

# Terms and conditions

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## Preamble

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Epidemium is a collaborative and open scientific research program dedicated to the understanding of cancer through the Big Data. Epidemium is the fruit of the collaboration between the association La Paillasse and the pharmaceutical laboratory Roche (hereinafter referred jointly to as «Epidemium»). Its concretization is formed into a data challenge (hereinafter «Challenge4Cancer») which purpose is to produce collectively scientific literature. This scientific literature is aimed to be published into scientific journal.

The present rules are mandatory to participate (hereinafter referred to as «Rules») to the Challenge4Cancer.

La Paillasse is the sole entity liable for all questions related to the organization and to the conduct of Challenge4cancer. Roche could not see its liability engaged under any legal basis.

## Article 1. Definitions

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**Challenge4Cancer** : refers to the Open Science program organised by Epidemium.

**Content**: refers to all information provided by the Participant on the Platform.

**EULA**: defines the specific contracts related to the software and hardwares provided by Epidemium's Partners to Participants.

**Jury**: refers to the Ethic and Scientific committees gathered in order to judge the projects.

**Participant:** refers to any individual who accepted the Rules and whose application was accepted by Epidemium.

**Participant account:** refers to the account created by the Participant.

**Partners:** refer to third party providing a software to the Participant in the framework of Challenge4cancer

**Platform:** refers to the website available on [www.epidemium.cc](http://www.epidemium.cc) and also to its ancillary services embedded in the website and provided to the Participants during Challegen4Cancer (gitlab, wikis, rocketchat).

**Project:** refers to the scientific article on which the Team or the Participant is working on during the Challenge4Cancer in order to submit it to the Jury

**Rules:** refers to this very contractual framework.

**Team:** refers group formalized by several Participants.

## Article 2 : Access to the Challenge4Cancer

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### 2.1 Modalities of registration

The participation to the Challenge4Cancer is open and free to any person over the majority of the state of the Participant, or to any person under the majority of the state of the Participant if this person has with an explicit and written consent of his/her legal guardian(s). Each registration is for one private person. A legal personal is also allowed to participate when it has one individual acting on its behalf. Challenge4Cancer is open to every nationality without any college graduation requirement.

The participation to the Challenge4Cancer shall be considered as an acceptance of the integrality of the Rules by the Participant without any reservation.

The organizing staff of Challenge4Cancer are excluded to right to participate to

the Challenge4Cancer.

## **2.2 Contractual framework**

The Participant has to agree to the Rules and to the different EULAs in order to access/use the Platform. Those contracts constitute the entire agreement between the Participant and Epidemium. Furthermore the Participant has to comply with the Open data licenses provided by the data producer.

## **2.3 Creation of a Participant Account**

The acceptance of the aforementioned contractual framework leads to the creation of a dedicated Participant Account provided by the Platform. This Participant Account is a mandatory requirement to participate to the Challenge4Cancer. A registration will necessitate some personal data (for further information please refer to Article 13 – Privacy below). Among those information, a password with a minimal complexity will be required to prevent any misuse of the Participant Account by any third party.

Those information will be stored by Epidemium and be available to the Participant at the profile page. As a subscriber to the Rules, the Participant commits :

- to provide true, exact and complete information and
- to maintain the completeness of the information and to update it.

The Participant Account is strictly personal. It could only be used individually and could not be shared or be assigned to any third party. The Participant is liable to keep secret her/his password. Therefore, all action contrary to article 8 below committed under the Participant shall be deemed as done by the Participant.

## **Article 3: Creation and management of the teams**

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Participants are strongly encouraged to gather into Teams in order to

participate to the Challenge4Cancer.

Any Participant can choose to participate alone or by team. The Team is existing when several Participants are gathered in a project submitted by a Participant. This Participant is sole chooser to determine whether a Participant is welcomed in the Team (s)he created. Beside the aforementioned powers, the Team is constituted of the Participants registered in it at the wiki freeze mentioned in the Rules.

The gathering of Participants in a Team implies an active participation to the Project by every Participants. Participants are free to leave and/or to change for an another Team within a limit of one (1) month before the end of Challenge4Cancer. Beyond this date, Participant can not join a new team under the aforementioned conditions. However this limit could be circumvented by the collect of the majority of the Team requested by the Participant.

In case of a disagreement related on the participation of a Participant in a Team, a qualified majority ( $\frac{3}{4}$  of the Team) of the members of the Team can exclude the said Participant. In case of a failure of such a vote, the mediation stated by article 14 of the Rule may be applied.

## **Article 4. Indicative schedule of the Challenge4Cancer**

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Registration for the Challenge4Cancer is available on the website [www.epidemiium.cc](http://www.epidemiium.cc) from the 6th of June 2017 to the 4th of December 2017.

Indicative program:

- Tuesday 6th of June 2017 at 20h : Launch of the Program ;
- Tuesday 5th of december 2017 at 23h59 Paris time : end of Challenge4Cancer; freeze of the wiki
- December 2017: selection of the finalist Projects by the Jury ;
- January 2018: Open door to all the Participants where the finalist teams will

present their projects and awards ceremonies.

In addition to this schedule, events will be announced progressively on the webpage [www.epidemium.cc](http://www.epidemium.cc). Those events are free and available to any interested party.

## Article 5. Description of the prizes

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Challenge4Cancer will end by the award of special honorifics mentions rewarding the scientific articles written by the Teams. Specific awards may be also provided to the finalist team. The specific awards will be announced during the Challenge4Cancer.

The honorific mentions will be delivered in the following categories :

- best impact on the patients health award ;
- most ethical award for the project which would put forward the ethical questions ;
- best dataviz award– the most understandable dataviz and the easiest to understand ;
- best wiki award - the most complete documentation, the clearest and the appealest one ;
- the more original submission award ;
- the more collaborative project award will be delivered to the project which will include the more different profils and will receive the more contribution on its wiki;
- the best proposal of a scientific paper.

Epidemium won't provide any service or any guarantee other than those awards, notwithstanding the potential rewards announced in the project. Epidemium won't take in charge any transportation and housing fees to come to the Challenge4Cancer premises or to any surrounding events. All fees are the sole responsibility of the Participants.

## Article 6. Challenges

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- See and foresee cancers (June 6 2017 - December 5 2017)
- **SEE CANCERS:** Constructing a Data-Visualization of the incidence of cancers by exposing the epidemiological factors associated with their dynamics.
- **FORESEE CANCERS:** Developing a predictive tool for the progression of cancer in time and space, depending on the known or supposed factors that determine its evolution.

## Article 7. Appointing the winning teams

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After the submission of the Project by the Participants, the Jury will appreciate the quality of the said submissions under the criteria mentioned below under the light of the methodological and principles provided by the Ethical committee. This evaluation grid is defined below:

Participants shall respect:

- the legal and regulatory guidelines in effect;
- declaration of links of interest;
- confidentiality and privacy of the human being (for both public and private data sources);
- pre-existing ethical rules of the data used;
- integrity and transparency in the collection, analysis and processing of data;
- the principles of beneficence and no-maleficence through the evaluation of risk vs. benefit;
- a commitment to share work documentation as well as year-end results and conclusions.

Each and every one project will be judged by the Jury only and only if:

1. it comes from a Participant or from a Team ;
2. the Project could be elected as a normal one ;
3. registered in the conditions stated in the Rules;
4. original ;
5. and published on the Platform.

The Jury will be particularly careful to the value brought by the Project, whichever the nature of this value (technological, scientific, medical, ecological, social, cultural, pedagogical, citizen) through the comparison with similar developments available.

The Jury will also took in consideration other inside qualities for its judgement, such as : using value, creativity, ergonomy, innovative aspect, graphic qualities, reachability... and without being exhaustive the originality of the contribution, submitting a concept which was little or not studied, which explores plainly the abilities of the technologies provided during the Challenge4Cancer and the wealth of the data provided or available through the Open data portals, the quality of the Projects and the presentation, the technical feasibility of the Projects, the relevance of the reutilization of the open data provided, the potential of development and of perpetuation.

The Participants of each laureate Project will be invited to do a presentation during the closing ceremony of Challenge4Cancer.

The Jury will select the best Projects submitted. At the end, the Jury will gather before declaring its ruling by announcing 3 winning Projects and the Projects awarded by the mentions aforementioned.

The decision ruled by the Jury could not be questioned. The decision does not have to be motivated or to be justified. No claim shall be done after the choice of the winning Participants. All wrongful information related to the identity or to the address of the winner shall void the choice of the Jury.

## **Article 8. Moderation and prohibitions**

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## 8.1. Rules of prohibitions

The Participant is entirely liable of every Content that (i) (s)he provides to any third party, (ii) that (s)he sends through the private message provided by the Platform, or (iii) (s)he stores in her/his personal spaces on the Platform or (iv) the spaces available to third party, (v) that (s)he downloads on the forum or on the wiki, or (vi) (s)he sends through by any way through the interface provided by the Platform.

The Participant is also aware that every Content put online by an another Participant is published under her/his sole liability. Epidemium can not be held liable to any prior control on those contents, neither to any general obligation to monitor the Content stocked by the Participant.

However, Epidemium reserves the right to delete any Content in conflict with the Rules without issuing any formal notice. Participant explicitly agrees that (s)he is explicitly forbidden from using the Plaform in order to participate, directly or indirectly, in any way whatsoever, in:

- provocation, eulogy or encouragement to commit crimes or offenses, and particularly crimes against humanity,
- eulogy or encouragement of racial hatred,
- activity or Content of racist, xenophobic, or negationist character,
- activity or Content of pedophile character, or that is liable to constitute or be associated with, either directly or indirectly, child pornography, or the trivialization of such acts,
- eulogy or encouragement of violence, suicide, or the use, production or distribution of illegal substances, or acts of terrorism,
- insults, slander, violation or injury to the right of personal privacy, image, honor and/or reputation, violation of the personality rights of a third party or of Epidemium,
- any attack or hacking of a third party's computer system, or the illegal collection, processing, or transmission of data,
- any propagation of computer contaminants, or hacking activity of any sort



whatsoever, whether it concern the Platform, or system, or any other service, or system linked to the Internet, regardless of the technology and method used (for example, use of an automated program).

Specifically, in accordance with the local applicable law, the Participant declares and guarantees, but not in a limiting way, that the use of the Platform, its various pages, and all Content that the Participant makes available:

- respects all local laws and legislation, in particular those of France, as well as the rights of third parties, and that the Participant will exclusively pursue legal purposes in its use,
- will not participate, directly or indirectly, in any prejudicial, deviant, abusive and/or illegal practices, such as the use or attempted use of data that violates the rights of third parties and/or laws or legislation, and/or activities such as phishing, spamming, hacking or any attempt to hack a computer system, or any infringement mentioned in Articles 323–1 to 323–7 of the French Penal Code.

## **8.2. Code of conduct**

The present code of conduct is enforced within the Challenge4Cancer. Participant is obliged to respect it.

### **8.2.1. Epidemium's Pledge**

In the interest of fostering an open and welcoming environment, Epidemium pledges to make participation in Challenge4Cancer and to the Participants a harassment-free experience for everyone, regardless of age, body size, disability, ethnicity, gender identity and expression, level of experience, nationality, personal appearance, race, religion, or sexual identity and orientation.

### **8.2.2. Our Standards**

Examples of behavior that contribute to creating a positive environment include: Using welcoming and inclusive language Being respectful of differing

viewpoints and experiences Gracefully accepting constructive criticism  
Focusing on what is best for the community Showing empathy towards other  
community members

Examples of unacceptable behavior by the Participant include:

- The use of sexualized language or imagery and unwelcome sexual attention or advances
- Trolling, insulting/derogatory comments, and personal or political attacks
- Public or private harassment
- Publishing others' private information, such as a physical or electronic address, without explicit permission

Other conduct which could reasonably be considered inappropriate in a professional setting

### **8.2.3. Epidemium's responsibilities**

Epidemium is responsible for clarifying the standards of acceptable behavior and is expected to take appropriate and fair corrective action in response to any instances of unacceptable behavior.

Epidemium has the right and the responsibility to remove, edit, or reject comments, commits, code, wiki edits, issues, and other contributions that are not aligned to this code of conduct, or to ban temporarily or permanently any contributor for other behaviors that Epidemium deems inappropriate, threatening, offensive, or harmful.

### **8.2.4. Enforcement**

Instances of abusive, harassing, or otherwise unacceptable behavior may be reported by contacting the Epidemium at [contact@epidemium.cc](mailto:contact@epidemium.cc). All complaints will be reviewed and investigated and will result in a response that is deemed necessary and appropriate to the circumstances. Epidemium is obligated to maintain confidentiality with regard to the reporter of an incident. Further details of specific enforcement policies may be posted separately.

Participant who does not follow or enforce the code of conduct in good faith may face temporary or permanent repercussions as determined by other members of the Epidemium.

This code of conduct is adapted from the Contributor Covenant, version 1.4, available at [contributor-covenant.org](https://contributor-covenant.org).

### **8.3. Reporting of infringement**

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In case of a Content stocked on the Platform presenting a manifestly unlawful disturbance, it could be noticed to Epidemium by sending an email to [contact@epidemium.cc](mailto:contact@epidemium.cc) . The notification shall allow Epidemium to identify the alleged unlawful Content and its path to the said Content. The notification shall contain the following information :

- name, first name and residence of the plaintive ;
- a copy of the Content and the URL address of the website page ;
- the reason of why the alleged unlawful Content shall be withdrawn.

All wrongful notification of a lawful Content shall be punished by judicial sanctions or shall trigger the stipulation stated in 14.3. below.

### **8.4. Sanctions**

When one or several aforementioned acts are perpetrated, Epidemium will demand to the infringer Participant to stop her/his acts when those acts are irrelevant. However, in the case of repetition or in the case of the breach of law, and notwithstanding the expulsion of the Participant from the Platform, Epidemium will communicate the infringement to the police. In consideration of article 14, Epidemium under his own and only appreciation can exclude Participant infringer.

## **Article 9. Liabilities**

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## **9.1.**

Epidemium won't be held liable of all network malfunction or servers of its website host, or any kind of event which could be escape to its reasonable control, which may preventing the Participant from accessing to the Platform.

## **9.2.**

Epidemium still allow the possibility to interrupt, to suspend momentarily or to modify part or the whole access to the Platform, in order to maintain the Platform, or for any other kind of reason, without any kind of liability nor any kind of compensation.

## **9.3.**

Epidemium shall employ any means to ensure a quality access to the Platform. Epidemium could not be held liable to any continuity of the Platform.

## **9.4.**

Epidemium warrants to own every intellectual property rights allowing to the Participant to conclude the Rules. On this basis, Epidemium warrants that all the services available to the Participant could not constitute a counterfeit of a previous work, whichever nature the work is.

## **9.5.**

In those conditions, Epidemium warrants to keep safe and secure the Participant from any intellectual property infringement action which may be activated by any potential stakeholder on the basis of any functionality provided by the Platform or on the basis of third party softwares hosted and available to the Participant in the conditions described by the Rules

## **9.6.**

Epidemium is held to a best efforts obligation to the commitment held in the Rules.

## 9.7.

The Participant explicitly acknowledges and agrees that Epidemium shall not be held liable to services interruptions nor to subsequent damages linked to :

- a force majeure or an administrative/judicial decision ;
- to an interruption of electricity whichever is provided by a public or private operator ;
- to an abnormal or fraudulent use of the Platform by the Participant or any third party necessary to stop the service for security reasons ;
- to a dysfunctioning of hardware or software hosted or to an access to Internet by the Participant or due to a wrong use of the Software by the Participant ;
- to any attack or hacking by a third party hosted into the system or to the illicit extraction of data, despite the implementation of security protocols in the state of art, Epidemium is only held to a best effort obligation ;
- to delay to the transfer of information and data, when Epidemium is not at the origin of the said delay ; to the functioning of any means of communication which are upheld by Epidemium ; to search to disanonymize personal data which were anonymized, and to inform immediately Epidemium in the case of a fortuit personalization of the personal data.

## 9.8.

Epidemium could not be held for any incidental damages or for damages which are directly and exclusively linked to a failure of the Platform.

## 9.9.

Epidemium keeps the right to proceed to service interruptions in order to

uphold and to maintain the Platform. Epidemium commits, in the width of its best efforts, to proceed to those interruptions only in short periods.

## **Article 10. Force majeure**

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In case of a force majeure as defined by la Cour de Cassation's case law, Epidemium's liability shall not be engaged. Thus the modalities of Challenge4Cancer shall be modified, shortened or cancelled. Epidemium reserves the right to report any announced date. In the case of the presence of a force majeure, Epidemium reserves the right to report, shorten, extend, modify or cancel Challenge4Cancer without being held liable for this action. Participants could not sue for any claim or any compensation for this subject.

## **Article 11. Convention of proof**

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Epidemium reserves the right to modify the Rules at any time by a public announcement done by any electronic means or by a public announcement on the Challenge4Cancer website [www.epidemium.cc](http://www.epidemium.cc).

Participant acknowledges that, except in an obvious mistake case, Epidemium could use as a proof any act, fact or omission, softwares, data, registration files, operations and other elements (such as follow-up reports) of any kind of form or computer supports, established, received or conserved directly or indirectly by Epidemium, including the information systems of the partners. Epidemium shall respect the stipulation of article 13 (Privacy) below.

Participant commits to don't contest the admissibility, the validity or the probative force of the elements as aforementioned, on whichever legal basis and which specified that certain documents shall be written or signed by the parties in order to become a proof.

## **Article 12 : Intellectual Property**

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## 12.1. Reproduction of the Content

Participants explicitly agree that the Contents created and shared on the Platform will be displayed under an open source license as defined by the criteria settled by the Open Source Initiative( available on <http://opensource.org/osr>).

The editing of a Content on the Platform implies that Participant agrees to Epidemium a worldwide, royalty-free, non exclusive, irrevocable licence for any public reproduction and representation of the Content on the Platform, understood that Epidemium is entitled to organize and upgrade the Content through publication technics implemented by the Platform. Furthermore, the Participant explicitly agrees that Epidemium is authorized to reproduce and represent the Content freely in a context of research and development. However, Epidemium commits to always mention the authorship of the Participant of the Content when displayed or represent outside of Epidemium.

Due to a moderation obligation, Participant's Content could be modified or deleted by Epidemium upon any request of any third party. However a cached copy will be kept until the prescription of french criminal law.

Considering the original Content, i.e. the Content solely created by the Participant, the Participant agrees to accept that the original Content shall be under an Open source licence in the condition aforementioned.

## 12.2. Content created as a Project

Each Participant is stakeholder of the intellectual property of her/his contribution within the Project. The Participant agrees that the Team is also collectively the stakeholder of the Project created within the Challenge4Cancer. However, each Participant provides a warranty to Epidemium and to the Team against any claim based upon a copyright infringement from any third party.

Participant will be free to put their contribution under a free or an open source license as defined by the Open Source Initiative (available on [opensource.org/osd](http://opensource.org/osd)) or by the Free Software Foundation [www.fsf.org](http://www.fsf.org). The

Participant shall choose the accurate license for her/his contribution in order that the chosen license shall be compatible with the Team's choice.

All Project shall be documented enough in order to allow any third party to reproduce all or any parts of the results provided by the Project submitted to the Jury.

In accordance with the stipulation stated in Article 13 (Privacy) below, the Participant agrees that all the information provided during its presentation, informations captured by a videographic mean, shall be put under the Creative Commons licence 4.0 BY-SA-NC.

The Participant agrees to respect and to comply to any license agreement of any software provided freely by a Partner. The Participant agrees that the said software provide by a Partner shall only be used within the exclusively framework of the Challenge4Cancer. Furthermore, in case of the use of some specific software provided by a Partner, the Participant shall mention the said use in its documentation with the mention « Developed with the use of (name of the software) ». A procedure of authorization could be implemented to provide to the Participant an access to the Partner's software .

Participant acknowledges that only Open Data available to any interested party are only allowed in the Challenge4Cancer. The violation of any stipulation shall have for consequence the suspension of the access to the Platform by the Participant and to any software solution provided by a Partner.

### **12.3. Hypertexts links to the Contents**

Epidemium authorizes, without prior grant, to set up hypertexts links toward its Platform. The websites which choose to point toward [www.epidemium.cc](http://www.epidemium.cc) are solely liable to the content displayed.

Epidemium accepts to host hypertext links toward websites edited or published by third parties. Epidemium does not exercise any prior control on the content linked, Participants explicitly acknowledge that Epidemium shall not be liable for the provisioning of those resources and Participants cannot hold Epidemium



liable for the display of this content.

## 13. Privacy

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### 13.1.

In a logic of privacy of Participants, Epidemium commits that the data collection and treatment of personal data, done through the use of the Platform shall be done in accordance to the law n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés, dite Loi « Informatique et Libertés ». The purpose of this collect and of this process of personal data is in order to personalize Participant's experience, to improve the website and to improve Participant' service.

### 13.2.

Accordingly to the article 34 of the « law n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés, dite Loi « Informatique et Libertés », Epidemium commits to provide Participants the right to oppose, access and modify the personal data related to us. Participants could use the right by writing to [contact@lapaillasse.org](mailto:contact@lapaillasse.org) or to La Paillasse, 226 rue Saint Denis, 75002 Paris.

### 13.3.

The Participant grants to Epidemium the right to film or to photograph the Participants during the Challenge4Cancer and during their presentation. Participants grant to Epidemium freely and without any exclusively the right to represent and to reproduce their image on every support allowing those reproduction and representation (especially internet website, internal television broadcast). This authorization is granted worldwide for a five (5) years period.

### 13.4.

Participants grant to Epidemium the right to reproduce and to represent all information which would be delivered during their presentation. Accordingly with Article 12 (Intellectual Property) above, Participants grants the authorization to reproduce and to represent all the information contained in their presentation, and without being limited, the representation of the images and the sound of the said presentation.

### **13.5.**

This authorization is granted only for a non commercial purpose. All commercial purpose shall be the object of a specific contract concluded between the concerned Participant(s) and with Epidemium. This authorization is granted to Epidemium only for the promotional purpose of the activities of La Paillasse and Roche on any kind of supports (audio, video, paper) and on broadcast media (television, internet, social network, youtube and any kind of internet newspaper).

### **13.6.**

Participants could be asked to sign a written authorization in order to allow Epidemium to use their image for specific needs. Epidemium commits to don't use the image of the Participant without her/his express authorization.

### **13.7.**

Participants are informed and agree that their personal data are automatically processed. The personal data are used only in the framework of Challenge4Cancer in order to allow the Participant to access to the services provided by the Platform and to upgrade it. Personal data and metadata could also be collected for the purposes developed below :

- All personal data collected during the registration;
- All actions implying an API call;
- All actions implying an ancillary service provided by

the Platform:

- RocketChat: All messages in a public channel;
- GitLab: All written actions;
- OwnCloud: all file transferring;
- Wiki: All written actions.

Epidemium may also implement anonymization technic for all personal data collected.

### **13.8.**

Epidemium is only liable for the only process of the personal data within the frame of Challenge4Cancer. Personal data collected by Partners are managed by their own privacy policy. Personal data will be kept for a duration of 13 months after the last connection of the Participant on the Platform.

### **13.9.**

All servers hosting personal data are situated in dedicated services provider situated in France. The servers are situated within Gandi's premises (63–65 Bd Massena, 75013 Paris) and within OVH's premises (2 rue Kellerman, 59100 Roubaix). Those servers are automatically registering information based upon the IP address of the Participant related to the connection on the Platform. Those information doesn't identify the Participant as a person but are identifying the terminal. Those informations are used to determine from where the website. is seen and what are the browsing patterns of the Participant. Those informations are used in order to provide the best covert and to enhance the Platform.

### **13.10.**

During the visit of the Participant on the Platform or on its ancillary services, small text files called cookies may be installed on the Participant's terminal.

A cookie is a small file installed on the terminal during the visit of a site. The purpose of such cookies is to collect information related to the browsing of the Platform. Those information stocked on the Participant's terminal which maintains the operability with the Platform. Those cookies are not threatening the privacy of the Participant neither the security of its terminal because their are stocking a single code of randomly attributed randomly. The cookies can be managed by the internet browser of the Participant.

The analysis cookies are used to enhance the performances of the Platform by collecting informations related to the number of visitors or the use of the website.

The Platform uses the following cookies :

- the « session cookies » are temporary cookies which are maintained only when the session of the Platform is opened. The session cookies are used by the server in order to keep all the information eventually collected in several pages.
- the membership cookies allow the Participant to access to the Platform after her/his registration.
- Web analysis cookies are used to establish anonymous statistics allowing Epidemium to upgrade the management of the Platform.
- the setting up of the internet browser:

Several setting up of cookies are proposed by different browsing softwares.

The Participant can choose to configure her/his internet browser such a way that the cookies are registered on her/his terminal or that, in contrary, it could be rejected by default or up to the sender.

The Participant can chooser to configure the browsing such a way that the acceptation or the refusal shall be required punctually and prior to any installation of the said cookie on her/his terminal. Some cookies may be required to the functioning of certains services proposed by the Platform, those which requires the identification of the Participant.

The setting up of the cookies policy are defined by each browser. This setting up is described in the « help menu » of the browser » allowing to determine the choices of the Participant.

### **13.10. Each browser provides a tutorial at the following address :**

- for [internet Explorer](#)
- for [Safari](#)
- for [Chrome](#)
- for [Firefox](#)
- For [Opera](#)

## **Article 14. Litigation**

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In the hypothesis of an alleged or a proved infringement of the Rules during the Challenge4Cancer, by the Participant, Epidemium may summon an ad hoc committee which will hear the Participant. In consideration of the importance of the infringement, this ad hoc committee will judge between the temporarily or permanent suspension of the Participant.

Any contestation related to the execution of the obligations coming from the organization, the execution or the interpretation of Rules or any contestation related to the procedure stated above, will be submitted to a procedure of amiable composition. This procedure will be triggered by the reception of registration letter in La Paillasse – 226 rue St Denis, 75002 Paris, before one (1) month following the end of the Challenge4Cancer. In case of the impossibility to reach an agreement by a sole arbitrator, each Party will appoint its own arbitrator, those two arbitrators will choose a third one.

If there still is a litigation, the dispute shall be referred to the exclusive jurisdiction to the Paris court which power is expressly allocated, notwithstanding multiple defendants.