

Rules of the "Circular Challenge" Competition

The CITEO limited company, with a capital of 1,828,800 € - SIRET n ° 388380073 0162, whose registered office is located at 50 Boulevard Haussmann, 75009 PARIS, (hereinafter "the Organiser") is organising a competition for innovative projects on the theme of "The Circular Economy of Tomorrow's Paper and Household Packaging". The competition (hereinafter referred to as "the Competition") is scheduled to take place in Metropolitan France from June 3, 2019.

1. Conditions of participation

The act of participating in the Competition implies the unreserved acceptance by participants of the present Rules.

The Competition is open to companies such as start-ups, micro-enterprises, small and medium-sized businesses and the self-employed, as well as non-profit organisations and students (providing the latter are collectively structured in a non-profit organisation or participate under the aegis of their school). To enter the Competition, participants (hereinafter the "Participant (s)") must present a project of any kind (technical, scientific, business, process, method, etc.) with an impact on the paper industry or the household packaging sector (hereinafter the "Project(s)").

Several prizes are to be won.

Grand Prix, "Coup de Cœur" Prize and "Economies in Transition and Development" Prize:

There will be a single, joint ranking for the two categories "Paper" and "Household Packaging".

Project(s) submitted must present an innovative solution at any stage of tomorrow's waste value chain: improvements in eco-design, new materials and uses, innovations in waste sorting, collection and recycling, waste management, improvements in recyclability, new recycling technologies, new outlets for material, etc.

Project(s) may be accepted at any stage of development: at the idea, concept, proof of concept, pre-marketing or marketed stage; or can be a project to adapt an existing offer.

All three prizes are attributed to this one overall category, consequently a single candidate may simultaneously win the Grand Prix, the "Coup de Coeur" Prize and the "Economies in Transition and Development" prize.

"Citeo Customer" Prize:

This category is reserved for Citeo's customers, i.e. organisations that have contracted with Citeo to take over their obligation as a marketer or distributor to manage the end of life of the waste paper or household packaging they generate.

Participation in this category consists of presenting to Citeo a customer-side "household packaging" or "paper" problem to which the client is seeking to find a technical solution.

The "Customer Prize" consists of a "Do Tank" organized by Citeo. "Do Tank" means that the Customer's teams benefit from an immersive experience in a working group organized by Citeo, based on an innovative, collaborative working method. The Do Tank aims to harness all the energies present in an intensive and result-oriented way, leading to the production of a (theoretical) technical solution.

Therefore, the issue presented by the Customer should not be of too general a nature or on a 'macro' level (for example, "How to improve the recyclability of my packaging" would be too vague and general).

The Do Tank will not consist in producing a strategic or general consultation but will aim to respond to a specific, well-identified technical difficulty, within the framework of product development, the improvement an existing product, the launch of a commercial concept, etc.

When resolved, the technical difficulty must of course lead to a significant improvement in the environmental impact of the design, manufacture, handling, routing, distribution, consumption, collection, sorting, recycling, and reuse, etc. of the relevant household packaging or paper.

It must also be suitable for an industrial application that can be implemented and duplicated at an acceptable cost in the medium term.

The organisation of the Do Tank will in all likelihood involve third parties (service providers, experts, consultants, start-ups, etc.).

General Terms and Conditions:

Partners, subcontractors and members of the Juries, the companies to which they belong or over which they exercise or are able to exercise control are prohibited from participating in the Competition in any way or providing help to Participants by any means whatsoever (for example by contributing to completing the application file, giving advice , etc. - except if they are participating in the Bootcamp supervised by the Organiser).

In general, the Organiser, the Organiser's subcontractors and partners shall ensure that no Participant has privileged and discriminatory access to information relating to the Competition's proceedings.

In this regard, to guarantee the equal treatment of all Participants, the Organiser reserves the right to refuse the application of a Participant, provided that the latter is notified of this decision in a timely manner and is informed of the reasons for the refusal.

The Participant then has a period of seven (7) calendar days from the date of receipt of the decision to submit his/her comments to the Organiser and provide any additional information that may be required.

The Participant declares, by participating in the Competition, that he/she does not benefit from privileged information or special assistance giving him/her an unfair advantage over other Participants.

All Projects must :

- Be relevant to the theme of the Competition;

- Be submitted in French or English,
- Be presented by a professional organisation (company, micro enterprise, non-profit organisation, school, registered entrepreneur, etc.)

2. Terms of the Competition

Prizes

1/ Citeo Grand Prix: the winner will receive

- ✓ the sum of 40,000 euros to be put towards the development of the Project;
- ✓ accelerated market access by means of operational, commercial and industrial networks (the winner will benefit from five (5) appointments organised by the Organiser with key professionals to be selected from a list provided by the Organiser. It is expressly understood that the Organiser's role is limited to arranging for the winner to enter into contact with the selected professionals, and consequently the Organiser declines any role or responsibility in any relationship that may ensue from this meeting);
- ✓ the possibility of presenting the Project to an investment fund. It is expressly understood that the Organiser's role is limited to arranging for the winner to enter into contact with the investment fund, and consequently the Organiser declines any role or responsibility in any relationship that may ensue from this meeting.

2/ Jury's "Coup de Cœur" Prize: the winner will receive

- ✓ the sum of 10 ,000 euros to be put towards the development of the Project;

3/ "Economies in Transition and Development " Prize: the winner will receive:

- ✓ the sum of 10 ,000 euros to be put towards the development of the Project;
- ✓

4/ "Citeo Customer" Prize: a "Do Tank " organised by Citeo to respond to an issue presented by the Customer.

5/ Citeo "Learn Ex " (non-binding): Citeo will organise, for the ten (10) candidates selected by the Final Jury, a " Learning Expedition" featuring visits to sites, partners, installations, design offices, conferences, debates, trade fairs, etc. All finalists will simultaneously attend the "Learn Ex".

Detailed conditions will be presented by Citeo in due course, it being understood that precise procedures may be subject to change / reduction depending on the availability / opportunities of Citeo's partners.

Schedule: From 3rd June 2019 at 10.00 to 15th September 2019 at 23.59: Time period for the submission of applications

All eligible Participants may take part by submitting their application online on the dedicated platform "www.circular-challenge.com" (hereinafter the "Platform"). Throughout the project submission phase, Participants can gradually add to the description of their Project. This content constitutes the "Application File" or "File".

PARTICIPANTS MUST IMPERATIVELY ATTACH TO THE FILE EITHER A K BIS, A CERTIFICATE OF REGISTRATION IN THE TRADE REGISTER, OR AN ALTERNATIVE FORM OF DOCUMENTARY EVIDENCE ATTESTING TO THE LEGAL EXISTENCE OF THE STRUCTURE PARTICIPATING IN THE COMPETITION AND / OR ITS REGISTRATION.

Participation in the Competition is free of charge, however any postal costs or expenses for copying, printing, internet connection, graphics, etc. with respect to the Files, are to be borne by the Participant, and will not be refunded by the Organiser.

The deadline to submit definitive Application Files on the Platform is 15th September 2019 at 11.59 pm at the latest. An email acknowledgment of receipt of the Project will be sent to Participants.

Applications will be closed after this date.

The Competition Organising Team undertakes to respond individually to all Participants who have submitted completed Files on the Platform by the deadline. This tailored support, intended to allow Participants and teams to optimise their File ahead of the submission deadline, focusses on the following criteria:

- Readability of the Application File;
- Relevance of the File to the objectives of the Competition;
- Omissions in the Application File;
- Feedback from the Competition Organising Team is not intended to guarantee or assist in the pre-selection of those Files examined.

For the duration of the entire File submission phase, a dedicated Competition structure will be at the disposal of Participants to answer their questions via the Platform.

The organisation of the Competition will be ensured by the Organiser together with its service providers.

The Competition schedule is as follows:

Early October 2019: Shortlist of ten (10) finalists by the Intermediate Jury

At the end of the submission period, all Files will be examined by the Intermediate Jury.

From 15th November to 15th December 2019: Development Bootcamp for the ten (10) Projects selected for the final

Description: Finalist Participants will be invited to work on the presentation of their Project at a two- or three-day "Bootcamp" specially organised for the Competition. The Bootcamp will take place in the *Ile de France* area at a suitable venue.

Accommodation and catering will be provided by the Organiser.

However, Participants must travel to the Bootcamp by their own means.

These two days will allow Participants to add the finishing touches to their Project and, according to their needs, benefit from the assistance of key specialists on their Project. All Participants will have equal access to this expert assistance.

As time at the Bootcamp is limited, Participants should seek the assistance of specialists in a fair and rational manner, to ensure equal access for all Participants. In the event of unacceptable behaviour towards one or more specialists, the Organiser reserves the right to terminate the presence of the offending Participant.

Specialist assistance is provided free of charge, without any consideration whatsoever.

The assistance provided does not guarantee successful results, therefore Participants shall not attempt to engage the responsibility of any specialist or his / her employer. Participants expressly waive any recourse against such specialists.

It is clearly stipulated that the Participants selected by the Intermediate Jury must participate in the Bootcamp to continue in the Competition. Participants who do not attend and / or do not participate in the Bootcamp will be immediately eliminated.

Late November/early December 2019: Attribution of prizes by the Final Jury

Description: Each Participant will give an oral presentation of his/her Project (projection possible) to the members of the Final Jury.

3. Selection criteria

The Intermediate Jury and the Final Jury will evaluate Files on the following criteria:

Citeo Grand Prix - the criteria are as follows:

- ✓ CIRCULARITY – the circular nature of the solution,
- ✓ INNOVATION – its innovative nature,
- ✓ UTILITY - the societal impact of the solution,
- ✓ PROFITABILITY- the viability of the economic model,
- ✓ FEASIBILITY – the size of the market, the degree of compatibility with existing processes, the potential for replicability and overall desirability,
- ✓ COMPLEMENTARITY - a balanced and complementary team,
- ✓ MATURITY - a Project in the development phase.

"Coup de Cœur" Prize - the criteria are as follows:

- ✓ CIRCULARITY – the circular nature of the solution,
- ✓ INNOVATION – its innovative nature,
- ✓ UTILITY - the societal impact of the solution,
- ✓ PROFITABILITY- the viability of the economic model,
- ✓ FEASIBILITY – the size of the market, the degree of compatibility with existing processes, the potential for replicability and overall desirability,
- ✓ COLLABORATIVE – collaborative Project (consortium of players, multiple stakeholders)
- ✓ LOCAL – impact of Project on local area.

"Economies in Transition and Development" Prize - the criteria are as follows:

- ✓ CIRCULARITY – the circular nature of the solution,
- ✓ INNOVATION – its innovative nature,

- ✓ UTILITY - the societal impact of the solution,
- ✓ PROFITABILITY- the viability of the economic model,
- ✓ FEASIBILITY – the size of the market, the degree of compatibility with existing processes, the potential for replicability and overall desirability,
- ✓ ECONOMIES IN TRANSITION AND DEVELOPMENT - project presented by an entity from an economy in transition or development as defined in the United Nations report "*World Economics Situation and Prospects 2018*" (pp.141 and 142),
- ✓ IMPROVEMENT IN WASTE MANAGEMENT (collection, sorting recycling, reuse).

"Citeo Customer" Prize - the criteria are as follows:

- ✓ VIABILITY: Project that can be replicated; technical difficulty to be solved, prototyped and tested with a view to deployment
- ✓ FEASIBILITY:
 - Degree of technicality appropriate to the Do Tank framework (i.e. dimensioned to correspond to the Do Tank),
 - Level of maturity (state of progress of the Project),
 - Pre-identified participating team (between 5 and 15 participants) who can be physically present for around 3 to 5 days + 1 hr / week at distance,
 - Varied confirmed skills (business, technical, marketing, design, etc.).
- ✓ DESIRABILITY: in line with Citeo's values and principles (ecological impact, eco-responsibility, etc.) --> Strong environmental and societal impact.

Each Project will be studied in the light of the above criteria.

The Intermediate Jury will select for presentation to the Final Jury those Projects whose interest, quality and suitability have been judged to be in line with the criteria mentioned above, it being understood that the Organiser is not obliged to select a minimum number of Projects. If fewer than ten (10) projects meet the selection criteria, the Intermediate Jury reserves the right to select for the Final Jury only the number of projects that it considers suitable.

The Final Jury will designate the winners of each prize.

4. Intellectual Property

It is understood that the Participants and their possible beneficiaries (including any potential partners with whom they may have contracted at the end of the Competition) retain full intellectual property rights over their Projects and any results that the latter may have generated before or after the Competition. The purpose of this Competition is in no way to transfer these rights in whole or in part or to license these rights to the Organiser or its Partners.

In case of an invention that is protectable within the framework of industrial and commercial property, the Participant and his possible beneficiaries (including any partners with whom he may have contracted after the Competition), will have exclusive entitlement to file a patent or any other industrial and commercial property title.

The Organiser and members of the Jury undertake to refrain from claiming any intellectual property rights with respect to the Projects and their results.

Each Participant shall be the sole judge of the desirability and modalities of protecting Confidential Information by claiming such rights.

The organisation of the Do Tank being likely to involve third parties (service providers, experts, consultants, start-ups, etc.), it will be necessary to conclude an agreement between Citeo, the winner and potential third parties, concerning the conditions of intellectual property and confidentiality for the work to be carried out within the framework of the Do Tank. In the absence of such an agreement, the Do Tank cannot be organized and the winner won't be able to demand an indemnity or compensation from Citeo.

5. Confidentiality of information

Furthermore, the Parties agree that all information concerning a Participant, and in particular the Projects, is of a confidential nature and should not be disclosed. The Organiser undertakes not to divulge this information except to its partners and subcontractors for whom the said information is necessary for the organisation of the Competition.

However, the Participants authorise the Organiser and its subcontractors, if applicable, to use, reproduce and communicate to the public, third parties and to its supervisory bodies (the Ministry of the Environment, in particular) as well as to its auditors:

- ✓ all general information concerning the Participants of the Competition (address, size of the company, sector of activity, type of activity, names of Participant's employees involved in the Competition, logo, name, brands, etc.);
- ✓ the identity of Participants;
- ✓ the titles of finalist Projects;
- ✓ photographs and speeches from the Competition award ceremony.

The use, reproduction and communication of the elements listed above can be in the form of both printed paper documents and digital format. This includes, for example, all documents and communication materials relating to the Competition, the activity report of the Organiser, publications on the Organiser's website or on the Platform, etc.

These elements can also be used and communicated by spoken word.

In addition, the Participant authorises the Organiser, its subcontractors, service providers and partners to use all data relating to the Project with a view to organising the Competition and, in particular, for the information of the Juries.

6. Responsibility

It is expressly understood that the Organiser has undertaken to organise the Competition in the context of its mission as an official eco-organisation.

It should be recalled that the Organiser is a non-profit company.

The Organiser declines all responsibility for any consequences of any meetings, and/or partnerships that may ensue between the Participants (and in particular the winner(s)) and potential investors,

partners, co-contractors, third parties, etc. with whom the Participants may collaborate during or after the competition.

Moreover, in the context of the awards, the Organiser's role is limited to introducing the winner (s) to potentially interested partners. The Organiser will not be part of any relationship / collaboration that may ensue and in no way guarantees the winner (s) a positive outcome with respect to this relationship.

In other words, the Organiser declines all responsibility in the event that the introduction fails to lead to collaboration or funding of the winner(s) by the partners to whom the former have been introduced.

To this end, Participants waive the right to incur the liability of the Organiser (and any subcontractors, service providers and partners) and waive any recourse against the Organiser (and potential subcontractors, service providers and partners) for any damage or loss of opportunity they may suffer as a result of their participation in the present Competition.

Furthermore, the Organiser's liability cannot be incurred in the event of force majeure as defined by Article 1218 of the Civil Code and case law, or in the case of any event beyond its control that may disrupt or prevent the smooth running of the Competition in any way whatsoever.

The Organiser cannot be held responsible for any delays, losses, theft, or damage to mail, or illegible postmarks caused by postal service

The Organiser also declines all responsibility and no recourse can be brought against it in the event that force majeure (strikes, bad weather, etc.) should partially or totally prevent Participants from taking part in the Competition and / or the winner(s) from benefitting from his/her/their prize(s).

In all circumstances, the Organiser reserves the right to modify any date and / or time announced in the present Rules.

7. Personal data

In relation to the Competition, the Organiser will collect and process data that may be linked to the natural persons of the Participants (hereinafter the "Personal Data").

The Organiser will process the Personal Data in accordance with the regulations on the protection of personal data, in particular Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and to the free circulation of this data, as well as in accordance with any national or European legal or regulatory provisions and all the recommendations, deliberations and other standards enacted by the *Commission Nationale de l'Informatique et des Libertés* ("Data Protection and Freedoms").

In application of the Data Protection and Freedoms Regulation, natural persons whose names are used by the Organiser have the right of questioning, access, rectification, deletion, limitation, portability and opposition and may contact the Organiser at the relevant head office address, in the event no other specific details appear on the documents used to collect personal data.

The Organiser undertakes to comply with all obligations incumbent upon it under the relevant data protection regulations and to process personal data only on the instructions of the data controller,

retaining proof of the fulfilment of these obligations so as to be able to provide this evidence without delay upon request by the data controller.

8. Disputes

The Participants and the Organiser shall endeavour to come to an amicable settlement in any dispute relating to the validity, interpretation or execution of the present Competition Rules and the proceedings of the Competition.

It is understood that any Participant who behaves inappropriately (aggressiveness, rudeness, attempted cheating, sabotage, attempted corruption, interfering with another Participant, etc.) will be immediately eliminated from the Competition.

Any Participant failing to abide by the present Rules will also be eliminated.

In the event that the parties are unable to reach an amicable settlement, disputes will be submitted to the Commercial Court of Paris.

The present Rules have been drawn up in the French language. In the event that they should be translated into one or several foreign languages, the French text shall prevail in all cases of dispute.