

COMPETITION RULES, TERMS AND CONDITIONS

Any User who wishes to use the Studyka.com website or upload files to the website, must first accept the following Competition Rules, Terms and Conditions.

The Studyka.com website is the property of Studyka, a simplified joint-stock company with capital of €47,062, registered with the Paris Trade and Commercial Register under number 530 774 439, having its registered office at 5 Rue des Suisses, 75014, Paris, France (hereafter known as "**Studyka**").

All Users hereby confirm that they are duly authorised and fit to agree to be bound by these Competition Rules, Terms and Conditions. Dependent minors hereby confirm that they have the authorisation of their legal guardians.

ARTICLE I - DEFINITIONS

These Competition Rules, Terms and Conditions contain a number of common nouns which appear with an initial capital letter. These common nouns shall have the meaning outlined in this paragraph (Definitions).

These definitions shall also apply to the foreword above.

The term "**Brief**" refers to the specifications issued by the Partner Company. This document contains information such as the deadline, details of the grant, the Partner Company's requirements and the legal provisions.

The term "**Challenge**" refers to any call for tenders commissioned by a Partner Company. Users register for the Challenge in teams and submit their response in the form of Deliverables. Each Challenge is governed by a set of Special Rules, detailing the rules which apply to the Challenge in question.

The term "**Community**" refers to all Users of the Studyka.com website.

The term "**Competition**" refers to any business competition intended for students which is advertised by Studyka. Each Competition is governed by a set of Special Rules, detailing the rules which apply to the Competition in question.

The term "**Partner Company**" refers to any company that submits a Challenge, a Competition or a Mission to Users.

The term "**Deliverables**" refers to the documents Uploaded by the Users in response to the Challenges, Competitions and Missions.

The term "**Mission**" refers to any call for tenders commissioned by a Partner Company. Users apply and, if selected by the Partner Company, as required to carry out the Mission. Each Mission is governed by a set of Special Rules, detailing the rules which apply to the Mission in question.

The term "**Competition Rules, Terms and Conditions**", or "**CRTCs**", refers to this document.

The term "**Special Rules**" refers to the document containing all applicable rules for a given Challenge, Competition or Mission and accepted by the User prior to his/her participation in said Challenge, Competition or Mission. The Special Rules shall apply in addition to the rules contained in these Competition Rules, Terms and Conditions. In the event of a discrepancy between the provisions of these two documents, the Special Rules shall prevail.

The term "**Service**" refers to the service offered by Studyka via its website and described in Article V of this document.

The term "**Upload**" refers to the action by which a User uploads an electronic file to the hosting entity of the Studyka.com website.

The term "**User**" refers to an internet user who has opened and uses an active account at the Studyka.com website in order to participate in the Challenges.

ARTICLE II – PURPOSE

The purpose of these Competition Rules, Terms and Conditions is to set out the rights and obligations of Users of the Studyka.com website.

Before registering on the website and benefiting from the Service offered by Studyka, all Users must accept these Competition Rules, Terms and Conditions, without reservation and subject to the conditions of Article III herein.

Each subsequent use of the Service offered by Studyka following the User's registration implies the User's continued acceptance of these Competition Rules, Terms and Conditions.

In the event that the User does not accept these Competition Rules, Terms and Condition, or wishes to withdraw his/her acceptance thereof, he/she must stop using the website and the Service offered by Studyka.

ARTICLE III – ACCEPTANCE OF THE CRTCs

In order to accept these Competition Rules, Terms and Conditions, the User must tick the box next to the following statement:

"I have read and accept without any reservation the Competition Rules, Terms and Conditions of Studyka.com".

The User hereby recognises that, by ticking the above-mentioned box, he/she agrees to be contractually bound to abide by the CRTCs.

Studyka hereby informs Users that they should read the CRTCs carefully and in full before accepting them without reservation, or before refusing to abide by them in their entirety.

The CRTCs are available in PDF format on the Studyka.com website. Users or potential Users may read and refer to them at any time.

ARTICLE IV – MODIFICATION OF THE CRTCs

Studyka reserves the right, subject to the deadlines permitted by law, to modify the CRTCs at any time without prior warning and without notifying Users.

Studyka shall, however, make a reasonable attempt to notify Users of changes to this document by e-mail.

Where the CRTCs are modified, all amended terms shall come into force once they have been published on the website.

Each use of the website shall therefore be governed by the CRTCs that apply at the time of use.

ARTICLE V – DESCRIPTION OF THE SERVICE

Studyka.com is an intermediation service between Partner Companies looking for innovative recommendations and talented potential recruits, and Users who are ready to submit their Deliverables.

As such, the Partner Company uses the Studyka.com website to submit Challenges, Competitions and Missions by publishing the associated Brief, details of the grant offered to the winners, and the deadline by which the Deliverables must be sent.

Once the deadline has passed, the Partner Company analyses all the Deliverables and decides, at its sole discretion and in line with its own criteria, the winner(s) of the call for tenders.

These criteria focus exclusively on the Users' abilities, i.e. their acumen, capabilities and capacity for innovation. Under no circumstances shall decisions be made at random.

The Partner Company shall have sole discretion and exclusive power to rank the entrants.

Elimination shall not be considered harmful or damaging.

As the grants are awarded as part of a Challenge or Competition, they should not, under any circumstances, be considered guaranteed. Any gain must be seen as a possibility rather than a guarantee.

Studyka.com is a website and, as such, may be accessed from anywhere in the world via an Internet connection. Each User is responsible for ensuring that these CRTCs comply with the laws of the country in which he/she is

located when connecting to the website. In the event that they are found to be incompatible, the User must stop using the Studyka.com website.

ARTICLE VI – MODIFICATION OF THE SERVICE

Studyka reserves the right to modify, suspend or terminate the Service at any time.

Any such modification, suspension or termination may be conducted without warning, without prior notification, and without any compensation being due.

ARTICLE VII – USER ACCOUNT CREATION

The User must have a user account in order to submit a Deliverable as part of his/her entry in a Challenge, Competition or Mission.

In order to open an account, the User must accept these CRTCs without reservation, as described in Article III herein.

The User shall also be required to provide the following information when opening an account:

- (i) a valid e-mail address
- (ii) a username
- (iii) a password
- (iv) his/her surname and first name
- (v) his/her gender
- (vi) his/her date of birth
- (vii) his/her course, school name and location of the school
- (viii) his/her country.

The User may modify this information at any time. Whenever the User changes his/her address, username or password, he/she must accept the CRTCs again.

Details of which items of information are mandatory, and which are public, are displayed on the website.

The User's username is publicly viewable. As such, the User must select a generally acceptable name which does not contain any pornographic elements and which does not incite violence or racial hatred. Failure to comply with this requirement shall result in the suspension of the User's account, without warning, until an alternative username that complies with the above-mentioned obligation is selected.

Each User shall have a unique e-mail address and username, and shall use their own personal password.

The User must not disclose his/her password to any third party. The User hereby agrees to inform Studyka, by e-mail to contact@studyka.com, if his/her account has been used in an unauthorised manner or if his/her password or username has been lost, stolen or disclosed without authorisation.

The User hereby agrees to ensure that all personal information relating to him/her is correct, up-to-date and complete. Studyka shall have the right to close the User's account in the event that information about him/her is found to be inaccurate, invalid or incomplete.

The User may cancel his/her registration at any time by e-mailing Studyka at the following address: contact@studyka.com.

All information mentioned in this Article is collected and processed automatically, subject to the provisions of French law no. 78-17 of 6 January 1978. Studyka shall have sole discretion to determine the means and purposes of data collection and processing activities, and shall be responsible for such activities as required by law.

This information is collected and processed in order:

- that Studyka may act as an intermediary between the Partner Companies that submit Challenges, Competitions and Missions, and the Users interested in these offers
- to identify, communicate with, and store exchanges with the User
- that Studyka or a third party may conduct anonymous market research.

The recipients of personal information collected by Studyka are Studyka and the Partner Companies.

Pursuant to the provisions of French law no. 78-17 of 6 January 1978, the User is hereby informed that all personal information collection and processing activities conducted by Studyka are subject to a declaration to the French Data Protection Authority (CNIL), in exchange for which receipt number 1495245 was issued.

As such, Studyka is committed to protecting all personal information which it collects and processes and to abiding by the confidentiality requirements of the French law of 6 January 1978.

Pursuant to the provisions of Articles 38, 39 and 40 of French law no. 78-17 of 6 January 1978, the individuals concerned have the right, at any time, to:

- object to the collection or processing of personal information by Studyka
- object to the disclosure of the information to third parties
- access all personal information relating to them collected and processed by Studyka
- correct, update and delete personal information relating to them collected and processed by Studyka.

In order to exercise their rights as outlined in French law no. 78-17 of 6 January 1978, the individuals concerned must send a letter, by recorded, signed-for post, clearly indicating their identity and the subject of their request, to:

Studyka
5 Rue des Suisses
75014, Paris, France.

ARTICLE VIII – PUBLICATION OF THE DELIVERABLES

In order to Upload a Deliverable in response to a Challenge, Competition or Mission, the User must have a user account, created in line with the provisions of Article III herein, must have accepted the CRTCs without reservation and must comply with the Special Rules that apply to the Challenge, Competition or Mission concerned.

The required delivery format of the Deliverable (e.g. JPEG, PNG, PDF, etc.) shall differ for each Challenge, Competition or Mission; the required format shall be specified in the Brief provided by the Partner Company.

The User is obliged to comply with the requested format; failure to meet this requirement shall result in rejection of the Deliverable.

A single copy of the Deliverable shall be submitted; the User shall retain the original of his/her Deliverable.

Deliverables submitted by Users in response to a Challenge, Competition or Mission shall either be hidden (i.e. they are not visible on the website and are known only to the Partner Company and the Studyka administrator until the results are published) or public, at the discretion of the Partner Company. Deliverables shall be hidden by default, unless stipulated otherwise in the relevant Special Rules.

ARTICLE IX - COMMUNICATION

By default, the User shall receive e-mails from Studyka when:

- (i) a new Challenge, Competition or Mission that matches the User's educational background is opened on Studyka.com
- (ii) a registered Studyka.com member sends the User a message
- (iii) a Studyka.com member wishes to invite the User to join his/her team
- (iv) a Studyka.com member wishes to join the team of which the User is captain
- (v) a Studyka.com member leaves one of the teams of which the User is captain
- (vi) a Studyka.com member has accepted the invitation to join the team of which the User is captain
- (vii) the User has been accepted onto a team.

The User is able to edit his/her notification e-mail preferences in the settings section of his/her profile.

ARTICLE X – USER'S GUARANTEE

The User hereby agrees to ensure that all content of a Deliverable that he/she Uploads to Studyka.com shall comply with the applicable laws and regulations.

In particular, the User hereby agrees that the content of his/her Deliverable, irrespective of its nature or form:

- Shall not constitute an apology for crimes against humanity, war crimes, Nazism, or any other crimes or offences, nor shall it constitute a denial of the existence of recognised war crimes or genocides or an offence against human dignity
- Shall not be violent, pornographic or paedophilic in nature, nor may it in any way harm minors or, more generally speaking, represent an affront to public order or common decency
- Shall not incite discrimination, hatred or violence against any person or group of people because of their origin, gender, marital status, physical appearance, family name, health, disability, genetic characteristics, customs, sexual orientation (actual or alleged), age, political opinions, trade union activities, ethnic background (actual or alleged), nationality, race or religious views
- Shall not be racist or xenophobic, shall not deny the Holocaust, and shall not damage the honour or reputation of any other person
- Shall not be defamatory, abusive, dishonest or slanderous towards any third party, either an individual or a corporate entity
- Shall not constitute an act of forgery, unfair competition or free-riding
- Shall not harm the private life or the right of personal portrayal of any other person
- Shall not contain viruses, worms, Trojan horses, or any electronic file or program designed to interrupt, destroy or limit the functionalities of any computer or computing network linked directly or indirectly to the activities of Studyka
- Shall not enable a third party to procure, either directly or indirectly, pirated software, software designed to commit acts of piracy and intrusion into computing and telecommunications systems, viruses and logic bombs and, in general terms, any software or other element that may enable a third party to infringe the rights of others and the security of people and goods
- Shall not violate the principle of secrecy of correspondence.

Furthermore, the User hereby agrees to ensure that all information communicated in his/her Deliverable is as correct, reliable and complete as possible.

The User hereby declares that he/she is the owner or authorised user of the intellectual property contained within his/her Deliverable and, as such:

- That he/she is not obliged to transfer his/her rights relating to the content of the Deliverable to a third party due to the existence of a working relationship or contract of employment with an employer, or due to any contractual relationship with any third party
- That he/she has obtained the prior, written authorisation of his/her employer or co-contracting party before submitting his/her Deliverable, where the User is bound by a contract of employment or working relationship that would prevent him/her from transferring his/her rights relating to the content of the Deliverable.

The User hereby declares that the content of the Deliverable does not contravene the guarantees described in this Article; this declaration shall apply both at the moment that the Deliverable is Uploaded, and throughout the entire duration of its availability on the Studyka.com website.

As such, the User hereby agrees to renew this guarantee to Studyka on each occasion that he/she Uploads a Deliverable to Studyka.com.

Studyka reserves the right to withdraw or suspend access to any content likely to contravene applicable laws or regulations, or that contravenes the guarantees given under the terms of this Article.

ARTICLE XI – INTELLECTUAL PROPERTY

Specific provisions governing intellectual property with respect to the Deliverables can be found in the Special Rules.

The Special Rules shall prevail over the CRTC's on intellectual property matters.

ARTICLE XII – ACCOUNT SUSPENSION

In the event that a User directly or indirectly violates the CRTC's, Studyka reserves the right to temporarily or permanently suspend said User's personal account at any time.

This right shall be exercised on a discretionary basis and without warning or compensation.

ARTICLE XIII – DISCLAIMER

Studyka may not, under any circumstances, be held liable for:

- the content of the Deliverable hosted on its website
- the use of the Deliverable, even where such use is inappropriate or fraudulent
- the User's failure to win a Challenge, Competition or Mission
- damage caused to the User that is attributable to the Partner Companies
- any indirect damage such as financial loss, loss of business or damage to reputation that the User may suffer or which a third party blames on the User
- the content of websites accessible via hypertext links posted by Users, or of advertising websites which are promoted via links on the website
- problems that the User may encounter when attempting to (i) publish his/her Deliverable, (ii) view or Upload his/her Deliverable, or (iii) log into the website.

ARTICLE XIV – FORCE MAJEURE

Neither party shall be held liable in the event that it is unable to meet its obligations on time, in full or at all, where such inability is due to a case of "force majeure", as defined by French case law, or due to circumstances beyond its control (hereafter known as "Force Majeure").

The events on the following, non-exhaustive list are considered cases of Force Majeure: government action, war (declared or otherwise), terrorism, invasion, rebellion, embargo, vandalism, total or partial strike involving employees external to the parties, labour relations conflict external to the parties, civil unrest, inclement weather, natural disaster, fire, epidemic, transport or supply blockade (especially energy), failure in the supply of electricity, heating, air conditioning, telecommunications networks, data transfer, failure of satellites.

In the event that a case of Force Majeure occurs, both parties shall be suspended from their requirement to fulfil their respective obligations.

ARTICLE XV - TERMINATION

Once the CRTCs between Studyka and the User have come into effect, Studyka shall have the right to terminate this contract, either partially or in its entirety, in the following cases:

- Where the User fails to meet one of his/her obligations as defined in these CRTCs, and fails to remedy this situation no later than eight (8) days after receipt of an e-mail or recorded letter informing the User of said failure
- In the event that administration or bankruptcy proceedings are initiated against the User, subject to the legal and regulatory provisions in force and, in particular, to the capacity of the User's agent to demand execution of the contract.

The User shall have the right to terminate these CRTCs at any time by sending notification to this effect, by e-mail, to Studyka. Any such termination shall be effective three (3) months after submission of the termination request as detailed in this clause.

Irrespective of the party that initiates any such termination request, Studyka shall retain the right to hold information and data concerning the User, pursuant to the legal provisions concerning the retention timeframe for such data.

ARTICLE XIV - COOKIES

The Studyka.com website may install the following cookies on your computer:

- [Identification cookie] designed to identify the User and simplify his/her access to the website
- [Customisation cookie] designed to customise the User interface
- [Language cookie] designed to store the User's language and time zone preferences
- [Affiliate cookie] designed to identify the User's origin on our affiliate and partner websites.

A cookie is a file installed on your computer, which stores information about your browsing history for the purposes described above.

This information is stored for six months; it is not used for any purpose other than those mentioned, nor transferred to third parties.

Please note that you can adjust your browser settings to receive cookie alerts, block the installation of cookies and delete existing cookies. Studyka recommends that you consult the help section of your browser for more information.

Pursuant to the provisions of Articles 38, 39 and 40 of French law no. 78-17 of 6 January 1978, you are hereby informed that you have the right, at any time, to:

- object to the installation of these cookies and to the collection and processing of the personal information that they contain
- access all personal information collected by these cookies
- correct, update and delete personal information collected by these cookies.

In order to exercise these rights, you must send a letter, by recorded, signed-for post, clearly indicating your identity and the subject of your request, to:

Studyka
5 Rue des Suisses
75014, Paris, France.

ARTICLE XVII - MISCELLANEOUS

The contracting parties shall remain independent. No subordination relationship shall exist between the parties signatory to this contract.

The decision by either party not to exercise any of its rights as set out herein shall not constitute renunciation of said party's authorisation to exercise this right on a future occasion; any such renunciation may only be made through an express written declaration from the party concerned.

In the event that one or more of the clause(s) of these CRTCs is/are judged invalid by the courts, all other clauses shall remain in force and the clause(s) judged invalid shall be replaced by (a) clause(s) that is/are as similar as legally possible to the clause(s) judged invalid.

ARTICLE XVIII – GOVERNING LAW

These Competition Rules, Terms and Conditions are governed by French law.

ARTICLE XIX – PRIOR MEDIATION

In the event that difficulties arise in the execution of this contract, the parties hereby agree to make every effort to solve any such dispute through amicable mediation prior to attempting to terminate or cancel the contract, or resorting to legal proceedings.

The party that intends to initiate such a mediation procedure must notify the other party thereof via recorded, signed-for post, clearly indicating the party's intentions and specifying the reasons for its actions.

The parties hereby agree that the services outlined in the CRTCs shall continue during the dispute resolution process.

Where the parties fail to reach an agreement within fifteen (15) days of receipt of the recorded letter, the parties shall be free to act as they see fit.

* *

