

## **RULES OF THE CHALLENGE “ AFD Digital Challenge - Innovation for Women in Africa”**

### **ARTICLE 1 - DEFINITIONS**

**Intellectual Property Rights:** refer to any patents, utility certificates, drawings, models, copyright, brands, database producer rights and any other intellectual or industrial property rights whatsoever, as well as applications for patents or other rights. Existing Rights refer to any Intellectual Property Rights and the know---how held by one of the Participants before the starting date of the Challenge.

**Existing Rights:** refer to any Intellectual Property Rights and know-how held by one of the Participants before the starting date of the Challenge.

**Own Rights:** refer to any Intellectual Property Rights or know---how developed or acquired by a Participant after the starting date of the Challenge without the practical assistance of another Party, whether or not as part of the Challenge.

**Selection Panel:** refers to the panel of adjudicators, made up of AFD employees, as well as a selection of stakeholders recognised for their actions in the fields of entrepreneurship and women inclusion in Africa and representative of a diversity of established organisations (governmental institutions, corporate entities, professional associations, academia, enterprise development programs, civil society).

**Deliverables :** refer to Participants' content, which must be submitted to AFD in compliance with Regulatory schedules.

**Organiser, Agence Française de Développement ( AFD ):** refer to the company AFD, public institution registered on the Trade and Companies Register of Paris under number B 775 665 599 the headquarters is located at 5, rue Roland Barthes 75012 Paris, which defined the Challenge's use case and commissioned the Service Provider to organise and coordinate the Challenge.

**Participant(s):** refers to the companies taking part in the Challenge.

**Service Provider or INCO.org :** refers to the association INCO.org, a French “Association de la loi de 1901”, with its headquarters located at 3 Boulevard Saint-Martin, SIRET registration number 822 879 904. It is represented by Nicolas Hazard, President, in charge of the challenge’s organisation, communication campaign and candidates’ sourcing and selection.

**Challenge:** refers to the « AFD Digital Challenge ».

**Regulations or Rules:** refers to the present document.

**Results:** refer to any work (including source and object code software), designs, inventions, specifications, information, knowledge, processes or products, as well as any resulting

processes likely or otherwise to be protected by Intellectual Property Rights or classed as know-how developed by one or several Participants as part of the Challenge.

## **ARTICLE 2 – PURPOSE OF THE RULES**

The purpose of these rules is to set out the terms and conditions to participate in the Challenge.

Participants acknowledge they have been informed that the proposed Challenge makes use of their knowledge, skills and ingeniousness to resolve genuinely demanding problems, and the Participants accept this. In no way does the Challenge depend, even partly, on chance or luck, and it cannot therefore be viewed as or compared to a lottery as set forth under the French law of 21 May 1936 prohibiting lotteries.

## **ARTICLE 3 – DESCRIPTION OF THE CHALLENGE**

**The Challenge « AFD Digital Challenge » rewards entrepreneurial projects leveraging digital innovation while playing an active role in the economic, social, cultural and/or political inclusion of women.**

The Challenge is divided into 3 categories:

**3.1. AFD Digital Challenge Initiative** will reward two (2) startups going through the induction phase and demonstrating an outstanding ability to innovate. The induction phase is defined as the phase where the company is developing a prototype or is introducing its product/service to the market.

**3.2. AFD Digital Challenge Success** will reward two (2) startups going through the expansion phase and demonstrating an outstanding ability to scale up and develop. The expansion phase is defined as the phase where the company is well established in its market segment, covers part of or all its costs through revenue generation (approaching break-even), and claims a loyal and identifiable client base.

**3.3. AFD Digital Challenge – Jury’s Award** will reward one (1) startup demonstrating outstanding originality and uniqueness in its approach to the challenge of women inclusion, regardless of its level of maturity.

## **ARTICLE 4 – TERMS AND CONDITIONS OF THE CHALLENGE**

**4.1. Demonstrate the existence of a legal structure:** the Challenge is opened to any structure established in one or several countries on the African continent, and to any structure non-registered in an African country but having a demonstrated activity and presence on the African continent. Participants will have to deliver a certificate of registration dated less than three (3) months before the date of submission of their application, and certify that they are in compliance with the social and fiscal legislation which he is subject to. If applicable, all the Participant’s shareholders will have to be clearly identified thanks to the signature by the Participant of a schema of its ownership structure.

**4.2. Tackle the issue of women's inclusion and gender inequalities, whether economic, social, cultural or political.** Eligible projects are entrepreneurial projects, managed by women and/or men, having a positive impact on the economic, social, cultural and/or political inclusion of women or the reduction of gender inequalities in these sectors (for instance, entrepreneurial projects facilitating the professional integration of women, women's access to judicial information, to health, to education, or promoting equality between men and women, etc.).

**4.3. Leverage digital innovation :** technologic or digital innovation can be at the core of the project value proposition or be a significative component of its value chain. Either way, digital innovation should be used as a mean to leverage and amplify the impact of the project.

**4.4. Demonstrate the existence of a sustainable, self-sufficient business model:** are eligible, without discrimination, entrepreneurial structures demonstrating a competitive business model and activity (companies, cooperatives, etc). Applications submitted by associations, NGO and other non-profits will be considered as eligible if demonstrating the existence of a competitive activity and formalized business model, viable independently of public subsidies.

**4.5. Submit a complete application, in compliance with the provisions of the present Rules:** Participation to the Challenge implies the submission by the Participants of deliverables providing answers to the problematic previously described, and in compliance with the Challenge's rules, as laid down in the present Rules.

**4.6. Avoid any conflict of interest:** Staff members from the AFD or from any other organization taking part in the implementation of the Challenge and/or in its promotion, as well as their family members, cannot apply to the Challenge.

**4.7. Submit a unique application:** only one application to the Challenge per Participant will be accepted.

**4.8. Non-compliance with the terms and conditions:** Any Participant failing to meet the conditions of this Article during registration or at any time throughout the duration of the Challenge will be disqualified from the Challenge as of right and without prior notice and will not be the recipient of any award as set forth under Article 14 (hereinafter the "Award"). In the event an Award is given to a Participant not meeting the terms and conditions of participation during registration or at any time throughout the duration of the Challenge, the Organisers and Service Provider reserve the right to demand the Participant returns and ends the Award received.

## **ARTICLE 5 – CHALLENGE REGISTRATION AND ACCESS**

**5.1.** To register to the Challenge, the Participant should submit an **online application form**, duly completed. The online application form will be accessible on the website <https://digital-africa.tech/fr/> and on <https://www.afddigitalchallenge.afd.fr/>, on the Challenge launching

date, as specified under Article 6 of the present Rules.

**5.2.** Any online application form providing with inaccurate or incomplete information will not be considered and will lead to the Participant's disqualification.

**5.3.** By submitting the electronic application form, the Participant agrees to being contacted by electronic mail sent by the Organisers or Service Provider in respect of participation in the Challenge.

## **ARTICLE 6 – CHALLENGE DURATION**

**6.1.** The Challenge will take place from **September 27th, 2018 at 00:01 until December 21st, 2018 at 23:59** (subject to modifications). All dates provided for the application review phase (Article 8), shortlisting phase (article 9), shortlisting review phase (article 10) and final selection phase (article 11) are subject to modifications to meet unpredicted operational imperatives. Any modification will be communicated to Participants beforehand.

**6.2.** Any date stipulated under the Rules and the Challenge is understood to be given using the Paris/Brussels time zone (GMT +1).

**6.3.** No extension or exception to this period will be granted to any Participant for any reason whatsoever.

## **ARTICLE 7 – DETAILS OF THE APPLICATION PHASE**

**7.1.** The application phase will take place from **September 27th, 2018 at 00:01 until November 12th, 2018 at 23:59**.

**7.2.** Participants will submit their application to the Challenge via the online application form accessible to the public on the website <https://digital-africa.tech/fr/> and on <https://www.afddigitalchallenge.afd.fr/>, and described under the Article 5 of the present Rules. Participants having submitted a complete online application form will receive an electronic mail confirming its application to the Challenge.

**7.3. The online application form has two components:**

- **An administrative component**, concerning the Participant's administrative and legal details (corporate name, date of creation, governance, etc.).
- **A descriptive component**, concerning the qualitative details of the entrepreneurial project showcased by the Participant as part of the Challenge (corporate purpose, revenues, description of the service.s/product.s offered, etc.).

**7.4.** Any online application form providing inaccurate or incomplete information will not be considered and will lead to the Participant's disqualification.

**7.5.** The Organiser will only accept and consider Deliverables submitted by Participants by the deadline and in compliance with the Regulation requirements. Participants agree to respond to any request for information or proof from the Organisers or the Service Provider.

**7.6.** No electronic application form submission will be accepted after November 12th, 2018 at 23:59.

## **ARTICLE 8 – DETAILS OF THE APPLICATION REVIEW PHASE**

**8.1.** The application review phase will take place from **November 13th, 2018 at 00:01 until November 27th, 2018 at 23:59**. These dates are subject to modifications, as provided under Article 6.1.

**8.2.** During this phase, the Service Provider will scrutinise the compliance of the submitted electronic application forms to the eligibility criteria provided under article 4 of the present Rules.

**8.3.** The Organisers and the Service Provider will then jointly select the 30 (thirty) best Participants, based on the evaluation criteria set forth under article 13.2. of the present Regulations. Selected Participants will move ahead to the shortlisting phase.

**8.4.** Selected Participants will be notified of their advancement to the shortlisting phase by email, after the end of the application review phase.

**8.4.** At the end of the application review phase, which provisional date is November 27th, 2018, the 30 (thirty) selected Participants will be notified of their advancement to the shortlisting phase by email. The email will provide them access to the shortlisting online application form, described under article 9 of the present Rules.

## **ARTICLE 9 – DETAILS OF THE SHORTLISTING PHASE**

**9.1.** The shortlisting phase will take place from **November 27th, 2018 at 00:01 until December 7th, 2018 at 23:59**. These dates are subject to modifications, as provided under Article 6.1.

**9.2.** During this phase, the 30 selected participants will have to complete and submit the online shortlisting form, provided in the email sent to notify them of their advancement to the shortlisting phase, as provided under the Article 8.4 of the present Rules. The online shortlisting form should be submitted before **December 7th, 2018 at 23:59** (subject to modifications).

**9.3.** Participants having submitted an incomplete or inaccurate online shortlisting form will receive a request for additional information and/or supporting documents by email. The requested information and/or supporting documents should be submitted as an answer to the email sent by the Organisers within 5 (five) business days after the date of dispatch of the request, and within the time limits of submission of the shortlisting form as specified under the article 9.2 of the present Rules.

**9.4.** Participants having submitted a complete online shortlisting form will receive an email confirming his participation to the shortlisting phase.

**9.5. The online shortlisting form has two components :**

**1) A complementary administrative component requesting:**

- A copy of the enterprise Statutes, up-to-date (less than 3 months old), in the event of changes since the submission of the Application form.
- A proof of registration, up-to-date (less than 3 months old), in the event of changes since the submission of the Application form.
- A copy of a valid document, certified as a true copy of the original, providing with the identity of:
  - The individual person representing the applicant company (NIC or passport and proof of domicile),
  - All the individual shareholders directly or indirectly owning shares or stocks (capitalization table, shareholder register, detailed organizational charts),
  - All shareholders directly or indirectly owning 20% or more of the enterprise equity:
    - If individuals: a valid national identity card or passport and proof of domicile.
    - If legal entities: a K-bis extract less than 3 months old, or statutes certified conform by the executive organ or its equivalent for a foreign company, and NIC or passport and proof of domicile of the legal representant of the legal entity.
    - If the applicant company is a group's subsidiary: the organizational chart of the group, enabling the identification of its individual or legal shareholders, and their percentage of share of the equity.

**2) A complementary descriptive component, requesting:**

- A complete business plan (activity, market, marketing strategy, etc.).
- A video pitch of 3 minutes maximum.

**ARTICLE 10 – DETAILS OF THE SHORTLISTING REVIEW PHASE**

**10.1.** The shortlisting review phase will take place from **December 7th, 2018 at 00:01 until December 14th, 2018 at 23:59**. These dates are subject to modifications, as provided under Article 6.1.

**10.2.** During this phase, the Service Provider and the Organiser will scrutinise the compliance of the submitted electronic shortlisting forms to the eligibility criteria provided under article 13.2 of the present Rules. The Service Provider and the Organiser will select 15 (fifteen) best Participants for the final selection phase.

**10.3.** Selected Participants will be notified of their advancement to the shortlisting phase by email, after the end of the shortlisting review phase. The provided end date for the shortlisting review phase is **December 14th, at 23:59** (subject to modifications).

**10.4.** The Organisers will only accept and consider Deliverables submitted by Participants by the deadline and in compliance with the Regulation requirements. Participants agree to respond to any request for information or proof from the Organisers or the Service Provider.

**10.5.** In the event that the elements submitted by the Participant missed the deadline, are considered unsatisfactory or incomplete, or question the initial decision to select the Participant for the shortlisting phase, the Organiser can disqualify the Participant. They will be able to select another project for the shortlisting phase. The concerned Participants will be notified individually and the list of selected project will be updated.

## **ARTICLE 11 – DETAILS OF THE FINAL SELECTION PHASE**

**11.1.** The final selection phase will take place from **December 14th, 2018 at 00:01 until December 21st, 2018 at 23:59**. These dates are subject to modifications, as provided under Article 6.1.

**11.2.** During this phase, the Service Provider will forward to the Selection Panel an application file composed of the “complementary descriptive component” of the online shortlisting forms (as described under the article 9.5.,2), submitted by the 15 Participants selected in the shortlisting review phase, in addition to a detailed scoring scale. This application file will include the business plan and 3-minute video pitch submitted by the Participants as part of the shortlisting phase.

**11.3.** After reviewing each application, the Selection Panel can send a list of questions or request further details to the Organisers and to the Service Provider. If so, the Organisers and the Service Provider will forward the questions to the Participants before December 18th, 23:59 (subject to modifications), so they can submit their answers before December 20th 2018, 23:59 (subject to modifications).

**11.4.** During this phase, the Selection Panel will select 2 (two) winners for the AFD Digital Challenge Initiative, 2 (two) winners for the AFD Digital Challenge Success and 1 (one) winner for the AFD Digital Challenge – Jury’s Award, according to the eligibility criteria provided under article 13.2 of the present Rules. The provided end date for the Final Selection Phase is December 21st, 2018 at 23:59 (subject to modifications). The 15 (fifteen) Participants to the Final Selection Phase will be notified of the results before December 21st, 2018 at 23:59 (subject to modifications).

## **ARTICLE 12 – CHARACTERISTICS OF THE DELIVERABLES**

**12.1.** Deliverables must comply with the rules and specifications set forth by the Organiser under the present Regulations and communicated to the Participants in the electronic application form (as provided under articles 5 and 7) and in the electronic shortlisting form (as provided under article 9).

**12.2.** If the Deliverable is difficult or impossible to read, the Participants of the company concerned are responsible for rectifying the situation before the Deliverable upload deadline for the relevant phase, and no later than three days after that date, after which time the

Organisers reserve the right to disqualify the Participant in question from the Challenge. Participants guarantee that Deliverables comprise only contributions from participant. Contributions from third parties are not admissible and any Participant producing them will be disqualified.

## **ARTICLE 13 – SELECTION CHART**

**13.1.** The Challenge is structured in 5 (five) consecutive phases:

- An Application Phase defined under article 7 ;
- An Application Review Phase defined under article 8;
- A Shortlisting Phase defined under article 9 ;
- A Shortlisting Review Phase defined under article 10 ;
- A Finale Selection Phase defined under article 11.

During each phase, the Organisers and the Service Provider scrutinize the compliance of the Deliverables and other submitted elements with the requirements of the present Rules, and select the Participants moving ahead to the next phase.

**13.2. The application assessment criteria** remain the same from one phase to another. The application is refined throughout the various phases:

1) Concerning the AFD Digital Challenge - Initiative Award:

1. **The team:** the team is composed of diverse and complementary expertises, with strong entrepreneurial profiles. /25
2. **The innovation:** the product and/or service presents a technological, economic, financial or organizational innovation. / 25
3. **The evidence of need:** the award will positively and concretely contribute to the growth of the entrepreneurial project. / 20
4. **The value proposition:** the product and/or service offered answers an identified need and stands out from the competition. / 10
5. **The business model:** the project is based on a relevant, sustainable and scalable business model. / 10
6. **The impact:** the project has a positive, quantifiable, economic, social and/or environmental impact. / 10

2) Concerning the AFD Digital Challenge - Success Award:

1. **The impact:** the project has a positive, quantifiable, economic, social and/or environmental impact. / 25
2. **The business model:** the project is based on a relevant, sustainable and scalable business model. / 25
3. **The evidence of need:** the award will positively and concretely contribute to the growth of the entrepreneurial project. / 20
4. **The value proposition:** the product and/or service offered answers an identified need and stands out from the competition. / 10
5. **The innovation:** the product and/or service presents a technological, economic, financial or organizational innovation. / 10



6. **The team:** the team is composed of diverse and complementary expertises, with strong entrepreneurial profiles. / 10

3) Concerning the AFD Digital Challenge – Jury’s Award:

The AFD Digital Challenge - Jury’s Award will be granted to a Participant from the Initiative category, presenting an outstandingly original project and a truly impactful innovation with regards to the economic, social, cultural or political inclusion of women, and/or the reduction of gender inequalities. The Selection Panel will assess the distinctiveness of each Participants in the Final Selection phase, based on an originality and groundbreaking innovation criteria, and give them a score out of 30.

13.3. The Selection Panel is sovereign and does not need to justify its decision, which cannot be appealed. The Panel deliberations are confidential.

## **ARTICLE 14 – AWARD**

### **14.1. Awards**

To receive the award, Participants shall accept and comply with the provisions of the Rules and submit their Application Deliverable and their final Deliverable, as well as all required identification documents, within the agreed timeframe. No Award can be granted to a recipient that fails to meet the above preconditions.

The 5 (five) winners selected during the Final Selection Phase will be granted one of the following awards:

1. Two (2) entrepreneurial project will be granted an award of 15 000 (fifteen thousands) euros as part of the AFD Digital Challenge Initiative.
2. Two (2) entrepreneurial project will be granted an award of 50 000 (fifty thousands) euros as part of the AFD Digital Challenge Success.
3. One (1) entrepreneurial project will be granted an award of 20 000 (twenty thousands) euros as part of the AFD Digital Challenge - Jury’s Award.

The Organiser will grant the award after the reception from the winners of an estimated budget highlighting the development or spin-off costs that the award aims to cover. The Organiser and the Service Provider will offer a strategic and technical support to the winners to elaborate of this estimated budget.

All Participants acknowledge and accept that Award cannot be challenged by Participants in any way, nor exchanged for their financial equivalent.

All Participants acknowledge and accept that the Service Provider and Organisers are only obliged to make Award available to recipients. As a consequence, all ancillary costs related to these Award or overheads connected to taking possession of these Award will, unless otherwise stipulated in the Rules, be borne by the recipients. No payment or reimbursement will be due in respect of fulfilment or provision of the Award.

In the event that a recipient fails to take possession of an Award for reasons outside the Organisers' control within two (2) months of receipt of the electronic mail, the Organiser reserve the right to rule that the Award is not granted to the recipient in question.

#### **14.2. Support**

In addition to their financial award and with regards to the shortlisting phase results, Participants will be granted a two-fold support service:

**1) With regards to the use and allocation of the Challenge award, the Service Provider will support the 5 winners in:**

- Assessing their needs
- Defining an action plan and an estimated budget
- Integrating the Service Provider's international network

**2) Following the Challenge, a selected Service Provider will provide:**

- The 2 winners of the AFD Digital Challenge Initiative:
  - A professional support in the development of their project, thanks to an "acceleration pack". Co-elaborated with each winner, the pack will meet the startup's specific needs. It could include mentoring services, networking, acceleration and the funding necessary for the startup to achieve key development steps (proof of concept, business development etc.).
- The 2 winners of the AFD Digital Challenge Success :
  - A professional support in the development of their project, thanks to an "spin-off pack". Co-elaborated with each winner, the pack will meet the enterprise's specific needs. It could include mentoring services, networking, acceleration and the funding necessary for the enterprise to achieve key scaling-up steps (business development, internationalization etc.).
- The winner of the AFD Digital Challenge - Jury's Award: either the support elaborated as part of the AFD Digital Challenge Initiative award, either the support elaborated as part of the AFD Digital Challenge Success award, depending on the recipient's stage of development.

The Award given by the AFD to the five (5) winners will be set up by a selected external provider. In no circumstances the AFD will grant financial endowment. The Award given by the Organisers will be submitted to validation steps predetermined with the winners.

The Organisers shall not be required to grant the Award to a winner if the documents submitted as means of identifying and providing information about the beneficiary are deemed unsatisfactory.

#### **ARTICLE 15 – INTELLECTUAL PROPERTY**

The Existing Rights and Own Rights remain the exclusive property of the Participants in possession of them. Furthermore, the latter alone shall decide to protect its own know-how or otherwise, and to file or protect or defend any of its Own Rights or Existing Rights.

Unless otherwise agreed by the Participant and Organisers, ownership of the Results reverts to the Participant.

For the Deliverables, each Participant grants the Organiser the following rights, free of charge:

1. author's property rights, including the right to reproduce (wholly or in part), display (wholly or in part), disseminate, translate and use these materials, and
2. the right to enable a company from the same group to exercise all or some of these rights, these applying worldwide, for the period for which the document, submissions and Deliverables are protected, by any means whatsoever, in all existing or future forms, on any media and for the following purposes:
  - only within the Challenge, including but not limited to the purposes of selecting Award recipients,
  - as part of the communication on the Challenge and its results, excluding the information that shall remain confidential,
  - as part of the assessment, within the AFD Digital Challenge, of the opportunity to continue or open discussions with certain Participants regarding potential projects with one or more companies, this applying solely to the Organisers.

The Organisers undertake not to use the documents, submissions or Deliverables for purposes other than those stipulated above.

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

Participants guarantee undisturbed use of the documents, submissions and Deliverables and the rights herein granted against any interference, claims over possession or any other challenge throughout the duration of the challenge and while intellectual property rights are in force.

In this regard, Participants guarantee the Organisers 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 hold the Organisers harmless from all third party action on any grounds whatsoever including relating to the use of their image or any creation or any other protected element.

In respect of this undertaking, Participants must pay any compensation or other sums in place of the Organisers (i) when the Organisers are ordered to pay compensation by a legal ruling, or (ii) when the Organisers have 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 Organisers in respect hereof.

Deliverables and videos must have been produced by the Participants. All Participants will take responsibility for their compliance with French and Community legislation, including as regards copyright and legislation on privacy and personal image protection (France's law of 17 July 1970) or any new legislation that might replace such provisions.

All Participants in the Challenge 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.

The Organisers and Service Provider cannot be held liable for any infringement of the above provisions by Participants.

By uploading Deliverables onto the site, Participants are obliged to comply with statutory and regulatory provisions in force. They are consequently responsible for ensuring that the storage and distribution of Deliverables through the website <https://www.afddigitalchallenge.afd.fr/>, 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 Organisers and Service Providers, a breach in the foregoing will result in the Deliverables being withdrawn and the Participants' accounts being closed with no 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 16 – COMMUNICATION**

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

Participants also authorize the Service Provider and Organisers 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 under Article 15 and the Service Provider and Organisers undertake to cease use of trademarks once the

circumstances relating to those purposes come to an end, unless the Participant expressly provide with a writing authorization to do so.

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

#### **ARTICLE 17 – REIMBURSEMENT OF PARTICIPATION COSTS**

The 5 winners can receive refund of the costs incurred by their participation to the official award ceremony (plane tickets, housing, restoration, transportation).

All refund request shall be sent by email to the following email addresses: [jacques@inco.co.com](mailto:jacques@inco.co.com) ; [henri@inco.co.com](mailto:henri@inco.co.com), and include the receipts corresponding to the Participant's expenditures, addressed to "Impact Network". Any refund request received later than three (3) weeks after the date of the Award Ceremony will be denied. The above mentioned date will be disclosed at a later date. The Organiser will set a refund ceiling with regards to each winners' area of origin.

All refund requests must include the following, failing leading to the request denial:

- The Participant's full contact details (surname, first name, full address with post code, login and electronic mail address);
- Bank account details (in the form of an IBAN International Bank account number);
- An explicit request for a refund and for a copy of the Rules
- Receipts corresponding to the Participant's expenditures addressed to "Impact Network"

A Participant may submit one and only one refund request.

Refunds will be paid by credit transfer into the account indicated in the request, after confirmation that the request is properly justified, within a time period that is entirely left to the Organiser's discretion.

#### **ARTICLE 18 – LIABILITY**

The Participants' and the Service Provider's liability is limited to loss and harm caused directly by a party's failure to comply to its contractual obligations.

No provision herein can be interpreted as, or deemed to be, a limitation or exclusion of the Participant's liability:

- in the event of intentional misconduct or gross negligence, or
- In the event of death or personal injury caused by its negligence. , or
- resulting from claims against which the Participant holds the Organisers harmless in accordance herewith or with the applicable law.

Neither the Service Provider nor the Organiser can be held liable in the event of failure or malfunction of the telecommunications network used, including when it leads to the impossibility for the Participants to log-in or to access the website <https://digital-africa.tech/fr/> and on <https://www.afddigitalchallenge.afd.fr/>, or any other website of use when participating in the Challenge.

Participating to the Challenge implies knowledge and acceptance of the characteristics, limitations and risks of the internet and related technology, in particular as regards to performance, response times, and software and hardware security in the face of various potential attacks in the form of viruses, logic bombs and Trojan horses, and the loss or misuse of data. As a consequence, neither the Service Provider nor the Organisers can be held responsible under any circumstances for loss or harm caused to the Participant as a result of these characteristics, limitations and risks.

Under no circumstances can the Organiser can be held liable for loss or harm caused by failure to deliver or delay in submitting the Deliverables and other requested documents, in particular for refusing to take into account the spoken Deliverables, due to submission after the deadline set in the Rules, caused by a failure of or a delay in the delivery of any electronic mail sent as part of the Challenge, or by the alteration of the Deliverables and other documents outside of the Service Provider's and the Organiser's control.

Neither the Service Provider nor the Organisers can be held liable in the event of a complete or partial change, suspension, interruption, postponement or cancellation of the Challenge for reasons outside of their control (unforeseen events or force majeure or any other event that the Service Provider and/or Organisers consider as leading to the impossibility to hold the Challenge under the conditions established initially). Under such circumstances, the Service Provider will inform the Participants by means of a notice on the websites <https://digital-africa.tech/fr/> and on <https://www.afddigitalchallenge.afd.fr/>, within the least possible delay.

Neither the Service Provider nor the Organisers can be held liable for the consequences of the disqualification of a Participant who failed to comply with the present Rules. The Organisers shall not be held liable for losses or damages of any nature (personal, physical, material, financial or any other kind) suffered by a Participant when taking part in the Challenge.

Neither the Service Provider nor the Organisers can be held liable for any interference, proceedings, complaint, challenge nor claim related to the use of the Deliverables by the Service Provider or Organisers, or related to the negotiation, conclusion or implementation of contracts signed between the Organisers and the Participants.

Under no circumstances can the Service Provider or the Organisers be held liable for the time taken to send the Awards, or in the event that a recipient is unable to receive an Award for reasons outside of the Organisers' control. Given the nature of the Award, the Organisers and the Service Provider shall not be held liable for the results of the services offered by incubators, accelerators and other partner entities. The Organisers and the Service Provider cannot be held liable in the event of incidents or personal injury, and

property damage of any kind that may occur from the enjoyment of the prize awarded and/or the use made thereof.

The Organisers reserves the right to institute legal proceedings in the event of proven fraud.

#### **ARTICLE 19 – AGREEMENT ON PROOF**

It is agreed that the data contained in the Organisers' and/or in the Service Provider's information systems shall have probative force as to the information relating to the Challenge, including its implementation, and the selection process of Participants and winners.

#### **ARTICLE 20 – CONFIDENTIALITY**

Any information belonging to the Organisers, to the Service Provider or to a third party (hereinafter "Disclosing Party") that is disclosed or made available to Participants constitutes confidential information (hereinafter "Confidential Information"), regardless of whether it was identified as such at the time of disclosure. Information deemed Confidential Information includes administrative, commercial, scientific, technical, financial, fiscal, legal and economic information that has been, is or will be disclosed to the Participant by the Service Provider or Organisers.

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

The following are not Confidential Information:

- information that is currently in or reaches the public domain through no breach of the Rules by the Participants;
- Information legally held by the Participant, not subject to confidentiality and prior to their issuance by the Service Provider or the Organiser,
- Information that is neither a direct result nor an indirect result of the utilisation of all or part of the Confidential Information;
- Information legitimately obtained from a third party allowed to disclose it. The exceptions stipulated in this section do not apply to personal data in the sense of French law no. 78---17 of January 6th, 1978 (on data protection).

The Participant commits to, throughout the duration of the Challenge and for five (5) years after the end of the Challenge as described under Article 6:

- not to use Confidential Information for purposes other than participation in the Challenge, in compliance with the present Rules;
- to take all necessary, useful and reasonable precautions to protect the Confidential Information;
- to disclose Confidential Information only to the members of its team.

The Participant commits to promptly notify the Organisers, in writing, of the existence of any unauthorised use, disclosure or loss of the Disclosing Party's Confidential Information, that comes to his knowledge. The notification will indicate the measures undertaken by the Participant to rectify the situation.

Participants may disclose Confidential Information wholly or in part to any government or legal authority when the law so requires, and insofar as the law permits. Under such circumstances, Participants shall give advance written notice of their intention to disclose said information, at least two (2) working days before the scheduled date of said disclosure.

The Organisers may disclose all or part of the Participants' Information, to any controlling subsidiaries or companies in the sense of Article L.233-1 of the French Commercial Code, or to a service provider acting on its or its subsidiaries' behalf, to the member of the Selection Panel, to its line ministries and, when required, to the European Commission, as well as any individual or legal entity involved in the implementation of the Challenge or of the Awards.

At the end of the Challenge, whether by reaching the end date indicated under Article 6 or by cancellation, Participants must immediately return all Confidential Information obtained under the Challenge, regardless of the medium on which it is held, to the Service Provider and the Organisers. The Participant will refrain from keeping any copy of the Confidential Information in any way whatsoever, unless previously authorized in writing by the Service Provider or the Organisers.

Members of the final selection Committee and those individuals with access to documentation submitted during the Challenge shall be bound by an obligation of confidentiality regarding all project information and shall be bound to comply with an ethical charter.

Alongside their application documentation, candidates shall provide a non-confidential description of their project, which shall be published on the websites <https://digital-africa.tech/fr/> and on <https://www.afddigitalchallenge.afd.fr/>. This description may also be presented to the public as part of the Challenge, including during the awards ceremony.

## **ARTICLE 21 – DATA PROTECTION**

Participating to the Challenge implies to disclose personal data from the Participant's team members. AFD will be responsible of processing the data, for the purpose of organizing and ensure the implementation of the Challenge and its outcomes. The legal basis of this processing is to perform pre-contractual measures, in compliance with the Article 6.1.b of the European Regulation on Data Protection.

The associates of AFD and Impact Network/INCO.org, in charge of the organization of the Challenge, are the only recipients of the processed data. The above mentioned data is retained until the end of the Challenge, corresponding to the date of the Awards Ceremony.



Concerned subjects have the rights to access their personal data and request its deletion. They have the right to refuse, rectify or limit the above mentioned data processing and to request data portability.

To exercise their "Data-processing and Freedom" rights or for any further information, Participants can contact the AFD's Data Protection Officer, by sending an email to the following email address: [informatique.libertes@afd.fr](mailto:informatique.libertes@afd.fr).

If, after contacting the AFD DPO and receiving its answer, the Participant considers his rights are not respected, he can submit a complaint to the CNIL.

## **ARTICLE 22 – COMMUNICATION AND EXPLOITATION RIGHTS OVER WINNERS' IMAGES**

Participants shall authorise the Organisers to publish in any format their name, surname and email address, where applicable the full contact details of their company and a non-confidential description of the project provided by the Participants, as part of information and communication campaigns linked to the Challenge, including on its websites, with no entitlement to claim any rights of any kind.

Each winner shall authorise the Organisers, its beneficial owners and/or its representatives to produce videos, hold interviews and take photographs featuring them individually or in groups, and to freely reproduce their image via any current or future format (photographs, online media, quotes, flyers and/or video) for promotional or public relations purposes, with no entitlement to claim any rights of any kind. Each Winner grants the Organisers all rights to use their image, voice, testimonial and any other statement made as part of the Challenge without any charges, on all current and future types of publicity and/or promotional documents worldwide, without such use granting an entitlement to payment, royalties or compensation other than the support provided. These rights of use include the rights of representation, reproduction and adaptation.

All of the aforementioned rights are granted on a worldwide basis for a duration of 12 months.

Participants and winners guarantee acceptance of these provisions by their agents and team members.

## **ARTICLE 23 – THE RULES**

Participating to the Challenge and receiving an endowment require unreserved acceptance of and full compliance with all the provisions in the Rules. The Organisers reserve the right to disqualify immediately and without compensation any Participant failing to meet this obligation.

The Service Provider and the Organisers reserve the right to amend the Rules at any time, including in the course of the Challenge, with no obligation of notifying the Participants. A mention will however be made on the websites <https://digital-africa.tech/fr/> and on

<https://www.afddigitalchallenge.afd.fr/>. Participants are encouraged to regularly consult the present Rules.

Participants expressly waive the right to any complaint regarding any amendments to the Rules.

The Rules are freely available on the websites <https://digital-africa.tech/fr/> and on <https://www.afddigitalchallenge.afd.fr/>.

#### **ARTICLE 24 – CHALLENGE CANCELLATION AND SUSPENSION**

The Organisers and Service Provider reserve the right to cancel or suspend the Challenge under the following circumstances:

- force majeure (supervening impossibility);
- any kind of fraud whatsoever.

The Service Provider and Organisers cannot be held liable for the cancellation or suspension of the Challenge, in compliance with this Article, and the Participant will not be entitled to any kind of compensation.

#### **ARTICLE 25 – INDEPENDENCE**

Registration and participation to the Challenge do not create a relationship of subordination in any way between the Service Provider or Organisers and the Participants or members of the Participant's teams.

#### **ARTICLE 26 – COMPLAINTS**

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

Complaints regarding the operation of the website <http://digital-africa.tech> and the associated mini-site <https://afddigitalchallenge.afd.fr> must be sent in writing to the following address: [contact@digital-africa.tech](mailto:contact@digital-africa.tech)

Complaints regarding the running of the Challenge and the issuance of endowments must be sent in writing to the following address: [contact@digital-africa.tech](mailto:contact@digital-africa.tech) ; [henri@inco.co.com](mailto:henri@inco.co.com) ; [mathieu@inco.co.com](mailto:mathieu@inco.co.com)

The Selection Panel is sovereign and does not need to justify its decision, which cannot be appealed. Participants shall not contest the decisions of the Selection Jury.

All complaints must include the following, or will be rejected:

- the Participant's full contact details (surname, first name, full address with post code, login and electronic mail address);
- identification of the Challenge concerned;
- a clear and detailed description of the reasons for the complaint.

## **ARTICLE 27 – SETTLEMENT OF DISPUTES**

In the event of an unresolved dispute after the Participant has submitted a complaint in compliance with Article 26, the Organisers and the Participant commit to settle their dispute before taking legal action.

The party wishing to start a conciliation process must inform the other party by registered mail with proof of delivery, within which the referring party is to explain the cause of the dispute and its intentions.

If the parties fail to reach agreement within thirty (30) days after the reception of the registered mail, they are each free to act as they fit. The first party to act may then refer the matter to the competent jurisdiction under the Paris Court of Appeal.

## **ARTICLE 28 – APPLICABLE LAW**

These Rules shall be governed by French law. They were written in French and in English. Where difficulties arise regarding their interpretation, the French-written version shall prevail.