EDF Pulse Awards Grand Est 2018 Terms and Conditions

ARTICLE 1 – The Organiser

ELECTRICITE DE FRANCE, hereinafter referred to as ‘EDF’ or ‘the Organiser’, a société anonyme (limited company) with capital of 1,505,133,838 euros, having its head office at 22-30 avenue de Wagram, 75382 Paris Cedex 08, France, listed on the Corporate and Trade Register of Paris under number 552 081 317, giving as its address for service EDF Délégation Régionale Grand Est, 1 rue Henriette Gallé Grimm, TSA 70001, 54015 NANCY Cedex, represented by its Regional Representative, Mr Didier VAUCOIS, is organising the ‘EDF Pulse Awards Grand Est’ (hereinafter referred to as ‘the Awards’) from 21 November 2018 to 27 June 2019.

ARTICLE 2 – Background and aim

EDF, one of the world’s leading energy companies, is developing innovative solutions for a low-carbon energy mix, and strives for frugal and efficient electricity consumption. In line with its actions in this regard, EDF has launched the ‘EDF Pulse’ programme to support innovation within society and incentivise progress. For the EDF Group, supporting start-ups is a fundamental step that allows EDF to be involved in the latest developments in the energy sector and related activities in order to further the process of energy transition.

The competition entitled ‘EDF Pulse Grand Est’ is organised by the EDF Grand Est Regional Delegation. Its aim is to showcase innovation and support the development of start-ups, small innovative businesses in the Grand Est region and the countries it borders (Belgium, Germany, Luxembourg, Switzerland) and innovative public research laboratories. The projects that are considered to be the best will receive EDF support with their development, and the winners will receive €10,000 of prize money.

The 2018 ‘EDF Pulse Grand Est’ competition will select winners in the following three (3) categories:

- **Category 1 – ‘Industry of the future’**

This Award will be given to innovative solutions designed to optimise operational, economic, environmental and/or social performance in industrial energy-generating activities (nuclear, renewable, thermal, hydrogen) and/or electricity or energy grid management. Solutions may be based on new digital technology (smart sensors and objects, robotics, virtual reality, augmented reality, modelling, artificial intelligence, etc.). Innovation will play a key role in serving the industry of the future and ensuring it is flexible, connected, human and low-carbon.
• **Category 2 – ‘Innovative services for customers’**

This Award will be given to innovative products or services designed to improve the customer experience and to enhance the digital and energy services that are provided, both for private customers and for businesses. These innovations may be based on new digital technology (multichannel solutions, bots, virtual reality, AI, the IoT, etc.). Innovations in this category could focus on the implementation of solutions that help to simplify and optimise customer relations, improve the quality and performance of the service provided and of follow-up, and to develop new services in line with social changes. These innovations could address a specific issue experienced by crews on the Rhine or by visitors to industrial, cultural and educational sites.

• **Category 3 – ‘Innovative services for regions’**

This Award will be given to technological and digital solutions that contribute to the development of tomorrow’s cities and regions, ensuring that they are designed with people and the environment in mind, with the aim of supporting them in their energy transition and improving their residents’ quality of life. Innovations in this sector could focus on the implementation of decentralised smart energy systems within networks the size of buildings, districts or regions, low-carbon processes, and journey optimisation services (mobility, car-sharing, urban logistics) as well as new forms of civic solidarity.

**ARTICLE 3 – Entry conditions**

In order to take part, the project must correspond to one of the three (3) Award categories (see Article 2). In addition, it must meet all of the following criteria:

1. be the work of start-up, small business or public research laboratory (see Article 3.1);
2. be sponsored by or be the work of a legal entity of an innovative character (see Article 3.2);
3. meet the project maturity criteria set out in Article 3.3;
4. be submitted before the deadline and as part of a complete application (see Article 3.4);
5. not be subject to any third-party exclusivity contract governing the product or technology that forms the basis of the entry;
6. be presented in English or French.

3.1 Start-ups, small businesses or public research laboratories eligible to submit applications
In order to submit a project, a Project Leader (as defined in Article 5) must be a representative of a business or a public research laboratory that meets the characteristics set out below.

Participation in the EDF Pulse Awards Grand Est is open to:

- Small businesses (defined as businesses with fewer than 250 employees and whose annual turnover does not exceed €50 million or whose balance sheet total does not exceed €43 million for 2017):
  - that have already registered their articles of association or have committed to doing so before 31/12/2018, with their registered headquarters located in the Grand Est region or its neighbouring countries: Belgium, Germany, Luxembourg, and Switzerland;
  - that are independent of a group of more than 500 people;
- Public research laboratories headquartered in the Grand Est region.

3.2 Sponsorship – Innovative character

Project Leaders must be:

- sponsored by an expert from an area of innovation linked to the Category in which the project is being submitted or by an innovation support body;
- or
- must meet one of the following criteria:
  - Has legal or tax status demonstrating the innovative character of the company project (e.g.: Young Innovative Company (*Jeune Entreprise Innovante*), Young University Company (*Jeune Entreprise Universitaire*), etc.)
  - Has been certified or given an award by a regional or national body (e.g. Competitiveness Cluster certification, winner of a competition, etc.);
  - Has been selected by an innovation park or by an incubator or accelerator of regional, national or international renown;
  - Has received a grant or funding from a body that confirms the innovative character of the project (for example, grants from European bodies, the BPI, etc.).

EDF may request proof from Project Leaders in order to allow the Organiser to ensure that they meet one of the criteria listed above.

3.3 Project maturity

For the three (3) competition categories, ‘Industry of the future’, ‘Innovative services for Customers’ and ‘Innovative services for Regions’, the project must:

- be ready to be marketed by the 1st half of 2019 at the latest;
- or
- have a model, prototype or demonstrator in place at the time the application is submitted.

Project Leaders must submit with their application any proof that allows the Organiser to ensure that they meet one of the criteria listed above.

3.4 Submission of application forms
To take part in the Awards, Project Leaders must fill in an application form by visiting www.edf.fr/pulse-grand-est. They may only submit a single project across all categories. All documents to be provided by applicants will be specified in the application form, which must be filled out on the aforementioned website. Registration will be open from 21 November 2018 and will close on 15 February 2019 at midnight.

When submitting their application, participants will receive an electronic confirmation notifying them that their application request has been received. They will be informed of the approval status of their application within three (3) weeks of the date on which the acknowledgement of receipt was sent (see Article 5.1).

Application forms that are incomplete or are sent after the aforementioned closing date will not be taken into account.

ARTICLE 4 – Selection criteria

Subject to falling within one of the 3 categories set out in Article 2, received projects will be assessed based on the following selection criteria:

- Ease of understanding of the innovation,
- The progress offered at the individual and/or collective level,
- The original and distinctive character of the innovation,
- The economic viability of the project (potential market, business model, etc.),
- The quality and complementary nature of the team (expertise, teaching skills, leadership, etc.),
- The clarity, precision and conciseness of the application,
- The Organiser’s ability to contribute to the project’s development,
- The expected impact of the EDF Pulse Awards Grand Est on the project

Assessments based on these criteria will take place at various stages of the selection process, as specified in Article 5.

ARTICLE 5 – Selection process

Participants who submit a project that complies with the entry conditions within the timeframes specified and via the application site (see Article 3) are referred to as ‘Project Leaders’.

Those whose projects are accepted by the Organiser are referred to as ‘Candidates’.

Candidates whose projects are selected by the internal panel to be presented to the Grand Jury are referred to as ‘Nominees’.

Nominees (1 in each category) whose projects are chosen by the Grand Jury are referred to as ‘Winners’.
5.1 Analysis and approval of applications by a selection committee

Application forms will be assessed as they are received and in order of receipt by a selection committee whose members are appointed by the Organiser. The selection committee will check that each application complies with the entry conditions, and will then assess it based on the selection criteria given in Article 4. It will then decide whether to approve the application, and will inform the Project Leader of its decision. Candidates may be required to provide additional information and/or proof in order for projects to be assessed more accurately. The selection committee’s decision is final and no justification for its decisions will be given to Project Leaders whose projects are not selected. The selection committee cannot be held liable for inaccuracies in the information provided by Candidates in their application form and used during the selection process.

5.2 Selection of Nominees by the internal panel

Based on the additional elements received, an internal panel formed of EDF Group employees in the Grand Est region will choose 9 to 12 Nominees (3 to 4 per category) from the Candidates to be presented to the Grand Jury. The internal panel will inform Candidates of its decision. An article on each of the Nominees will be published online at www.edf.fr/pulse-grand-est. These articles will be submitted to the relevant Nominee for their prior approval. In the absence of a response in the 5 calendar days following the submission of the article, the Nominee will be deemed to have approved the article. The internal panel’s decision is final and no justification for its decisions will be given to Candidates who are not chosen as Nominees.

5.3 Selection of Winners by the Grand Jury

The Grand Jury, chaired by EDF’s Grand Est Regional Representative and formed of EDF directors and local stakeholders from the Grand Est region, will meet by 27 June 2019 at the latest to receive Nominees for an oral presentation. Nominees undertake to ensure their availability for this event, the date of which will be communicated to them as soon as possible. Nominees will be responsible for the costs of travelling to this meeting and will not be able to request reimbursement or compensation of any kind for the costs arising from this journey. During this presentation, each member of the Grand Jury will assess each Nominee’s application based on the selection criteria given in Article 4. Nominees’ presentations may be filmed by the Organiser for later use for promotional purposes. The Grand Jury’s decision regarding the selection of the 3 Winners, 1 in each category, is final. The Grand Jury will inform Nominees of its decision. The Grand Jury’s decision is final and no justification for its decisions will be given to Nominees who are not chosen as Winners.
ARTICLE 6 – Award ceremony

The EDF Pulse Awards Grand Est will be awarded at a ceremony chaired by the EDF Grand Est Regional Representative and held on 27 June 2019. Winners (1 per category) undertake to ensure their availability for this event, the date of which will be communicated to them as soon as possible. Each Winner must be represented at the ceremony by at least one of its representatives. Winners will be responsible for the costs of travelling to this event and will not be able to request reimbursement or compensation of any kind for the costs arising from this journey. Each Winner must prepare a presentation on their organisation and their project for the EDF Pulse Awards Grand Est prize ceremony. The award ceremony may be filmed and may be broadcast or rebroadcast online, in particular on social media. Each Winner will receive an ‘EDF Pulse Awards Grand Est’ prize specific to their category. Prizes are not transferable. They cannot give rise to any dispute of any kind, nor can prizes be exchanged or reimbursed for any reason whatsoever. As such, no correspondence will be entered into regarding disputes of any kind. If a Winner is unwilling or unable to take possession of their prize, they will have no right to compensation.

ARTICLE 7 – Schedule

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ARTICLE 8 – Prize money and visibility

All Candidate projects may be listed on the following site: www.edf.fr/pulse-grand-est. Nominated projects will be the subject of an article published online on www.edf.fr/pulse-grand-est. EDF will not be held liable for any inaccuracies in published information taken from Candidates’ applications and statements. Some Nominated projects may receive support from the Organiser to develop and/or trial the solution or technology proposed in the Nominated Project in the Grand Est region. In this case, the Organiser will propose a specific partnership agreement. All Nominated projects will be invited to the Award Ceremony. They will travel to the ceremony at their own expense and will not be able to request reimbursement or compensation of any kind for the costs arising from this journey. Each Winning project will receive prize money of €10,000 excl. tax (ten thousand euros exclusive of tax) from EDF to contribute to the development of the project. The prize money
will be paid to the Winner’s organisation by bank transfer or by cheque. This prize money is not subject to VAT.
Each Winning project will benefit from the publicity put in place by EDF at the conclusion of the award ceremony as well as invitations from EDF to take part in events within and outside the Group (forums, conferences, etc.) that allow them to present their project and expand their network.
It is stipulated that EDF’s commitments to Project Leaders are strictly limited to the commitments expressly stated in these terms and conditions.

ARTICLE 9 – Confidentiality and Intellectual Property

9.1 Intellectual Property rights to projects

All intellectual and industrial property rights linked to the implementation of projects remain the property of the Project Leaders in question. The Project Leader certifies that he or she holds the intellectual and industrial property rights or, failing this, holds all the necessary authorisations regarding all the intellectual and industrial property rights linked to the project in question. He or she guarantees the Organiser against all claims from any third party regarding any intellectual and industrial property rights linked to the submitted project and against any financial consequences thereof, for which they undertake to take full personal responsibility.
The Project Leader certifies that he/she is not subject to any obligations regarding his/her project and the various creations to which it is linked that could limit its participation in the Awards.
In no case will the Organiser be held liable if a project reproduces protected works in part or in whole.
Participation in the Awards cannot be construed as granting the Organiser or persons appointed by the Organiser any authorisation or right whatsoever to an industrial or commercial use licence for the aforementioned intellectual and industrial property rights. However, the Organiser will have the right to communicate regarding the projects as provided for below (see Article 9.4).
It is stipulated that this competition does not constitute a commitment on the part of EDF to acquire Project Leaders’ projects, nor to enter into a contract for the provision of services with Project Leaders at a later date.

9.2 Use of the EDF and EDF Pulse brands

Candidates may include on their website a link to the website www.edf.fr/pulse-grand-est and use in all media the EDF Pulse Grand Est names in written and non-graphical form. This permission is granted until 30 June 2020, subject to such communication being related to the EDF Pulse Awards Grand Est.
Only Nominees who have received specific written permission from EDF setting out the approved conditions of use may use the EDF Pulse brands and logos in graphical form.

9.3 Confidentiality
Project Leaders may specify in their application which components of their application are confidential and for the exclusive use of the selection committee, the panel and the Grand Jury (hereinafter referred to as ‘Confidential Information’). The Organiser guarantees that this information will remain confidential. However, the Project Leader cannot request that all components of their application be kept confidential.

The Organiser and persons appointed by the Organiser, in particular members of the selection committee, internal panel and Grand Jury, undertake to treat as confidential any Confidential Information; such information will not be shared without Project Leaders’ prior written agreement.

However, the Organiser is authorised:
- to communicate to the press and to publish on www.edf.fr/pulse-grand-est the name of the project, an image depicting it, and the name of the Candidates, Nominees and Winners.
- to make public the essential and non-confidential components of the submitted projects without compensation of any kind.

Each Project Leader is solely responsible for assessing whether it is appropriate to protect their Confidential Information and for determining the relevant protection methods.

9.4 Handling of personal data

The collection of personal data from Project Leaders as part of the Awards is necessary for applications to be considered.

The personal data collected will be subject to data processing in accordance with the French data protection act of 6 January 1978 as amended. The primary purpose of this processing is to manage contacts and application forms as part of the Awards governed by these terms and conditions.

The recipients of this data are the Organiser and persons appointed by the Organiser. Pursuant to articles 38 et seq. of this law, all Project Leaders have the right to access and correct their personal data and the right to limit the processing of their data, to data portability and to have their data deleted, and can also object on legitimate grounds to the processing of their personal data by informing the Organiser in writing at the following address:

EDF Pulse Awards Grand Est 2018
EDF - Grand Est Regional Delegation
1 rue Henriette Gallé Grimm, TSA 70001, 54015 NANCY Cedex, FRANCE

The personal data collected will be stored for a maximum of 3 years. Upon the expiry of this storage period, the Organiser undertakes to delete all of the collected and processed data, including data contained in application forms from Project Leaders that were not selected for the remainder of the competition.

The Organiser will take all precautions necessary and implement all measures necessary to ensure the protection of personal data in accordance with the French data protection act,

9.5 Authorisation to use the images and voices of Candidates and Candidates’ representatives and to use project presentations.

By entering the competition, each Candidate gives advance approval for the Organiser to use, free of charge, the name of their organisation and information about their project via any type of internal or external communication media, without this use giving rise to rights other than those explicitly stated in these terms and conditions.

Each member of a team whose project becomes a Candidate/Nominee/Winner agrees to allow the Organiser, or any person it appoints, to photograph, film, record and use their image, voice and comments, as well as non-confidential components of their project presentation in accordance with Article 9.3, via any type of media during reporting, filming and/or interviews carried out during the preparation of the Awards, the promotion of the Awards, and the EDF Pulse Awards Grand Est award ceremony, free of charge.

Each Candidate/Nominee/Winner authorises, free of charge, the Organiser, or any person appointed by it, to photograph and/or film the project presentations and to display, broadcast and use these images as part of preparations for the Awards, the promotion of the Awards, and the EDF Pulse Awards Grand Est award ceremony.

The resulting images and interviews will be used exclusively as part of internal and external communications by the Organiser or any EDF Group company, at a national or international level, to meet training or promotional needs or to inform the public of its activities.

This authorisation includes the right to represent, have represented, reproduce and have reproduced, in whole or in part, the Candidate’s photographs and films that are identified as non-confidential in accordance with Article 9.3, either by the Organiser directly, or via any person appointed by the Organiser, by all technical methods and processes hitherto known or unknown, including but not limited to the print, audiovisual and online press and across all media and formats, and to broadcast them in keeping with the Organiser’s internal and external communications requirements.

This authorisation also grants the Organiser, or any person it appoints, the right to use, reproduce or broadcast, in whole or in part, in all formats and in accordance with the aforementioned conditions, any comments made by the Candidate’s representative and the Candidate’s representative’s image as part of internal and external communications regarding the Awards by EDF or any EDF Group company.

This authorisation to use the image, voice and comments of the Candidate and the Candidate’s representative is valid for three (3) years from the date on which these terms and conditions are accepted.

ARTICLE 10 – Project Leaders’ obligations

Obligations of all Project Leaders
The act of participating in the ‘EDF Pulse Awards Grand Est’ implies complete and unreserved acceptance of these terms and conditions in their entirety, which constitute a contract between the Organiser and the Project Leader, and a solemn commitment to ensure the sincerity and truthfulness of the information provided.

These terms and conditions have been filed with:

Maître Pascal Harmand  
6 boulevard 2ème Régiment Aviation  
54000 Nancy, FRANCE

The terms and conditions can be viewed and downloaded from [www.edf.fr/pulse-grand-est](http://www.edf.fr/pulse-grand-est).

Candidates’ obligations

Candidates authorise the Organiser to share with the general public the name of their project and its non-confidential components. Candidates authorise the Organiser to use the images linked to the project, including their image.

Nominees’ obligations

In addition to Candidates’ obligations, Nominees undertake to:

- ensure they are available to meet the Organiser or one of the partners appointed by the Organiser for promotional measures (videos, photos, interviews, etc.) regarding their projects.
- ensure they are available on the day of the meeting of the Grand Jury to appoint the Winners.
- ensure they are represented by at least one of their representatives at the award ceremony and to prepare a presentation on their organisation and their project.
- authorise the Organiser or one of the partners appointed by the Organiser to produce, if necessary, a video clip introducing their project that can be shown at the award ceremony and a video recording of the pitch presentations given to the Jury for later use for promotional purposes.

Winners’ obligations

In addition to Candidates’ and Nominees’ obligations, Winners undertake to communicate details of the development of their project for 24 months following the date of the Award Ceremony.

ARTICLE 11 – Version of terms and conditions, applicable law and disputes

These terms and conditions are governed exclusively by French law. They are also available in French, and can be downloaded from [www.edf.fr/pulse-grand-est](http://www.edf.fr/pulse-grand-est).
Any disputes which may arise regarding the interpretation of these terms and conditions will be expressly submitted for appraisal by the Organiser, whose decision is final. In the event of any contradiction between the French and English versions of these terms and conditions, the French version will prevail in all circumstances.

ARTICLE 12 – Liability

No complaints regarding the decisions of the selection committee, internal panel or Grand Jury or regarding the Awards will be considered. Decisions cannot be appealed. Any other disputes will not be accepted after fifteen (15) calendar days from the date of the Award Ceremony.

The Organiser reserves the right to modify, postpone, extend or simply cancel the Awards, without such action granting Project Leaders any entitlement to any compensation in this regard. Additionally, the Organiser will in no case be held liable for any changes made to these terms and conditions for any reason whatsoever, even when notice is not given. Changes will be made available to Project Leaders on the following website: www.edf.fr/pulse-grand-est.

The Organiser will not be held liable in the event that one or more Project Leaders are unable to log on to the application site as a result of any technical fault or any problem linked to matters including but not limited to:

- network saturation,
- human or electrical error,
- malicious intrusion of any kind,
- the telephone connection,
- equipment or software,
- any software or equipment malfunctions,
- force majeure,
- disruptions that may affect the proper operation of the competition.

The Organiser reserves the right to request proof from Project Leaders of information mentioned in their application. Any inaccurate or false statements or fraud will result in the Project Leader’s disqualification; the outcomes of screening processes will prevail.

If an inaccurate or false statement or fraud is identified after the Award Ceremony and this relates to one of the three (3) Winners, the Organiser at its sole discretion may request the return of all or part of the prize money awarded. The Organiser also reserves the right to take legal action against anyone who has committed or attempted to commit fraud.

The Organiser will not be held liable in any way vis-à-vis Project Leaders for any fraud that they may potentially have committed. In the event that a Project Leader fails to comply with these terms and conditions, EDF reserves the option of rejecting ipso jure said application, without the Project Leader in question being able to make any claims whatsoever.