



MANITOU SCHOOLS COMPETITION RULES

“Handling The Future”

ARTICLE 1 THE ORGANIZER

The Company MANITOU BF SA, with registered share capital of EUR 39,617,974, registration number in the Nantes trade and companies 857 802 508, with registered office at 430 rue de l’Aubinière, 44150, Ancenis (France), (hereinafter “MANITOU”)

Is organizing from 19 September 2018 to 30 June 2019 inclusive a free competition with no obligation to purchase named “Handling the Future” on the theme of “How to grow the appeal of the Manitou brand to satisfy the clients of tomorrow”,

(hereinafter the “Competition”)

On the dedicated website at the following address: handlingthefuture.manitou-group.com (hereinafter the “Site”), hosted by Agorize SAS, with registered share capital of EUR 71,146, registration number in the Paris trade and companies register 530 774 439, domiciled at 34 rue du Faubourg Saint Antoine, 75012, Paris (hereinafter “AGORIZE”) on its website <https://www.agorize.com/fr/>.

And under the conditions defined below:

MANITOU BF (“MANITOU”) is the parent company of the Manitou group, the world leader in rough-terrain handling.

MANITOU designs, produces, distributes and services equipment used for construction, agriculture and industry. The group’s product ranges include: fixed, rotary and heavy duty rough-terrain telescopic handlers, rough-terrain, semi-industrial and industrial masted forklift trucks, compact loaders (skidsteers) on wheels and tracks, articulated loaders, backhoe loaders, aerial work platforms, truck mounted forklifts, warehousing equipment and accessories. Thanks to its iconic brands, Manitou, Gehl and Mustang by Manitou and its network of 1,500 dealerships across the world, the group offers the best possible solutions by creating the greatest value for its clients. With a headquarters in France, the group recorded a turnover in 2017 of 1.6 billion euros in 140 countries and employs 4,200 people around the globe who are firmly focused on customer satisfaction.

The Competition forms part of MANITOU’s innovation strategy and its commitment to Corporate and Social and Environmental Responsibility.

In fostering close partnerships with several regional teaching institutions, MANITOU wishes to organize the Competition in particular for educational and communications purposes.

ARTICLE 2 SCOPE

This Competition is open to and reserved for students enrolled at a higher education institute or university, individuals aged eighteen (18) and over, excluding all associates and staff of MANITOU and any person who has been directly or indirectly involved in the organization of the Competition (hereinafter “Participant(s)”). One entry per person (same name, same address) is permitted during the duration of the competition.

The Participant may be:

- A student,
- A team comprising a maximum of 4 students, from the same or different academic year or higher education establishment.

Participation in the Competition implies express and unconditional acceptance by the Participant of all of the stipulations of these Rules and in particular articles 7 and 13, the latest version of the code of conduct available online (ethics, code of good behavior, etc.) as well as the laws and regulations applicable to games/competitions in effect in France.

No disputes will be considered if not received within 60 days from the closure of the competition.

MANITOU reserves the right, at any time, to request a copy of the participant’s identity card or passport or an official civil status certificate to verify the age of the participants as well as any document which demonstrates the enrollment of the participant in a higher education institute or university.

Any fraud or attempted fraud in this competition will lead to the Participant being excluded from the competition.

ARTICLE 3 CONDITIONS FOR PARTICIPATION

3.1 Competition Schedule

Entries in the Competition are open from 19 September 2018 at 00:01 to 15 March 2019 at 23:59, Paris time (hereinafter referred to as the “Entry period”). The date and time of entries as recorded by the computer system via the entry form on the dedicated platform for the competition handlingthefuture.manitou-group.com shall be sole arbiter.

Participants entered have up until 29 March 2019 23:59 (Paris time) to submit their file via the dedicated platform for the competition handlingthefuture.manitou-group.com so that they can be studied by a pre-selection committee composed of MANITOU employees. No extension nor exemption to this period will be granted, for any reason whatsoever, to Participants. Only the first 40 files submitted will be studied.

MANITOU reserves the right to extend or suspend the Competition at its sole discretion. In any case, it shall not be held liable and no compensation may be claimed in this respect. In these circumstances, MANITOU shall put in place the technical resources to inform the participants of the same via the platform.

3.2 Validation of entry into the Competition by the Participants

To validate their entry in the Competition, the Participants must, during this period, carry out the following steps:

1. Log in to the Site,
2. Review the rules and the MANITOU brief
3. Complete the online form
4. Confirm

These stages automatically confirm entry in the Competition. All entries must be made electronically on the dedicated platform for the Competition, to the exclusion of any other method. Consequently, no entry by post or email shall be considered. All entries which do not contain all of the required information shall be invalid.

The Participant undertakes to provide accurate information. If this undertaking is breached, the entry may be withdrawn retroactively, without prejudice to the other rights of MANITOU. In the event of any change of any personal details, the Participant must pass on his/her new details by sending a message to the email address privacy@manitou-group.com

3.3 Content of the Project submitted by the Participant

- The expected deliverables are: a PDF with a maximum of 20 illustrated pages, excluding annexes (e.g. videos, bibliographies, article extracts).
- The content: an in-depth presentation of a detail action plan (schedule, actions, ideas, roll-out, timing, etc.) of its operation and benefits for the Manitou brand.
- a photocopy of the student card(s) of the participant(s)

Projects which do not conform with the rules and/or brief will be rejected.

3.4 Criteria for selection of the Project by the Jury

No later than 26 April 2019, the pre-selection Committee shall draw up a list of 5 Projects from which the winners of the Competition will be drawn.

The 5 Projects will be assessed in more detail through an oral presentation ahead of the deliberation of the jury and the awarding of the respective prizes in a ceremony. Failure to present the file at the time of this oral presentation will result in the Participants relating to said file being disqualified.

The pre-selected Participants shall be informed by telephone and/or via email.

ARTICLE 4 THE JURY

The Jury shall be composed of 5 to 7 members from MANITOU.

The Jury shall select on the basis of the following criteria, among others:

- the relevance of the action plan,
- innovative and differentiating ideas,
- consideration given to the customers of tomorrow,
- expertise in different communications channels and their tool(s),
- alignment with the DNA of Manitou (innovation, family business, international, leader, premium, CSR strategy)

The decisions of the Jury shall be taken on a majority vote, each member of the jury having one vote.

The decisions of the Jury are final and may not be challenged by the Participants or any third party.

MANITOU reserves the right to disqualify any Participant whose project does not meet the requirements of the specifications/brief.

Disqualification for any reason whatsoever shall mean the non-award of the prize which the Participant(s) may have been able to claim.

Candidates whose application is not successful may not be entitled to claim any compensation of any kind.

ARTICLE 5 PRIZES OFFERED

The prizes on offer for this Competition are as follows:

- A check for six thousand (6,000) euros as first prize.

- A check for four thousand (4,000) euros as second prize.
- A check for two thousand (2,000) euros as third prize.
- A check for one thousand (1,000) euros for fourth and fifth prizes.

The prizes will be awarded to the winning projects. For team entries, the sum is to be divided between the members of the team.

ARTICLE 6 AWARDING OF PRIZES

The winners will be invited to a prize giving ceremony which will be held no later than 30 June.

ARTICLE 7 Intellectual Property

Each Participant guarantees that the Project is original and previously unpublished, that it does not infringe the copyright, intellectual property or industrial property of any third party and undertakes to indemnify MANITOU against any justified claim brought by a third party for an infringement of these rights.

Each Participant guarantees that all of the elements which make up the submitted Project and all information which it provides in relation thereto are accurate, reliable and complete.

It is understood that for the Project rewarded under the terms of article 5 above, all of the Creations produced as part of the said Projects, whether technical or aesthetic, as well as the intellectual and industrial property rights relating thereto, shall be assigned to MANITOU. Participants acknowledge that the prizes awarded constitutes fair remuneration for this transfer.

“Creations” means, in particular, all operations, information, data, analyses, plans, diagrams, drawings, photographs, computer graphics, models, know-how, samples, mock-ups, reports, manuals, software (including algorithms, source code, object code and associated documentation), technical data, specifications, databases and/or any other type of information in any form whatsoever.

1 - If the Creations are protected by copyright, the rights assigned include, in application of article L131-3 of the French intellectual property code, all proprietary rights, including the right of reproduction regardless of the format, the right of representation by all means, the right of adaptation and modification and the right to market, and

2 - In case of protection of the Creations by the filing of a patent or a design protection application, this application shall be filed solely in the name(s) of MANITOU or any other company designated by it, the names of the inventors shall be included and the Participant shall provide MANITOU with all technical support required to obtain said patent.

This assignment shall be granted worldwide for the duration of the intellectual and industrial property rights on the Creations, including each of their protected elements.

It should be noted that, if the Creation is subsequently developed and used commercially, MANITOU may pay additional remuneration to the Participant(s) from the team behind the Creation, the conditions for which shall be negotiated in good faith by the Participants and MANITOU, taking into account their respective actual contributions. Indeed, for the purposes of the development of the Creation, additional analysis work, studies and tests shall be performed by MANITOU, to which the Participants may contribute, where appropriate.

For Creations which are not rewarded by the Jury and for which MANITOU has not acquired the intellectual property rights, the Participants are asked to approach MANITOU before making any approaches to develop their Creation with competitor companies of MANITOU in order to discuss, in good faith, with MANITOU under a new confidentiality agreement relating to the new technology.

ARTICLE 8 CONFIDENTIALITY

The Participants undertake to keep the brief strictly confidential along with all confidential information supplied by MANITOU in relation to the Competition, the Project which the Participants submit to MANITOU as part of the Competition and any preparatory document and not to disclose information about these elements without the prior written agreement of MANITOU.



**ARTICLE 9
PUBLICITY**

MANITOU reserves the right to make use of the Projects and the identity and image of the Participants for communications or publicity purposes for a duration of 10 years, in paper, audio-visual or digital formats, worldwide, free of charge and at the sole discretion of MANITOU.

To this end, the Participants authorize MANITOU to mention the Projects, the identity and the image of the Participant in press articles, advertising documents or brochures and to exhibit them at public events of its choosing with no limit of duration.

**ARTICLE 10
LOGGING IN THE SITE**

Participants are reminded of the nature and limitations of the internet, with particular regard to technical performance, the response time for viewing or transferring information and the risk of contamination.

MANITOU rejects any liability deriving from the consequences for the Participants from logging in to the platform handlingthefuture.manitou-group.com

More specifically, MANITOU shall not be liable for any material or financial damage caused to the Participants, their computer equipment and to data stored thereon as well as the consequences which may ensue for their personal, professional or commercial activities.

It is therefore the responsibility of each Participant to take all appropriate measures to protect his/her data and/or software stored on his/her computer equipment against any attack. All Participants log in and participate in the Competition at the sole responsibility.

**ARTICLE 11
CHECKS AND RESERVATIONS**

MANITOU reserves, in particular in cases of force majeure, the right to shorten, extend, suspend, modify or cancel the Competition. In the event of cancellation by MANITOU or a Participant, there is no provision for any compensation.

These changes shall, however, be notified in advance using all appropriate methods.

**ARTICLE 12
DATA PROTECTION**

MANITOU is the recipient of personal data collected by AGORIZE during the Participant's entry on the AGORIZE website, in accordance with the Conditions of Use and the Confidentiality Policy of the AGORIZE site. These data are made available to MANITOU by AGORIZE at the time of the Participant's entry into the Competition.

MANITOU shall process all of the personal data of the Participants in the Competition transmitted in this way solely for the purposes of managing the Competition. This shall include: checking entries, pre-selecting and selecting files, organizing the final and awarding the prizes, sending the prizes.

The Participants' personal data transmitted in this way shall be retained by MANITOU until 30 September 2019 and solely for the above purposes, unless if:

- A longer retention period is authorized or imposed by a legal or regulatory provision;
- The Participant exercises, under the conditions stipulated below, his/her right of deletion, limitation or objection as provided for by the legislation.

In accordance with the French Data Protection Act of 6 January 1978, modified by Regulation 2016/679 of 27 April 2016 relating to the protection of individuals with regard to the processing of personal data and the free circulation of these data, the Participant enjoys:

- the right to access, correct, delete, limit the processing for the person in question and the right to object to the processing and the right of portability by submitting a request to the following address: privacy@manitou-group.com and providing the necessary information for identification: full name, email address, etc.
- the right to make a complaint to the supervisory authority;

ARTICLE 13 LIABILITY

MANITOU shall not be held liable for direct or indirect material or financial damages caused during the Competition.

In particular, MANITOU shall not incur any liability for any reason whatsoever if it is required to cancel the Competition, to shorten or extend it or to modify the conditions. In the event of cancellation by MANITOU or a Participant there is no provision for any compensation.

ARTICLE 14 DISPUTES

These rules are subject to French law. Any practical issue with the application or interpretation of these rules, if it cannot be agreed amicably, shall be submitted to the competent courts.

ARTICLE 15 LODGING OF THE COMPETITION RULES

These rules are lodged at the offices of:

SCP CORABOEUF & CHARNOLE
OFFICIAL BAILIFFS PARTNERSHIP
8, rue Tanneurs
44110 CHATEAUBRIANT

Any modification to the competition and the rules shall be formalized in an addendum lodged at these offices.

The rules can be consulted via the platform handlingthefuture.manitou-group.com