

RULES AND REGULATIONS OF THE STARTUP CHALLENGE

« Grand Prix ACF AutoTech », powered by the ESSEC Automobile Club

Article 1 - ORGANIZATION

The Automobile Club de France, and the ESSEC Automobile Club, entity of the ESSEC Group graduate association, non-profit organizations (Law 1901), registered respectively at 6-8, place de la Concorde 75008 PARIS and 70 Rue Cortambert, 75016 PARIS, (hereinafter referred to separately as « the ACF » and «the EAC », “the Organizers” jointly), are organizing an annual Challenge called “**Grand Prix ACF AutoTech , powered by the ESSEC Automobile Club**” (hereinafter referred to as “the Challenge”)

Article 2 – AIMS

True to the values of its pioneers wishing to favour and encourage the development of the automotive industry in all its aspects and to reward achievements by granting Awards during events related to its non-profit activities, the Automobile Club de France supports startups which break new ground in their field and nourish it with their ideas and skills. The ESSEC Automobile Club shares the same values and views.

The main purpose behind the “Grand Prix ACF AutoTech” is to highlight the activities of the participating startups, allowing them to present their projects to the professionals of the field. This Challenge is also the opportunity to bring together several passionate entrepreneurs, giving them the chance to meet and share with the participating startups for their mutual benefit.

The Challenge grants two (2) awards and one (1) Mention:

- The 2020 « Grand Prix ACF AutoTech » is rewarded by a 25,000€ prize.
This award rewards a startup chosen by the jury in conformity with article 7 below, preferentially among the startups seeking to raise funds in Series A and above (over one (1) million euros).
- The 2020 “Prix Pionnier ACF” is rewarded by a 10,000€ prize.
This award rewards a startup chosen by the jury in conformity with article 7 below, preferentially among the youngest startups seeking to raise funds in Seed category (inferior to one (1) million euros).
- The “Mention GPACF GreenTech”.
This award rewards a startup chosen by the jury in conformity with article 7 below, among the six (6) finalist startups of the Challenge.
In a context of raised awareness regarding environment and climate, the Grand Prix ACF AutoTech seeks to highlight the ecological input brought forth by one of the Startups that reached the final stage of the Challenge with this special Mention.

Additionally to these awards, sponsors and partners are given the opportunity to grant other tailor-made rewards to the startups (financial and legal counseling, coaching in communication...). For each edition, specific information on this particular point shall be detailed on the Organizers’ website.

Article 3 –ENTRY REQUIREMENTS / EXCLUSIONS

This Challenge is open to all startups meeting the following requirements:

- Articles of incorporation must have been filed in France or abroad maximum ten (10) calendar years prior to the edition of the Challenge in which the candidate startup wishes to enter.
- Shareholding by one or all of its individual partners should at least account for 50% of the capital.
- A Service or tech development company can enter the Challenge if it applies its activity to the automotive product in its use, design, manufacturing or marketing.

(Hereinafter referred to as « **the Startup** » or « **the Startups** »)

This Grand Prix will be held in conditions meeting the requirements of non-discrimination and impartiality inherent to the aims of the Challenge. In this regard, any Startup meeting the entry requirements and wishing to enter can do so, except those in a situation of objective impartiality because of a partner or employee's direct family ties with one of the jury members. Should a shareholder or an employee of a participating Startup be a member of the Automobile Club de France or the ESSEC Automobile Club circles, this membership is neither considered a situation of objective impartiality nor an advantage detrimental to the other Startups as the members of the jury are committed to not taking this element into account.

Previous recipients of the "Prix Pionnier ACF" are allowed to enter the Challenge the following years, but only in the "Grand Prix ACF AutoTech" category (as long as they meet the entry requirements listed above). As a consequence, they shall no longer compete in the "Prix Pionnier ACF" category.

Furthermore, previous recipients of the "Grand Prix ACF AutoTech" award can no longer enter the Challenge; however the year following their award, and only that year, one of its partners is given the opportunity to be a jury member of the Challenge.

Article 4 – CALENDAR

For each different edition, the Challenge's Calendar including submission dates, date of selection of the finalists and date of the final will be published on the Organizers' websites (www.essecalumni.com, www.automobileclubdefrance.fr).

Article 5 –ENTRY TERMS AND CONDITIONS

To take part in the Challenge, each Startup must provide **–no later than the submission closing date specified in the Challenge's Calendar, without exception–** the following items, either in French or in English:

(i) a presentation of the Startup in nine (9) slides maximum, in PDF format, stating:

- An executive summary (including the award(s) for which it is entering);
- An exhaustive list of staff members and shareholders
- Its Product(s) or service(s)
- The problem (s) it solves;
- Its business-model;

- its market(s)
- its business competition;
- the development stage of the Startup;

(ii) the Curriculum Vitae of each partner of the Startup (on one (1) page only);

These items, collected under the sole responsibility of the Startups, must be sent to the following address: essecautomobile@gmail.com.

Any other submission modes shall be excluded. Any entry file provided with missing, false, incomplete, or illegible information, in another language than French or English or after the date and time specified in the Challenge’s Calendar, shall be considered null. It should be noted that information not disclosed for reasons of confidentiality shall not be considered ground for nullity.

Documents included in the entry file will not be returned nor disclosed by the Organizers.

To validate entries, the EAC reserves the right -with the participants’ prior agreement- to make all the necessary verifications concerning the identity and address of the Startups and of their shareholders, by requiring copies of certain documents attesting their identity and/or personal data:

- for Startups, as legal entities: a copy of their updated status and a copy of an RCS certificate (or equivalent) dating back less than 3 months;
- for partners and employees, as individuals: a copy of their identity document (ID card or passport).

If these entry terms are not met, the Startup shall be automatically disqualified.

Article 6 –JURY OF THE CHALLENGE

Additionally to the ACF President, the EAC President, the President of the ACF automotive commission and the President of the ACF Endowment Fund – the four (4) being *ex-officio* members of the jury- the jury will include professionals from the automotive sector and/or influential figures of the Startup sector (hereinafter “the Jury”).

The list of people composing the Jury of each edition of the Challenge will be published on the Challenge Organizers’ websites at the time of its launch.

Each member of the Jury will be asked to grade the candidate startups on the basis of the criteria listed in Article 7. For each criterion, the grade shall be between zero (0) and three (3), whole numbers only.

The vote of the public will count for one (1) member of the Jury. It shall grant twenty-one (21) points split between the “Grand Prix ACF AutoTech” and the “Prix Pionnier ACF”.

In practice, these additional points will be shared between the Startups according to the percentage of votes obtained by each one. These points shall be added to the total number already granted by the Jury.

The public shall make two separate votes for the “Grand Prix ACF AutoTech” and the “Prix Pionnier ACF”.

Example of public vote distribution:

Startup 1: 70%

Startup 2: 10%

Startup 3: 20%

In this example, an additional 70% of 21 points shall be awarded to Startup 1’s total amount of points, ie 14.7 points.

Article 7 - CHALLENGE PROCEDURE

Stage 1 – Selection: the Organizers select the finalists based on the content of their entry files.

Among the Startups entering in full respect of the conditions and Calendar set out in articles 1 to 5 of the present Rules and of the requirements stated on the Organizers’ website for each edition of the Challenge, the Organizers will select three (3) finalists per category (3 Startups for the “Grand Prix ACF AutoTech “ and 3 Startups for the “Prix Pionnier ACF”) on the basis of the seven (7) following criteria:

- originality of the idea;
- quality of the presentation;
- quality of the business model / positioning in relation to its business competition;
- development potential of the idea on a large scale,
- technical nature of the product or service;
- social impact;
- relevance of the award for the Startup.

After studying the entry files, the Organizers will announce the six (6) finalists three (3) weeks prior to the date of the final. All dates (designation of the final contenders and the final) will be indicated on the Challenge Organizers’ websites. The finalists shall receive a notifying invitation to the final.

Stage 2 – The final: pitch of the Startup finalists in front of the Jury

The Organizers shall present the Startup finalists to the previously stated Jury in the ACF headquarters. The Startup finalists will then introduce themselves and their activities to the Jury, who shall base their decision on:

- a five (5) minute pitch;
- a five (5) minute Q & A led by the Jury.

The Jury will determine the two (2) winners (1 Startup recipient of the “Grand Prix ACF AutoTech” and 1 Startup recipient of the “Prix Pionnier ACF”) at its discretion, provided it bases its decision on the seven (7) criteria previously stated in Stage 1.

The Jury will determine the recipient of the “Mention GPACF GreenTech” at its discretion, after a vote by a show of hands.

The Jury’s decision concerning the awarding of the “Grand Prix ACF AutoTech”, the “Prix Pionnier ACF” and the “Mention GPACF GreenTech” is final and cannot be appealed.

All Startup finalists will be allocated a stand allowing them to present their activities during the cocktail that will follow the project presentation at the ACF headquarters.

Article 8 – PRIZE DESIGNATION

The two (2) winning Startups, chosen according to the criteria defined in article 7 above, will be granted the “Grand Prix ACF AutoTech” or the “Prix Pionnier ACF” as defined in Article 2 of the present Rules and on the Organizers’ website.

The value of the prizes cannot be disputed in any way, regardless of the evolution of the amounts compared to those granted in previous editions.

Article 9 – PRIZE-GIVING CEREMONY

The prizes will be allotted to the winning Startups during a prize-giving ceremony, the date of which will be communicated on the websites of the Organizers.

For the distribution of each prize, the Organizers reserve the right to demand justification documents concerning the existence of the winning Startups (“Kbis” for instance) and to engage legal pursuits against anyone trying to commit fraud.

Any non-awarded prizes, due to lack of participation or impossibility to distribute to the winners, will not be put back into play.

In the case of exceptional or unforeseen circumstances, the Organizers reserve the right to modify the amount and/or the nature of the prize or to change the prize to one of same value.

Article 10 – LIABILITY AND MODIFICATIONS IN THE CHALLENGE

The Organizers cannot be held liable if, in case of *force majeure*, as defined by French case Law, or events beyond their control, they are forced to cancel the present event, shorten its duration, postpone it, modify it, prolong, interrupt it or cancel it without notice.

Would be considered as force majeure, any defectiveness in the internet network, problems of email delivery or loss, any sort of failure of one of the Challenge sponsors, any failure in the communication networks which could lead to delays in delivery, any destruction or degradation of data, or any other problems linked to telecommunication networks, online computers, servers, internet providers, software - this list not being exhaustive.

In the same way, the Organizers can not be held accountable for any problem concerning the prizes.

In case of *force majeure* or fortuitous event, including those linked to sponsors or unforeseen circumstances, the Organizers reserve the right to replace the prizes described in Articles 2 and 8 of the present Rules by a prize of equal value. The winning Startups will be informed of such changes.

The Organizers reserve the right to exclude anyone not fully respecting the present Rules.

Article 11 – ACCEPTANCE AND ACCESS TO THE RULES OF THE STARTUP CHALLENGE

These rules and regulations are available at the following URL addresses: www.essecalumni.com and www.automobileclubdefrance.fr.

They can be sent free of charge by email to any Startup upon written request to the Organizers. Only one request per Startup (same company name, same address) and per year shall be accepted during the duration of the Challenge.

All entries to the Challenge imply the full and complete, i.e. unconditional, acceptance of the present set of rules and regulations.

Anyone transgressing one or several of the articles of the present document will be deprived of the possibility to take part in the Challenge as well as of the prize which may have been awarded to them.

Article 12 – MODIFICATIONS AND CANCELLATION

In case of *force majeure* or fortuitous necessity appraised by the Organizers, necessary additions or modifications to the present set of rules can be brought during the course of the Challenge. These additions or modifications are enforceable and opposable to all participating Startups from the moment of their publication on the Organizers' websites.

The Organizers, in the same exceptional circumstances, reserve the right to cancel the Challenge.

Article 13 – LAW & JURISDICTION

French Law shall exclusively govern the present rules and regulations.

Any question concerning the validity, enforcement and/or interpretation of these rules and regulations should be submitted to the Organizers and settled according to the applicable French legislation.

Any dispute concerning the Challenge should be brought forth no later than thirty (30) days after the submission deadline.

If a disagreement concerning the enforcement and/or interpretation of the present rules and regulations were to preserve, in the absence of a amicable agreement, all disputes will be submitted to the competent Parisian jurisdictions.

Article 14 – IMAGE RIGHTS OF THE PARTICIPATING STARTUPS

The partners of the winning Startups accept in advance the possible use of their image, including their last names, first names, and awarded prizes, on any communication means related to the Challenge in France (except on the Internet, this media being international because of the nature of the media itself) for a period of 2(two) years, without the Startups being able to claim any sort of compensation. The winners' partners cannot claim any payment of any sort other than the awarded prize.

The Organizers reserve their right to use the images, pictures, videos shot during the final. The Startups participating in the Challenge accept in advance the possible publication, on any media or communication means related to the Challenge in France (except on the Internet, this media being international because of the nature of the media itself) for a period of 2(two) years, without being able to claim any sort of compensation.

Article 15 – USE OF THE PARTICIPANTS' PERSONAL DATA

In the context of the Challenge, all participants are asked to provide personal data to the Organizers. The processing of this data is necessary for the Organizers in order to manage Challenge entries and to contact the winners.

This processing is done in conformity with the regulation applicable to the protection of personal data, particularly the Law of January 6th 1978 concerning Information Technology, Data Files and Civil Liberties as modified, and the European General Data Protection Regulation of April 14th 2016 (hereinafter "the rules and regulation applicable to the protection of personal data"),

The personal data of the participant is electronically archived by the Organizers during the legal terms of conservation and limitation. They are not meant to be transferred outside of the European Union. This data is solely meant for the Organizers, and if need be, their partners in conformity with the rules and regulation applicable to the protection of personal data.

The Startups can exercise their rights on their personal data at any time (access, correction, erasing, opposition, treatment limitation and portability) by writing at the addresses mentioned in article 1, and, when necessary, enclosing an identity document.