



EUSPM 2019 Public Vote - Contest rules

This year 570 European startups applied to EUSPM and agreed to follow the selection process organized in several levels of selection: 1.among the applications, selection of 150 top companies who filled the registration form. 2.among the 150 top companies, selection of 50 top companies who have submitted the second level form prepared by the company “Early Metrics”.

A Facebook vote will now be organized by EUSP in order to allow the public to choose one company which will be a part of the 10 winners.

Article 1. The Organizing Company

EUSPM (European Startup Prize for mobility), registered office: 26 rue Boileau 75016 Paris, Association law 1901 register under identification RNA : W751241204 at the Paris prefecture – SIRET number : 843 847 773 00010, duly represented for the purposes herein by Karima Delli, president, (hereinafter referred to as "the Organizing Company" or "EUSPM") organizes from 28th of February to 25th of March 2019 a competition with no obligation to purchase entitled " EUSPM 2019 Public Vote " (hereinafter referred to as" the contest ").

Article 2. Participants

The Contest is open to any adult according to the laws applicable in his country of residence, and residing in the European Union who applied to the 2019 edition of EUSPM and has been selected by the jury.

However, employees and administrators of the Organising Company and their families (spouse, partner bound by a PACS, descendants) are excluded from any participation in this Contest and from the benefit of any endowment, whether directly or indirectly, of any person having contributed to the organisation of this Contest. Participation is strictly personal, and the participant may not play on behalf of other persons. The participation is attached to a single person who can alone claim the prizes offered.

The Organising Company reserves the right to carry out all necessary verifications concerning the identity, postal and/or electronic address of the participants, which each participant expressly accepts.

Any participant who does not meet these conditions or refuses to justify them will be excluded from the Contest and from the benefit of any grant.

Article 3. Modality of participation

3.1 - Contest Information:

This contest is in no way sponsored, endorsed or administered by, or associated with Facebook.

The competition begins on 28th of February at midnight, Paris time, France, and closes on the 25th of March 2019 at 17.59, Paris time, France.

The Contest will be announced and will take place on EUSPM Facebook page: <https://www.facebook.com/EuStartupPrize/>.

The rules can be consulted throughout the duration of the Contest on EUSPM website: <https://startupprize.eu/>

3.2 – How to enter:

Participants may enter the competition by submitting their application on the following website: <https://www.f6s.com/eustartups/apply> and uploading a video in the right format.

After the selection process, 50 videos from the eligible entries will be selected by the jury and uploaded on EUSPM Facebook page: <https://www.facebook.com/pg/EuStartupPrize/videos/> in one batch on the 28th of February.

3.3 - Validation of participation

The following validation conditions must be respected:

- participants must respect all applicable rules of French law, in particular those relating to defamation, morality, privacy, counterfeiting and public order in general. For example, the content must not violate a person's human dignity, privacy or reputation.
- the publication must not have any political or religious connotation;

Any publication containing any anomaly or not complying with all the conditions described in these rules will be considered null and void and will not be subject to public voting.

Article 4. Designation of winners

One (1) winner will be selected by the Organizing Body on the 25th of March 2019 at 17.59, Paris time, France. on the basis of a popular vote on EUSPM Facebook page: <https://www.facebook.com/pg/EuStartupPrize/videos/> using the “like”, “love”, “haha” or “wow” function by Facebook logged-in users.

In fairness to all participants, the organising company will not promote any publication and the purchase of likes or fake Facebook accounts may be considered fraud and will result in the cancellation of his participation in the Contest and the impossibility of winning the prizes put into the Contest. EUSPM reserves the final rights of decisions in the case of misconduct.

In the event of a tie, the winner will be chosen by the organizing body.

The winner will be announced at the latest on the 29th of March by a post on EUSPM social media channels.

Article 5. Dotation

The winner will be awarded:

1. A tour of European cities during major events in the mobility sector (destinations can be changed):
 - European New Mobilities Summit (11 April 2019)
 - Vivatech in Paris (16 and 17 May 2019)
 - ITS European Congress in Brainport (3 and 4 June 2019)
 - New Mobility World Congress in Frankfurt (12 and 13 September 2019)
 - Smart City Congress in Barcelona (19 and 20 November 2019)

For each of these events, the winner will be offered two entries, a stand, a pitching opportunity, a workshop with mobility experts. In addition, the EU Prize staff will help the winner to organize meetings with relevant leaders in his field (politicians, VCs or companies).

The winner will be reimbursed 200 euros per person (maximum) for two people per company (maximum) for the fees and expenses incurred.

1. A ranking by Carbone 4 allowing them to assess the carbon impact of their company, which is a valuable metric in order to find investors or clients. If the winner is also selected in the TOP4 by the jury he will be awarded (in addition to the above) :
2. Two months of dedicated coaching coordinated by BCG composed of:
 - a detailed outside-in analysis,
 - access to large potential clients and partners,
 - business advices by Via ID,
 - legal mentoring by Parallel Avocats (France) or Grimaldi Studio Legale (Europe), which will be integrated in BCG's process (ie. participation to the identification and explanation of the legal framework and issues).

The winner is committed to attend every step of the European tour and mentoring event organized by the EU Prize. He also commits to publicly communicate on the EU Prize.

Under no circumstances may this lot be contested, nor may it be the subject of a request for financial consideration (in whole or in part), exchange or take-back.

Article 6. Application of the Regulation

Participation in the Contest implies full and unreserved acceptance of these rules, in their entirety, which has the value of a contract between the Organising Company and the participant.

If one or more provisions of these rules are declared null and void or inapplicable, the other clauses shall remain in full force and effect.

Any practical difficulties of interpretation or application thereof shall be decided by the Organising Company.

Any request concerning the interpretation or application of the rules, concerning the modalities and mechanisms of the Contest, should only be addressed in writing to: European Startup Prize for mobility - 26 rue Boileau 75016 Paris, France

The participant certifies that he/she meets all the conditions of these rules to participate in the Contest. Any non-compliance with one of the conditions of the present rules will result in the cancellation of his participation in the Contest and the impossibility of winning the prizes put into the Contest.

The Organising Company reserves the right to check and inspect every votes in the public voting.

Article 7: limitation of liability of the organising Company

7.1. Amendment of this Regulation

The Organising Company reserves the right to modify, extend, shorten, suspend or cancel the Contest without prior notice in the event of force majeure or events beyond its control, in particular - but not limited to - foreign causes or fortuitous events within the meaning of French civil law.

Any amendments to these Contest Rules shall be considered as amendments to these Rules and shall form an integral part thereof. Amendments to these full Rules shall be deemed accepted by the Participants on the same terms as the original or previously amended version of these full Rules.

EUSPM cannot be held liable under any circumstances.

7.2. Responsibility

Under no circumstances may the Organising Company be held liable for the prize it awards, in particular for any damage of any kind that the winner may suffer as a result of the use of his prize, whether directly or indirectly attributable to him.

For example, the Organising Company may not, under any circumstances, be held directly or indirectly liable in the following cases:

- in case of failure of the message announcing the prize, in particular due to an error in the receipt of the message by the Facebook account used by the participant.

7.3. Constraints linked to the telephone and/or Internet network

Participation in the Contest implies knowledge and acceptance of the characteristics and limits of the telephone and Internet network, in particular with regard to its functional characteristics and technical performance, the risks of interruption and, more generally, the risks inherent in any connection and transmission over the Internet, the absence of protection of certain data against possible misappropriation and the risks of contamination by any viruses circulating on the network, for which the Organising Company cannot be held liable.

Consequently, EUSPM cannot under any circumstances be held liable, without this list being exhaustive:

1. the transmission and/or reception of any data and/or information on the Internet;
2. any malfunction of the Internet network that prevents the proper operation of the Contest;
3. failure of any receiving equipment or communication lines;
4. loss of any electronic mail and, more generally, loss of any data;
5. routing problems ;
6. the operation of any software;
7. the consequences of any virus, computer bug, anomaly, technical failure ;
8. any damage caused to a Participant's computer;
9. any technical, hardware or software failure of any kind that prevented or limited the possibility of participating in the Contest or damaged a Participant's system;
10. the malfunction of the prizes distributed as part of the Contest, and any direct and/or indirect damage they may cause.

It is specified that the Organising Company cannot be held liable for any direct or indirect damage resulting from an interruption or malfunction of any kind for any reason whatsoever, or for any direct damage resulting, in any way, from a connection to the Internet pages developed as part of this Contest.

It is the responsibility of each Participant to take all appropriate measures to protect its own data and/or software stored on its computer equipment against any breach. Participants' participation in the Contest is under their sole responsibility.

7.4 Fraudulent Conduct

The Organising Company reserves the right to exclude permanently from the Contest any person who, by his fraudulent behaviour, would harm the smooth running of the Contest. It may cancel all or part of the Contest if it appears that fraud has occurred either during the course of the contest on the Internet or when determining the winner.

Generally speaking, it is prohibited, by any means whatsoever, to modify or attempt to modify the features of the proposed Contest, in particular in order to change the results or any element determining the outcome of the Contest and the winners of the Contest, either by human intervention, or by intervention of a robot, an automaton or automatic tweets sending software.

Any attempt at multiple entries by the same person or any other fraud or attempted fraud of any nature whatsoever will result in the participant's final exclusion, the immediate cancellation of any winnings potentially obtained during the Contest and may result in prosecution.

In this case, the Organising Company reserves the right not to award the prizes to the fraudsters and/or to prosecute the perpetrators before the competent courts. However, it shall not incur any liability of any kind vis-à-vis the Participants as a result of any fraud committed.

Article 8. Industrial and intellectual property

The reproduction, representation or exploitation of all or part of the elements of the Contest is strictly prohibited. The coordinates (first name, postal address, bank details) of the winners will not be used except within the framework of the contest for the sending of the endowment in particular.

Article 9. Personal data

Each participant is informed that the indication of his name, first name, email address and postal address is essential to receive the won prize.

The data collected will be subject to automated processing by EUSPM, processing manager, for the sole purpose of the Contest and its management, in accordance with applicable laws.

They will be kept for the duration of the Contest until the lots are dispatched. Participants are informed that they have a right of opposition, access and rectification with the Digital service of European Startup Prize for mobility - 26 rue Boileau 75016 Paris, France, before the 25th April 2019.

The participant can consult EUSPM's privacy policy on the website <https://startupprize.eu/>

Article 10. Applicable law

The Contest and these Rules are subject to French law and the jurisdiction of the French courts.