

RULES OF THE "NEXTTEL START UP CHALLENGE"

VIETTEL CAMEROUN SA

Is a Cameroonian telecommunications company headquartered in Yaoundé and Douala, with **neXttel** as its commercial name. It is composed of two shareholders namely: **VIETTEL-Group** (Vietnamese company) and **BESTINVER**. As the third telephony operator and pioneer of 3G technology in Cameroon, **neXttel** launched its commercial activities on September 12, 2014.

neXttel is an operator that provides Cameroonians from all walks of life with 2G / 3G products and services tailored to their needs.

neXttel, within the framework of the development of its activities, wishes to support youth innovation initiatives and accompany them in the development of their projects through the **neXttel Startup Challenge**.

About the NEXTTEL START UP CHALLENGE

The **NEXTTEL START UP CHALLENGE** is a competition for startups organized by **neXttel**. The competition will run from December 20, 2016 to February 19, 2017, with a financial allocation of one million FCFA for the winner and 500,000 FCFA each for 2nd and 3rd place, as well as the presentation of their projects during the “**PROMOTE 2017**” expo, which will be attended by influencers, businessmen, key industry decision makers and thousands of visitors.

Conditions

The competition is open to all startups based in Cameroon and possessing valid fiscal documentation required for their business activities.

Projects should be submitted via the competition website, *nsc.neXttel.cm*, before the deadline of 13 January 2017.

Competition Process

At the end of this first stage of project submission, which ends on the **13th of January 2017**, the submitted projects will be examined by a jury that will have to retain the six (06) best projects for the second round.

For the second stage, each of the six (06) finalists selected by the jury will have to present their projects to the jury on a date that will be communicated to them in advance. At the end of the second round, the jury must select three (03) winning projects.

The jury will be composed of a team of 10 professionals in marketing, telecommunication and digital technology.

Project Selection Criteria

1- Innovation

The project must be innovative, that is, it must enhance an existing concept, or be completely revolutionary.

2- Tested and proven – it should “work”

3- The project must have an impact on a wide range of people (young students, employees etc.)

4- The project must be exploitable in the short-term, i.e. between 3 and 6 months.

5- The project must be rooted in the ICT field and must use telecom services as a medium (telephone, internet, big data etc.)

6- The submitted business plan must be clear, precise, in word, powerpoint or pdf (.doc, .doc.x / .ppt, .pptx/ .pdf) and must not exceed 10 pages.

DETAILS OF THE REGULATION

PREAMBLE:

neXttel provides participants with a website (nsc.neXttel.cm) that enables them obtain more information about the competition and to register their application.

The **neXttel Startup Challenge** competition is limited to Cameroon. Projects from countries other than Cameroon will not be considered.

Article 1 - Definitions

1.1. **Jury**: expert committee to evaluate the projects of the participants.

1.2. **neXttel Startup Challenge**: competition for startups organized by **neXttel**

1.3. **PROMOTE**: an international trade fair organized by the Inter-Progress Foundation.

1.4. **Participant:** any legal person, company, company of the community of startups, developers, suppliers established in Cameroon.

1.5. **Start up:** a young company, requiring an investment to finance its rapid growth.

1.6. **Intellectual property:** Designates works of the mind- inventions; literary and artistic works; designs and models; emblems, names and images used in trade.

Intellectual property is protected by law, for example through patents, copyrights and trademark registrations, which allow creators to derive recognition or financial benefit from their inventions or creations.

1.7. **Result:** Any document submitted by the Participant to **neXttel** for the evaluation of the services offered by **neXttel** in the context of the Contest. It is on the basis of this document that the Committee will decide to determine the winners in the challenge. Results may contain tables, charts and graphs.

1.8. **Protectable Results:** The elements of Results that are protected by intellectual property rights.

Article 2 - Eligibility for the Project - Submission - Allocation

2.1. The **neXttel Startup Challenge** Contest is for formal startups that are in good standing for tax purposes. (Up-to-date tax records: patent, taxpayer's card, non-royalty certificate, trade register, plan certificate, plan and certificate of location).

To participate in the Competition, the company must be established and registered in Cameroon.

2.2 After receipt of applications, 6 participants will be selected by the jury for the continuation of the competition.

The Jury does not have to justify itself on the conditions of eligibility and the criteria applied, it remains sole master of its choices, which the Participant accepts and acknowledges explicitly.

To participate in the competition, the participant must log on to the website *nsc.neXttel.cm* in order to submit their application.

2.3. The Participant undertakes to make every effort to develop its service in accordance with the objective of the challenge.

A description of the project developed by the Participant must be sent exclusively via the form available, to the link *nsc.neXttel.cm/register.nsc*

The deadline for receipt of projects developed is **13 January 2017 at 12:00 AM (Cameroon time)**.

2.4. **neXttel** may cancel the application of any Participant by written notification sent to the Participant's email address if it appears that the Participant has breached its obligations described in the Rules, if **neXttel** is legally bound to do so, or If **neXttel** considers in its sole discretion that the Project is no longer feasible. In this case, upon **neXttel**'s request, the Participant concerned undertakes to destroy the Data concerning **neXttel** on any medium within one week of receipt of the written notification.

2.5. The Committee will announce the 06 finalists no later than January 20, 2017 and the three Winners of the Contest no later than 01 February 2017.

The prizes awarded for the contest are as follows and span two phases:

• **First phase:**

A first (1st) prize will reward the Participant's Project chosen first by the Jury. **neXttel** will organize and take charge of the award ceremony.

The first (1st) Prize is constituted as follows:

A sum in cash of one (1) million CFA francs;

neXttel products

The 2nd and 3rd Prizes are constituted as follows

A cash sum of 500,000 FCFA each, as well as **neXttel** products.

neXttel will organize and take charge of the awards ceremony. Any written, verbal and / or oral communication between the Participant and **neXttel** will be done in consultation between the two parties.

• **Second phase:**

The three (03) Winners of the competition will be presented with a partnership proposal with **VIETTEL Cameroon SA**. The purpose of this partnership proposal is to distribute the Winner's service within the **neXttel** network.

In no case may prizes be refunded. They are neither exchangeable, nor transferable, nor can they be the object of any counterparty.

2.6. Nothing in the Regulation shall be interpreted as creating any obligation on the part of **neXttel** and / or the Participant to contractually bind in the future for any reason whatsoever.

Article 3 - Confidentiality

3.1. The Participant undertakes not to disclose the Data of neXttel and to apply to all the Data disclosed at least the same precautions that it applies to its own confidential information against any public disclosure but in no case below the measures of Reasonable protection. neXttel Data may not be disclosed to third parties without the prior written consent of neXttel. Furthermore, the Participant undertakes (i) to limit the use and access to neXttel's Data to its employees and (ii) to inform them in writing of the confidentiality of such information. The Participant is responsible for any breach of these terms and conditions by any person, third party and / or entity to which the information is communicated.

3.2. Reciprocally neXttel undertakes not to disclose the Protective Results and to apply to all the Protective Results disclosed by the Participant at least the same precautions that they apply to their own confidential information against any public disclosure, but in no case below Reasonable protection measures. No communication of Protectable Results may be made to third parties without the prior written consent of the Participant. In addition, neXttel undertakes (i) to limit the use and access to the Protectable Results to their employees and (ii) to inform them in writing of the confidentiality of such information. neXttel is responsible for any breach of these terms and conditions by any person, third party and / or entity to which it communicates the information.

Article 4 - Duration

4.1 The Participant agrees to keep the **neXttel's** Data confidential perpetually.

4.2 For any other obligation, the Participant undertakes to comply with them for at least five (5) years after the date of approval hereof.

Article 5 - Restriction of Use of Data

5.1 The Participant undertakes to restrict its use of **neXttel's** Data solely for the purposes of the Contest until the final award date, regardless of whether or not it is selected by the Jury to whom it has submitted its Project. Thus, any unsuccessful Participant must destroy **neXttel's** Data within one week of the awarding of prizes at the end of the first phase and / or the second phase. Any other use of the Data of any kind whatsoever outside the needs of the Competition by the Participant and the employees is not allowed.

Article 6 - Intellectual Property of the Data

6.1. The projects submitted as part of this competition are the property of the participants. Any exploitation by VIETTEL Cameroon SA will be the subject of a contract between the two parties (**VIETTEL Cameroon SA** and the participant)

6.2. It is expressly agreed that no provision in this Regulation can in any way be interpreted as conferring expressly and / or implicitly, directly and / or indirectly, temporarily and / or permanently, a license of the intellectual property rights Data, with the exception of the limited right to use such information for the purposes of the Contest.

Article 7 - Intellectual Property Related to Results and Protectable Results

7.1. The Participant acknowledges and agrees in advance that the Results, other than the Protectable Results, may be publicly disclosed in whole or in part by **neXttel** to whom the Participant presented its Project, at the time of the official announcement of the results of the Contest and / or The presentation of the prize but also through technical journals and / or conferences and / or exhibitions. For purposes of clarification, and unless expressly agreed to by the Participant, **neXttel** is not authorized to disclose and / or use in any way, including in-house, any elements of the Protective Results that may be developed by Participant.

7.2. The Participant is and remains free to use and / or publish the Protectable Results, developed by the latter, after the designation of the Winners by the jury of **neXttel**. In the event that the Participant would like to refer to **VIETTEL Cameroon SA**, make mention of **VIETTEL Cameroon SA**, and / or use the trademark (including the logo) **neXttel**, the Participant must, prior to any publication, send in advance and in writing to **VIETTEL Cameroon SA** a copy of the proposed publication and obtain its written consent.

7.3. Winners also agree to make reference to the Contest when using and / or publishing and / or making the Results and in front of any public, i.e. "Prize won through the **neXttel Start Up Challenge**, CAMEROON".

7.4 The Winners authorize in advance **neXttel** to use their names, trademarks for publicity and / or public relations purposes, without the use of any remuneration whatsoever.

Article 8 - Non-restriction of remedies and / or remedies

8.1 Following a use and / or communication of the Data of **neXttel** by the Participant not authorized herein, the Participant acknowledges that in most cases the compensation is not an adequate remedy: the nature of the Data signifying that precautionary actions are necessary in order to prevent loss or damage (without excluding **VIETTEL Cameroon SA** from claiming compensation). Consequently, and in addition to any compensation, if the Participant has breached its obligations, it acknowledges that **neXttel** may request the application of emergency / conservatory measures by a judge including but not limited to injunctions, forced prosecution and / or other appropriate remedy against the Participant. In order to do this, **neXttel** will not be obliged to demonstrate the existence of any loss and / or prejudice.

Article 9 - Applicable law - Jurisdiction

9.1. This Agreement shall be governed by Cameroonian law, with the exception of provisions relating to conflicts of laws and resulting in the application of any other legislation for the interpretation and / or execution of the Regulations.

9.2. Participation in this contest constitutes acceptance of these rules by the participant.

Any dispute or dispute arising out of or in connection with this by-law will be settled amicably. In the absence of such an amicable arrangement, it shall be the exclusive jurisdiction of the courts of Douala-Bonanjo.

Article 10 - General provisions

10.1 No rights conferred by the Rules may be transferred or transferred in any manner whatsoever.

10.2 Any waiver or amendment to the Rules shall be evidenced in writing and duly signed by one of the representatives of each party and any default or delay in the exercise of any right shall not be considered as a waiver.

10.3 Should one of the provisions of the Regulation be annulled by any competent court, this clause shall be deleted without invalidating the entire agreement, of which all remaining clauses shall remain in full force and effect.

10.4 Participation in the NeXttel Startup Challenge implies full acceptance of the terms and conditions of the Settlement in their entirety. Any inaccurate and / or false declaration in whole or in part, any fraud would entail the immediate disqualification of the Participant. VIETTEL Cameroon SA shall decide on any dispute relating to the participation and application of the Regulation. No telephone and / or written request will be answered regarding the interpretation and / or application of the conditions of the Rules, the mechanisms and / or modalities of participation and the list of Participants and / or Winners. VIETTEL Cameroun SA reserves the right to extend and / or cancel the Contest.

10.5 All Participants have a right of access, rectification and opposition to the data concerning them, justifying their identity.

10.6 neXttel shall not be liable for any technical malfunction of its network.

10.7. The Regulations are available online at *nsc.neXttel.cm*

The said regulation is posted at the head office of VIETTEL Cameroun SA located in Douala, and in all its regional representation, as well as in the chambers of Master OWONA née Suzanne EDIMO, Bailiff of Douala, PO Box 15 592 Douala.

Drafted in Douala on 19/12/2016 in six (06) original copies of equal legal value.