

RULES PITCH YOUR PROJECT

Airbus DS Geo SA, a *société anonyme* with share capital of 18.022.949 Euros, registered in the trade and companies' register of Toulouse under number 325 089 589 and having its registered office at 5 rue des Satellites, 31400 Toulouse, France, duly represented by Mr Eric Perez, acting in his capacity as Managing Director, who has been duly empowered for this purpose (hereinafter referred to as the "**Organizer**"), has decided to organize a as set out below; the Challenge shall take place from 02 April 2019 to 30 April via the website available at <https://www.intelligence-airbusds.com/en/8887-pitch-your-project-and-win-a-living-library-subscription>

Article 1 DEFINITIONS

"Living Library Standard Subscription": refers to the Living Library Standard subscription of 4GB Living Library Standard subscribed to the winner after selection of winners.

"Challenge": refers to the "Pitch Your Project" challenge that is the subject of the Rules, as organized by the Organizer.

"Confidential Information": refers to the information set out in the Article 14.

"Deliverable": refers to the deliverable the participant may submit to support their application template.

"Participant": refers to any participant which fulfil the criteria indicated in Article 3, which is registered in accordance with the Rules and which takes part in the Challenge.

"Project": refers to the project pitch of the Participant and all of its Deliverables.

"Registration": refers to the registration of a Challenge Participant in accordance with the Rules.

"Rules": refers to the present rules, which apply to the Challenge.

"Selection Deliverable": refers to the Deliverable described in the Rules, which is submitted by the Participant during the Selection period.

"Selection Jury": refers to the Organizer composed of ten (10) members, all of them being responsible for Ranking the Project during the Living Library Standard Subscription process.

"Winner" refers to the Participant that are ranked by the Selection Jury as winning team.

Article 2 PURPOSE OF THE RULES

2.1. Rules are intended to define, according to article L. 121-20 of the French *Code de la Consommation*, terms and conditions of participation in the Challenge organized by the Organizer.

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2.2. The Participant acknowledges being aware of, and agrees to the fact that the proposed Challenge calls on wisdom, skill, innovation and ingenuity. The Challenge shall not depend, even partially, on chance and luck under any circumstances, and can therefore not be considered as, or resemble a lottery.

Article 3 CONDITIONS FOR ENTERING THE CHALLENGE

3.1. Participation in this Challenge is free and without purchase obligation.

3.2. The Participant must read these Rules, and fully accept their terms in their entirety without reservation before its Registration and Participation in the Challenge.

3.3. Participation to the Challenge is under the conditions of:

- Being registered on the trade register of the country in which their headquarters are based
- Being able to justify a valid professional insurance policy (except for the early stage entrepreneur)
- Being able to supply a registration certificate (except for the early stage entrepreneur)
- Certifying that they comply with the social and tax legislation to which they are subject

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

3.5. The Participant shall certify to abide by the terms aforementioned. The delivery of the Living Library Standard Subscription will be conditional upon the capacity of the Participant to justify the conditions aforementioned.

3.6. Any Participant which doesn't abide by the terms of the Rules during its Registration and at any time during the Challenge will be automatically and without previous notification, disqualified from the Challenge and shall not be awarded any Living Library Standard Subscription. In the case where a Living Library Standard Subscription would have been given to a Participant which does not or did not comply with the Rules at the time of its Registration or during the Challenge, the Organizer have the discretionary right to terminate the Living Library Standard Subscription received and/or demand the reimbursement of all or part of the Living Library Standard Subscription which would have already been consumed.

Article 4 REGISTRATION AND ACCESS TO THE CHALLENGE

4.1. For its Registration to the Challenge, the Participant must send their Deliverable on the following email address: <https://www.intelligence-airbusds.com/en/8887-pitch-your-project-and-win-a-living-library-subscription> and must indicate the following:

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- Last name;
- First name;
- A valid email address

The Organizer will give a free trial access to the Participant on the website if required. The Participant shall accept the free trial license before accessing the website. The Participant must provide the information listed below:

- Organisations registered name;
- Organisations logo (if applicable)
- Elevator pitch (template provided)
- City;
- Phone number;
- Industry;
- Organisations website;

For each member of its team:

- Town;
- Nationality;
- Phone number;
- Skills
- Current company name.

To complete the Registration in the Challenge, the Participant must opt-in on the box indicating that it accepts the Rules.

4.2. Any Registration containing wrong, dubious, or incomplete information shall not be taken into account and shall disqualify the Participant and/or the Participant's team.

4.3. By registering, the Participant accepts to be contacted through emails sent by Organizer during its participation in the Challenge. The Participant also accepts to be contacted by phone, if it is part of the Winner(s).

4.4. The Challenge is available twenty-four (24) hours a day on the <http://oneatlas.airbus.com> subject to possible maintenance operations on servers or dysfunctions such as those mentioned on the Article 13.

Article 5 DURATION OF THE CHALLENGE

5.1. The Challenge shall take place from 02/04/2019 and will terminate on 30/04/2019 11:59PM.

The study of the Selection Deliverables sent by the Participants shall take place from 02/04/2019 until 13/05/2019 11:59PM.

5.2. Every date clearly defined in these Rules and the Challenge is in the Paris time zone (GMT +1).

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5.3. Where necessary due to operational requirements, the Organizer reserve the right to alter the duration of the Challenge by a reasonable amount of time, which will be conveyed to Participants.

Article 6 PRINCIPLE OF THE CHALLENGE

6.1. The Challenge consists of making contributions formed by Deliverable which are in accordance with the requirements listed in Article 7.

6.2. The Deliverable must absolutely respond to the Challenge issue and rules described on the Challenge page on the website: <https://www.intelligence-airbusds.com/en/8887-pitch-your-project-and-win-a-living-library-subscription>

Those Deliverables must be written in English or in French; no other language will be accepted.

The Organizer will not accept and will not take into account any other documents submitted by the Participants, except for the Deliverable template and any associated files supplied at time of Registration.

Article 7 SELECTION STAGE PROCEDURE

7.1. From 02/04/2019 until 30/04/2019 11:59PM, the Participants will have to send by uploading on the platform, their Selection Deliverable, which is composed of their Project pitch based on the deliverable template provided by the Organizer once registered and any associated files (videos, photo's etc)

7.2 The Selection is scheduled from 01/05/2019 until 13/05/2019 11:59PM.

7.3. The selection of the Project pitches will be realized on the basis of this Selection Deliverable and any associated files, in accordance with Article 9.

Article 8 CHARACTERISTIC FEATURES OF THE DELIVERABLES

Those Deliverables must absolutely respond to the Challenge issue and rules described on the Challenge page on <https://www.intelligence-airbusds.com/en/8887-pitch-your-project-and-win-a-living-library-subscription>

8.1. Deliverables must be sent in PPT format and be written in English or French.

8.2. In case of difficulties or failures to read the Deliverable, Participants of the concerned Project will be notified and have the responsibility to re-submit it before the Deliverable deposit end date of the current step. If the delay is passed, the Project pitch in question will be disqualified from the Challenge.

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8.3. Participants undertake that the Deliverables are exclusively made by them. Should a third party were to contribute to a Project pitch, it will lead to the disqualification of the Participant.

Article 9 SELECTION PROCESS

9.1. The Challenge comprises one (1) selection process.

9.2. The selection steps are based on the criteria of:

- Relevance;
- Originality;
- Feasibility;
- Quality of the Presentation;
- Innovation.

Should the criteria evolve in the weeks following the launch of the Challenge, the Organizer will have to inform the Participants via email.

Under no circumstances are taken into account factors relating to the person's appearance, religious or trade union, political opinions or sexual orientation of the participants. The selections will not result in any way, whether directly or indirectly, by chance or luck.

9.3. The minimum Selection Jury is comprised of representatives from the Organizer.

The Selection Jury has the necessary qualifications to make the Selection and will be responsible for selecting the winning Project on the basis of the Selection Deliverable submitted by each Participant.

9.4. The Selection Jury keeps the right to organize interview sessions with the Participants.

9.5. Five (5) Deliverables will be Selected by the Selection Jury.

9.6. The Organizer will, via an email sent to the address entered at the time of account creation inform all Participants of the Selection results by 15/05/2019 at the latest. The Organizer will be free to alter the dates on which results are released should this become necessary due to the number of Projects to be assessed.

9.7. The selected Project pitch will be used to create a case study, demonstrating how to use streamed data. The Organizer reserves the right to ask to the Participant to provide feedback about the Living Library.

Article 10 LIVING LIBRARY STANDARD SUBSCRIPTION

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10.1. Living Library standard subscription referred to in this Article is awarded in consideration of:

- The delivery of Deliverables which quality has been recognized by the Selection Jury;
- Acceptance and respect of Article 11 on Intellectual Property for the Winner;
- Acceptance and respect for the Winner of Article 12 on use of Winner information.

No Living Library Standard Subscription can be delivered to the Winners if they do not meet these three (3) conditions, as well as entirely comply with these Rules.

10.2. Any award of an Living Library Standard Subscription at the end of the Challenge is subject to, and is performed only when subjected to:

- The full respect of the Rules set out for the Challenge;
- The presentation by the Winners of documents justifying that it respects the conditions of Article 3.

10.3. Only the Winners of the Project pitch that are selected and then ranked by the Selection Jury will receive a Living Library Standard Subscription.

10.4. Every Participant recognizes and accepts that the Living Library Standard Subscription cannot give rise to a claim of any kind, are non-refundable, non- exchangeable and non-redeemable for cash or for another Living Library Standard Subscription. The Living Library Standard Subscription is not transferable and the Participants are informed that the sale or the exchange of the Living Library Standard Subscription is forbidden.

10.5. Every Participant recognizes and accepts that the Organizer is only committed to the delivery of the Living Library Standard Subscription to the Winner. As a consequence, all the extra costs related to this Living Library Standard Subscription or the overheads linked to the use of this Living Library Standard Subscription shall be borne by the Winner, unless otherwise specified in the Rules. Neither coverage nor refund will be owed as such.

10.6. Winners will be informed by email of their Living Library Standard Subscription account opening sent by the Organizer to the address communicated for their registration within fifteen (15) days maximum following the communication of the final Ranking by the Organizer in the conditions of the article 9.4 of these Rules. The Participant commits itself to respect directives indicated in the email. In the case where a Winner did not succeed to have its Living Library Standard Subscription account opened for independent reason from the Organizer, within two (2) months from the sending of said email, the Organizer will have the right to cancel this Living Library Standard Subscription

Article 11 INTELLECTUAL PROPERTY

“Intellectual Property Right” means any patent, utility certificate, drawing, model, copyright, brand, database producer right, know-how and any other intellectual or industrial property right whatsoever.

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“Existing Right” means any Intellectual Property Right held by one of the Parties before the start date of the Challenge.

“Own Right” means any Intellectual Property Right developed or acquired by a Party after the start date of the Challenge without the practical assistance of another Party, whether or not as part of the Challenge.

“Party” means for the purpose of this Article 11 a Participant or the Organizer

“Result” means any work (including source and object code software), design, invention, specification, information, knowledge, process or product, as well as any resulting process likely or otherwise to be considered as an Intellectual Property Right developed by several Parties as part of the Challenge.

11.1. The Existing Right and Own Right remain the exclusive property of the Party which owns it. A Party shall decide to protect and bear the costs of protection of its Intellectual Property Rights. Unless otherwise agreed by the Participant and Organizer, the Organizer shall not gain ownership of the Results.

11.2. Participants expressly undertake not to misuse any legally recognised rights they may hold and any such misuse will entitle the Organizer to disqualify the Participant concerned. Participants undertake to act in a way intended to also meet the Organizer’ requirements.

11.3. Participants warrant legitimate use of the documents, submissions, Deliverables and Intellectual Property Rights and shall defend and hold harmless any Party against any interference, claim over possession or any other dispute throughout the duration of the Challenge and while Intellectual Property Rights are in force.

11.4. In this regard, Participants warrant the Organizer that none of the documents, submissions and Deliverables, tools and other creations provided or used by Participants in respect of the Challenge constitutes an infringement of any component, work or creation belonging to a third party, or is the result of unfair competition, parasitic competition (passing off) or any other infringement of third party rights. Participants shall defend and hold the Organizer harmless from any third party action in this respect, on any grounds whatsoever, including relating to the use of their image or any creation or any other protected element.

11.5. In respect of this undertaking, Participants shall bear the costs and pay any compensation or other sums in lieu of the Organizer (i) when the Organizer is ordered to pay compensation by a legal ruling, or (ii) when the Organizer has reached agreement with a third party over a dispute. This obligation remains in force after the end of the Challenge for the lifetime of the rights granted to the Organizer in respect hereof.

11.6. Deliverables and videos must have been produced by the Participants. All Participants shall be liable for their compliance with the applicable legislation, including regarding copyright and legislation on privacy and personal image protection (France’s law of 17 July 1970).

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11.7. All Participants undertake to obtain all necessary permission from persons having participated in any way whatsoever in production of the Deliverables and likely to hold any rights whatsoever over the Deliverables.

11.8. The Organizer cannot be held liable for any infringement of the above provisions by Participants.

11.9. By uploading Deliverables into the site, Participants undertake to comply with statutory and regulatory provisions in force. They are consequently responsible for ensuring that the storage on, and distribution of Deliverables through, the Living Library Subscription Challenge website does not constitute:

- an infringement of third party Intellectual Property Rights (including video clips, TV Challenges, short, medium or full-length films, animated or otherwise, and advertising that the Participants have not produced personally or for which they do not hold the necessary permission from third party rights holders);
- an infringement of personality rights (including use of image or name, defamation, insults and abuse, the right to privacy, etc.);
- an infringement of accepted standards of behaviour or public order (including condoning crimes against humanity, inciting racial hatred, child pornography, etc.). Without prejudice to other rights held by the Organizer, a breach in the foregoing will result in the Deliverables being withdrawn and the Participant' account being closed without prior notice. Furthermore, Participants are personally liable for any criminal offences specific to contentious content (prison sentences and fines) besides their liability for any compensation.

Article 12 COMMUNICATION

Participants authorise the Organizer and the Selection Jury to reproduce their trademark free of charge on communication materials about the Challenge including but not limited to the Organizer's and/or members of the Selection Jury's intranet and external websites, email signatures/newsletters, press releases, posters/banners at trade fairs, Facebook pages and on Twitter.

Participants also authorise the Organizer and the Selection Jury to display their registered name and trading names in the same ways, together with their logo as displayed in their applications.

This permission is strictly limited to the same purposes as those stipulated in Article 11 and the Organizer undertakes to cease use of trademarks once the circumstances relating to those purposes come to an end, unless the Participant expressly agrees otherwise in writing in advance.

The permission herein comes into force commencing on the Challenge start date for the duration required stipulated in the abovementioned purposes.

Article 13 LIABILITY

13.1. The Organizer cannot, in any case, be held liable for any damage caused by the defect or the delay of delivery of the Deliverables, especially for the refusal to consider these Deliverables because of a late submission, or for any damage caused by an impossibility to connect to the relevant websites or to upload/download correctly any Deliverable, the defect or the delivery time of any e-mail sent during the Challenge or for any damage preventing the Participant to attend or participate to whole or part of the Challenge.

13.2. The Organizer cannot be held liable in case of total or partial modification, suspension, interruption, adjournment or cancellation of whole or part of the Challenge for reasons beyond their control or as defined in Article 17. In such case, the Organizer will inform as soon as possible the Participants by a statement on <https://www.intelligence-airbusds.com/en/8887-pitch-your-project-and-win-a-living-library-subscription> or by any mean it sees fit.

13.3. The Organizer cannot be held liable for the consequences of a disqualification of a Participant, and/or a team, due to a violation of the Rules, and/or in case of rejection of a Deliverable due to non-compliance with the Rules.

13.4. The Organizer shall not be liable for any trouble, action, claim, objection, claim related to the use of the Deliverables of the Organizer not foreseen by the Rules.

Article 14 CONFIDENTIAL INFORMATION

14.1. "Confidential Information" shall mean any information whatever its object (administrative, commercial, scientific, technical, financial, industrial, business...), its nature (including but not limited to know-how, methods, technical breakdowns, process, formulae, designs, computer software, future development and business) which was, is or will be communicated by the Organizer to the Participant, whether in oral, written, graphic, electronic or other machine readable form, or copies thereof.

14.2. The protection of Confidential Information does not and shall not extend to any information which, as evidenced by the Participant:

- i. is in the public domain at the time of the disclosure, or subsequently made available to the general public, otherwise than through the fault and/or negligence or breach of this Rules by the Participant; or
- ii. was lawfully obtained by the Participant from a third party with full rights of disclosure; or
- iii. is independently and in good faith developed by the Participant as evidenced by the Participant's written records without making use of the Confidential Information; or
- iv. is disclosed or used with the prior written approval of the Organizer.

14.3. During the duration of the Challenge and during a period of five (5) years from the end of the Challenge such as planned in Article 5, the Participant shall:

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- Not use the Confidential Information for any other purpose than the participation in the Challenge in accordance with the Rules;
- Take any necessary, useful and reasonable precaution to protect the Confidential Information;
- Not Reveal the Confidential Information to any third party, except to the other members of its team and Selection Jury

14.4. The Organizer may divulgate Participant' information wholly or in part to their respective parent company or subsidiaries in the meaning of Article L.233-1 of the French *Code de commerce* or to a service provider acting on its behalf or that of its subsidiaries.

14.5. At the end of the Challenge pursuant to Article 3.6, Article 5, Article 17 or resulting from the non-selection of the Participant for the next step of the Challenge, the Participant shall immediately return to the Organizer or destroy all the Confidential Information received, at the Organizer's option, and shall not keep any copy, except with the written and specific agreement of the Organizer.

Article 15 PERSONAL DATA PROTECTION

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

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

15.3. The Organizer is committed to protecting the rights of individuals in line with the General Data Protection Regulation (reference EU2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data as well as each applicable national Personal Data protection laws and regulations. The addressees of this data are the Organizer.

Article 16 RULES

16.1. The participation in the Challenge and the awarding of Library Standard Subscription require full acceptance without reservation and strict abidance by the Rules. The Organizer reserves the right to disqualify immediately and without compensation any Participant and/or Project not complying with the Rules.

16.2. The Organizer may modify at any time the Rules, including during the Challenge, without notification to the Participant. The Participant shall consult regularly the Rules online on <https://www.intelligence-airbusds.com/en/8887-pitch-your-project-and-win-a-living-library-subscription>

16.3. The Rules are registered via www.reglement.net, with SELARL 812 - HUISSIERS, huissiers de justice associés, 88 boulevard de la Reine, 78000 Versailles.

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Rules are available for consultation online on <https://www.intelligence-airbusds.com/en/8887-pitch-your-project-and-win-a-living-library-subscription>

Article 17 CANCELLATION AND SUSPENSION OF THE CHALLENGE

17.1. The Organizer reserve the right to cancel, shorten and/or suspend the Challenge without prior notice:

- In cases of force majeure, as defined by the French courts;
- If it appears that fraud has occurred in any form whatsoever;
- In the case of the Article 9.

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

Article 18 INDEPENDENCE

18.1. The Registration and the participation in the Challenge shall not create a link of subordination between the Organizer and the Participant.

Article 19 CLAIMS

19.1. Any claim of the Participant must be sent in writing within thirty (30) days after of the end of the Challenge.

19.2. Claims linked to the progress of the Challenge and to the sending of the Living Library Standard Subscription must be made in writing at the following address:

Airbus DS Geo SA
5 rue des Satellites
31400 Toulouse

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

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

Article 20 DISPUTE

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20.1. In case of persistent dispute after the Participant has made a complaint in accordance of Article 19, the Organizer and the Participant agree to submit their dispute to an amicable settlement before any court proceedings.

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

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

Article 21 APPLICABLE LAW

The Rules shall be construed and governed in accordance with French Law, excluding its conflict of laws rules.

In case of disagreement on the application or interpretation of the Rules, and the absence of agreement, any dispute will be submitted to the *Tribunal de commerce* of Paris.