

## CHALLENGE RULES

### "AFD Digital Challenge 6th edition Culture and creativity: the digital way ”

#### ARTICLE 1 - DEFINITION

**Intellectual Property Rights:** means any patents, utility certificates, designs, models, copyrights, trademarks, database producers' rights and any other intellectual or industrial property rights of any kind, as well as patent applications or other titles.

**Existing Rights:** refers to all Intellectual Property Rights and know-how held by one of the Participants prior to the start date of the Challenge.

**Proprietary Rights:** means any Intellectual Property Rights or know-how developed or acquired by a Participant after the date of commencement of the Challenge, without the effective assistance of another Party, whether or not in the context of the Challenge.

**Selection Jury:** designates the jury composed of experts in African start-up ecosystems and specialists in the Cultural and Creative Industries sector in Africa. The members selected each year are represented by a variety of competent structures (institutions - companies - professional groups - training and research - support systems - civil society)

**Deliverables:** means the Participants' creations to be delivered to AFD and the Provider by the deadlines set out in the Rules.

**Organiser, Agence Française de Développement (AFD):** refers to AFD, a public institution registered in the Paris Trade and Companies Register under number B 775 665 599, whose registered office is located at 5, rue Roland Barthes 75012 Paris, which has defined the Programme's use case and mandates the Provider to organise and run the Challenge.

**Participant(s):** means the organisations participating in the Challenge.

**Provider or INCO.org:** refers to the association INCO.org, an association under the French law of 1901, whose head office is located at 3 boulevard Saint-Martin, registered under the SIRET number 822 879 904, represented by Nicolas Hazard, President, who is in charge of organising the competition, communicating about the competition and selecting the participants

**Challenge:** refers to the "AFD Digital Challenge".

**Rules:** this document.

**Results:** means any work (including software in its source code and object code versions), any creation, any invention, any specification, information, knowledge or process, or any product as well as any process resulting therefrom, whether or not it is likely to be protected by an Intellectual Property Right or whether or not it qualifies as know-how, developed by one or more Participants in the context of the Challenge.

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

The purpose of the Rules is to define the conditions and rules for participation in the Challenge. The Participant acknowledges that he/she is aware of and accepts that the proposed Challenge calls upon his/her sagacity, skill and ingenuity for tests of serious difficulty. The Challenge does not depend in any way, even partially, on chance and luck and cannot therefore be analysed or be compared to a lottery within the meaning of the Law of 21 May 1936 prohibiting lotteries.

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

Faced with increasingly complex social, economic and environmental challenges, AFD is stepping up its operations to support African countries in their development trajectory. This commitment is reflected in its strategy to support digital access and service initiatives that promote social inclusion, economic development and the protection of our planet. In this context, the AFD Digital Challenge rewards start-ups, associations and research centres that propose innovative solutions with an impact by promoting sustainable economic activity in line with environmental issues.

In 2018, AFD was given a new mandate to support cultural and creative industries, in line with its partnership approach. Since 2018, AFD has supported 28 projects in the CCI sector, concentrated on the African continent, mainly through grants. AFD aims to generate an economic impact through the development of CCI sectors and to encourage public authorities and donors to invest more in this sector. For this final edition, the theme chosen is cultural and creative industries (CCI).

This latest edition of the AFD Digital Challenge aims to support entrepreneurs who propose digital and technological innovations to accelerate the development of the CCI sector in Africa, through projects that create jobs, generate growth and bring about change.

The cultural and creative industries include the sectors of activity whose main purpose is the creation, development, production, reproduction, distribution or marketing of goods, services and activities with cultural, artistic and/or heritage content. The challenge will therefore reward solutions that fall within the sectors presented below and that respond to the following three issues

- a) The transformation and professionalisation of the modes of production and consumption of cultural and creative goods and services through digital technology**
- b) Enhancing the value of African cultural heritage and legacies through digital means**
- c) Promoting inclusive access to cultural and creative content via digital media**

The sectors concerned are the following:

**1. Cultural and natural heritage:**

Cultural heritage is defined as the legacy of physical artefacts (cultural goods) and intangible attributes of a group or society inherited from the past. It encompasses tangible heritage (movable, immovable and underwater), intangible cultural heritage (ICH) embedded in cultural and natural heritage artefacts, sites or monuments. This concerns museums, historic sites, archaeological sites, cultural landscapes and cultural heritage. These solutions could for example take the following forms:

- online ticketing platform allowing people to search, buy and use tickets for museums and tourist attractions
- project specialising in the development of immersive solutions to enhance heritage
- virtual museums

**2. Performing arts and festivities:**

The live entertainment industry refers to the industry that includes the promotion, presentation, performance and/or ticketing of concerts, theatrical presentations, family entertainment, festivals, conventions and/or any other live entertainment act or event. These solutions could for example take the following forms:

- networking platform serving as a springboard for emerging artists and producers
- streaming platform and digital media dedicated to theatre and performing arts
- digital platform to facilitate the management and marketing of performing arts events

**3. Visual arts and crafts:**

The visual arts are classified into several overlapping categories, each of which includes sub-disciplines such as painting, sculpture, ceramics, photography and videography. These solutions may take the following forms, for example:

- virtual galleries
- craft marketplace
- a visual art platform that optimises the way people discover, experience and collect art.
- online painting learning platform for young people

**4. Books and Press:**

Even today, books play an important role in mass communication, sending, receiving and exchanging information on a large scale. New technologies such as digital publishing and e-books & audiobooks have definitely changed the traditional business model of books. The

press is an essential pillar for society and the development of culture: it reports on major contemporary issues and provides information that shapes public attitudes and opinion, individual beliefs, while at the same time allowing for the refinement of a person's knowledge on a specific subject. These solutions may take the following forms, for example:

- platform for consulting and selling books online
- audiobook platform
- Digital media or magazines

#### **5. Audiovisual and interactive media:**

Audiovisual media are much more engaging and memorable message carriers than other forms of communication. This sector covers film, television, video games and other interactive media that refer to the way people share information and ideas through creative uses of technology. Examples of such solutions might include the following:

- podcast hosting platform
- online scriptwriting, production, distribution and talent management service for film and television
- collaborative platform facilitating the sharing of production materials
- web radio creation platform
- Video game production studios

#### **6. Design and creative services:**

A large part of the creative industries is the design and creative services sector. This sector is based on creative, innovative and talent-driven activities in the fields of art, media, fashion, advertising and design in the broadest sense. These solutions may take the following forms, for example:

- augmented reality tools for e-commerce platforms in the fashion sector
- fablabs for product designers
- digital platform for connecting graphic designers and potential clients

### **ARTICLE 4 - TERMS & CONDITIONS OF PARTICIPATION IN THE CHALLENGE**

**4.1. Organisations demonstrating the existence of a legal structure:** the Challenge is open to any structure established in one or more countries on the African continent for at least one year.

**4.2. Organisations proposing a digital and/or technological cultural and creative project in one of the six listed sectors and in relation to the following sub-themes**

- The transformation and professionalisation of the modes of production and consumption of cultural and creative goods and services
- Enhancing African cultural heritage and legacies
- Promoting inclusive access to cultural and creative content

**4.3. Organisation demonstrating the existence of a sustainable and autonomous economic model:** all entrepreneurial structures demonstrating an economic model and competitive activity (companies, cooperatives, etc.) will be eligible without discrimination. Applications from associations, NGOs and other non-profit organisations will only be considered eligible if they demonstrate a competitive activity and a clearly formalised economic model independent of public subsidies.

**4.4. Have a project in the seed or acceleration phase:**

Seed phase: The selected organisations must be in the seed phase, i.e. have a prototype and a first proof of concept marketed to a user base for their products/services. The objective of the prize is to bring the organisation to a viable business model. (Indicative annual turnover - €0 to €18,000).

Acceleration phase: Organisations have an established business model and user market. The objective of the award is to bring the organisation to scale on its services or geographical area (indicative annual turnover - €18,000 to €250,000/year).

**4.5. Submit a complete application file, in accordance with the provisions of these Rules:** Participation in the Challenge implies the submission by the Participants of Deliverables which must imperatively respond to the above-mentioned issue and comply with the rules of the Challenge, as prescribed in these Rules.

**4.6. Avoiding conflicts of interest:** Staff members of AFD and of companies or other entities involved in the implementation and/or promotion of the Challenge, as well as their family members, may not participate in the Challenge.

**4.7. Submitting a single entry:** Only one entry to the Challenge per Participant will be accepted.

**4.8. Non-compliance with the conditions of participation:** any Participant who does not comply with the conditions of this Article at the time of registration and at any time during the duration of the Challenge shall be, ipso jure and without prior notice, disqualified from the Challenge and may not be awarded any prize as defined in Article 13. In the event that a prize is awarded to a Participant who does not meet the conditions of participation at the time of registration or during the Challenge, the Organisers reserve the right to require the Participant to return and/or terminate the prize received or executed.

**ARTICLE 5 - CHALLENGE REGISTRATION AND ACCESS**

**5.1.** To register for the Challenge, the Participant must submit a duly completed **electronic application form** online. The electronic application form will be published on the website

<https://www.afddigitalchallenge.afd.fr/> on the launch date of the Challenge, as indicated in Article 6 of these Rules.

**5.2.** Any electronic application form containing inaccurate or incomplete information cannot be taken into account and will disqualify the Participant.

**5.3.** By sending the electronic application form, the Participant agrees to be contacted by e-mails sent by AFD or the Provider in connection with his/her participation in the Challenge.

## **ARTICLE 6 - DURATION OF THE CHALLENGE**

**6.1.** The Challenge will run from **17 January 2023 at 00:01 to 26 May 2023 at 23:59 (provisional date)**. All dates related to the application review phase (Article 8), the request for further study phase (Article 9), the examination of the further study files (Article 10) and the final selection phase (Article 11) are provisional and may be modified if operational requirements make it necessary. Applicants will be informed of any such changes in dates in advance.

**6.2.** Any date defined in the Rules is understood to be expressed in the Paris time zone (GMT +1).

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

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

**7.1.** The application phase will run **from 17 January 2023 at 00:01 to March 3rd 2023 at 23:59**

**7.2.** The Participant shall submit his/her application to the Challenge by means of the **electronic application form** accessible to the public on the website <https://www.afddigitalchallenge.afd.fr/> and described in Article 5 of these Rules. A Participant who has submitted a complete electronic application form will receive an e-mail confirming receipt of his/her application for the Challenge.

**7.3.** The electronic application form consists of two parts:

- **An administrative section**, covering the administrative and legal nature of the Participant (company name, date of creation, governance, etc.).
- **A project section**, focusing on the qualitative aspects of the entrepreneurial project put forward by the Participant in the framework of the Challenge (business purpose, turnover, description of the service/product, etc.).

**7.4.** Any electronic application form containing inaccurate or incomplete information cannot be taken into account and will result in the disqualification of the Participant.

**7.5.** Participants undertake to respond to any request for information or proof from the Organisers. The Challenge Organiser will only accept and take into account elements submitted by the Participants within the time limit and in compliance with the requirements of the Rules.

7.6. At the end of this application phase, the date of which is March 3rd 2023 at 23:59, no submission of the electronic application form will be accepted.

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

8.1. The application examination phase will take place from **March 5th 2023 at 00:01 to 24 March 2023 at 23:59**. These dates, as indicated in article 6.1, are provisional.

8.2. Within this period, the Provider will validate the admissibility of the applications on the basis of their compliance with the conditions set out in Article 4 of the Rules.

8.3. The Organiser and the Provider will then select the best 30 (thirty) entries for the further development phase according to the criteria and selection scale indicated in Article 9.2 of the Rules.

8.4. **At the** end of this application examination phase, which is scheduled for 17 March 2023, the 30 (thirty) Participants selected will be informed of their move to the in-depth phase by e-mail. This e-mail will allow them to access the electronic application form for further consideration, described in Article 9 of these Rules.

## **ARTICLE 9 - MODALITIES OF THE IN DEPTH PHASE**

9.1. The application phase will run from **27 March to 7 April 2023 at 23:59**. These dates, as indicated in Article 6.1 of these Rules, are provisional.

9.2. Within this time limit, the 30 Participants selected for the deepening phase shall complete and submit the **electronic deepening form**, which will have been communicated to them by e-mail at the time of the announcement of their pre-selection, as indicated in Article 8.4 of these Rules. The deadline for submission of the electronic application form is **7 April 2023 at 23:59**.

9.3. A Participant who has submitted an inaccurate or incomplete electronic entry form will receive a request for additional information or documents by e-mail. The additional information or documents must be submitted by return e-mail to the Organisers within 5 (five) working days from the sending of the e-mail requesting additional information or documents, within the limit of the period for submitting the electronic form for further information as specified in article 9.2 of these Rules.

9.4. The Participant who has submitted a complete electronic form will receive an e-mail informing him/her of the confirmation of his/her participation in the in-depth phase of the Challenge.

9.5. **The electronic extension form contains two parts:**

**1) A complementary administrative component, including:**

- a copy of the company's updated articles of association if they have changed since the submission of the Application Document
- an updated registration certificate in case of changes since the submission of the Application Document

- a copy of a (valid) document that is a true copy of the original document and allows identification:
  - of the natural person representing the applicant company (ID card, passport and proof of address),
  - of all individual shareholders holding shares directly or indirectly (capitalisation table, shareholders' registers, detailed organisation charts),
  - shareholders holding 20% or more, directly or indirectly, of the capital:
    - for individuals: valid national identity card or passport and proof of address.
    - if a legal entity: K-bis extract or articles of association certified by the executive body or equivalent for a foreign company, and a valid passport and proof of address of the legal representative of the legal entity.
    - if the applicant company is a subsidiary of a group: the organisation chart of the group allowing the identification of its natural or legal person shareholders, and the percentages of holdings.

**2) A complementary project component, including:**

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

**ARTICLE 10 - MODALITIES OF THE IN-DEPTH REVIEW APPLICATION PHASE**

**10.1.** The analysis phase of the in-depth files will take place from **10 to 28 April 19 2023 at 23:59**. These dates, as indicated in article 6.1, are provisional.

**10.2.** Within this period, the Provider will validate the admissibility of the in-depth files on the basis of their compliance with the conditions set out in Article 4 of the Rules.

**10.3.** The Organiser and the Provider will then choose the 20 (twenty) best entries for the final selection committee following the criteria and selection scale indicated in Article 13.2 of the Rules.

**10.4.** At the end of this analysis phase of the in-depth applications, which is scheduled for 19 April 2023, the 20 (twenty) Participants selected will be informed of their passage to the final selection committee by e-mail. These winners will then be invited to join a final selection committee.

**ARTICLE 11 - MODALITIES OF THE FINAL SELECTION PHASE**

**11.1.** The final selection phase will take place **from 28 April 2023 at 11.59pm to May 3rd 2023 at 11.59pm**. These dates, as indicated in article 6.1 of these Rules, are provisional.

**11.2.** During this phase, the Organisers and the Service Provider will select the ten (10) winners of the sixth edition of the AFD Digital Challenge in an online selection panel, based on the evaluation criteria set out in Article 13. The planned end date for the final selection phase is 28 April 2023 at 23:59 (subject to change). The 20 (twenty) participants in the final selection phase will be informed of the results on 19 May 2023 at 23:59 following a due diligence phase (subject to change).



## **ARTICLE 12 - CHARACTERISTICS OF DELIVERABLES**

**12.1.** The Deliverables must comply with the specifications set by the Organiser and the Provider in these Rules and communicated to the Participants in the electronic application form (described in Articles 5 and 7 of these Rules) and the electronic application form (described in Article 9 of these Rules).

**12.2** In the event of difficulties or impossibility of reading the Deliverable, it is the responsibility of the Participant concerned to remedy the situation before the deadline for submission of Deliverables for the current phase and at the latest within three (3) days from the date on which the Participant was informed of the incompatibility, impossibility or difficulty of reading. After this period, the Organiser reserves the right to disqualify the Participant in question. The Participants guarantee to AFD that the Deliverables consist solely of the Participant's creations. Contributions from third parties are not permitted and their production will result in the disqualification of the Participant concerned.

## **ARTICLE 13 - SELECTION PROCESS**

**13.1.** The Challenge is structured in 4 (four) consecutive phases:

- An implementation phase defined in Article 7;
- An examination phase of the application as defined in Article 8;
- An application phase in Article 9;
- A phase of analysis of the requests for further study defined in Article 10;
- A final selection phase defined in Article 11.

At the end of each phase, the Organiser and the Provider will check the compliance of the Deliverables and other requested elements with the requirements of the Rules and select the Participants authorised to apply for the next phase.

**13.2** The criteria for assessing applications remain the same from one phase to the next. The application is refined during the different phases:

### **Team /10**

The team is composed of diverse and complementary expertise with technical, commercial and administrative profiles.

#### **+1 bonus for teams led by women or with a significant number of women**

*Teams consisting of only one person will receive a score of 0.*

*Teams with all the essential profiles (technical, commercial, communication, administrative and financial) and at least 5 years of experience in each profile will receive the highest score.*

### **Feasibility and potential /15**

The innovation responds to a real local issue (relevance of the market study) and has a potential for scalability.

*Projects that have not been able to demonstrate proof of concept through market research and an initial expression of interest from their target market will receive a score of zero.*

*Projects in the seed phase that have verified their market research by signing the first contracts and have an annual turnover of more than €15,000 will receive the maximum score.*

*Projects in the acceleration phase that provide concrete evidence of their scaling strategy and have an annual turnover of more than €150,000 will receive the highest score.*

### **Innovation /10**

The digital or technology is at the heart of the project: software or hardware allowing to multiply the impact of the product/service. Maximum score for an original and innovative solution developed by the start-up. *Start-ups whose product is not a digital tool, service or equipment will be disqualified from the challenge.* *Start-ups whose digital tool, service or equipment demonstrates advanced technical skills, originality of the digital solution, and relevance to the problem to be solved will be awarded the maximum score.*

### **Impact /15**

The organisation must demonstrate a quantifiable impact or present a clear strategy for measuring the societal impact of the project. Examples of impact objectives could be: reducing the environmental impact of the project, inclusion of vulnerable populations, democratisation of a cultural good or service. *Start-ups that cannot quantitatively demonstrate the impact of their product or service will receive a score of zero.*

*The organisation must justify the implementation of its project with a detailed document or argument in relation to the stakeholders*

### **Need for support and funding /10**

The award will make a positive and concrete contribution to the development of the entrepreneurial project.

*Start-ups that do not justify the desired use of the financial reward and technical support either in their profile or in their expression of need will receive a score of zero.*

*Start-ups that justify the desired use of the financial reward and technical support in their profile and expression of need in a consistent manner will be awarded the maximum score.*

**13.3.** The Jury is sovereign and does not have to give reasons for its decisions. These decisions are not subject to appeal. The deliberations of the Jury are confidential.

## **ARTICLE 14 - AWARD**

### **14.1. Awards**

To be eligible for the Prize, Participants must accept and comply with the provisions of the Rules, submit all the required Deliverables and all the requested identification elements within the time limits. No Prize may be awarded to Participants who do not meet these prerequisites.

The ten (10) winners selected in the final selection phase will each receive a prize of up to €45,000.

The awarding of the prize will be conditional on the production of a provisional budget highlighting the costs that will be covered by the prize. AFD and the Provider will provide technical and strategic support to the winning companies in this process.

Each Participant acknowledges and agrees that the Prizes may not be contested in any way, nor may they be exchanged for their cash value.

Each Participant acknowledges and accepts that the Provider and the Organisers are only obliged to make available the Prize awarded to the successful Participants. Accordingly, all incidental costs relating to such Gifts or general costs associated with taking possession of such Gifts shall, unless otherwise provided for in the Rules, remain the responsibility of the successful Participants. No payment or reimbursement will be due in respect of the implementation or provision of the Prize.

In the event that a selected Participant fails to take possession of his/her Prize, for reasons beyond the control of the Organisers, within two (2) months of receiving the e-mail informing him/her of the availability of his/her Prize, the Organisers reserve the right to declare the Prize not awarded.

#### **14.2. Technical support**

In addition to the financial award and with regard to the results of the pre-selection phase, participants will benefit from a one-year support package tailored to the specific needs of the start-up: mentoring, networking, coaching, masterclass.

The endowment granted by AFD to the 10 (ten) winners will be implemented by a service provider chosen in advance. Under no circumstances will AFD provide a financial award as such. The prize offered by the Organisers will be subject to validation stages defined in advance with the winners.

The Organisers shall not be obliged to award the Prize to a winner whose elements provided for the identification and knowledge of the beneficiary are not deemed satisfactory.

#### **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 provides 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 above mentioned purposes.

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

The 10 (ten) winners will be eligible for reimbursement of expenses related to their participation in the official awards ceremony. The following costs will be eligible: airfare, VISA, lodging (2 nights), meals and travel.

All requests for reimbursement must be sent by e-mail to the following address: [henri@inco-group.co](mailto:henri@inco-group.co) and contain all invoices relating to expenses incurred, addressed to INCO.ORG. Any request for reimbursement received more than three weeks after the date of the award ceremony will be refused. The date of the award ceremony will be communicated later. A maximum reimbursement amount will be set according to the provenance of each winner.

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 postcode, 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 "INCO.ORG"

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://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://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 <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 in the Challenge implies to disclose personal data from the Participant's team members. AFD will be responsible for processing the data, for the purpose of organizing and ensuring 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 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 in 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 <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://www.afddigitalchallenge.afd.fr/> and <https://digital-africa.tech/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 in 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 <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: [henri@inco-group.co](mailto:henri@inco-group.co)

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 see 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.