

“CODING CHALLENGE – STANDARD EDITION” FOR REPLYERS

TERMS & CONDITIONS

These Challenge T&Cs (with the "waiver" attachment), regulate the **“CODING CHALLENGE – STANDARD EDITION”** 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 in 1st, 2nd or 3rd on the leaderboard.

The Challenge's goal is to reward the best ideas by allowing Candidates to demonstrate their software programming skills working in a Team.

Being an exclusively online Challenge, 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
- publishing these Terms & Conditions on the online platform is valid as it's a durable medium.

Article 1 – Challenge T&Cs definitions

Challenge: the overall activity of the “CODING CHALLENGE - STANDARD EDITION” that takes place in accordance with these Challenge T&Cs.

Challenge T&Cs: teams must comply with the Challenge T&Cs, 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.

Input file: the file provided by the Reply Code Masters, which describes the cases of the problem to be solved within the Problem Statement.

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

Leaderboard: the ranking that lists in descending order the total score obtained by the team, and assigned according to the procedures set out in article 5 of the Challenge T&Cs.

Output file: the product of the program execution expressed by the Source Code in response to at least one of the Input Files present in the Problem Statement.

Parties: Reply, Reply Group and Registered Replyers.

Platform: the site accessible at the URL, challenges.reply.com (internet connection required).

Problem Statement: the problem description provided by the Reply Code Masters, on one or more cases described by the Input File, to which the Teams must comply for the conception and processing of the software code subject to the Valid Submission, as a solution to the problem proposed by the inputs themselves.

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

Reply Code Masters: a group of Reply expert programmers who will determine the characteristics of the Challenge.

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

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

Rights: the overall intellectual 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, etc.

Scoring: the sum of the points obtained by a team during the Challenge.

Source Code: the source code from which the solution to the Problem Statement is derived, to be sent exclusively in "UTF-8 plain text file" format, or "UTF-8 files" archive.

Skills: the IT (e.g. software programming, problem solving, etc.) skills that Registered Replyers demonstrate during a Challenge.

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

Valid Submission: sending one or more Output Files and the related Source Code, devised and elaborated by the Team for the purposes of the Challenge, as a solution to the Problem Statement.

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

All registered users to the platform that are not members of the Reply organization are expressly excluded from participating in this Challenge, since the Challenge is exclusively for Registered Replyers.

Article 4 - Enrolment

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

- a) try to 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 automatically re-enter in the case referred to in the following letter c);

- 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;
- c) ask to be aggregated automatically by the platform to any Registered Replyer that sent the same request. This will happen automatically once the deadline for the Challenge Enrolment has passed.

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, either independently by the Registered Replyers, or through automatic aggregation, the team will automatically complete its Challenge enrolment.

The team's enrollment will take place between February 7, 2020 and March 11, 2020 (23:59:59 CET).

Enrolment after 23:59:59 (CET) on March 11, 2020 won't be accepted, except if there's an extension, which would be announced via the platform.

Once the aforementioned term has elapsed, the platform will start automatic team aggregation (as described above), allowing aggregated Teams to join the Challenge.

Article 5 – Problem Statement, submissions and subsequent performance of the Challenge

The problem statement, as elaborated by the Reply Code Masters and consisting of one or more cases described in the input file, to be solved, will be published on the platform starting from 16:30 (CET) on March 12, 2020; one or more valid submissions, as proposals for solutions to the problem statement by the team, must be sent by 20:30 (CET) on the same day, after which the platform will no longer accept any submission.

In addition to extending the deadline for enrolment, Reply retains the right to:

- a) postpone the publication of the problem statement and the consequent start of the time needed to send the valid submission, giving notice, also in this case, via the platform;
- postpone the deadline or change the method for sending the valid submission, in case of unexpected

overflow or technical failure involving the platform, adopting all the appropriate checks in compliance with the equal treatment of all Teams; also in this case, Reply will give notice via the platform.

Once the problem statement is published, the teams will then be able to start processing the related output files, which are possible solutions.

Each team can send an unlimited number of valid submissions, always remembering to include, as an integral part of a valid submission, both the output file and the source code.

After having visualized and verified the contents of the problem statement, in the event that a team deems clarifications necessary, it will be possible to send a request to the Reply Code Masters through the chat feature offered by the platform. The Reply Code Masters 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.

During the process of processing the valid submission, the teams may eventually use:

- a) supporting documentation (by way of example and not limited to: books, resources accessible from the internet, etc.);
- b) libraries and software tools for public use, without prejudice to the fact that the valid submission made, therefore including the source code, must in any case be original.

Grounds for eliminating a team from the Challenge will be:

- evidence showing that, for the process of processing the valid submission, one or more Registered Replyers have either requested or commissioned support from third parties, other than members of the team, to obtain the possible solution to the problem statement;
- sending a submission, evidently not valid in this case, containing malware, viruses or other codes, files or programs created to interrupt, destroy or limit the operation of third-party software, hardware or telecommunications equipment;
- attempted unauthorized access to the platform, regardless of the outcome, for the purpose of damaging it or attempting, by way of example and not exhaustively, to manipulate the scoring system.

Each valid submission can be developed and tested, before sending, with any device in the team's possession, regardless of the operating system used.

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

For each valid submission, a score will be automatically assigned by the platform management system; this score will be given by the sum of the points processed and assigned by evaluation algorithms to the output file, referred to each (if more than one) case of the input file.

If a team sends more than one valid submission, the platform will operate with the following criterion for the purpose of awarding the final score:

1. verifies, for each valid submission, the points respectively attributed to the output file solution applied to each (if more than one) input file cases included in the problem statement;
2. extrapolation of each (if more than one) case series of input files whose output file solution has obtained the highest number of points respectively;
3. sum of the points referred to in point 2. precedent, for the purposes of the overall final score.

Regardless of the awarding of the score through the platform, the Reply Code Masters will have the right to inspect, even manually, the valid submission received and, at its own discretion, exclude from the Challenge any valid submission (i.e. conforming to the form requirements) that however were not original or processed in violation of the provisions of these Challenge T&Cs.

The above-mentioned inspection activity will be made during the Challenge and after the closing of the Challenge.

Any submission that does not fall within the valid submission requirements will not even be processed by the platform.

Once the deadline has passed within which the platform will no longer accept any submission, the Challenge will be closed.

Each team will be able to see the score obtained on the platform, but the result will be considered temporary since, at the end of the challenge, the Reply Code Masters will continue the inspection activity, reviewing/validating the scoring submission from top ranked teams on the leaderboard and decreasing the scoring if obtained by submissions not original or processed in violation of the provisions of these Challenge T&Cs.

The validated leaderboard will be available on the platform within 10 days from the end of the Challenge and will be made, in descending order, based on the total score obtained respectively by the teams.

In case of a tie between two or more teams, the shortest time taken to reach the relative score will be used to achieve the best position in the leaderboard.

Article 6 - Communication to the 1st, 2nd and 3rd position team

Each Registered Replyer in the 1st, 2nd or 3rd positioned team on the leaderboard, will be informed by email in order to formalize such position.

Article 7 - Consideration in kind for the 1st, 2nd and 3rd team on the leaderboard

The consideration in kind, for each Registered Replyer member of the 1st team on the leaderboard, in the event of a positive outcome of the document verification referred to in article 6 above, Reply will send, within 90 days, the goods that constitute the consideration in kind for the performance of the valid submission and the consequent assignment of rights, consisting of a Mac Book Pro™.

The consideration in kind, for each Registered Replyer member of the 2nd team on the leaderboard, in the event of a positive outcome of the document verification referred to in article 6 above, Reply will send, within 90 days, the goods that constitute the consideration in kind for the performance of the valid submission and the consequent assignment of rights, consisting of Apple Watch Series 4™.

The consideration in kind, for each Registered Replyer member of the 3rd team on the leaderboard, in the event of a positive outcome of the document verification referred to in article 6 above, Reply will send, within 90 days, the goods that constitute the consideration in kind for the performance of the valid submission and the consequent assignment of rights, consisting of a Apple Air-pods™.

From now on, the Registered Replyers are aware the guarantee on the aforementioned good is that offered by the manufacturer (being a purchase made by a professional and not by a consumer) and therefore equal to 12 months.

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 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, requesting acceptance by interested parties.

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 Valid Submission that they send or of any submissions sent even if they do not have

the requirement of a submission.

3. The non-existence of rights or claims of third parties relating to any submission (even if not correct) that will be sent by the team.
4. That every submission that will be sent (input file and source code) will be unpublished.
5. To know that every submission will be used by the platform for the sole purpose of participation in the Challenge and that, only if the team is 1st, 2nd or 3rd on the leaderboard, the Transfer will be provided (as defined below and related conditions expected) of the respective valid submission(s) that will have contributed to the allocation of the best total score.
6. By virtue of the previous point 5, to have nothing to claim for sending each submission/valid submission, if the team is not 1st, 2nd or 3rd on the leaderboard, considering itself already fully satisfied by participation in the Challenge.
7. To know that scoring is attributed to the team in the manner described in these Challenge T&Cs; therefore, nothing will have to be claimed if the team itself does not have to be 1st, 2nd or 3rd on the leaderboard.
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 if the team, which the Registered Replyer belongs to, is 1st, 2nd or 3rd on the leaderboard, only the consideration in kind referred to in article 7 and nothing else will have to claim against the provision of work and the consequent transfer of rights.
11. To know that the subject matter of the Challenge T&Cs and of this waiver, is governed by Italian law.
12. 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 THEY

BELONG RESULTS IN THE 1st, 2nd OR 3rd POSITION IN THE LEADERBOARD

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 THEY BELONG RESULTS IN THE 1st, 2nd OR 3rd POSITION IN THE LEADERBOARD

as in fact it 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 submissions that have generated the total score, 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 ALSO DECLARES, ONLY THE CASE IN WHICH THE TEAM TO WHICH THEY BELONG RESULTS IN THE 1st, 2nd OR 3rd POSITION IN THE LEADERBOARD:

- a) that there's no impediment to release for their part the present declaration for every liberating purpose
- b) to accept that if the team is 1st, 2nd and 3rd on the leaderboard, 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 submissions that will have contributed to the allocation of the best total score
- d) to having no right or any claim that, if the team is 1st, 2nd or 3rd on the leaderboard, the submissions that have generated the total score be used by Reply, including disclosure as 'open source

document'

- e) to not having in place legal acts that, in any case, may affect the extent and effectiveness of this waiver.