

“CREATIVE CHALLENGE” FOR REPLYERS

TERMS & CONDITIONS

These Challenge T&Cs (with the "waiver" attachment), regulate the **“CREATIVE CHALLENGE”** run by Reply and apply to all Registered Replyers of the platform.

For these Challenge T&Cs, the definitions in article 1 retain their value in both singular and plural, in both lowercase and capital letters.

The Challenge does not constitute a prize competition in accordance with article 6, paragraph 1, of Presidential Decree 430/2001, consisting of the so-called 'prize' in a consideration in kind for performance of work and relative assignment of the rights on the respective valid submission(s), in favor of the team (composed by two Registered Replyers or by up to 4 Registered Replyers), if resulting the 1st (BEST Project) selected among the finalists.

The Challenge's goal is to reward the best ideas by allowing Registered Replyers to demonstrate their creative skills working in a Team.

Since the Enrolment and the submission of the Project take place exclusively by an online procedure, Registered Replyers need to know:

- the Challenge is organized by Reply S.p.A., with registered offices in Torino, Corso Francia, 100 - Tax ID: 9757921001 and VAT number: 08013390011
- the platform is managed by Reply S.p.A., for the purposes of the Challenge
- the e-mail address to contact Reply S.p.A. relating to selection is challenges@reply.com
- the online publication of these Challenge T&Cs (with the "waiver" attachment) on the platform, in pdf format, is valid as making information available on a durable medium. Registered Users can also save, on their own durable medium, these documents, in order to be able to consult them once the Challenge is concluded, after their removal from the platform itself.

Article 1 – Challenge T&Cs definitions

Brief: the creative and technical features required to produce the related Project to join the Challenge and provided by Reply.

Challenge: the overall activity of the “REPLY CREATIVE CHALLENGE” that takes place in

accordance with these Challenge T&Cs.

Challenge T&Cs: Challenge Terms & Conditions with the "waiver" attachment, published on the platform during the competition.

Challenge rules: the simplified description of the rules of the Challenge and related problems during the competition.

Enrolment: the enrolment procedure to allow identification of teams will applying to join the Challenge.

Internet: the global network, including networks connected to each other according to TCP/IP protocol.

Final Event: the final phase of the Challenge that will take place online within July 31, 2020, except in case of force majeure.

Panel: the committee composed by members of Reply Group.

Parties: Reply, Reply Group and Registered Replyers.

Platform: the site accessible at the URL, challenges.reply.com, and after connection to the internet.

Project: the content to be produced (e.g., video, solution, idea, etc.), in English language, in compliance with format and features required by the Brief and that the Team must submit to join the Challenge.

Registered Replyers: participants who are members of the Reply organization and registered to the platform.

Registration: the procedure to identify the Registered Replyer to access and use the features offered by the platform.

Reply: the company presenting the Brief, Reply S.p.A., with registered office in Turin, Corso Francia, 100 – Tax ID: 9757921001 and VAT number: 08013390011.

Reply Group: Reply S.p.A. and any company connected to it and/or controlled by it.

Reply Organization: all Reply Group employees (with any qualifications or level, including executives) and Reply Group Managers.

Rights: the overall intellectual and industrial property rights as provided for by the applicable Italian legislation, including – by way of example and not exhaustively – the Law 22 April 1941 no. 633: protection of copyright and other rights related to its exercise; the article 2575 and following of the civil code, the Legislative Decree 10 February 2005 no. 30, etc.

Skills: the creative skills that Registered Replyers demonstrate during a Challenge.

Submission: sending a Project in compliance with the Brief.

Team: group of minimum two and maximum four Registered Replyers who wish to join the Challenge.

Article 2 - Applicable laws and disputes

The applicable law is that current in Italy, as Reply, organizer of the Challenge, has its headquarters in this territory.

For anything not expressly provided for in these Terms & Conditions, reference is made to the current laws in the Italian legal system.

For any dispute deriving from the Challenge and the related Terms & Conditions, the Court of Torino will have exclusive jurisdiction.

Article 3 - Exclusions

Are expressly excluded from participating in this Challenge:

- all registered users to the platform that are not members of the Reply organization (since the Challenge is exclusively for Registered Replyers)
- the Reply Group members who compose the Panel.

Article 4 - Enrolment

To join the Challenge, each Registered Replyer may, alternatively, through the functionalities offered by the Platform:

- a) set up a new team, choosing the relative name. In this case, other Registered Replyers must ask to join the team and can on acceptance by the first Registered Replyer set up the team. If there are four Registered Replyers in a team, no one else can join the team. If no one joins the team after the deadline for entering the Challenge, the Registered Replyer will be excluded from the Challenge since the team is not compliant with the requirement to be composed by at least two Registered Users
- b) ask to join an existing team, provided the team has fewer than four Registered Replyers and

without prejudice the Registered Replyer who established the team accepts the new member asking to join.

It is expressly forbidden for a Registered Replyer to be part of more than one team.

During enrolment, Registered Replyers – by means of the specific functionality provided by the Platform – must accept the Challenge T&Cs (and attached waiver).

Once a team has been established correctly, the team will automatically complete its Challenge enrolment.

The team's enrollment will take place between April 20, 2020 and May 21, 2020, 11:59 pm (CEST). Enrolment after 11:59 (CEST) on May 21, 2020, won't be accepted, except if there is an extension, which would be announced via the platform.

Article 5 – Brief and Project requirements

The brief will be published on the platform starting from 04:30 p.m. (CEST) on May 22, 2020, except if there is an extension, which would be announced via the platform.

The brief will detail all the information necessary to produce the related Project, including technical features (e.g., format, maximum file size, etc.) and the evaluation criteria.

The Project must be in English language, original and never published. In case the Project includes content of public domain they must be expressly indicated as 'quote'.

It will not be valid a Project with content, in full or in part:

- not created in English language
- illicit, harmful, threatening, abusive, harassing, defamatory and / or slanderous, vulgar, obscene, breaching the privacy of third parties, racists, classists or otherwise reprehensible; contrary to public policy and / or to morals or dangerous for children (by way of example and not limited to: pornographic or with inappropriate reference to alcohol, drugs or other illicit substances, etc.)
- that the Team (including each Registered Replyer) has no right to transfer or disseminate since protected by law, by a contract or by a relationship of trust (e.g. classified or confidential

information acquired during a working relationship or under not disclosure agreement)

- that affects image, company name, trade name, trademark, commercial reputation of Reply
- that affects image, company name, trade name, trademark, commercial reputation of the Companies
- that affects image, name, commercial reputation, patents, trademarks, trade secrets, copyrights, intellectual and industrial property rights of third parties
- that contains malware, viruses or other codes, files or programs created to interrupt, destroy or limit the operation of third-party software, hardware or telecommunications equipment
- that infringes, in any way, intentionally or not, any applicable law or regulation
- that contains images of minors except in case that the Team, at own expense, purchase the image from a stock photo provider, acquiring the rights for content production purpose.

Article 6 – Submissions and subsequent performance of the Challenge

The Project, as proposal for the related brief, must be submitted within May 24th, 2020 – 04:30 p.m. (CEST), after which the platform will no longer accept any submission, except if there is an extension, which would be announced via the platform.

In addition to extending the deadline for enrollment, Reply retains the right to postpone the publication of the brief and the consequent start of the time needed to send the submission, giving notice, also in this case, via the platform.

The teams will then be able to submit only one Project.

After having visualized and verified the brief, in the event that a team deems clarifications necessary, it will be possible to send a request to the Reply through the chat feature offered by the platform. Reply will have the ability but not the obligation, in their own unquestionable judgment, to respond to any request for clarification. If an answer is sent, always through the chat service, it will be visible only to the team that has made the request.

Grounds for eliminating a team from the Challenge will be:

- evidence showing that, to produce the Project content, one or more Registered Replyers have either requested or commissioned support from third parties, other than members of the team
- sending a Project not compliant with the brief or classified as not valid because of invalid

content listed in article 5.

By sending a Project, the team will have formalized its participation in the Challenge.

Each Project, after verification of validity requirements, will be qualitatively evaluated by the Panel within June 14, 2020.

The Panel, at incontestable discretion, will select not more than 10 Projects and the team who submitted the related Project will be one of the finalists.

Each Registered Replyer in finalist teams, will be informed by email in order to formalize such position that will allow the team to enter the online Final Event that, except in case of force majeure, will take place within July 31, 2020.

Reply will inform the finalist teams, by e-mail and at least 15 days in advance, regarding the exact date in which the Final Event will take place.

Furthermore, before the Final Event the finalist teams will receive, by e-mail, the instructions to access such event and the related program.

During the Final Event the finalist teams will have 10 minutes each to make the presentation of their Project to the audience that will include the Panel.

The Panel will evaluate again the finalist Project together with the quality of the presentation by the Team that will have the possibility to explain the creative idea, how it has been developed and to expose any useful information, respecting the 10 minutes time limit.

After all the presentations, at the incontestable discretion of the Panel, within the end of the event, Reply will communicate the BEST selected Project among the finalists.

Article 7 - Consideration in kind for the selected team

For each Registered Replyer member of the finalist team that will have presented the Project selected as BEST, Reply will provide, within 60 days, the goods that constitute the consideration in kind for the performance of the Project and the consequent assignment of rights, consisting of a MacBook Pro and Wacom graphic tablet.

Article 8 – Miscellanea

The parties will maintain their managerial and operational autonomy during the activities carried out

respectively in the Challenge T&Cs.

Reply is not responsible for failure to start or end the Registered Replyer for any reason attributable to third parties (by way of example, but not limited to: interruption of internet connectivity, attempted intrusion or unauthorized access to the platform or any computer systems connected to it, etc.) or due to force majeure.

Reply is not responsible for any Registered Replyers' hardware or software malfunctions, or interruption of the internet connection used by them that prevent them processing, completing and/or sending a valid submission.

Reply has the right to modify and/or supplement these Challenge T&Cs until the issue of the problems on the platform, provided that any changes and/or additions will not create unequal treatment between teams already enrolled. Any changes and/or additions will be communicated on the platform.

Participation in the Challenge does not constitute, for the team and Registered Replyers, authorization or license to use the trademarks and registered trademarks of the Reply Group.

"Waiver" attachment

The Registered Replyer, as identified by the data released during the registration process on the platform

GIVEN THAT:

- A. the Registered Replyer, together with other members of the relative team, has independently decided to join the Challenge that takes place according to the Challenge T&Cs, of which the present waiver is an integral and substantial attachment
- B. for the purposes of this waiver, the definitions in the Challenge T&Cs apply.

That said, the Registered Replyer with the present waiver will be accepted during the Challenge enrolment phase, through the appropriate functionality provided by the platform.

A) DECLARES AND GUARANTEES

1. That the information provided during registration on the platform is truthful and correct.
2. That the Registered Replyer and the other team members will be the only authors and creators of each project that they will send even if the project does not have the requirements requested

by the Brief.

3. The non-existence of rights or claims of third parties relating to any Project (even if compliant with the brief) that will be sent by the team.
4. That every Project that will be sent will be original and unpublished.
5. To know that every project will be used by the platform for the sole purpose of participation in the Challenge and that, only if the team is winning the Reply category, the project will be disclosed; in this final phase the Intellectual Property will be transferred to Reply.
6. By virtue of the previous points 4 and 5, to have nothing to claim for submitting each project, if the project will not be selected by the Panel as finalist, considering itself already fully satisfied by participation in the Challenge
7. To know that the selection is at the incontestable discretion of the Panel, as per Challenge T&Cs; therefore, nothing will have to be claimed if the project/s submitted by the team itself will not be selected.
8. To know that if several teams have the same score, the best position on the leaderboard will be occupied by the team that has obtained this score in the shortest time compared to other teams.
9. To know that, in so far as the object of this waiver is found to be wholly or in part, untruthful and/or incorrect, Reply has the right to exclude the Registered Replyer from the team participating in the Challenge.
10. To know that the subject matter of the Challenge T&Cs and of this waiver, is governed by Italian law.
11. To have been duly informed about the characteristics of the Challenge and to have freely decided to join the same

B) AS REASONED ABOVE, THE REGISTERED REPLYER IS COMMITTED TO HOLD HARMLESS AND INDEMNIFY, only the case in which the team to which he/she belongs results selected by the panel (BEST Project), the Reply Group, as well as all subjects involved in any way in the organization and/or management of the Challenge – from any request, claim, action, burden, cost, and/or prejudice of third parties, in any way connected to the Challenge and deriving from the conduct of the team that would make less or prevent the Reply Group and its donors

and/or those having the right to carry out the Challenge and exercise, the rights acquired through the Transfer.

C) THE REGISTERED REPLYER DECLARES TO TRANSFER (hereafter the "Transfer"), only the case in which the team to which he/she belongs selected by the panel (BEST Project), as in fact he/she transfers exclusively and against the consideration referred to in article 7 of Terms & Conditions, for the sole fact of having decided autonomously to join the Challenge, to Reply which accepts and acquires, for itself and/or its assignees, all the exclusive rights on the Project that has been selected by the Panel, including those of use and economic and commercial exploitation, in any form or manner, in whole or in part, without any limitation of time, territory and methods.

D) THE REGISTERED REPLYER DECLARES, ONLY THE CASE IN WHICH THE TEAM TO WHICH HE/SHE BELONGS SELECTED BY THE PANEL:

- a) that there's no impediment to release for its part the present declaration for every liberating purpose
- b) to accept that if the Project submitted by the team is selected by the Panel, it will not be entitled to receive any compensation, indemnity or reimbursement in addition to the fee in kind pursuant to article 7 of the Challenge T&Cs
- c) in relation to b) above, to have nothing to claim from Reply and/or its donors and/or assignees, transferees and in general from anyone who uses for the purposes envisaged by the Transfer, guaranteeing peaceful use of the project
- d) to not having in place legal acts that, in any case, may affect the extent and effectiveness of this waiver.