



COMPETITION RULES

Orange Social Venture Prize

2020

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 <https://startup.orange.com/>

The Orange Group proactively supports social business initiatives associating New Information and Communications Technologies in Africa and the Middle East. As such, since 2011, the Orange Group has run a "social venture" competition, which rewards Projects that launch a new product or a new service which meets the triple objective of: contributing to societal development, developing an innovative offering and integrating digital technologies in the entrepreneurial solution.

This Competition enables Participants, to submit their product or service idea (hereinafter the "**Project**") via the <https://startup.orange.com/> website (hereinafter the "**Site**") in accordance with the instructions laid down in these rules (hereinafter the "**Rules**" or "**Regulation(s)**").

Article 2. Competition conduct

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 organises a national jury that nominates the three (3) national winners.

International competition:

These three (3) national winners will participate automatically, without the need to resubmit their Project, in the Grand Prix (Orange Middle East and Africa Competition) and the grand jury has the final decision on the 3 prizewinners for the Orange Social Venture Prize Africa & Middle East.

Failure to comply with the conditions of participation set out in these rules (hereinafter "the Rules") will invalidate the participation.

Article 3. Duration

The Competition will be held between 9 March 2020 (09:00am GMT) and 05 June 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 affiliate country participating in the competition locally 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 (individuals) aged over 21 years at the date of the initiation of the Competition mentioned in article 3 of the Regulations and to legal persons (individuals or private organisations) able to prove that they have run their business activity for less than three (3) years on the day the Competition is initiated, with access to the internet and an email address (hereinafter the "**Participant**"/the "**Participants**").

Excluded from the Competition participation are:

- Individuals of less than 21 years at the date of the launch of the Competition;
- Individuals or organisations who have run their business activity for over three years on the day on which the Competition is initiated;

- Individuals having conceded rights to their Project;
- Individuals having collaborated directly in the organisation of the Competition (such as personnel of the Orange Group belonging to the MEA CSR and Partnerships departments, members of the subsidiaries in Africa and the Middle East participating in the organisation of the Prize and Innovacom personnel);
- Representatives of the national juries as well as the jury members of the international Grand Prix and their families;
- Individuals without a 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 Regulations, the Participant authorises the Organising Company to make all the necessary verifications concerning their identity, personal details, registration or date of birth. Any erroneous, incomplete or fraudulent indications will cancel the Participation.

Article 5. Participation conditions

The Competition is accessible only via the following website: <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, Egypt, Guinea Conakry, Guinea Bissau, Côte d'Ivoire, Jordan, Madagascar, Mali, Morocco, Niger, Liberia, the Central African Republic, the Democratic Republic of the Congo, 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

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 online 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 necessary to complete the Project File are as follows:**
 1. Summary presentation of the Project: between 1000 and 2000 characters.
 2. Market analysis.
 3. Identification of the market opportunity.
 4. Presentation of the product/service proposed.
 5. Information about the management team.
 6. Financial forecasts for three (3) years.
 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 device with internet access via <https://startup.orange.com/> and in the section "OSVP" of the Site, using

the entry form proposed.

Should an organisation apply, only the legal representative of an organisation is authorised to enter the application into 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 the File describing the Project.

The Participant undertakes to fill in all the mandatory fields of the entry form accurately, 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 Regulations in their entirety, the ethical rules in force on the internet and the laws and regulations applicable to 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”).

Once the Candidature File has been submitted and validated by the Participant, he/she will not be able to modify the submitted file; however it is possible to complete a new Candidature File. The File submitted closest to the closing date will be validated by the Organising Company. The Participant will have the possibility to delete the Candidature File by contacting the Organising Company via the “Contact us” form within the “OSVP” section of <https://startup.orange.com/>

5.3 Stages of participation in the Competition:

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

- Participants will be able to submit their Candidature File via <https://startup.orange.com/>.
- Participants must also fill in the entry form presented online as part of the Candidature File submission procedure.
- 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 from the same Site.

2. From 10 June 2020 until September 2020

- Each Orange affiliate listed above, or its designated partner, will examine the different Projects submitted and will pre-select certain Projects. The preselected Projects will eventually be interviewed, as applicable (face-to-face, by telephone or videoconference) or will be asked to pitch their Project physically in front of Orange partners, members of the jury or Orange evaluation representatives to explain parts of their application in more detail.
- 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 to November 2020

- The Organising Company will examine the Projects of all 3 winners from each of the countries and will preselect Projects for a possible interview (face-to-face, by phone, or videoconference) with an Orange partner or Orange corporate members to explain parts of their application in more detail.
- Decision of the grand jury: during October 2020, the members of the grand jury will meet and elect the 3 grand prizewinners.

4. **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 as follows:

- 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's prize: the payment of an amount of €20,000 (twenty thousand euros).
- One special 10th-year prize: the payment of an amount of €10,000 (ten thousand euros).

Furthermore, support 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 benefit from advice given by business and finance professionals. 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 Orange affiliate may choose to offer an additional or specific award or support to the winners, which will be defined within the OSVP section of <https://startup.orange.com/>.

If the prize is awarded to an organisation, it will be given to the legal representative of the organisation.

The award will be transferred to a local bank account of the individual or organisation through the (IBAN) listed during the application process.

The awards offered 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 decline the award, it will be held by the Organising Company and may be used in a future operation at no liability to the Organiser.

In addition, within the framework of this Competition, Orange MEA reserves the right to award special prizes in addition to the prizes mentioned above. If this is the case, these prizes will also be awarded during the organised award ceremonies.

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:

1. The social and/or environmental impact (number of jobs created, effects on health, education, agriculture, energy, finance, employability impact and/or autonomy of beneficiaries).
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 Project feasibility as a whole (test phase and envisaged operational phase).

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, ICT and entrepreneurship professionals, who are responsible for selecting the three (3) winners.

The three (3) national winners will be 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 organised by Orange 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 during an event organised in November 2020 and will be published online on <https://startup.orange.com/>.

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

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

The decisions of the Organising Company are irrevocable and cannot be called into question. 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 email sent to their personal email 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 award process will start following this confirmation. The awards attributed are personal and may not be transferred or exchanged, even partially, in any form whatsoever.

If after 60 (sixty) days following the announcement of the award, the winner has not come forward or replied to emails, 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 the other Participants, under the same conditions as described above; Orange MEA may not be considered liable under such circumstances.

Orange MEA shall not be held responsible for delay, loss or damage that might occur after awards have been received by the winners.

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

Article 8. Advertising

By participating in the Competition, winners agree that Orange MEA and its subsidiaries may, within the limits of the award won and framework of the Competition, use their information for advertising or promotional purposes regardless of the medium and on all media, including but not limited to: last names, first names, name of the company / Project and website, email address and subject of the Project, as well as photos, videos and images.

Article 9. Intellectual property

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

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

Participants' personal data is processed by Orange MEA and its affiliates in the countries concerned by this Competition in their capacity as data controller. The department is responsible for the organisation of the Competition.

Participants are informed that the personal data processed in the context of this Competition is 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 start-ups and Projects with high potential. These entities will be able to contact the relevant Participants or send them useful information.

For national prizes, data will be processed by authorised Orange teams in the country where the Participant submitted their Candidature File and, for the international Grand Prix, by the teams authorised in France.

11.1. Object of treatment (purpose and legal basis)

Personal data is collected when Participants fill out the Competition Candidature File and submit their application. We use this personal data to manage the participation in the Competition (receipt and analysis of the Candidature File, communication between Orange and Participants ...).

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

Your personal data is processed 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 conducted.

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 email, postal address, town, country and phone number.

11.3. Recipients of data

The recipients of your personal data are:

- Orange MEA and the departments in charge of organising the Competition at international level, located in France;

- The Orange entity of the country where you are located as well as the departments in charge of organising the Competition at the local level; and
- Designated partners for the Competition.

11.4. Data retention period

- **Participants:** Regarding Participants' data, it will be kept for the duration of the Competition.
- **The winners:** as regards the personal data of the winners, it will be kept for a duration not exceeding the time necessary for the delivery of the prize.

11.5. Your rights:

You can access to your personal data or request its 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 Group Data Protection Officer at the following address:

Orange SA

À l'attention du Délégué à la Protection des Données (DPO)

78 rue Olivier de Serres

75505 Paris Cedex 15

You can also write to your local point of contact.

Article 12. Guarantees

Participants undertake that the Projects submitted in the Competition in no way infringe rights held by third parties, irrespective of the legal basis thereof. As such, Participants guarantee Orange MEA and its subsidiaries against any recourse, action or claim that any third party may form, in any capacity, under all the guarantees and commitments made.

Article 13. Agreement to the Regulations

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

Participants shall indicate their acceptance of these Regulations and of the transfer of rights resulting from them 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 performance is 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 the <https://startup.orange.com/> site including the ban on creating a false identity or usurping that of a third party and the provisions of the Regulations.

Participants must comply with all the rules listed on the Site and the provisions of the Regulations. 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 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 that infringe 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. Limit of liability for the Organising Company

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 Regulations, 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 email addresses or addresses borrowed from one or more third persons; all Participants must enter and participate in the Competition with a single pseudonym and email address
- The fact of using multiple email 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, in the case of a 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 Regulations 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 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 the Organising Company'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, the Organising Company may, in particular for the purpose of proving any action, event or omission, avail itself of computer 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 the Organising Company, including in the information systems.

Participants undertake not to contest the receivable nature, 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 Regulations are exclusively governed by the law in France.

Any question of application or interpretation of the Regulations or any unexpected question which may be raised shall be decided upon, depending on the nature of the question, solely by the Organising Company, 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 the Regulations into a different language shall be made for information only; only the French version of the Regulations shall be binding.

Article 19. Filing and consultation of the Rules

The rules have been posted on the Competition website at <https://startup.orange.com/>

They can be viewed online and printed.

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