

TERMS AND CONDITIONS

2020 EDF PULSE INDIA

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ARTICLE 1 - THE ORGANISER

EDF HQ Singapore Pte Ltd, headquartered at 8 Temasek Boulevard, #08-03 Suntec Tower 3, Singapore 038988, referred to in this document as 'EDF' or 'the Organiser', and represented by its Director, is holding the 'EDF Pulse India' (hereafter referred to as the 'Start-up Awards') from 27 April 2020 to November 2020 included.

ARTICLE 2 - PURPOSE OF THE EDF PULSE INDIA

EDF, one the world's leading energy companies, develops innovative solutions for a low-carbon energy mix and strives for a more efficient electricity consumption. In furtherance of these objectives, EDF launched the 'EDF Pulse' contest to support innovation in society and boost environmental progress.

As part of EDF Pulse program, EDF Pulse India reward Indian start-ups innovating to further energy transition and new electric uses each year.

For the first Asian edition, Indian start-ups will present their innovative project in one of the three following categories:

- **SUSTAINABLE SMART LIVING**

Innovative products and services improving the standard of living while reducing the environmental impact towards CO₂ neutral and zero waste objectives.

- **RESILIENT SMART INFRASTRUCTURES**

Innovative products and services improving the operational performance of existing electrical assets infrastructure and reducing downtime by predictive maintenance including but not limited to: smart devices, IoT platforms, etc...

- **E-MOBILITY INFRASTRUCTURE**

Innovative products and services improving the e-mobility infrastructure value chain including charging and battery-swapping stations, EV system components such as electricity network, energy production and storage.

Three awards will be distributed to the winners of the 2020 EDF Pulse India.

The 3 jury awards, attributed by a jury of public figures after hearing the finalists' presentations, are defined as such:

- The 1st Jury Award
- The 2nd Jury Award
- The 3rd Jury Award

Up to 3 special mentions may also be attributed by the jury (cf. article 5.4). These will be awarded to finalists whose project deserves recognition for the progress initiated or its social or environmental impact. Said special mentions' wording will be chosen by the jury.

ARTICLE 3 - **CONDITIONS OF ENTRY AND ELIGIBILITY**

To be considered as eligible, a project must demonstrate the following criterias:

- Be presented by the founder and/or the Managing Director of a small business (its representative must have the authority to make corporate decisions) of an Indian early stage SME company (see article 3.1) with a complete application submitted in time (see article 3.2)
- Be innovative and use electricity,
- Answer a general interest issue, or contribute to the fight against global warming & climate change
- To match with at least one of the 3 categories of the EDF Pulse India (see article 2)
- Have a model or prototype before November 2020 to possibly be exhibited during the Awards Ceremony.

On top of the above criterias, the project must not contradict EDF's values.

Merely participating in the "EDF PULSE INDIA" implies a full and unconditional acceptance of the whole rules, which is a contract between the Organiser and the "Project Promoter" (being defined hereinafter), and a commitment to guarantee the sincerity and the accuracy of the information provided.

3.1 Corporate entities eligible to participate to the Start-up Award

Entry into the EDF Pulse India is restricted to all small businesses (start-up, micro company, SMEs):

- Created before 26/04/2020;
- With less than 500 people;
- Based in India (incorporated in India or having a subsidiary in India with local operational teams);
- Of which no corporate group of over 500 persons holds more than 50% of the capital or 50% of the voting rights; and
- Having raised less than USD 5 million.

3.2 Complete applications must be submitted on time to be examined

The person in charge of the application (creating the account on the EDGEBASE platform) is referred to as "**Project Promoter**".

To be eligible for the Awards, the Project Promoters must complete an application by visiting the website www.edf.fr/en/pulse/local-awards/india, and apply thanks to the partner platform EDGEBASE.

Project Promoters will have to create an account, which will give them access to the application form. The application form will enable them to prepare their file and submit it.

The application file should include a minimum of:

- The completed application form, submitted by 10th June 2020 including:
 - The organisation/company and its team (logo statement and narrative of the company)
 - The developed innovation, its market, corresponding business model, and growth perspectives
 - The state of development of the project: tests, prototypes, fundraising, business contact, supports and partners, prizes awarded, etc.

Registration will be closed on **10/06/2020** at 11:59pm **Paris Time**
The organiser has the right to close registration if there are over 400 applications before the above-mentioned date.

After they sent their application, Project Promoters will receive an electronic notice confirming receipt of their application. They might be asked to clarify details and/or to provide evidence on the file by the Organiser or its representative.

The Organiser reserves its right to refuse project if its file does not fulfil any of selection criteria.

Applications submitted with missing information or after the above-mentioned date will be disqualified. Any inaccurate or false statements, or fraud, may lead to the “Candidate” (being defined hereinafter) being disqualified.

ARTICLE 4 - **SELECTION CRITERIA**

The received projects will be evaluated based on the following selection criteria:

- ✓ *Innovative solution answering societal challenges ;*
- ✓ *Durable and viable business model ;*
- ✓ *Team quality (vision, complementarity, background diversity...) ; and*
- ✓ *Ecosystem connexion.*

These criteria will be examined at the different stages of the selection process and in this respect, we urge the Candidate to consult the article 5 of the present terms and conditions. EDF decides at its own discretion the rating for these subjective criteria.

ARTICLE 5 - **SELECTION PROCESS**

The projects having applied on the application platform and meeting the selection criteria of the EDF Pulse India (see Article 4) are referred to as “**Candidate or Candidates**”.

- The 30 teams whose projects have been selected by the jury are called “**Prefinalists**”.
- The 9 teams whose projects selected to be presented to the Grand Jury are called “**Finalists**”.
- The 3 teams whose projects have been selected by the Grand Jury are called “**Winners**”.

5.1 Analysis and approval of applications by selection committees

Each application received on the application website meeting with the selection criteria and conditions of entry will be considered as Candidates.

Each application file will be analysed by a “selection committee” made up of EDF group’s and external innovation experts, who will assess the said application based on the selection criteria mentioned in article 4.

EDF cannot be held responsible for the inaccuracy of the information used from applicant files used for this selection.

Candidates might be requested to answer additional questions from the Organiser, in order to assess projects more accurately.

5.2 Selection of 30 Prefinalists by an internal and external jury

Based on collected information and the “selection committee” analysis (see clause 5.1), **30 Prefinalists projects** (10 in each category) will be identified and will be granted visibility on EDF’s corporate website www.edf.fr/en/pulse/local-awards/india: each Candidate will have its name, possibly to display its corporate logo (provided it has been transmitted in the application form) and a link to its website or social media.

Prefinalists might be asked to clarify details and/or to provide evidence on the file by the Organiser or its representative.

5.3 Selection of 9 Finalists by the internal and external jury

Based on collected information and the “selection committee” analysis (see clause 5.1), a jury, composed of managers from EDF Group and external figures, will identify **9 Finalists projects** (3 in each category), which will be presented to the “Grand Jury”.

Finalist projects will be revealed publicly during the second jury event on September the 30th 2020.

5.4 Selection of 3 winners by the grand jury

A “Grand Jury”, chaired by a member from EDF Group’s senior management and with personalities will meet the Finalist in order to hear oral their presentations (referred to as “Pitch”)

To prepare for this, the Finalists will have to participate to online coaching and support, prior to the Grand Jury session.

Founders of each Finalist structure, or its Managing Director, will have to make themselves available for this online coaching and support.

Any transport and accommodation costs for one representative for each Finalist project will be borne by the Organiser, according to EDF HQ Singapore Travel Policy. Each Finalist shall strictly comply with EDF HQ Singapore Travel Policy.

Each member of the Grand Jury will judge the oral presentation, called "Pitch" from each Finalist, based on the selection criteria as mentioned in clause 4.

The Finalists' pitch may be videotaped for communication purposes.

The Grand Jury will be free to appoint 3 winners, all categories combined, and to award, among them, the 1st, 2nd and 3rd jury award.

The Grand Jury may also award up to 3 thematic mentions for finalist projects distinguished by the progress they offer, the societal or environmental impact of their solution.

ARTICLE 6 - THE AWARDS CEREMONY

The EDF Pulse India will be held during the Awards Ceremony, EDF's own event, which take place in November 2020 at the Embassy of France in India located at 2/50-E, Shantipath, Chanakyapuri - 110 021 New Delhi. The exact date and timing will be defined later.

The Finalist teams must be available for the event, scheduled in November. Each Finalist must be represented by at least one of its members and must present a model or prototype of their innovation during the Awards Ceremony.

The Organiser will take care of the travel and accommodation of one member of each team, according to EDF HQ Singapore Travel Policy.

The awards ceremony will be filmed and may be broadcast or re-broadcast online, in particular on social media.

Each winning team will receive a "2020 EDF Pulse India" trophy specific to their Award: "1st Jury Award", "2nd Jury Award", "3rd Jury Award".

The awards are non-transferrable. It may not be challenged in any way, nor exchanged or returned for any reason whatsoever. Consequently, no disputes of any sort will receive a reply. If a Winning Team does not want to claim its prize money or cannot, it will not be entitled to any compensation.

ARTICLE 7 - TIMELINE

Key stages	Schedule*
Submission of applications	From 27th April 2020, 00:01am Paris Time To 10th June 2020, 11:59pm Paris Time
Presentation of selected Candidates on EDF website (edf.fr)	June 2020
1 st jury: selection of the 30 "PreFinalist" projects	26 th June 2020
2 nd jury: selection of the 9 "Finalist" projects	30 th September 2020
Pitch before the Grand Jury in New Delhi: selection of 3 winners "1 st Award", "2 nd Award", "3 rd Award" and eventual "Special mentions" > Finalists attendance is mandatory	Day and hours November 2020
Finalists attendance at Awards Ceremony > Finalists attendance is mandatory	November 2020

* Dates are subject to change at any time.

ARTICLE 8 - PRIZE MONEY AND VISIBILITY

- **Each Prefinalist project** will be briefly presented on the website www.edf.fr/en/pulse/local-awards/india with the following elements, provided in the application form: company name, logo (if it has been transmitted in the application form), project name and link to the company's website or social media.

All of these projects will also benefit from visibility due to public communication campaigns around the EDF Pulse India (website, social networks).

EDF cannot be held responsible for the inaccuracy of the published information used for the candidate statements.

- **Each of the 9 Finalists** will have its own presentation page on www.edf.fr/en/pulse/local-awards/india, based on information given during the application process if not confidential: name of the company and project, logo, project description, founder verbatim, 2 to 3 pictures, link to the company's website or social media.

Each of the 9 finalists will be invited to take part in various events, which will be covered on www.edf.fr/en/pulse/local-awards/india (articles, photos, videos), or, for some of them, will be covered by EDF's media partners:

- Pitch before the Grand Jury in November 2020
- Attendance and exhibit during the Awards Ceremony in November in New Delhi.

- **The 3 Winners** will each receive:
 - USD 20,000 for the 1st Jury Award ;
 - USD 5,000 for the 2nd Jury Award ; and
 - USD 5,000 for the 3rd Jury Award.

The amount will contribute to the development of their projects. The amount will be paid by bank transfer or by cheque to the winning team's company.

They will also benefit from the communication campaign managed by EDF thanks to the marketing content produced during the Award ceremony.

They also may be referred to partners and invited by the EDF group to participate into in-house and external public relations events (forums, symposiums...) allowing the winners to present their projects and develop their business networks.

- **The eventual special mention recipients** will also benefit from a communication campaign led by EDF after the ceremony. They also may be referred to partners and invited by the EDF group to participate into in-house and external public relations events (forums, symposiums...) allowing the winners to present their projects and develop their business networks.

ARTICLE 9 - **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

9.1 Intellectual Property

- For the projects:

All intellectual and industrial property rights related to the delivery of projects submitted by the Candidates remain the property of the Project Promoters in question.

The Candidate hereby certifies that he is the sole and exclusive holder of all intellectual and industrial property rights or that he has the legal permission relating to all intellectual and industrial property rights used in connection with the project in question. The Candidate hereby keep harmless the Organiser against any claim lodged by any third party with regards to all intellectual and industrial property rights related to this project, as well as the financial consequences for which he hereby declares he shall assume full and complete responsibility.

The Candidate hereby certifies that he is not bound by any restrictive obligation relating to the project or any various creations that could restrict their eligibility to take part in to EDF Pulse India.

Under no circumstances may the Organiser be held liable should a project or its constituent parts include reproductions of IP registered works.

Entering the Awards may not be interpreted as granting to the Organiser and their representatives any permission or rights in terms of industrial or commercial use of the aforementioned confidential information. However, the Organiser will be entitled to communicate about the projects as stipulated below.

The Candidate shall assume all costs arising from the use of or incorporation in his Project of patented materials, equipment, software, devices or processes and shall keep harmless and indemnify the Organizer from and against all claims, suits, action of any nature and proceedings brought for or on account of infringement of any patent rights, design, trademark or other protected rights in respect of any materials, machine, plant, work, services, equipment or thing, used for or in connection with or incorporated in his Project and from and against all claims, demands, damages, costs, changes, and expenses whatsoever in respect thereof or in relation thereto,

- Use of the EDF and EDF Pulse brands:

The Candidates may include a link >>> www.edf.fr/en/pulse/local-awards/india on their website and use the names “EDF” and “EDF Pulse India” in written but not graphical form.

The graphical use of “EDF” and “EDF Pulse India” brands and logos shall be reserved to Candidates who have received a prior written authorization from EDF.

All Candidates are more than welcome to communicate about EDF Pulse India on social media by using #EDFPulse hashtag.

- Use of the Candidates' projects brands:

Each Candidate authorizes EDF to use for free its corporate brand, trademark, logo, corporate name and Candidates' projects presentation for in-house and external communication, on any media – including the internet (especially EDF Pulse India section on the website www.edf.fr/en/pulse) and social media - during the time of the contest and during 5 years after the end of the 2020 EDF Pulse India.

9.2 Confidentiality

The whole elements provided by the Candidates in their application file other than the ones mentioned above ('Use of the Candidates' projects brands') are confidential and for the sole use of the EDF Pulse India contest. The Organiser shall guarantee this confidentiality.

The Organiser, the people appointed by the Organiser, and in particular the members of the selections committee and those of the jury shall treat the information they receive for examination the projects as confidential. This information cannot be disclosed to any-third party without the prior written agreement of the Candidates.

Notwithstanding the above, the Organiser may:

- Communicate to the press and publish on www.edf.fr/en/pulse/local-awards/india, the following elements: the name of the project and the name of the organisation, country of incorporation, pictures of the project and the team, brand, logo, and a link to the organisation's corporate website or its social media.
- Make public, with the Candidate's consent, the essential and non-confidential features of the submitted projects, including a brief written description for publication purposes and without compensation of any kind.

Each Candidate is the sole judge of whether and how confidential information, intellectual and industrial property should be protected under applicable law.

9.3 Permission to use the images of candidate teams and to present their projects

Each member of the candidate teams grants the Organiser or any other person appointed by them, permission to use photos and videos as part of the EDF Pulse India application, on any media to promote the project and/or EDF Pulse India.

Each member of the Candidate teams grants the Organiser, or any other person appointed by them, permission to photograph, film or record them and use their image, voice, comments and the presentation of their project, in a non-confidential way, as set out in the above article 10.2, recorded in any format during reporting, filming and/or interviews carried out when preparing or promoting the awards, and at the EDF Pulse India Ceremony, for free.

Camera shots and interviews produced in this way shall be used solely as part of the internal and external communication of EDF or any company affiliated to EDF group, whether national or international, for the purposes of training, promotion or notifying the public about its activities.

This permission relates in particular to the right to represent or arrange for the representation of, to reproduce or arrange for the reproduction of, all or some of the photographs and films of the Candidate team, excluding confidential information (see article 10.2) whether directly by the Organiser, through any third party authorized by the Organiser, anywhere in the world, by any means and using any technical procedure known or unknown to date, particularly through print, broadcast or online news, on any media and in any format, and circulate them in both the commercial and non-commercial sectors, and the public and private sectors, for the purpose of public or domestic viewings.

This permission also allows the Organiser, or any other person they may appoint, the right to use, copy and circulate, in full or in part, on any media and according to the aforementioned conditions, any comments that may have been made by the representative of the Candidate team as part of EDF Group's internal and external communication about the Awards.

This permission to use images is valid for 5 years from the acceptance date of these terms and conditions.

ARTICLE 10 - **CANDIDATES' OBLIGATIONS**

10.1 Project promoters' obligations:

The project promoter shall not perform wrongful acts such as transmission, publication, online posting, or any content distribution and/or data of any kind that would be against applicable law or that will affect public order, EDF's rights or the rights of any third party.

Without being exhaustive, project promoters must comply with the following rules:

- To give accurate information during the application process on the website www.edf.fr/en/pulse/local-awards/india;
- To refrain from using a fake identity;
- To only create one account during the registration process;
- To strictly comply with the present terms and conditions;
- To not create, distribute, transmit, communicate or store in any way whatsoever content, information and/or data that is defamatory, insulting, derogatory, obscene, pornographic, paedophile, violent or encourages violence, that is of a political nature, racist, xenophobic, discriminatory and, more generally, any information or data that contradicts public order or morality;
- To respect the intellectual property rights relating to content on the EDF Pulse websites, as well as the intellectual property rights of all third parties;
- To not divert or attempt to divert the features on the application site from its normal use;
- To not divert or attempt to divert the voting campaign, notably by using softwares/automated voting robots;
- To not release content, information or data of any kind that is not factually correct;
- To respect the privacy of other users and, more generally, do not infringe on their rights;
- To not use EDF Pulse sites in the view to send unsolicited emails (public or private).

10.2 Candidates' obligations

All Candidates shall:

- grant the Organiser permission to communicate the project's title and essential characteristics to the general public as defined in Article 9 of the terms and conditions;
- grant the Organiser permission to use the images attached to the project, particularly the images of the Candidates; and
- commit to being available, if need be, to answer additional questions to better assess the project, its team, or its competitors.

10.3 Finalists' obligations

All Finalists shall:

- commit to being available so that the Organiser, or one of its appointed partners, can create communication tools (videos, photos, interviews) regarding the projects. These communication tools may be used generally for communication about EDF Pulse India;
- be available for the following events, as defined in the article 5 of the terms and conditions:
 - Pitch before the grand jury in November 2020 in New Delhi
 - Awards ceremony in November 2020 in New Delhi

The availability for Pitch item engages the founder, or at least the Managing Director of the Finalist project;

- grant the Organiser permission to take a video of the presentation “pitches” before the jury for later use in communication;
- have a model or prototype, or even the finished product if possible, before November 2020 to possibly be exhibited within Awards Ceremony.

10.4 Winners and mention recipients' obligations

All winners and mention recipients shall:

- have a model or prototype, or even the finished product if possible, before November 2020 to possibly be exhibited within Awards Ceremony;
- be available to exhibit during the awards ceremony in November in New Delhi;
- be available for up to 5 days for the 12 months following the awards ceremony to ensure the promotion of the EDF Pulse India within EDF as well as externally upon the Organiser request;
- provide the Organiser with information about the project's development within 24 months after the awards ceremony, upon first demand.

ARTICLE 11 - **RESPONSABILITIES AND LIMITS**

11.1 Access to the application site

EDF cannot be held liable if one or more project promoters are unable to access to the application website because of technical failures or any problem related included but not limited to:

- Network traffic;
- Human or electrical error;
- Tampering of any kind;
- Telephone connection;
- Any hardware or software malfunctions; and/or
- An event of force majeure.

11.2 Fraud

The Organiser reserves the right to request any proof supporting the information collected during the application process from the Candidates. **Any false or inaccurate statements, and/or any fraud, will lead to the disqualification of the Candidate;** the checking or screening processes conducted by the various Awards officials shall be considered as final and conclusive.

If such statements are materially incorrect or fraud are discovered after the Award Ceremony, and concern one of the 3 winners, the Organiser may at its sole discretion, request the full reimbursement of the monetary prize. **EDF also reserves the right to initiate legal action against anyone alleged to have performed or have attempted to perform a fraud.**

EDF cannot be held liable in any way with respect to project promoters for any fraud they may have performed and the Candidate shall keep harmless and indemnify EDF and its affiliates in this respect.

If a Candidate fails to adhere to the terms and conditions, EDF reserves the right to disqualify them without the Project Promoter being able to claim any reimbursement whatsoever.

ARTICLE 12 - **APPLICABLE LAW AND DISPUTES**

Singaporean laws shall exclusively govern these terms and conditions.

Any dispute that may occur regarding the interpretation of these rules shall be expressly submitted to EDF, who will make the final decision.

No claims relating to the Awards, EDF Pulse India and/or the present terms and conditions can be lodged fifteen (15) days after the Awards Ceremony.

EDF reserves the right to modify, postpone, extend, or simply cancel the Awards, without any of the Candidates being entitled to any sort of compensation as a result. The Organiser may in no way be held liable should the rules be amended for any reason, even if no notice is given. Project promoters shall be notified of any changes via the website and the amended terms and conditions will automatically replace the old ones.

By participating to the selection process of the Start-up Awards, any candidate certifies that he has read and understood the present Terms and Conditions and in this respect, he intends to be legally bound by the said terms and conditions.

They can be viewed and downloaded at www.edf.fr/en/pulse/local-awards/india.