable (face-to-face, by telephone or videoconference) by Orange partner, members of the jury or Orange affiliate members or will be asked to pitch their project physically in front of the national jury to foster different aspects of their Project.
- Selection from the national juries should be made in September and the 3 national winners of each country communicated to the Organising Company corporate entity before end of September 2020.

3. From September 2020 to November 2020:

- The Organising Company will examine all the national winners Projects submitted by Orange affiliates and following national juries' decisions, and will pre-select Projects. The shortlisted projects will eventually be interviewed, as applicable (face-to-face, by telephone or videoconference) by Orange partner, or Orange corporate members.
- The International Grand Jury decision will be made during October 2020 to choose the three (3) international prize-winners.

4. November 2020

- November, 2020 the Organising Company will publicly announce the international winners of the Grand-Prix and organise an award ceremony.

Article 6.Awards

For the international Grand-Prix awards are the following:

- **1st prize:** the payment of an amount of € 25,000 (twenty-five thousand euros);
- **2nd prize:** the payment of an amount of € 15,000 (fifteen thousand euros);
- **3rd prize:** the payment of an amount of € 10,000 (ten thousand euros);
- **One women award:** the payment of an amount of € 20,000 (twenty thousand euros)
- **One 10th year special award:** the payment of an amount of 10,000 (ten thousand euros)

Furthermore, accompaniment will be proposed to the 3 international Grand-Prix winners in the form of monthly telephone meetings during which the winners will present a progress report. They will thus benefit from advice given by professionals of young company creation and financing. If the award is attributed to a team it will be awarded to the Project team leader who filled in the entry form.

For the national prize, each subsidiary of Orange will offer lots and / or accompaniment specific to the country. These lots will be defined on the country online pages of the Prize on the site <https://startup.orange.com>.

If the award is attributed to a legal person, the lot will be awarded to the legal representative of the legal person.

The award will be transferred to a local bank account of the natural / legal person, thus having a bank account and giving the bank details (IBAN) is necessary to get the Prize.

The awards offered only contain what is indicated, to the exclusion of anything else.

The awards described above will not be taken back or exchanged against other objects or services, irrespective of their value, and will not be exchanged for cash. If one of the winners did not or could not take possession of their award, they shall not be entitled to any compensation.

The awards attributed are personal and may not be transferred. They may not be exchanged, even partially, in any form whatsoever.

Should a winner expressly decide not to benefit from their award, it will be held by the Competition Organising Company and may be used in a future operation at no liability to the Organiser.

Furthermore, as part of this Competition, Orange MEA keeps the possibility of attributing special awards in addition to the awards mentioned above. If this is the case, these awards will also be given at the award ceremonies organised.

Article 7. Conditions for attributing awards.

The Organising Company will do its utmost to Pre-select Projects “the Pre-selection” according to the following criteria such as:

1. The social and/or environmental impact; the Projects will be evaluated according to the significance of their social and/or environmental impact (number of jobs created, effects on health, education, energy needs, etc.);
2. The degree of innovation provided in the use of digital communications resources (landline or mobile telecommunications) to enable the product or service to be launched;
3. The possibility of extending distribution of the product to several countries;
4. The financial viability of the project by succeeding in self-financing the project at the end of its launch period;
5. The realistic and operational character of the project (motivation of the team, contacts with the partners of the project, etc.);
6. The presentation and feasibility of the Project as a whole (test phase and operational phase planned).

At each country level as well as at the international Grand-Prix level, pre-selected Projects will be passed on to the members of the Jury. All jury members are societal development, NTIC and entrepreneurship professionals, who will be charged with giving their opinion and select the three (3) winners.

The three (3) national winners will be the Participants nominated by the national juries and the three (3) international Grand-Prix winners will be designated by the international Grand-Prix jury.

The names of the national winners will be made public on the occasion of local national ceremonies that will be organized by Orange Group affiliates in countries; the details will be published on the web Site, on the country dedicated pages. The name of the international Grand-Prix winners will be unveiled on the occasion of the AfricaCom, November 2020 and will be published online on the <https://startup.orange.com/> site.

The winner of the international women award will be designated by the international Grand-Prix jury. This winner will be a woman or a women or a man who has proposed a technological solution to improve women's living conditions (women's empowerment, job creation or preservation, gender data collection, digital inclusion, financial inclusion, etc.).

The winner of the 10th year special award will be designated by the international Grand-Prix jury.

The decisions of the Organising Company are irrevocable and may not be challenged. No challenge may be made concerning the decisions of the Organising Company which shall have sovereign decision-making powers with no possible recourse.

The winners will be informed, within one (1) month, by e-mail sent to their personal e-mail address as it appears on the online entry form.

Orange MEA shall not be responsible if the email address or telephone details do not correspond to those of the winner, are erroneous or if the winner remains unavailable. In this case, it is not up to Orange MEA to do additional searches to find the unavailable or uncontactable winner who will not receive their award nor any compensation or indemnity.

The winners must confirm their postal address and bank details in their name or in the name of their company; the process for sending awards will start following this confirmation. The awards are personal and non-assignable.

If, after 60 (sixty) days following the announcement of the win on the Site, the winner has not come forward or has not replied to the e-mails, the award may no longer be claimed and will remain the property of Orange MEA. A substitute winner may thus be nominated by the Organising Company from all the other losing Participants, under the same conditions as described above; Orange MEA may not be considered liable under such circumstances.

Orange MEA may not be held responsible for delays, losses, damage, and issue in network connexion or other means involved in the delivery.

All the brands or product names cited are registered brands of their respective proprietors.

Article 8. Advertising

Because of their participation to the Competition and without this giving rise to any counterparty except for the award won, the winners give permission to Orange MEA and its affiliates in countries to freely use for advertising and promotional operations, whatever the format, all the personal information communicated within the framework of the Competition, on their behalf and on all media, including but not limited to: surnames, first names, name of the company/project and the web link, the e-mail address and subject of the project, as well as their photos and images..

Article 9. Intellectual property

The Participants remain the owners of the Projects submitted in the Competition.

The Participants acknowledge that participation in the Competition means that their Projects may be the subject of a generic communication within the context of the Competition. In compliance with the laws governing literary and artistic property rights, the representation or usage of all or part of the elements composing the Site and the Competition are strictly prohibited.

Article 10. Competition clause

Since the company organising the Competition is a large group it is possible that it is potentially already in competition with one candidate's solution or that it enters into Competition in the future. The Competition organising company, and specifically people working on the Competition, are in no way considered to be omniscient about all the actions of all parts of the group. Therefore, the responsibility of Orange cannot be questioned.

Article 11. Personal data

The personal data of the Participants are processed by Orange MEA and its affiliates in the countries concerned by this Competition in their capacity as data controller. Participants are informed that the personal data processed in the context of this Competition are necessary to take into account their participation in this Competition.

Participants are informed that their personal data may be transferred to other entities of the Orange group to detect and support startups and projects with high potential. These entities will be able to contact the relevant Participants or send them useful information.

For national prizes, your data will be processed by the authorized Orange teams in the country where the Participant submitted his application file and, for the international Grand-Prix, by the teams authorized in France.

Article 11.1. Object of treatment (purpose and legal basis)

We collect your personal data when you fill out the Competition application file and when submitting your application. We use your personal data to manage the participation in the Competition (receipt and analysis of the application file, communication between Orange, its entities and Participants ...).

The legal basis for managing participation in the Competition is justified by our legitimate interest.

Your personal data are treated in accordance with the personal data protection law applicable in France as well as with the personal data protection laws of the country where this Competition is launched.

Article 11.2. Data Categories

The categories of data necessary for the management of the Competition are:

- Identification of the Competition candidate: last name, first name, professional e-mail, postal address, city, country and phone number.

Article 11.3. Recipient of the data

The recipients of your personal data are:

- Orange MEA and the departments in charge of organizing the Competition at international level located in France;
- The Orange subsidiary of the country where you are located as well as the departments in charge of organizing the Competition at the local level;
- Orange Group partners.

Article 11.4. Data retention period:

- **Participants:** Regarding participants' data, it will be kept for one year.
- **The winners:** the personal data of the winners will be kept for 18 months.

Article 11.5. Your rights:

You can access to your personal data or request their deletion. You also have a right to object, a right of rectification and a right to limit the processing of your data.

To exercise these rights or if you have any question about the processing of your personal data, you can contact the Data Protection Officer at the following address:

Orange SA

Attention: Data Protection Officer (DPO)

78 rue Olivier de Serres

75505 Paris Cedex 15

You can also contact your local point of contact.

Article 12. Guarantees

The Participants undertake that the Projects submitted in the Competition in no way infringe rights held by third parties, irrespective of the legal basis thereof. On this basis, the Participants indemnify Orange MEA and its affiliates against any legal actions or liability, that may be brought by any third parties in respect of all guarantees and commitments made.

Article 13. Agreement to the Regulations

Participation in the Competition equates to the unreserved agreement by the Participants to these Rules in their entirety, the ethical rules in force on the Internet and (particularly tax) laws and other legislation applicable in France.

The Participants shall indicate their acceptance of these Rules and of the transfer of rights resulting therefrom by ticking the two (2) boxes provided for this purpose on the entry form when entering online.

Participating in the Competition equates to knowledge of and agreement to the characteristics and limits of the Internet, especially as far as technical performances are concerned, the response times to consult, or transfer information, the risks of interruption and, more generally, the risks inherent to any connection and transmission on the Internet, the absence of protection of certain data against any misappropriation and the risks of contamination by any viruses circulating on the network.

Article 14. Responsibility of Participants

Participants must comply with the rules listed on this Competition Rules and available at: <https://startup.orange.com/> website including the ban on creating a false identity or usurping that of a third party and the provisions of the Competition Rules.

The Participants must comply with all the rules listed on the Site and the provisions of the Competition Rules. In this regard all Participants undertake, in addition to the rules listed on the Site:

- not to defame, attack or violate the rights of third parties;
- not to infringe upon public order and decency (including excluding crimes against humanity, inciting racial hatred, pornography, etc.);
- not to create a false identity or usurp the identity of a third party;

- not to reproduce and/or use the brand, company name, logo or any distinctive symbol of a third party;
- not to infringe on the privacy and image rights of a third party;
- not to carry out a project contrary to the interests of the Organising Company;

In general, not to communicate items which infringe on the intellectual property or rights of third parties, including brand rights, **patent rights**, personal rights or copyright.

It is expressly agreed that every Participant guarantees the Organising Company against any recourse by a third party claiming non-compliance by the Participant with one or more of the above rules.

Any Participant who does not comply with these rules shall be excluded from the Competition and from the Site.

Article 15. Limitation on the Organising Company's liability

As mentioned in Article 13, participation equates to the knowledge of and acceptance of the characteristics and limits of the Internet.

Consequently, the Organising Company may under no circumstances be held liable, without this list being exhaustive:

- for the transmission and/or receipt of any data and/or information on the Internet;
- for any malfunction of the Internet network preventing the proper running/functioning of the competition;
- for any defect of any reception equipment or communication lines;
- for the loss of any paper or electronic mail and, more generally, the loss of any data;
- transmission problems;
- the functioning of any software;
- the consequences of any virus, IT bug, anomaly or technical failure;
- any damage caused to a Participant's computer;
- any technical, hardware or software fault of any type, having prevented or limited the possibility of participating in the competition or having damaged a Participant's system.

It is specified that the Organising Company may not be held liable for any direct or indirect damage resulting from an interruption or a malfunction of any kind and for any reason whatsoever or for any direct or indirect damage that would result, in any way, from connection to the Site. It is up to every Participant to take all the appropriate measures to be able to protect

their own data and/or software stored on their IT equipment against any damage. They are entirely responsible for the connection of any person to the Site and their participation.

The Organising Company may cancel all or part of the Competition if it appears that fraud has occurred in any form whatsoever, including due to IT, within the framework of participation in the Competition or determining the winners. It reserves, should this be the case, the right not to attribute prizes to the fraudsters and/or to initiate proceedings against the perpetrators of this fraud before the competent jurisdictions.

In the event of failure by a participant to comply with the Rules, the Organising Company reserves the right to remove any entry from the latter as of right, without the participant being able to claim any recourse.

The following in particular shall be considered fraud:

- The fact of a Participant entering then participating in the Competition under one or more fictional names, fictional e-mail addresses or addresses borrowed from one or more third persons; all Participants must enter and participate in the Competition with a single pseudonym and e-mail address.
- The fact of using multiple e-mail addresses in order to try to participate several times.

Any fraud shall lead to the Participant being eliminated.

Article 16. Case of force majeure, extension reservation

The Organising Company may not be held liable if, for a case of force majeure or circumstances independent of its intention, the Competition had to be modified, shortened or cancelled. It reserves the possibility, in any event, to extend the participation period and postpone any date announced.

Any modification to the Rules will enter into force once it is put online and any Participant will be considered to have agreed to them by the simple fact of their participation in the Competition, from the date of entry into force of the modification.

Any Participant refusing the modification(s) made must withdraw from the Competition.

No compensation may be requested by the Participants.

Article 17. Proof convention

The Organising Company has put the necessary technical resources in place that can demonstrate the participation or otherwise of an Internet user. It is therefore agreed that, except in the event of a manifest error, the data contained in Orange MEA's information systems have probative force in respect of the connection elements and information resulting from IT processing relating to the Competition.

It is agreed that, except in the event of a manifest error, Orange MEA may, in particular for the purpose of proving any action, event or omission, avail itself of programs, data, files, recordings, operations and other items (such as monitoring reports or other statements) in IT or electronic format or IT media, established, received or held directly or indirectly by Orange MEA, including in the information systems.

The Participants undertake not to contest the receivability, validity or probative force of the above-mentioned IT or electronic formats or media, on the basis of any legal provision whatsoever and which would specify that certain documents must be written or signed by the parties to constitute proof.

Thus the elements considered constitute proof and, if they are produced as means of proof by Orange MEA in any dispute or other proceedings, they will be receivable, valid and enforceable between the parties in the same way, under the same conditions and with the same probative force as any document which may be established, received or preserved in writing.

Article 18. Applicable law and interpretation

The Rules are exclusively governed by French law.

Any question of application or interpretation of these Rules or any unexpected question which may be raised shall be decided upon, depending on the nature of the question, solely by the Organiser, in compliance with French legislation.

Protests will be receivable only within a one-week period after the publication of the results.

No verbal request concerning the Competition will be replied to.

Any translation of these Rules into a different language shall be made for information only; only the French version of the Competition Rules shall be binding.

Article 19. Depositing and consultation of the Regulations

The Rules have also been put online on the competition web Site.

It is possible to consult it and print it out.

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