



CONTEST RULES

"Orange Social Venture Prize"

Africa/ Middle-East

Article 1. Organiser and purpose of the Competition

The **Orange SA** company, a *société anonyme* (public limited company) with registered capital of € 10,595,541,532, 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 380.129.866 (hereinafter referred to as "**Orange**" or "**the Organising Company**"), is organising a competition entitled Orange Social Venture Prize" (hereinafter the "**Competition**").

The Competition is accessible exclusively via the Internet.

Orange wishes to act proactively by supporting social business initiatives associating New Information and Communications Technologies in Africa and the Middle East. As such, Orange 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 <http://www.entrepreneurclub.orange.com/eng> website (hereinafter **the "Site"**) their projects (hereinafter the "**Project**") in accordance with the instructions laid down in this Regulation. The Participants submit their project in one eligible country, the national jury select the three (3) winners per country and automatically (without having to submit again their project) those three (3) winners will compete for the international Grand Prix (Competition organised by Orange SA

at the regional level Africa/ Middle-East) and the international jury select the 3 winners of the international Grand Prix of the Orange Social Venture Prize, Africa/ Middle East. One and only one application is thus requested.

Non-compliance with the conditions of participation detailed in these regulations (hereinafter "**the Regulations**") will nullify the entry.

Article 2. Duration

The Competition will be held between February 28th 2017 (09:00am GMT) and June 6th 2017 (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 <http://www.entrepreneurclub.orange.com/eng> website.

Each Orange 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 <http://www.entrepreneurclub.orange.com/eng> 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 3. 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 2 of the Regulations 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"**).

Proofs of identity must be enclosed with the application file.

Excluded from the Competition participation are:

- Natural persons of less than 21 years;
- 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 Regulations, 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 4. Participation conditions

The Competition is accessible only via the Internet.

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, Cameroon, Ivory Coast, Egypt, Guinea Bissau, Guinea Conakry, Madagascar, Mali, Morocco, Niger, Liberia, the Central African Republic, the Democratic Republic of the Congo, Senegal, Tunisia, Jordan, Liberia and Burkina-Faso.

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

4.1 Composition of the entry file

Candidates must fill in and send, via the Site, the following two documents within the deadlines stipulated. These two documents will be the only documents consulted by the jury during the pre-selection phase and must be written in English or French.

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

This entry file relating to the Project is referred to below as the 'File'.

4.2 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 www.entrepreneurclub.orange.com/eng and in the section "Orange Social Venture Prize" 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 Regulations in their entirety, the ethical rules in force on the Internet and the laws and regulations applicable to gaming competitions in force in France.

From the time the File is submitted and the entry form validated by the Participant, the latter will no longer be able, by any means, to modify the File submitted on the site or to withdraw it.

4.3 Stages of participation in the Competition:

1. From February 28th 2017 at 09:00am GMT to June 6th 2017 at 9:00pm GMT:
 - The Participants will submit the File on the <http://www.entrepreneurclub.orange.com/eng> site
 - 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 7th 2017 00:00am GMT to September 12th 2017 at 00:00am GMT:

- Each participating Orange affiliate listed above, or its designated partner, will examine the different projects submitted and will pre-select Projects (as defined in the Article 6, “the Pre-selection”). 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 2017.

3. From September 13th 2017 to November 2017

- 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 2017 to choose the three (3) international prize-winners.
- November, 8th 2017 the Organising Company will publicly announce the three (3) winning international Grand-Prix Projects and give the prize at the AfricaCom Awards ceremony to the three (3) invited Grand Prix winners.

Article 5. 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).

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 young company creation and financing professionals. This accompaniment will be proposed to the 3 international Grand-Prix winners during the six (6) months following attribution of the awards.

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 www.entrepreneurclub.orange.com.

If the award is attributed to a team it will be awarded to the Project team leader who filled in the entry form.

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.

Article 6. Conditions for attributing awards.

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

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.)

At each country level as well as at the international Grand-Prix level, pre-selected Projects and the online "Favourite Entrepreneur Club project" –from online voting - 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 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 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 Awards ceremony , November 8th 2017 and will be published online on the <http://www.entrepreneurclub.orange.com/eng> site.

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.

The Organising Company 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 the Organising Company 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 awards will be sent to them following this confirmation. The awards will be sent to the winners within thirty (30) days of the confirmation of their postal addresses and of the bank details of their company if this has already been created.

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 the Organising Company. A substitute winner may thus be nominated by the Organising Company from all the other losing Participants, under the same conditions as described above; the Organising Company may not be considered liable under such circumstances.

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

The awards offered contain only what is indicated, to the exclusion of anything else. They may give rise, on the part of the winner, to no complain of any sort, nor to their replacement or exchange for any reason whatsoever.

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

Article 7. Advertising

The Organising Company reserves the possibility to organise any promotional operation and advertising/promotional event related to this Competition. If this should be the case, it will request the winners' authorisation so that it may reproduce and use the surnames, first names and addresses and subject of the Project in such operations without this usage giving rise to any counterparty except for the award won.

Article 8. 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.

The Organising Company may be called upon to request the express authorisation of the winners to communicate in a detailed way on the Project.

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 8 bis. 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 9. 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.

Article 10. Agreement to the Regulations

Participation in the Competition equates to the unreserved agreement by the 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.

The Participants shall indicate their acceptance of these Regulations 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 11. Responsibility of Participants

Participants must comply with the rules listed on the <http://www.entrepreneurclub.orange.com/eng> site including the ban on creating a false identity or usurping that of a third party and the provisions of the Regulations.

The 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 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 12. Limitation on the Organising Company's liability

As mentioned in Article 10, 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 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 13. 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 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 the Participants.

Article 14. 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 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.

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 the Organising Company 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 15. Personal data

The Participants are informed that the mandatory personal data concerning them recorded within the framework of this Competition are necessary for their participation in the Competition to be taken into account and will be used, where applicable, only for the attribution of the awards.

Participants took note that these 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 candidates concerned or send them useful information.

The nominative data gathered within the framework of this competition are processed in compliance with the French Data Protection Act ("Loi Informatique et Libertés") of January 6th 1978 amended according to French law. All the Participants in the Competition have, in application of this law, a right of access or rectification or deletion of the data concerning them. Any request for access, rectification or deletion must be sent to entrepreneurclub@starafriicateam.com.

Article 16. Applicable law and interpretation

The Regulations are exclusively governed by French law.

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 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 the Regulations into a different language shall be made for information only; only the French version of the Regulations shall be binding.

Article 17. Depositing and consultation of the Regulations

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

It is possible to consult it and print it out.