

# **Challenge rules**

## **1. Organizing company and purpose**

Natixis, a French limited company with share capital of €5,040,461,747.20, listed in the Paris Trade and Companies Register under No. 542 044 524, with registered office located at 30 avenue Pierre Mendès, Paris, France (hereinafter the "ORGANIZING COMPANY"), is organizing an on-line free contest with no purchase obligation for all the company's and its subsidiaries' employees, in accordance with article L. 233-1 of the commercial code, from January 28, 2019 to April 11, 2019 inclusive at 11.59 pm (French time), called "Smart & Simple" (hereinafter the "CONTEST").

These rules (hereinafter the "RULES") define the rules applicable to the CONTEST, which will be accessible on the CONTEST website <https://smartandsimple.natixis.bemyapp.com>.

## **2. Conditions for participating in the contest**

Participation in this CONTEST, organized for Natixis<sup>1</sup> and its subsidiaries<sup>2</sup> employees (hereinafter the "ORGANIZING COMPANY"), is optional, free of charge and there is no obligation to purchase the products and services or sign or adhere to the contracts offered by the ORGANIZING COMPANY to its customers.

This CONTEST is open to all staff (permanent, fixed-term, interns and students on work placement) of the ORGANIZING COMPANY and its subsidiaries in France and internationally (hereinafter the "PARTICIPANTS") who have agreed to these RULES. However, members of the Jury and employees who participated, directly or indirectly, in any capacity and for any reason, in the implementation or organization of this contest may not be PARTICIPANTS.

## **3. How to participate in the contest**

### *a. Context of the CONTEST*

The organization of the CONTEST is part of the ORGANIZING COMPANY'S New Dimension strategic plan under the auspices of the ORGANIZING COMPANY'S Senior Management. It involves encouraging PARTICIPANTS' collective intelligence to develop practical projects to simplify staff's day-to-day work (simpler, smoother and more efficient) and improve the employee experience to give more time to focus on their key priority - serving our clients.

The CONTEST aims to involve the ORGANIZING COMPANY'S staff in a world-wide innovative initiative and enhance their engagement by highlighting their projects, combining business expertise with creative potential.

These RULES apply to this CONTEST.

### *b. Purpose of the CONTEST*

The CONTEST involves PARTICIPANTS developing a prototype on a set theme in a team and over a limited period of time. The set theme for the contest is: How to simplify Natixis' staff's day-to-day work? Proposals submitted must relate to simplification of in-house processes at the ORGANIZING COMPANY.

## **4. Contest registration and procedure**

### *a. Registration:*

Registration in the CONTEST implies the express and unconditional acceptance of all the provisions of the RULES, the rules of professional conduct in force on the Internet (code of good conduct, etc.), and

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<sup>1</sup> In France and internationally, in accordance with article L. 233-1 of the commercial code and registered as staff.

<sup>2</sup> Staff in SFS subsidiaries will have access to the platform and can take part in the CONTEST until it is complete, under the same conditions as other participants.

the laws and regulations applicable to games, lotteries and contests in force in France. It is expressly stated that only one prize may be awarded per participant throughout the CONTEST period. Participation in the CONTEST is only possible via the CONTEST platform <https://natixis.bemyapp.com><sup>3</sup>, between January 28, 2019 and April 11, 2019 at 11.59pm (French time). After this date, participation will not be accepted by the ORGANIZING COMPANY. Moreover, participation by any other means is excluded and will not be accepted by the ORGANIZING COMPANY.

Staff at the ORGANIZING COMPANY are informed of the launch of the contest using all the ORGANIZING COMPANY'S own communications channels (intranet, in-house magazine, email, ORGANIZING COMPANY'S corporate social network, posters and CONTEST website).

Participants may take part in the CONTEST individually during the ideation phase. However, from the development phase, PARTICIPANTS must make up a team of between at least 4 members and at most 6 members.

Participation in the CONTEST during the ideation and development phases must be in either French or English and only via the CONTEST web platform.

Each PARTICIPANT is responsible for managing the time spent on the platform and the frequency of visits.

The same PARTICIPANT can submit several proposals. If several of his/her proposals are selected following the ideation phase, the project owner cannot take part in two teams and will therefore entrust development of the project selected to an employee of his/her choosing.

*b. Procedure:*

The contest will take part in 3 separate stages:

- 1) From 01/28/2019 to 02/17/2019 at 11.59pm (French time), the ideation phase, or call for projects, within the company worldwide via the devoted CONTEST platform,
- 2) From 02/23/2019 to 03/24/2019 at 11.59pm (French time), the development phase for proposals selected following the ideation phase and creation of teams via the devoted CONTEST platform,
- 3) On April 9, 10 and 11 (2.5 days), a Final Sprint (final phase) in Paris bringing together the best projects.

Projects are selected by both a Jury and a vote by the ORGANIZING COMPANY'S staff, on the basis of the criteria outlined in article 5.

*i. Ideation phase*

At the start of the CONTEST, staff at the ORGANIZING COMPANY (France and internationally) receive an email invitation with a link to the CONTEST platform. Participants click on the link to visit the platform and register (using a Natixis email address only). Certain pieces of information (personal password, business line, location, skills, etc.) are required to create a profile.

PARTICIPANTS can then submit their proposals to improve efficiency and/or simplify in-house processes at the ORGANIZING COMPANY via an application file. To do so, the PARTICIPANT visits the Projects page on the platform and clicks on the button "Add project".

The pre-established application file will consist of a title, a description of the area(s) of difficulty and the solution put forward, as well as the profiles needed to make up the project team. Once the application is completed, it will be visible to all PARTICIPANTS on the platform.

Illustrations such as .pdf files (maximum size 6 MB), URL, images (maximum size 20 MB, resolution 1920x1124px), diagrams, videos, etc. are accepted if they help promote greater understanding of the subject matter, while ensuring that the application file remains short and accessible. The organizing

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<sup>3</sup> Optimized for Chrome, accessible from computer, tablet or smartphone, connected to the ORGANIZING COMPANY'S IT network.

team<sup>4</sup> has the right to provide these items or not to the selection bodies, depending on their relevance and with the aim of ensuring fairness between the candidates.

To ensure the creation of multi-disciplinary teams, PARTICIPANTS can display the skills/profiles/expertise they require for their projects. PARTICIPANTS can also express their interest in joining a team/project using the Comments section available on each project page.

PARTICIPANTS can also view inspiring content (articles, infographics, webinars<sup>5</sup>). Participants can watch and comment on the webinars in real time, and the recordings will then be made available on the platform.

PARTICIPANTS will be able to vote for their favorite projects. They can vote for as many projects as they like.

### *ii. Development phase*

PARTICIPANTS will make up their teams on a voluntary basis by March 1, 2019 at 11.59pm at the latest. To promote multi-disciplinary collaboration, no more than two people from the same department can take part in the same team.

During this phase, teams are supported by an in-house expert/facilitator whose role is to support and advise the team in order to develop their project and put the proposed solution into context with the ORGANIZING COMPANY'S organization. External coaches/experts may participate depending on the teams' requirements.

The CONTEST organizing team appoints in-house experts/facilitators to the teams managing the selected projects. Where possible, this appointment will take into account the in-house experts/facilitators' knowledge on the business scope of the projects selected, and the geographical location.

Sessions with coaches and in-house experts, aimed at helping the project team develop their solution, can involve several subjects (business line, integrability/feasibility, pitch, technical aspects/design, financing, etc.).

### *iii. Final Sprint (final phase)*

The Final Sprint will take place on-site in Paris (France) requiring participants' presence over 2.5 days on April 9, 10 and 11, 2019 (week 15).

To take part in the Final Sprint, the team members must be available from the evening of April 8, 2019 to take part in the launch of the final phase.

Working days used to travel and for the Final Sprint are not deducted from annual leave and do not give rise to additional leave time in lieu.

During this phase, teams selected finalize their project and prepare to present it to the Jury. PARTICIPANTS will be given support on methodology right throughout the Final Sprint. Coaches and/or experts whether inside or external to the ORGANIZING COMPANY (developers, UI/UX designers, agile coaches) will be able to advise the teams to ensure their projects are progressing in terms of prototyping, quality of solutions, pitch preparation<sup>6</sup>, etc.

Presentations will be made in French or English, depending on each team's choice.

## **5. Selection criteria**

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<sup>4</sup> The organizing team is made up of members of the ORGANIZING COMPANY, including staff from the Communications department and Organization Consulting.

<sup>5</sup> A webinar is a seminar broadcast live via the internet.

<sup>6</sup> Short, efficient and impactful presentation of the project to convince the jury in a short space of time.

Projects submitted must comply with the theme “Simplification of in-house processes” at the ORGANIZING COMPANY and provide or be able to provide real value-added for the ORGANIZING COMPANY.

Projects that do not comply with the rules in the current rules document, with banking regulation or where the subject is deemed to be irrelevant will automatically be eliminated.

Project selection criteria are as follows:

- Impact/simplification (expected benefits/contribution): project’s ability to improve operations at the ORGANIZING COMPANY and day-to-day work for its staff,
- Innovation: originality and/or specific aspects of project,
- Feasibility: ease of implementation and resources required,
- Transversal aspect: potential for widespread application.

## **6. Procedure for project selection**

Projects are selected in three stages.

### *a. Project selection after ideation phase*

Volunteer employees from the Natixis Purple Leaders (NPL) and Natixis Leadership Program (NLP) groups will make up the Selection Committee.

The committee is responsible for selecting thirty projects<sup>7</sup> on the basis of the criteria listed in article 5. Projects selected after the ideation phase are:

- The 6 most popular projects based on staff votes on the platform,
- The 24 projects selected by the Selection Committee.

The Selection Committee will pay particular attention to representation of all business lines and/or geographical locations during the project selection process.

The participants who filed the applications for the 30 projects selected can choose whether to continue the CONTEST or not. If the person filing the application does not wish to (or cannot) take part in the development phase, he/she must inform the organizing team and will look for a volunteer staff member to take on the project and continue the CONTEST. If no staff member wishes to take on the project, then another project that has not been selected among the 30 chosen projects will be selected by the organizing team.

### *b. Project selection after development phase*

Projects will be submitted to a Jury made up of staff from the Natixis Purple Leaders (NPL) – including Natixis Global Leaders (NGL) – and Natixis Leadership Program (NLP) groups to choose ten projects that will take part in the Final Sprint (final phase).

The Selection Committee will pay particular attention to representation of all business lines and/or geographical locations during the project selection process.

### *c. Project selection after the Final Sprint (final phase)*

The ten finalist teams will present their projects to a Jury made up in particular of members of the ORGANIZING COMPANY’S Senior Management Committee.

This presentation will take place in a pitch format, followed by a short question & answer session between the team and the members of the Jury.

Members of the Jury will name the winning team based on the criteria outlined in article 5 and on the basis of the performance during the pitch.

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<sup>7</sup> These projects will be submitted to the ORGANIZING COMPANY’S Legal and Compliance departments to ensure they comply with regulation in force at the date of the CONTEST.

## **7. Winners**

To have the right to receive one of the rewards available, the PARTICIPANT must comply with the following:

- Register on the CONTEST platform by March 1, 2019 at 11.59pm at the latest,
- Be selected and have received confirmation of participation in the Final Sprint (final phase),
- Register as part of a team, in accordance with participation conditions, via the application file (project page) by March 1, 2019 at 11.59pm at the latest,

## **8. Prize-giving ceremony**

The CONTEST prize-giving ceremony will take place in Paris - France on April 11, 2019 following deliberation by the Jury.

Prizes will be presented to the winners at this time.

## **9. Prizes**

Prizes awarded are accompanied by a reward:

- Of a value of up to €300.00 for each of the members of the teams that take part in the Final Sprint (excluding members of the winning team),
- Of a value of up to €700.00 for the members of the winning team.

Prizes may not be exchanged, and will not be replaced by their cash value or a voucher.

## **10. Schedule for the contest**

Participation in the CONTEST is allowed between January 28, 2019 and April 11, 2019 inclusive, unless the schedule outlined in the Rules' conditions is changed.

The schedule for the CONTEST is as follows:

- Launch of the initiative: 01/21/2019
- Submission of projects on platform: from 01/28/19 to 02/17/2019
- First selection of projects: from 02/18/2019 to 02/22/2019
- Project development: from 02/23/2019 to 03/24/2019
- Second selection of projects (staff vote): from 03/25/2019 to 03/29/2019
- Final Sprint and pitch: from 04/09/2019 to 04/11/2019
- Results announcement: 04/11/2019
- Prize-giving: 04/11/2019

## **11. Participants' commitments**

Each participant in the contest undertakes to:

- Fully accept and comply with these rules;
- Ensure that all information provided is sincere and true;
- Ensure that the document(s) and all content he/she publishes on the platform and/or that is included in the project(s) does not affect public order, or offend public decency or breach third-party rights. Any document and/or content that fails to comply with these principles may be immediately deleted by the ORGANIZING COMPANY;
- Provide a comprehensive description of the situation of his/her project in terms of intellectual property and any restrictions that may affect the project due to previous commitments taken by the candidate or a member of the project team.

PARTICIPANTS guarantee the ORGANIZING COMPANY that projects presented do not contain any elements taken from any other production of any nature.

PARTICIPANTS undertake to personally handle any potential claims, suits, disputes or actions that could come from any natural or legal person who took part directly or indirectly in developing these designs and/or any third party outside this contest.

Broadly speaking, PARTICIPANTS guarantee the organizer and participating companies against any disturbance or claim that could affect the full and free enjoyment of the potential rights on the projects.

The ORGANIZING COMPANY undertakes to respect each winner's moral rights.

## **12. Authorizations**

### *a. Intellectual property*

Each PARTICIPANT authorizes exclusive use of his/her project by the ORGANIZING COMPANY, whether directly or indirectly, and regardless of whether the project is subject to intellectual property rights (copyright, know-how, patent, etc.), on any medium, in any way and in any form, for the duration of the corresponding rights and for all countries.

Each PARTICIPANT transfers his/her reproduction and performance rights to the ORGANIZING COMPANY, in accordance with the provisions of articles L 122-1, L 122-2 and L 122-3 of the Intellectual Property Code, on all his/her contributions conducted as part of participation in the CONTEST.

The ORGANIZING COMPANY has the right to use, reproduce, modify, adapt, resize, publish, synchronize, broadcast, use, execute, communicate, represent, display and disclose verbally, graphically or in writing, in full or in excerpts on all media, particularly paper, digital, electronic or audiovisual media, all or part of the contributions of each PARTICIPANT carried out as part of the CONTEST, throughout the world and at no cost, for the duration of the legal period of protection of copyright.

Each PARTICIPANT undertakes to sign any document required for the ORGANIZING COMPANY's use of all or part of his/her contributions, and in particular in order to file any application for industrial property rights.

In any case, the ORGANIZING COMPANY remains entirely free to use or not all or part of the projects of each PARTICIPANT.

### *b. Information & Communication*

Each participant agrees to media coverage (book, website, etc.) and authorizes the ORGANIZING COMPANY, free of charge, to present all work conducted on all communications media related to this CONTEST and to use the surnames, first names and images of the participants. The ORGANIZING COMPANY will mention the surname and first name of each participant in the project as soon as possible when the project is used for media purposes.

PARTICIPANTS may be filmed or photographed during the event. By registering for the CONTEST, participants accept the use and publication of their image free of charge by the ORGANIZING COMPANY, in particular for any advertising or promotional events relating to this CONTEST for a maximum duration of one (1) year.

Production and broadcast of films or photographs of the event shall not result in consideration of any kind for participants.

PARTICIPANTS authorize the organizer to use their surnames, first names and image (photo, video), information on their projects and the results obtained, on any ORGANIZING COMPANY in-house or external media. This authorization applies to all countries for a duration of one (1) year from the time of prize-giving, as part of information and communication actions related to the contest.

Following this one-year period, PARTICIPANTS recognize that the ORGANIZING COMPANY can use their surname, first name and image for historical reminder purposes only.

This use will not in any way result in remuneration, compensation or additional advantage other than the prizes provided set out in these rules.

### **13. Acceptance of rules**

Participation in the CONTEST implies unrestricted and unconditional acceptance of the RULES in their entirety with no possibility for contesting the results.

The ORGANIZING COMPANY reserves the right to invalidate any candidate's participation without warning at any time if he/she has failed to comply with these rules.

The ORGANIZING COMPANY reserves the right to conduct any necessary checks on the participants' identity. Any false declaration automatically eliminates the participant from the contest.

Any potential dispute or disagreement on the prizes and these rules will be decided by the ORGANIZING COMPANY, and all its decisions are final and not subject to appeal.

### **14. Accommodation/travel costs**

PARTICIPANTS' travel, hotel<sup>8</sup> and meal costs (lunch, snacks during the day and dinners) during the Final Sprint will be covered by the ORGANIZING COMPANY.

### **15. Responsibility of the ORGANIZING COMPANY**

Participation in the CONTEST via the internet implies knowledge and acceptance of the characteristics and limits of the technologies used by the internet and the technologies relating thereto, particularly as regards technical performance, response times to view, query or transfer information, the risks of interruption and, more generally, the risks inherent to any connection and transmission, the lack of protection of certain data against possible misuse and the risks of contamination by potential viruses on the network.

The ORGANIZING COMPANY may not be held liable for the malfunction of the site(s) and/or CONTEST for a given browser or for any direct or indirect damage resulting from an interruption, a malfunction of any kind, a suspension or the end of the CONTEST, for a reason not attributable to it, or for any direct or indirect damage that may result, in any manner, from a connection to the internet site of the CONTEST.

The ORGANIZING COMPANY does not guarantee that the sites and/or CONTEST function without interruption or that they do not contain computer errors.

In the event of a CONTEST malfunction, the ORGANIZING COMPANY reserves the right, when necessary, to invalidate, interrupt, defer, postpone and/or cancel the CONTEST session during which said malfunction occurred. No claim will be accepted as a consequence.

The ORGANIZING COMPANY may not be held liable if it does not receive the data relating to a participant's registration for any reason for which it is not responsible (for example, a problem connecting to the Internet for a reason attributable to the user, a temporary failure of our servers for any reason, etc.) or if the data received cannot be read or processed (for example, if the participant's computer hardware or software environment is inadequate for his/her registration, etc.).

The ORGANIZING COMPANY may not be held liable for a prejudice of any kind (personal, physical, material, financial or other) resulting from a PARTICIPANT'S participation in the CONTEST.

The ORGANIZING COMPANY declines all responsibility in case of any harm caused to the winner as a result of the use or enjoyment of the winnings. The PARTICIPANTS therefore waive any recourse and/or claim for compensation against the ORGANIZING COMPANY resulting from a prejudice that may have been caused by the acceptance and/or use of a prize.

Each PARTICIPANT is responsible for taking all appropriate measures to protect his/her own data and/or software stored on his/her computer equipment against any attack.

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<sup>8</sup> In accordance with the Natixis travel policy, available in the Purple Center.

Any person connecting to the site and the PARTICIPANTS participating in the CONTEST do so at their own responsibility.

In any event, the ORGANIZING COMPANY declines all responsibility in case of any harm caused to the winner as a result of the use or enjoyment of the winnings.

Members of the Selection Committee and all staff involved in organizing the contest undertake to keep all information on projects submitted as part of the contest strictly confidential.

## **16. Personal data**

The personal data collected in connection with this CONTEST is processed in accordance with European General Data Protection Regulation and the French Data Protection Act of 6 January 1978 as amended relating to computer processing, files and civil liberties (the "Data Protection Act") and based on the execution of the present Rules. Such data is intended for the ORGANIZING COMPANY, which is responsible for data processing in its legitimate interest and uses said data to conduct the CONTEST and to prepare statistics regarding participation.

Personal data is stored and used within the European Union by BeMyApp (<https://privacy.bemyapp.com/>) for the entire time needed to conduct this CONTEST. Personal data used to establish proof of a right or of a contract is held during the applicable legal duration for any action founded on such right.

Each participant has the right to access, rectify, oppose, limit, delete and transfer personal data in accordance with the conditions in the applicable regulation at given time. They can also provide instructions on what happens to data in the event of death or withdrawal of consent (if given), and submit a complaint to the appropriate authority. All requests must be accompanied by a copy of an identity document.

To exercise these rights, the person concerned must send this request to the Natixis Data Protection Officer, BP 4, 75060, Paris Cedex 02 – [dpo@natixis.com](mailto:dpo@natixis.com)

## **17. Statutory filing - modifications**

Participation in the CONTEST implies unrestricted and unconditional acceptance of the RULES in their entirety by each of the Participants.

Non-fulfilment by a PARTICIPANT of the conditions of the RULES and of all those that may be issued by the ORGANIZING COMPANY to ensure the proper conduct of the CONTEST will result in the PARTICIPANT's exclusion from the CONTEST, and the ORGANIZING COMPANY will have the final say in such cases.

The ORGANIZING COMPANY will ultimately decide on any difficulty that may result from the interpretation and/or application of the RULES and on any dispute that may arise, particularly with regard to the conditions or results of the CONTEST.

The ORGANIZING COMPANY reserves the right at all times to interrupt, cancel, defer or postpone the CONTEST and/or to modify its procedures and prizes, after notification by all appropriate means, in case of force majeure or if circumstances beyond its control so require, for which it may not be held liable.

The RULES would then be updated accordingly. The latest version of the Rules will be posted online on as quickly as possible on the website devoted to the CONTEST <https://smartandsimple.natixis.bemyapp.com>.

Moreover, no reply will be given to any request made verbally, by phone or in writing regarding the interpretation and application of the RULES, the mechanism and procedures of the CONTEST or the list of winners.

The full CONTEST RULES have been filed with SCP Eric Chapuis and David Buzy, associated bailiffs based at 10, rue Pergolèse, 75016 PARIS.



The RULES can be changed at any time by the ORGANIZING COMPANY and will be published in their amended form at the location outlined below. The revised rules will come into force and be considered accepted by participants when they are posted on-line on the CONTEST website <https://smartandsimple.natixis.bemyapp.com>.

#### **18. Applicable law/Disputes/Attribution of jurisdiction**

Parties fully agree that by participating in the contest, they are necessarily subject to French law, particularly as regards any litigation that may arise from the contest that is the subject of the current rules or that is directly or indirectly related to said contest.

This CONTEST is subject to French law. Any disputed interpretation of these RULES and any cases not provided for will be decided by the ORGANIZING COMPANY. All requests concerning the interpretation of the RULES must be received in writing. No reply will be given to any request regarding the interpretation of these RULES received by the ORGANIZING COMPANY more than 30 days after the end of the CONTEST.

Any dispute that cannot be settled amicably will fall within the jurisdiction of the Paris courts.

Paris, January 21, 2019.

*Translation for information purposes only. In case of discrepancy between the French and the English version, the French version shall prevail.*