

RULES FOR THE MATCHING UP PROGRAMME BY BOUYGUES UK & PARTNERS

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ARTICLE 1 - DEFINITIONS

Bouygues Construction Group refers to BOUYGUES Construction S.A. register number Versailles 572 015 246 at 1 Avenue Eugene, Freyssinet 78280 GUYANCOURT, FRANCE and its subsidiaries, with subsidiaries being defined in accordance the Companies Act 2006, as amended.

Bouygues UK & Partners refers to Bouygues UK Limited, Innovation Birmingham Limited, Bouygues Energies and Services Limited, Colas, Colas Rail and Midland Metro Alliance.

Bouygues UK Limited refers to (company number 3460378) whose registered office is at Becket House, 1 Lambeth Palace Road, London SE1 7EU.

Innovation Birmingham Limited refers to Innovation Birmingham Limited of Faraday Wharf Innovation Birmingham Campus, Holt Street, Birmingham Science Park Aston, Birmingham, West Midlands, B7 4BB, Company number 01623466.

Bouygues Energies & Services refers to (company number 07736123) whose registered office is Becket House - 1 Lambeth Palace Road - London SE1 7EU

Colas Rail Limited refers to (company number 2995525) whose registered office is at Dacre House, 19 Dacre Street, London SW1H 0DJ.

Colas Ltd UK refers to company number 2644726 whose registered office is at Wallage Lane, Rowfant, Crawley, West Sussex, RH10 4NF

Midland Metro Alliance is based at 4th Floor Alpha Tower, Suffolk St Queensway, Birmingham B1 1TT

Intellectual Property Rights: refers to any patent, utility model, design, model, copyright, brand, rights of database producers and any other literary, artistic or industrial property right of any kind.

Existing Rights: refers to the entirety of Intellectual Property Rights including the know-how possessed by one of the parties before the start date of the Programme.

Own Rights: refers to any Intellectual Property Right or know-how developed or acquired by one party, after the start date of the Programme, without the effective support of another Party, whether or not within the context of the Programme.

Selection Jury: refers to the jury consisting of BOUYGUES UK & Partners appointed by the BOUYGUES UK and the Service Provider 2.

Deliverables: refers to Participants' designs and if relevant those of their fellow team members which must to be submitted to BOUYGUES UK & Partners within the time limits set out in the Rules relating to the application phase.

Participant(s): refers to the individuals or company or companies which take part in the Programme.

Service Provider or **NUMA:** refers to the simplified joint stock company NUMA, with capital of €1678.1 registered at the Paris Trade and Company Register under number 811 049 667, and whose head office is situated at 39 rue du Caire, 75002 PARIS, which supplies the platform hosting the two (2) phases of the Programme. **Service Provider 2** or **Innovation Birmingham** will co-organise the launch and the final event, select startups during the challenge and provide office space in their head office during the Collaboration Phase

Programme: refers to the "Matching up" Programme by BOUYGUES UK & Partners.

Rules: this document.

Results: refers to any work (including software in their source code and object code versions), any design, invention, specification, information, knowledge or procedure, or product including any procedure arising therefrom, likely or not of being protected by an Intellectual Property Right or likely to be or not to be considered as know-how, developed by one or several Participants within the context of the Collaboration Phase of the Programme.

ARTICLE 2 – PURPOSE OF THE RULES

The purpose of the Rules is to define the conditions and rules regarding participation in the Programme.

Participants recognise that they have been informed and accept that the proposed Programme calls upon their wisdom, competence and ingenuity. The selection of Participants is done in accordance with criteria set out in these Rules.

ARTICLE 3 – DESCRIPTION OF THE PROGRAMME

The Programme gives Participants the opportunity to offer innovative solutions in the fields of augmented reality and advertising, intelligent city, connected home, healthier communities, using big data and artificial intelligence to integrate better multimodal transport, connecting the public to the decision makers and the integrated construction process and soft FM services and delivering social value through the construction process. Participants, via their solution(s), should provide answers to the fields identified in this Article.

Participation in the Programme implies the submission, by the Participants, of Deliverables which must provide solutions to the field alluded to in Article 3 and comply with the Programme rules set out at the web site <http://birmingham.matching-up.io>

ARTICLE 4 – CONDITIONS FOR PARTICIPATING IN THE PROGRAMME

Taking part in the Programme is entirely free of charge and does not create any obligation whatsoever of Bouygues UK & Partners in relation to the Results.

All Participants must fully acquaint themselves with the Rules. Registering with the platform and taking part in the Programme confirms the full and unconditional acceptance of these rules.

All Participants must bear the costs related to their participation in the Programme and shall not, under any circumstances, be entitled to any reimbursement from BOUYGUES UK & Partners.

BOUYGUES UK & Partners staff, companies which were involved with Programme's development and/or its promotion, and also any members of their families cannot take part in the Programme.

Only one entry to the Programme per Participant is allowed.

The Participant's must register on line and submit an application form.

Any Participant who does not fulfil the conditions of this Article when registering and at any time throughout the duration of the Programme may, without prior notice, be disqualified from the Programme and cannot receive any award as set out in Article 13. If a Participant has been allocated an award and has not satisfied the participation conditions when registering or during the duration of the Programme, BOUYGUES UK & Partners reserves the right to require the Participant to return the award received.

ARTICLE 5 – REGISTRATION AND ACCESS TO THE PROGRAMME

To register for the Programme, the Participant must create a user account on the web site <https://birmingham-matchingup.selecteev.io/> indicating:

- A valid e-mail address;
- The name of the Participant they represent;

So that this registration can be valid, the Participant must also accept the Rules.

Once the account has been created, the Participant's must finalise the application at any time between 26/03/2018 and 05/05/2018 by providing the information required on the application form.

Any registration that includes incorrect or incomplete information may not be considered and the Participant may be disqualified.

With this registration, the Participant accepts being contacted by e-mail in the context of their Participation in the Programme.

The Programme is accessible twenty-four (24) hours per day at the dedicated web site edited by the Service Provider via < <https://birmingham-matchingup.selecteev.io/> > subject to potential maintenance operations on the Service Provider's servers or malfunctions as set out in Article 17.

ARTICLE 6 – DURATION OF THE PROGRAMME

The Programme will run from 12:01am on 26 March 2018 until 11:59pm on 31 October 2018.

The time zone for London (GMT) is assumed in any date stated with the context of the Rules and the Programme.

BOUYGUES UK & Partners shall be under no obligation whatsoever to allow any extension of or exemption from this time period.

BOUYGUES UK & Partners reserves the right to change the duration of the Programme for a reasonable period and this will be communicated to Participants.

ARTICLE 7 – APPLICATION PHASE ARRANGEMENTS

The application phase lasts from 12:01am on 26 March 2018 until 11:59pm on 05 May 2018 (hereinafter the "**Application Phase**").

During this period and at the latest by 11:59pm on 05 May 2018, Participants must send in, by uploading it to the platform, their Deliverables which will consist of:

- a presentation by the Participant prepared on the basis of the application form;
- a presentation of the Participant's project consisting of a video pitch lasting at the most one (1) minute;
- a Powerpoint or pdf presentation from the Participant.

Selection of projects presented by the Participants will be made on the basis of these application Deliverables, in compliance with Article 11.

The BOUYGUES UK & Partners will only accept or consider Deliverables submitted by Participants within the permitted time scale and in accordance with the requirements of the Rules.

A launch event will be organized by BOUYGUES UK & Partners and the Service Provider 2 in mid-April at the I-Centrum, Holt St, Birmingham B7 4BP, United-Kingdom in order to present and discuss about this challenge.

ARTICLE 8 – ARRANGEMENTS FOR THE MATCHING PHASE

The matching phase lasts from 12:01am on 05 May 2018 until 11:59pm on 22 June 2018 (hereinafter the "**Matching Phase**").

Only Participants who have been selected during the Application Phase may take part in the Matching Phase.

During this Matching Phase, BOUYGUES UK & Partners will choose one or more applications and set up teams (hereinafter the "**Teams**").

Each partner has a free choice as to which applicant it wishes to support bearing in mind the interest this may have for its activity or that of BOUYGUES UK & Partners.

No claim can be brought by Participants who are not retained.

ARTICLE 9 – ARRANGEMENTS FOR THE COLLABORATION PHASE

Service Provider 2 will provide offices at the I-Centrum, Holt St, Birmingham B7 4BP, United-Kingdom to any Teams if they need it. BOUYGUES UK & Partners and the Service Provider 2 would be able to support the Teams.

Each Team will send, by at the latest 11:59pm on 14 September 2018, to BOUYGUES UK & Partners e-mail address, its final Deliverable consisting of a full and detailed file, the framework of which will have been provided by BOUYGUES UK & Partners.

It is expected that any initiative aimed at illustrating the project will enhance it. For example, a demonstration video or any other type of item could be attached to the document if the Teams consider it relevant. These other documents will form an integral part of the final Deliverable.

This collaboration phase ((hereinafter the 'Collaboration Phase') will end with the selection of Teams which will be invited to present their final Deliverables at the final event in a place and on a date that will be decided upon later by BOUYGUES UK & Partners . Other Teams, including those selected, may be invited to other events organised by BOUYGUES UK & Partners as part of the Programme the dates and locations of which will be decided upon later. The arrangements for this presentation will also be decided upon later.

The selection will be made by assessing the final Deliverables on the basis of three (3) criteria:

- Innovative characteristics;
- The business interest for BOUYGUES UK & Partners ;
- The ease with which it can be integrated by BOUYGUES UK & Partners ;

The Teams that are not selected for these presentations may continue to develop their project as a Team with the support of BOUYGUES UK & Partners until a trial project, or a joint development project, or a commercial agreement plan reach a successful conclusion or until the Team wishes to cease the collaborative arrangement.

ARTICLE 10 – CHARACTERISTICS OF DELIVERABLES

The Deliverables must comply with the rules and specifications laid down by BOUYGUES UK & Partners and explained on the Participants' form at the page dedicated to the Programme on the web site <https://birmingham-matchingup.selecteev.io/>.

It is absolutely essential that these Deliverables are supplied in one of the following digital formats: DOC/DOCX/PDF/PPT/PPTX/KEY/ODT/MP3/MPEG/MOV.

In the event of difficulties, or of it being impossible to read the Deliverable, it is the responsibility of the Participant concerned to remedy the situation before the final date for submitting the Deliverables for the phase in progress and at the latest within a period of three (3) days after the date on which the Participant was informed of the incompatibility. Once this date is passed, BOUYGUES UK & Partners reserves the right to disqualify the Participant in question.

Participants guarantee BOUYGUES UK & Partners that the Deliverables consist solely of the Participants' designs. Designs by third parties are not admissible and using them entails the disqualification of the Participant concerned.

ARTICLE 11 – SELECTION POLICY

The Programme is organised into four (4) phases:

- an Application Phase as set out in Article 7;
- a Matching Phase as set out in Article 8;
- a Collaboration Phase as set out in Article 9;
- a final selection organised at the end of the Collaboration Phase.

At the end of each phase, BOUYGUES UK & Partners and the Service Provider 2 then checks the compliance of the Deliverables to the requirements of the Rules and selects the Participants who are permitted to apply for the next phase.

Each selection process is based on the objective criteria of relevance, deliverability and consistency with the theme of the Programme and its purpose.

At the end of the Application Phase, a Selection Jury will select, on the basis of the Deliverables, the most innovative start-ups which provide answers to the problems put forward by the Programme; the criteria will specifically be based on the ability of Participants to respond to the needs of the Programme, their technical skills in the fields of analysing characteristics and analysing data. Experience and recommendations in these fields will also be taken into account.

BOUYGUES UK & Partners will communicate to all Participants by e-mail sent to the address supplied when the user account was created on the web site <https://birmingham-matchingup.selecteev.io/>, the results of the initial selection (Application phase) by 07 May 2018 at the latest.

Participants that have been selected must acknowledge receipt of the e-mail notifying them of their selection within the deadline indicated in this message. If not, BOUYGUES UK & Partners reserves the right to disqualify the Participant who fails to do so.

ARTICLE 12 – RIGHTS AS REGARDS SORTING INTO CATEGORIES

When a Participant has applied via the web site <https://birmingham-matchingup.selecteev.io/>, BOUYGUES UK & Partners reserves the right to change the thematic category for which the Participant has registered in order to facilitate the Matching Phase as defined in Article 8.

ARTICLE 13 – AWARDS

Awards (hereinafter the "**Awards**") defined in this Article are consideration for:

- the submission of Deliverables at the Application Phase;
- the submission of a final Deliverable, the quality of which is recognised by the Selection Jury and the final jury as meriting an Award;
- acceptance and compliance with the stipulations laid down in the Rules by each Participant receiving an Award.

No Award will be given to Participants who do not comply with these conditions in full.

Participants selected at the end of the final selection phase by the final jury will be given at least one of the Awards.

Each Participant recognises and accepts that Awards cannot be the basis for any dispute of any kind, nor for any request to be given their value in cash, nor their replacement or exchange for any other Award for any reason whatsoever. The Awards cannot be transferred and Participants are informed that sale or exchange of Awards is forbidden.

Each Participant recognises and accepts that BOUYGUES UK & Partners only has the duty to make available the Awards allocated to the Participants who are retained. As a result, all the ancillary costs relating to these Awards or the general costs associated with receiving these Awards are born by the retained Participants except where the Rules indicate otherwise. No delivery charge or reimbursement will become due arising from the implementation or the provision of the Award.

In the event that a retained Participant fails to claim their Award, for reasons outside BOUYGUES UK & Partners control, within a time period of two (2) months after receiving the e-mail informing them of the availability of their Award, BOUYGUES UK & Partners reserves the right to declare the Award as unallocated.

In relation to retained Participants, depending on the results of the Collaboration Phase one of the following outcomes may arise:

- BOUYGUES UK and its partners may retain details of the Participants and their Deliverables for three (3) years as from the date the programme ends in the BOUYGUES Construction's internal Start-ups/SME database;
- support may be given from the "open innovation network" of the BOUYGUES Construction Group, Bouygues Telecom, Colas, or Bouygues Immobilier; .
- there may be collaboration in joint development with R&D support and the offer of a commercial agreement.

ARTICLE 14 – INTELLECTUAL PROPERTY

Existing Rights and Own Rights remain the exclusive property of the party that owns them. In addition, this party alone decides whether or not to protect any of its own know-how and to register, protect, or defend any Existing or Own Rights.

Unless otherwise agreed between the Participant and BOUYGUES UK & Partners the ownership of the Results belongs to the Participant.

Each Participant hereby grants to BOUYGUES UK & Partners a non-exclusive royalty free and perpetual licence in the Results and the Deliverables to adapt, amend, communicate, translate, and use, to ,

and these rights apply to any territory, any time period over which the Deliverables are protected, via any procedure whatsoever, in accordance with all current and future methods, on all media and for the following purposes:

- in the sole context of the Programme, in particular (and without limitation) for the needs associated with the selection of Participants,
- in the context of assessment, by BOUYGUES UK & Partners, of opportunities to continue or commence discussions with certain Participants in relation to potential projects with one or more companies in the BOUYGUES Construction Group, and this solely for BOUYGUES UK & Partners .
- in the context of internal communication by BOUYGUES UK & Partners about innovation.

BOUYGUES UK & Partners undertakes not to make any use the Results and Deliverables for purposes other than the aims indicated above.

BOUYGUES UK & Partners are guaranteed the quiet enjoyment of the Results and the Deliverables and the rights agreed under these Rules by the Participant, and against any dispute, claim, or exclusion of any kind and this for as long as the Programme and the intellectual property rights last.

In this regard, each Participant guarantees to BOUYGUES UK & Partners that each of the documents, contributions, Deliverables and Existing Rights, Own Rights, tools, and designs supplied or used by the Participant as part of the Programme do not constitute copying an item, work, or design belonging to a third party nor is the result of unfair trading, parasitic commercial activity, or any other violation of third party rights. Each Participant guarantees BOUYGUES UK & Partners against all appeals of any kind by third parties including using their logo or any design or any other protected item.

Under this guarantee, Participants, instead of BOUYGUES UK & Partners , must pay all damages and interest or other sums (i) imposed on the latter as a result of a court ruling or (ii) agreed by BOUYGUES UK & Partners with a third party in a transaction relating to a dispute. This guarantee remains in force even after the end of the Programme, for as long as the rights granted to BOUYGUES UK & Partners under these Rules last.

The Deliverables and the videos must have been created by the Participants. Each Participant undertakes to comply with all legislation specifically as regards copyright and intellectual property.

Each Participant in the Programme undertakes to obtain all the necessary permissions from those who have taken part, in any way whatsoever, in the creation of the Deliverables and who are likely to have any kind of rights over the Deliverables.

BOUYGUES UK & Partners and the Service Provider shall not be held liable for any violation of the above clauses by Participants and the relevant Participant agrees to indemnify BOUYGUES UK & Partners against any loss, damage or costs that BOUYGUES UK & Partners may incur.

When uploading the Deliverables to the web site, Participants must comply with the legal and regulatory stipulations in force. As a result, it is their duty to ensure that storage and dissemination of the Deliverables via the web site <https://birmingham-matchingup.selectteev.io/> do not constitute:

- any violation of the intellectual property rights of third parties (in particular, clips, TV programmes, short-, medium- or full-length footage, whether animated or not, and advertisements, which Participants have not created themselves or for which they have not received the necessary permission from third parties who are the owners of the rights to the above),
- an infringement of human rights (in particular rights attached to a person's image or name, defamation, insults, slander, respect of personal privacy, etc.);

- breach of the peace or moral standards (in particular, apologies for crimes against humanity, incitement to racial hatred, child pornography, etc.).

If they do, the Deliverables will be withdrawn and the Participant's account de-activated without prior notice and without prejudice to other rights which BOUYGUES UK & Partners enjoys. In addition, BOUYGUES UK & Partners may take legal action against the Participants in regard to contentious content and seek payment of damages and interest.

ARTICLE 15 – COMMUNICATION

Participants who are applicants permit BOUYGUES UK & Partners to reproduce their brand name free of charge on the communications media supporting the Programme, such as and without this being an exhaustive list: internal and external web site screens, e-mail signatures / newsletters, Press releases, posters / kakemonos at exhibitions, the Service Provider's and/or BOUYGUES UK & Partners Facebook and Twitter pages.

Participants also permit BOUYGUES UK & Partners to reproduce their company name and their trade name on the same terms and also their logo as displayed in their application file.

This permission to use is strictly limited to the same purposes as those identified in Article 15 and BOUYGUES UK & Partners undertakes to stop using the brand name as soon as the circumstances relating to these purposes end, except where the Participant gives its prior express written permission.

This permission comes into force from the start date of the Programme and remains in force throughout the Programme's duration and for the needs identified in the above-mentioned purposes.

ARTICLE 17 – LIMITATION OF LIABILITY

The liability of BOUYGUES UK & Partners and the Service Provider under these rules is limited to loss or damage arising directly from its negligent act or omission.

None of the provisions in these Rules may be interpreted as, or deemed to be, a limitation of or an exclusion from liability:

- in the event of serious or fraudulent breach, or
- in the event of death or physical injury through its own negligence, or
- arising from claims against which the Participant has guaranteed BOUYGUES UK & Partners , in compliance with these Rules or applicable law.

The liability of the Service Provider and BOUYGUES UK & PARTNERS cannot be invoked in the event of break-down or malfunctioning of the telecommunications network which would specifically have the effect of preventing identification of or access by the Participant to the web site <https://birmingham-matchingup.selecteev.io/> or any other web site that may be useful for taking part in the Programme.

Participation in the Programme implies knowledge and acceptance of the characteristics, limits and risks of the internet and its associated technologies, specifically as regards performance, response times, and security of software and computer equipment against various possible attacks from viruses, logic bombs, or Trojan Horses and the loss or misappropriation of data. As a result, the Service Provider and BOUYGUES UK & PARTNERS cannot be held in any way liable for loss or damage caused to the Participant because of these accepted characteristics, limits and risks.

In no circumstances can BOUYGUES UK & PARTNERS be held liable for loss or damage caused through failure or lateness in arrival of the Deliverables, and in particular for refusal to accept these Deliverables because they are submitted outside the time periods set out in the Rules, through failure of or time taken in the delivery of any e-mail sent as part of the Programme or through any degradation suffered by the Deliverables independently of the Service Provider and BOUYGUES UK & PARTNERS.

The Service Provider 2 and BOUYGUES UK & PARTNERS cannot be held liable in the event of full or partial amendment, suspension, interruption, deferment, or cancellation of the Programme. Under such circumstances, BOUYGUES UK & PARTNERS will inform Participants by e-mail as soon as possible.

BOUYGUES UK & PARTNERS cannot be held liable for the consequences arising from the disqualification of a Participant because it has broken these Rules.

BOUYGUES UK & PARTNERS cannot be held liable for any distress, action, claim, conflict, or demand associated with the use of the Deliverables by BOUYGUES UK & PARTNERS or linked to the negotiation, conclusion, or execution of contracts that BOUYGUES UK & PARTNERS may sign with the Participants.

ARTICLE 18 – CONFIDENTIALITY

Confidential information (hereinafter “**Confidential Information**”) consists of any information belonging to BOUYGUES UK & PARTNERS (hereinafter the “**Disclosing Party**”) which is communicated to or made available to the Participants no matter whether or not it is identified as confidential at the time when it is communicated. The following is specifically considered to be Confidential Information: information of an administrative, commercial, scientific, technical, financial, taxation, legal or economic nature which has been, is being, or will be communicated to the Participant by BOUYGUES UK & PARTNERS.

Confidential Information can be tangible or intangible, communicated directly or indirectly, and by - but not exclusively - word of mouth, in writing in any format, by submission of paper or electronic documents or other means and also includes all copies, extracts, and summaries.

The following is not considered as Confidential Information:

- information currently accessible or becoming available to the public without the Participant breaching the terms set out in the Rules,
- information legally possessed by the Participant before its disclosure by BOUYGUES UK & PARTNERS,
- information arising neither directly nor indirectly from making use of all or part of the Confidential Information,
- information validly obtained from a third party which has been authorised to transfer or disclose the said information.

Throughout the duration of the Programme and for a period of five (5) years after the end of the Programme as provided for in Article 5, the Participant undertakes to:

- not use the Confidential Information for purposes other than for participating in the Programme under the terms of the Rules;
- take every reasonable, useful, and necessary precaution in safeguarding the Confidential Information;
- only disclose the Confidential Information to members of its Team.

The Participant undertakes to notify BOUYGUES UK & PARTNERS promptly and in writing of the existence of any unauthorised use, disclosure, or loss of the Disclosing Party's Confidential Information of which it becomes aware. The notification will indicate the measures taken by the Participant to remedy the situation.

The Participant may disclose all or part of the Confidential Information to any government or judicial authority when the law demands it. In this latter case, to the extent that it is authorised by the law, the Participant must give prior notice in writing of its intention to communicate such information at least two (2) working days before the date anticipated for such communication.

At the end of the Programme, because of its closure as indicated in Article 6 or because of its cancellation, the Participant must send back to BOUYGUES UK & PARTNERS without delay all the Confidential Information obtained as part of the Programme, no matter what media it is on. The Participant is forbidden to keep copies on any kind of media except by express prior written agreement of the Disclosing Party.

ARTICLE 19 – INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

Taking part in the Programme of necessity requires the communication of personal data about members of the Participant's Team, namely the connection and identification data of the Participant and its Team.

The purpose of this is:

- to enable participation in the Programme;
- to ensure that any exchanges with the Participant are identified, communicated and retained;

The recipient of this data is the innovation department of BOUYGUES UK & PARTNERS and the Service Provider 2.

The data is kept for three (3) years from the start date of the Programme.

As part of this, BOUYGUES UK & PARTNERS undertakes to process and keep safe all the personal data of the persons concerned, whose data has been collected and processed by BOUYGUES UK & PARTNERS in compliance with the Data Protection Act 1998 (as amended).

The Participant is informed that this data is passed on to the Service Provider in its platform hosting capacity. The Service Provider is committed to the same level of confidentiality and data security as BOUYGUES UK & PARTNERS.

You can at any moment exercise your rights of access, amendment, correction, and removal of data about you by addressing a registered letter with acknowledgement of receipt clearly indicating your identity and the purpose of your request to:

BOUYGUES CONSTRUCTION

Open Innovation Team – RCSE13

1 avenue Eugène Freyssinet

78280 GUYANCOURT

As regards the possible installation of cookies to the Participant's computer when browsing the Service Provider's web site, the Participant is requested to consult the general terms and conditions on the web site <https://birmingham-matchingup.selecteev.io/> and the Participant must accept them before opening the account necessary for taking part in the Programme.

The Participant may be required, whilst involved with the Programme, to receive and take note of files, documents, or exchanges including Confidential Data which are specifically personal to named individuals (hereinafter "Personal Data"), and which were processed or managed by BOUYGUES UK & PARTNERS or its subsidiaries. The Participant undertakes to comply with the law and regulations in force concerning the protection of personal data.

The data, which is owned by BOUYGUES UK & PARTNERS and/or managed by it or one of its subsidiaries, remains the property of BOUYGUES UK & PARTNERS. The Participant can access, process and transfer this data only in compliance with BOUYGUES UK & PARTNERS's instructions. The Participant will implement the confidentiality and security measures required by law and applicable regulations and those agreed in advance with BOUYGUES UK & PARTNERS. BOUYGUES UK & PARTNERS's data is deemed to be Confidential Information and as a result will not be communicated to third parties without the prior written permission of BOUYGUES UK & PARTNERS. Participants will provide all information and guarantees requested by BOUYGUES UK & PARTNERS for the transfer, processing and storage of their data.

ARTICLE 20 – USING THE WINNERS' IMAGE

BOUYGUES UK & PARTNERS may seek from each Participant receiving an award, permission to use for advertising purposes, their name, first name, address, photo, and

voice without remunerating them or conferring upon them any right or advantage whatsoever other than the allocation of their Award.

Article 22 – PAYMENT

Participation in the Programme and the allocation of an Award requires acceptance of and compliance with the Rules in every respect. BOUYGUES UK & PARTNERS reserves the right to disqualify without delay or compensation any Participant who does not satisfy this obligation.

BOUYGUES UK & PARTNERS reserves the right to amend the Rules at any time, and this includes the duration of the Programme, without the application or the validity of these amendments having to be notified to the Participant. The Participant is invited to regularly consult the Rules. The Participant expressly undertakes not to make any claim or raise any dispute about any amendment made to the Rules.

The Rules are also freely available for consultation on line at <https://birmingham-matchingup.selectev.io/>.

ARTICLE 23 – CANCELLATION AND SUSPENSION OF THE PROGRAMME

BOUYGUES UK & PARTNERS reserves the right to cancel or suspend the Programme at any time.

BOUYGUES UK & PARTNERS cannot be held liable for a cancellation or suspension of the Programme in accordance with this Article and no indemnity or compensation will be due to the Participant.

ARTICLE 24 – INDEPENDENCE

Registration and participation in the Programme under no circumstances have the effect of creating a legal relationship between the Service Provider and/or BOUYGUES UK & PARTNERS and the Participants or the members of their Team.

ARTICLE 25 – CLAIMS

Any claim by the Participant must be addressed in writing at the latest thirty (30) days after the Programme end date.

Claims relating to the operation of the web site <https://birmingham-matchingup.selecteev.io/> should be prepared in writing and sent to the following address:

BOUYGUES CONSTRUCTION
Open Innovation Team – RCSE13
1 avenue Eugène Freyssinet
78280 GUYANCOURT

Claims relating to the roll out of the Programme and the sending of Awards should be prepared in writing and sent to the following address:

steve.green@bouygues-uk.com

Any claim risks being rejected unless it contains:

- the full contact details of the Participant (company name, name and first name of legal representative, address, postal code, user name and e-mail);
- identification of the Programme concerned;
- a clear and detailed explanation of the reasons of the claim.

ARTICLE 26 – SETTLEMENT OF DISPUTES

In the event of a dispute continuing after the Participant has made a claim in compliance with Article 24, BOUYGUES UK & PARTNERS and the Participant undertake to submit their disagreement to amicable conciliation prior to any judicial procedure.

If no agreement is reached in the thirty (30) days following the start of conciliation, the parties are at liberty to commence legal action.

ARTICLE 27 – APPLICABLE LAW

The Rules and the Programme are governed by the Laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.