



INTERNATIONAL COMPETITION RULES

Orange Social Venture

Prize 2022

Africa & Middle East

Article 1. Organizer and purpose of the Competition

The **Orange MIDDLE EAST AND AFRICA** company, a société anonyme (public limited company) with registered capital of 1,391,185, 791,36 euros, the registered office of which is located at 12 rue Rouget Lisle 92130, Issy-les-moulineaux registered in the Paris Register of Commerce and Companies under number 307.299.248 (hereinafter referred to as "**Orange MEA**" or "**the Organizing Company**"), is holding a Competition entitled "**Orange Social Venture Prize**" (hereinafter the "**Competition**") with two categories of prizes as detailed in Article 2. below: The International Grand Prix and Women's Prize. The Competition is accessible exclusively via <https://poesam.orange.com>.

The Orange Group has been proactively supporting social business initiatives based on New Information and Communications Technologies in Africa and the Middle East for many years. As such, since 2011, the Competition rewards Projects that launch a new product or a new service which meets the triple objective of: contributing to societal development, developing an innovative offering, and integrating digital technologies in the entrepreneurial solution. The business idea should include an existing prototype or demo.

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

Article 2. Competition process

National phase of the Competition:

Each Project submitted will participate in the national phase of the Competition within its country of origin (the country is identified by the Participant when the Project is submitted on the Site). Each country organizes a national jury to select the most promising business projects, nominating up to three (3) national winners.

International phase of the Competition:

The three (3) national winners will qualify automatically, without the need to resubmit their Project, for the International Grand Prix, organized by Orange MEA. The grand jury has the final decision on nominating the 3 overall prizewinners for the Orange Social Venture Prize Africa & Middle East.

International Women’s Prize:

Projects eligible for the International Women’s Prize are identified using two filters when candidates register their Project online: the Project must be led by a woman or propose a technological solution aimed at enhancing women’s

lives. Projects that are eligible for the International Grand Prix may also qualify for the International Women's Prize, as long as they meet the identification criteria mentioned above. The grand jury has the final decision on nominating the overall winner of the International Women's Prize within the Orange Social Venture Prize Africa & Middle East.

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

Article 3. Duration

The Competition will be held between 28 March 2022 (09:00am GMT) and 27 May 2022 (9:00pm GMT).

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

Each Orange affiliate country participating in the Competition locally reserves the right to delay the beginning of its national phase due to local circumstances. Any change and national specificities will be announced on the <https://poesam.orange.com> website.

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

Article 4. Participants

Participation in the Competition is open to natural persons (individuals) aged over 21 years on the launch date of the Competition mentioned in Article 3. of the Rules above, and to legal persons (individuals or private organizations) able to prove that their business activity has been up and running for less than three (3) years by the start of the Competition, with access to the internet and an email address (hereinafter the "**Participant(s)**").

Excluded from the Competition participation are:

- Individuals of less than 21 years at the launch of the Competition.
- Individuals or organizations with a business that has been running for more than three years by the start of the Competition.
- Individuals having conceded rights to their Project.
- Individuals having collaborated directly in the organization of the Competition (such as employees of the Orange Group working within CSR or members of Orange subsidiaries in Africa and the Middle East participating in the organization or jury).
- Representatives of the national and/or Grand Prix juries and their families.
- Individuals without a bank account.

Only one entry per household/legal person/IT address (same name, same address) will be accepted.

By accepting these Rules, the Participant authorizes the Organizing Company to make all the necessary verifications concerning their identity, personal details, registration, or date of birth. Any erroneous, incomplete, or fraudulent indications will cancel their participation.

Article 5. Participation conditions

The Competition is accessible only via the following website: <https://poesam.orange.com>.

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

The Project must involve Information and Communications Technologies and have a societal impact. What's more, the business idea should include an existing prototype or demo.

5.1 Composition of the entry file

To apply, Participants must create an account on the <https://poesam.orange.com> website by providing their first name, last name, and email address. They will then receive a password by email that they can change later. Once the account has been created, Participants will not be able to modify their first name, last name, or email address. Participants must complete and send the participation form and the Project file via the Site within the given deadlines. These two documents will be the only documents consulted during the pre-selection phase – as referred to in Article 5.3 of these Rules – and they must be written in English or French. Files written in Arabic (and not translated into French or English) will not be accepted. **The application file (hereinafter “Dossier” or “Candidature File”) contains:**

1. Entry form

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

2. Entry file relative to the Project

1. The format authorized is that of a file in PDF format of 10 Mb maximum.
2. 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.
3. **The elements necessary to complete the Project File are as follows:**
 1. Summary presentation of the Project: between 1,000 and 2,000 characters, outlining the social/environmental your ICT solution will address.

2. Market analysis: segmentation, SWOT, competition, partners (financial, strategic etc.).
3. Identification of the market opportunity.
4. Presentation of the product/service proposed.
5. Information about the management team.
6. Financial forecasts for three (3) years (business plan).
7. Evaluation of the societal impact. In addition, for the International Women's Prize, an assessment of how your ICT solution will positively impact women.

5.2 Submitting the application documents

The Competition is accessible online from a computer and/or any device with internet access via <https://poesam.orange.com>.

Should an organization apply, only the legal representative of an organization is authorized to enter the application into the Competition.

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

The Participant must complete all the mandatory fields of the entry form accurately for their application to be valid and for them to be contacted should they win. Any incomplete, erroneous, false, counterfeit, or fraudulent entry will be sanctioned by formal and definitive prohibition from participating in the Competition.

Participation in the Competition means unreserved acceptance of these Regulations in their entirety, the ethical rules in force on the internet and the laws and regulations applicable to Competitions in force in France.

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

Participants can save their application file as they go to continue the process and complete their submission later by clicking on the “save” button at the bottom of the form. Once the application has been submitted or sent, the candidate will no longer be able to modify it. However, if the Participant wishes to modify the application, they can delete their existing submission and recreate a new one.

5.2 Stages of participation in the Competition:

1. From 28 March 2022 at 09:00am GMT to 27 May 2022 at 9:00pm GMT:

- Participants will be able to submit their Candidature File via <https://poesam.orange.com> by filling in the entry form presented online as part of the application submission procedure.
- Participants will have to validate the International Rules and the national rules to validate his submission. International and national rules are accessible and can be downloaded from the same Site.

1. From 4 June 2022 until September 2022

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

members of the jury or Orange evaluation representatives to explain parts of their application in more detail.

- Selection from the national juries should be made in June 2022 and the members of each national jury will meet and elect the winners / laureates for each country.

2. From September 2022 to November 2022

3.1 International Grand Prix

- The Organizing Company will examine the Projects of all 3 national winners from each of the countries and will preselect 10 finalists using an evaluation grid. The shortlisted finalists may also be interviewed (face-to-face, by phone, or videoconference) by an Orange representative to explain parts of their application in more detail.
- Decision of the grand jury: during October 2022, the members of the grand jury acting on behalf of the Organizing Company will meet and elect the 3 grand prizewinners among the 10 shortlisted finalists.

3.2 International Women's Prize

- The Organizing Company will run the International Women's Prize Competition, and the Group Diversity and Inclusion Department will assess the applications eligible for the International Women's Prize. Five (5) finalists will be pre-selected using an evaluation grid.
- Decision of the grand jury: during October 2022, the members of the grand jury acting on behalf of the Organizing Company will meet and elect the winner of the International Women's Prize from the five shortlisted finalists.

4. November 2022

- An awards ceremony will be held for the International Grand Prix and International Women's Prize.

Article 6. Awards

For the International Grand Prix, awards are as follows:

- 1st prize: the payment of an amount of €25,000 (twenty-five thousand euros).
- 2nd prize: the payment of an amount of €15,000 (fifteen thousand euros).
- 3rd prize: the payment of an amount of €10,000 (ten thousand euros).

For the International Women's Prize, the award is as follows:

- The payment of an amount of €20,000 (twenty thousand euros) funded by the Group Diversity and Inclusion Department.

Furthermore, support will be proposed to the 10 International Grand Prix shortlisted finalists (including the 3 prizewinners) and the winner of the International Women's Prize. Support will be offered in the form of quarterly telephone/video meetings during which the winners will present a progress report. They will benefit from advice given by business and finance professionals. If the award is attributed to a team, it will be awarded to the Project team leader who filled in the entry form.

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

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

For the national prize, each Orange affiliate may choose to offer an additional or

specific award or support to the winners, which will be defined within the OSVP section of <https://poesam.orange.com>.

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

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

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

Should a winner expressly decline the award, it will be held by the Organizing Company and may be used in a future operation at no liability or cost to the Organizer.

In addition, within the framework of this Competition, Orange MEA reserves the right to award special prizes in addition to the prizes mentioned above. If this is the case, these prizes will also be allocated during the award ceremonies and may or may not also include business support.

Article 7. Conditions for attributing awards

7.1 International Grand Prix

The Organizing Company will do its utmost to pre-select Projects during the pre-selection phase according to the following criteria:

1. The social and/or environmental impact (number of jobs created, the positive effects on health, education, agriculture, energy, finance, employability impact and/or autonomy of beneficiaries).
2. The degree of innovation provided in the use of digital communications resources (landline or mobile telecommunications) to enable the product or service to be launched.

3. The possibility of extending distribution of the product to several countries.
4. The financial viability of the Project to succeed in self-financing the Project at the end of its launch period, with the credibility of the business plan, income and expenses taken into account.
5. The realistic and operational nature of the Project (relevant information on the organization of the Project team, team motivation, contacts with partners etc.).
6. The presentation and Project feasibility as a whole (test phase and envisaged operational phase).

At each country level as well as at the International Grand Prix level, pre-selected Projects will be passed on to the members of the jury. The jury members responsible for selecting the three (3) winners are all specialists in societal development, ICT, or entrepreneurship.

The three (3) national winners will be nominated by the national juries. The three (3) International Grand Prix winners among the 10 shortlisted finalists will be designated by the International Grand Prix jury as described in Article 3.1. of these Rules above.

The names of the national winners will be made public during local national ceremonies that will be organized by Orange affiliates in countries; the details will be published on dedicated country website. The name of the International Grand Prix winners will be unveiled during an event organized in November 2022 and will be published online on <https://poesam.orange.com>.

7.2 International Women's Prize

The Organizing Company will do its utmost to pre-select Projects during the pre-selection phase according to the following criteria:

1. The context of the Project and how it targets women or young girls, how it aims to improve their lives and how the target is clearly defined.
2. The financial viability of the Project as well as its credibility over a minimum of 3 years.
3. The social and/or environmental impact (the Project's contribution to the creation or preservation of jobs, improvement of living conditions and promotion of women's empowerment through the use of ICT).
4. The degree of innovation provided in the use of digital communications to improve women's lives in the following sectors: agriculture, health, education, energy, finance, trade, the environment etc.
5. The realistic and operational nature of the Project (led by a woman or proposing a technological solution that will improve the living conditions of women, relevant information on the organization of the Project team to include at least one woman, team motivation, contacts with partners etc.).
6. The presentation and Project feasibility as a whole (test phase and envisaged operational phase).

Projects eligible for the International Women's Prize, selected according to the identification filters, will qualify directly for the international phase. The five (5) finalists for the International Women's Prize will be pre-selected and evaluated by the Group Diversity and Inclusion Department within the Orange CSR, Diversity and Philanthropy Division.

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

The decisions of the Organizing Company are irrevocable and cannot be called into question. No challenge may be made concerning the decisions of the Organizing Company, which shall have sovereign decision-making powers with no possible recourse.

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

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

The winners must confirm their postal address and bank details in their name or in the name of their company; the award process will start following this confirmation. The awards attributed are personal and may not be transferred or exchanged, even partially, in any form whatsoever.

If after 60 (sixty) days following the announcement of the award, the winner has not come forward or replied to emails, the award may no longer be claimed, and will remain the property of Orange MEA. A substitute winner may thus be nominated by the Organizing Company from the other Participants, under the same conditions as described above; Orange MEA may not be considered liable under such circumstances. Orange MEA shall not be held responsible for delay, loss or damage that might occur after awards have been received by the winners.

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

Article 8. Advertising

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

Article 9. Intellectual property

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

Participants acknowledge that participation in the Competition means that their Projects may be the subject of a generic communication within the context of the Competition.

In compliance with the laws governing literary and artistic property rights, the representation or usage of all or part of the elements composing the Site and the Competition are strictly prohibited.

Article 10. Competition clause

Since the company organizing 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 Organizing Company, and specifically people working on the Competition, are in no way considered to be omniscient about all the actions of all parts of the group. Therefore, the responsibility of Orange cannot be questioned.

Article 11. Personal data

Orange MEA and its subsidiaries in the countries concerned process personal data within the framework of this competition, hereinafter referred to as "Orange Social Venture Prize Africa & Middle East" or the "Competition".

Participants' personal data is processed in accordance with the laws applicable to the protection of personal data in France as well as with the laws applicable to the protection of personal data in the countries where this Competition takes place.

11.1. Object of treatment (purpose and legal basis)

Orange MEA and its subsidiaries in the countries concerned collect personal data when the Competition entry form is completed, and the application is submitted. For each national prize, Participants' data will be processed by the authorized Orange teams within the country where the Participant submitted their application and, for the Grand Prix, by the authorized teams in France.

The information collected is necessary for the following purposes:

- Take into account the Participant's entry in the Competition, manage the various stages of the organization of the Competition (receipt and analysis of the application, communication between Orange, its entities and Participants, etc.) and inform the Participant of any prize winnings. This purpose is based on Participant abiding by the Rules that were validated on entry. The personal data required is specified in the application documents as well as in the entry file.
- Perform statistics on the database without individual identification. This purpose is based on the legitimate interest of Orange MEA and its subsidiaries to improve the next editions of the competition.

11.2. Data categories

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

- Identification of the Competition candidate: last name, first name.
- Contact details: professional email, postal address, town, country and phone number.

The personal data required for your participation in the Competition to be taken into account are indicated in the registration form as well as in these Rules.

11.3. Recipients of data

The recipients of your personal data are:

- Orange MEA and the departments in charge of organizing the Competition at international level, located in France.
- The Orange entity of the country where you are located as well as the departments in charge of organizing the Competition at the local level.
- The designated partner to support the 10 finalists of the International Grand Prix and winner of the International Women's Prize. The latter acts as the data controller and as such will process the data in accordance with their own data protection policy.

11.4. Data retention period

Participants' personal data will be kept for the duration of the Competition. As regards the winners, their personal data will be kept for a period of 18 months from the date of submission of their application.

After the retention periods indicated above, the data will be deleted or made anonymous.

11.5. Your rights:

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

data.

To exercise these rights, or if you have any question about the processing of your personal data, you can:

- Either contact your local point of contact for the national phase of the Competition.
- Or contact Orange MEA via the “Contact us” form available on the application submission platform (<https://poesam.orange.com>) regarding the international phase of the Competition.

11.6. Personal data security

Technical and organizational measures are taken in accordance with the rules, standards, and guidelines of the Orange Group in terms of security and confidentiality, including when certain operations are carried out by third-party companies. These measures are appropriate with regards to the level of risk in each case. In addition, all Orange employees work in accordance with a vigilance policy that contributes to the security and confidentiality of personal data.

Article 12. Guarantees

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

Article 13. Agreement to the Regulations

Participation in the Competition equates to the unreserved agreement by

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

Participants shall indicate their acceptance of these Regulations and of the transfer of rights resulting from them by ticking the boxes provided for this purpose on the entry form when entering their application online.

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

Article 14. Responsibility of Participants

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

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

- not to defame, attack or violate the rights of third parties.
- not to infringe upon public order and decency (including crimes against humanity, inciting racial hatred, pornography, etc.).
- not to create a false identity or usurp the identity of a third party.
- not to reproduce and/or use the brand, company name, logo, or any distinctive symbol of a third party.
- not to infringe on the privacy and image rights of a third party.
- not to carry out a Project contrary to the interests of the Organizing

Company.

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

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

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

Article 15. Limit of liability for the Organizing Company

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

Consequently, the Organizing 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 Organizing 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 Organizing 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 Organizing Company reserves the right to remove any entry from the latter as of right, without the Participant being able to claim any recourse.

The following in particular shall be considered fraud:

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

Any fraud shall lead to the Participant being eliminated.

Article 16. Case of force majeure, extension reservation

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

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

Any Participant refusing the modification(s) made must withdraw from the Competition. No compensation may be requested by Participants.

Article 17. Proof convention

The Organizing 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 Organizing 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 Organizing Company may, in particular for the purpose of proving any action, event or omission, avail itself of computer programs, data, files, recordings, operations and other items (such as monitoring reports or other statements) in IT or electronic format or IT media, established, received or held directly or indirectly by the Organizing Company, including in the information systems.

Participants undertake not to contest the receivable nature, validity or probative force of the above-mentioned IT or electronic formats or media, on the basis of any legal provision whatsoever and which would specify that certain documents must be written or signed by the parties to constitute proof. Thus the elements considered constitute proof and, if they are produced as means of proof by Orange MEA in any dispute or other proceedings, they will be receivable, valid and enforceable between the parties in the same way, under the same conditions and with the same probative force as any document which may be established, received or preserved in writing.

Article 18. Applicable law and interpretation

The Regulations are exclusively governed by the law in France.

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

Protests will be receivable only within a one-week period after the publication of the results. No verbal request concerning the Competition will be replied to.

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

Article 19. Filing and consultation of the Rules

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

They can be viewed online and printed.

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