

## **Contest Rules**

### **Startupper of the Year by Total**

#### **Mauritius - Edition 2016**

1. Organizer.....	2
2. Purpose of the Contest .....	2
3. Eligibility requirements .....	2
4. Submission of applications .....	3
5. Contest process .....	3
6. Prizes.....	4
7. Personal data.....	5
8. Image rights .....	6
9. Ownership.....	6
10. Confidentiality .....	6
11. Liability.....	7
12. Consultation of the Rules.....	7
13. Ethics .....	8
14. Acceptance of Rules .....	8
15. Languages .....	8
16. Agreement on Evidence.....	8
17. Complaints .....	8
18. Independence .....	8
19. Severability.....	9
20. Governing Law – Jurisdiction.....	9

## **1. Organizer**

The edition 2016 of "**Startupper of the Year by Total**" in Mauritius is a contest organized by Total Mauritius Limited, a limited company with capital of Rs 289M, having its registered office at Chaussée Tromelin, Port Louis, duly registered under number 961 (hereinafter referred to as the "**Organizer**").

## **2. Purpose of the Contest**

"**Startupper of the Year by Total**", Mauritius – edition 2016, is a local contest that aims to identify, reward, and provide support for the best business creation and business development projects. The purpose of this Contest is to provide support for projects designed to promote social and economic development of Mauritius (hereinafter the "**Contest**").

This Contest does not select the finalists and winners on the basis of chance.

The Contest Rules sets forth the rules that apply to the Contest (hereinafter the "**Rules**").

## **3. Eligibility requirements**

**3.1** The Contest is open free of charge to individuals who are not employees of the Total Group, who are up to thirty-five (35) years of age at the time they submit their applications, who either have plans to start a business or have a business under development that is less than two (2) years old, and who meet the criteria set forth below, (hereinafter the "**Contestant**").

Contestants who are minors shall be deemed to have obtained authorization to enter the Contest from their parents or the person(s) who has (have) parental authority over them, or, in the absence thereof, their legal guardian(s). The person(s) who has (have) parental authority has (have) agreed to ensure compliance with all of the provisions of these Rules.

The Contestant must be a citizen of the country where its application is submitted.

**3.2** To be eligible, the project (hereinafter the "**Project**") shall satisfy one of the following criteria:

- The Project pertains to a new business start-up that must be created in Mauritius and implemented within a maximum period of six (6) months following the selection of the winners, this period can be extended at the discretion of the Organizer according to the existing constraints in this country; or
- The Project pertains to a business that is less than two (2) years old and is currently being developed in Mauritius.

Each Contestant is allowed to submit only one Project.

**3.3** Contestants agree to provide all necessary supporting documents and to expressly and unconditionally accept all of the provisions of these Rules and to respect all laws and regulations applicable to the Contest in the country where the application is submitted.

**3.4** The Contest Organizer reserves the right to make all necessary verifications to ensure that Contestants meet the eligibility requirements. Applications based on incorrect, inaccurate, incomplete, or fraudulent information will not be considered and shall lead to automatic disqualification.

#### **4. Submission of applications**

Applications may only be submitted between 8:00 a.m. GMT on November 1, 2015 and 11:00 p.m. GMT on January 31, 2016. Every application submitted after the closing date and time shall be not considered.

Applications must be exclusively submitted via the online platform at <https://startupper.total.com/> (hereinafter the “**Website**”).

The Contestant shall complete all boxes identified as compulsory. A list of information and documents to be provided by the Contestant at the time they apply is available on the Website. The Contestant will have to provide their resume, and will have the possibility to attach as many elements as necessary to convince the jury: Business Plan, Financial Plan, Resume of co-founders, Executive Summary, possible commercial brochure, video of presentation of the Project, etc. A Business Plan and Executive Summary will be requested at a later stage of the proceedings if the Contestant is selected as a finalist.

Contestants may not make any changes to their applications once they have been submitted.

#### **5. Contest process**

This Contest will run in two stages.

##### **5.1 Pre-selection of applications**

###### **5.1.1 Pre-selection of applications by the jury**

Applications that are complete and meet the eligibility requirements will be individually reviewed by a jury of professionals. The jury will select up to ten (10) of the best Projects submitted, which will be placed on the list of finalists. The jury reserves the right to ultimately select only the applications that it deems to have met its selection criteria.

As a guideline, each application will be evaluated on the basis of the following criteria, among others:

- The form and clarity of the application,
- The Project's ingenuity and innovativeness,
- Its boldness and originality,
- Its competitiveness,
- Its ability to create sustainably value and to support local development (to create jobs, to replace imports, to help improve the living conditions of people in the country where the application has been submitted),
- Its development potential and feasibility,
- Its consideration of aspects relating to safety and environmental protection,
- Etc.

This list is for reference only and it is non-exhaustive.

###### **5.1.2 Notification of pre-selection**

Following this pre-selection phase, the list of selected finalists will be emailed to each finalist and posted on the Website by February 28<sup>th</sup>, 2016 at the latest.

Once the results have been posted, finalists will have five (5) calendar days to confirm by e-mail their desire to continue with the next phase of the Contest *via* the Contest Website. The Organizer reserves the right to disqualify Contestants who fail to confirm.

Finalists will then receive by e-mail a schedule stating the dates for the following:

- The preparation sessions dates for their presentations to the final jury that will be offered to them.
- The dates of the final presentations, which will take place no less than seven (7) calendar days after the announcement of the results of the pre-selection.

The jury's decisions are made at its own discretion and are not subject to appeal.

## **5.2 Selection of winners**

During the final presentation phase, each finalist will be invited to make a PowerPoint presentation (fifteen (15) minutes maximum) to the jury using the sample provided by the Organizer. A list of other presentation aids that may be used could be sent to finalists. The presentation will be followed by a question-and-answer session (ten (10) minutes maximum).

Following this phase, the jury will select up to three (3) of the best Projects, which will be placed on the list of winners in order of ranking. The jury reserves the right to ultimately select only the applications that it deems worthy on the basis of the following criteria, among others:

- The nature and quality of the Project,
- The quality of the presentation, and
- The values and attitudes demonstrated by the finalists, including in particular their engagement, their motivation and their conviction.

The jury is free to choose fewer than three (3) Projects, or no Project at all, at its own discretion, and its decision is not subject to appeal.

## **5.3 Announcement of final results**

Following the final selection phase, which will end by March 15<sup>th</sup>, 2016 at the latest, the results will be posted in accordance with announcement procedures to be determined at a later date. Finalists will be informed of these announcement procedures by e-mail; they also be posted on the Website.

An official ceremony to announce the results and to award the prizes will take place on May 1<sup>st</sup> 2016 at the latest and will end the Contest.

## **6. Prizes**

**6.1** Each winner will win a customized coaching to help him/her to create and/or develop its business. Its content and duration will be defined by the jury in accordance with the needs of the winner that it will have identified during the selection process. This coaching will be implemented and achieved before May 31<sup>st</sup>, 2016.

**6.2** The Organizer will award:

- 750 000 (seven hundred and fifty thousand) MUR to the winner n°1,
- 450 000 (four hundred and fifty thousand) MUR to the winner n°2,
- 300 000 (three hundred thousand) MUR to the winner n°3.

The full amount of the prize is exclusively intended to finance the entrepreneurial process, that is:

- Pursuing the development of the existing business and shall be allocated at the end of the support period; or
- The implementation of the Project by creating the business in question. In this particular case, the allocation of the prize shall be split in two installments: one third (1/3) following the support and the two-third (2/3) left at the actual creation of the business within a maximum period of six (6) months.

**6.3** Prizes could not be traded for others prizes, for their cash value or for any currency or any goods and service delivery.

Prizes are personal, non-transferable, and not subject to appeal.

## **7. Personal data**

### **7.1 Purpose of processing**

Contestants are required to provide personal data. This data is used for the sole purpose of participating in the Contest: from managing Contestant applications, to eventual prizes awarding, as well as tracking Contestants' career paths, and satisfying legal and regulatory requirements of the country where the application is submitted.

The Organizer is responsible for the processing of personal data.

### **7.2 Recipients**

Besides the Organizer, the Contestants' personal data that is collected may be communicated to TOTAL S.A. and to any entity in which Total S.A. directly or indirectly owns more than 50% of the share capital or voting rights (“**Affiliates**”) in the frame of this Contest.

The personal data may also be communicated to partners, service providers and subcontractors only for the performance of their tasks in the frame of and during this Contest.

The personal data will not disclose unless requested to do so by a judicial authority or any administrative authority empowered by law, in accordance with applicable laws in the country where the application has been submitted.

### **7.3 Data security and privacy**

The Organizer will take appropriate steps to protect the security and privacy of personal data and, in particular, to prevent it from being distorted or damaged, or accessed by unauthorized third parties.

### **7.4 Duration of data retention**

Data will be retained by the Organizer for the length of time required for data processing.

### **7.5 Contestants' rights**

Contestants have the right to access, to correct, to delete and to inquire about their data. Contestants may also object, for legitimate reasons, to the processing of their personal data. Contestants may

request to have their personal data sent to them in an accessible format. The Organizer reserves the right to refuse any requests considered improper or abusive.

Contestants who wish to exercise these rights should send their request, along with proof of identity, to [gitanjali.seepujak@totalmauritius.com](mailto:gitanjali.seepujak@totalmauritius.com).

## **8. Image rights**

Contestants authorize TOTAL S.A. and/or any Affiliates to use, to represent, to reproduce and to publish any information concerning them in connection with communication and publicity relating to the Contest, on any media, in every country without being able to claim any right or any compensation whatsoever for three (3) years from the time their applications have been submitted.

The reproduction, public display, and exploitation of any or all elements (photos, videos, names, logos, brands, etc.) relating to the Contest and Total Group by the Contestant and without the Organizer's prior consent are strictly prohibited.

## **9. Ownership**

Contestants certify that they are the authors of the Projects and that they hold all rights related thereto. Contestants accordingly certify that their Projects do not or will not violate the intellectual property rights of any third parties and that they comply with all applicable laws in the country where the application has been submitted. Contestants shall indemnify and hold the Organizer harmless against the consequences of any claims or legal actions brought by third parties due to violations of their rights.

The Organizer acknowledges that it does not hold or claim, and agrees not to hold or claim, any intellectual property rights in the Projects submitted to it by the Contestants other than those strictly necessary to carry out the Contest.

It is first recognized that the Organizer may use or reproduce all or part of the Project, free of charge, for the purpose of the Contest, as soon as the Candidate has submitted its application.

It is then recognized that the Organizer may use or reproduce all or part of the Project, free of charge, for any communications or publicity, on any media, in any country, for a period of three (3) years from the time the finalists are designated, unless otherwise expressly specified in writing by the finalist.

## **10. Confidentiality**

**10.1 "Confidential Information"**, within the meaning of this clause, includes all tangible and intangible information of any kind, including in particular administrative, commercial, scientific, technical, financial, tax, legal, and economic information that has been, is being, or will be transmitted directly or indirectly by the Organizer to the Contestant, or to which the Contestant has had, has or will have access in the frame of the Contest, including but not limited to by verbal means, in writing on any media, and on paper or electronic documents. The following does not constitute Confidential Information: (i) Information that is currently or becomes accessible to the public without any breach of the terms of these Rules on the part of the Contestant, (ii) information that is lawfully held by the Contestant before it is disclosed by the Organizer, and (iii) information that is duly obtained from a third party who is authorized to transfer or disclose said information.

Contestants agree, for the duration of the Contest and for a period of two (2) years thereafter, not to use or disclose the Confidential Information other than in relation to their participation in the Contest.

**10.2** The Contest Organizer agrees to not disclose any information or document transmitted by the Contestant at the time it submitted its application to the only exception of their transmission to third party that have a need to know in the frame of this Contest.

Upon the selection of the finalists, the Contest Organizer is duly authorized to disclose information about the CV and the Project of the finalists in the frame of communication and information actions, unless otherwise expressly specified in writing by the finalist.

## **11. Liability**

**11.1** The Organizer shall not under any circumstances face any claims of liability or be held liable if it does not receive entries for reasons beyond its control, including in particular in the event of Internet connection problems or if entries are received in a format that is unreadable or impossible to process.

The Organizer also cannot be held liable for any direct or indirect damage or loss relating to the prizes or the Contest process. The results of the Contest, for both the pre-selection phase and the final phase, are not subject to appeal.

It is stated that the Organizer organizes in its name and on its behalf the Contest in Mauritius. Neither TOTAL S.A. or any Affiliates shall be liable in that regard.

The Organizer reserves the right to interrupt, extend, shorten, modify, or cancel the Contest at any time, without having to give reason, and without incurring any liability in this regard. The Organizer thus cannot be held liable in the event of schedule changes..

Contestants are invited to consult these Rules and the Website regularly. Contestants expressly waive all claims and disputes relating to any changes made to the Rules by the Organizer.

**11.2** In accepting these Rules, Contestants are aware of the Internet's security limitations and, in particular, that data transmission over the Internet is not fully reliable from a technical standpoint.

The Organizer agrees to make every effort to effectively protect each Contestant's data, and will notify the Contestants of any security incident caused by a malicious third party in spite of the Organizer's efforts.

Contestants agree not to disclose their logins to third parties and acknowledge that they are responsible for ensuring that their files are stored locally on their own storage medium.

The Organizer disclaims all liability in this regard.

## **12. Consultation of the Rules**

These Rules are freely accessible online at <http://startupper.total.com/>.

A copy of these Rules can be requested free of charge, with postage reimbursed at the economy rate upon written request at the following contact of the Organizer:

Total Mauritius Limited, to the attention of Gitanjali Seepujak, Corporate Affairs and HR Manager, Chaussée Tromelin, Port Louis.

Only one reimbursement request will be accepted per Contestant.

### **13. Ethics**

The Organizer affirms its commitment to respect the most stringent rules against corruption, fraud and anti-competitive practices and expects from each Contestant to respect such commitment.

Each Contestant also commits to disclose any potential conflict of interest that may arise during its participation in the Contest i.e. the existence of any family, professional or other relationship, which could cause its application to be questionable.

### **14. Acceptance of Rules**

Participation in the Contest constitutes unconditional acceptance of all of the Rules contained herein.

### **15. Languages**

**15.1** Only the French version of these Rules shall be authoritative and shall prevail over any other translated versions.

**15.2** Contestant's application including all attached elements shall be submitted in French or English.

Final presentations shall be in French or English.

Contestants who fail to comply with this language requirement shall be disqualified from the Contest.

### **16. Agreement on Evidence**

Evidence of any act, including in particular Contestants' acceptance of these Rules, and any fact or omission, may be produced in the form of programs, data, files, recordings, operations, or other information of a computer or electronic nature, or in or on a computer or electronic format or media, established, received, or stored directly or indirectly by the Organizer, including in particular in its information systems. Contestants agree not to contest the admissibility, validity, or probative value of the aforementioned information of a computer or electronic nature, or in or on a computer or electronic format or media, on the basis of any legal provision whatsoever. Accordingly, such information constitutes evidence and, if it is produced as evidence in any litigation or other proceedings, it will be admissible, valid, and enforceable against the parties in the same way, in the same conditions, and with the same probative value as any document established, received, or stored in writing.

### **17. Complaints**

Complaints relating to the application or interpretation of these Rules must be sent by email to [gitanjali.seepujak@totalmauritius.com](mailto:gitanjali.seepujak@totalmauritius.com).

The Organizer nonetheless reserves the right not to respond to complaints that it deems irrelevant.

### **18. Independence**

Registration and participation in the Contest does not create any relationship of subordination between the Organizer and Contestants.



## **19. Severability**

Should one or more of the clauses of these Rules be unenforceable for any reason whatsoever, this will not affect the validity of the other clauses.

## **20. Governing Law – Jurisdiction**

These Rules are governed exclusively by the law of Mauritius without regard to conflict-of-laws principles.

Any dispute arising in connection with the Contest shall be referred to the competent jurisdiction with respect to the nature of the dispute.

