

“CODING CHALLENGE - TEEN EDITION”

TERMS & CONDITIONS

These Challenge T&Cs (with the "waiver" attachment), regulate the “**CODING CHALLENGE - TEEN EDITION**” run by Reply and apply to all Teen Registered Users of the platform, as defined in art. 1.

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 an amount (as per article 7) for performance of work and relative assignment of the rights on the respective valid submission(s), in favor of the team (composed by two Teen Registered User or by up to four Teen Registered Users), if resulting in 1st, 2nd or 3rd on the leaderboard.

This Challenge's goal is to allow Teen Registered Users to cooperate in a team and show their skills in software programming, solving the problems described below.

No fee is required to join the Challenge.

Being an exclusively online Challenge, Teen Registered Users 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 - TEEN 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 to be downloaded by each Team and to be used to submit the solution (made by Output File and Source Code) of the Problem solved.

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 the Input File related to the Problem.

Parties: Reply, Reply Group and Teen Registered Users.

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

Problems: the five cases provided by the Reply Code Masters, as published on the Platform during the Challenge, to which the Teams must comply for the conception and processing of the related Output File and Source Code, to be sent by the Submission, as solution to the problems proposed themselves.

Registration: the procedure to identify the Teen Registered User 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

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

Source Code: the source code from which the Output File, as solution to the Input File related to

Problem, is derived, to be sent exclusively in "ASCII" format.

Submission: sending one 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.

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

Teen Registered Users: participants aged from 14 to 19 years on March 12, 2020 and external to Reply Organization.

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 members of the Reply organization and all registered users to platform aged 20 years or over on March 12, 2020 are expressly excluded from participating in this Challenge, since this Challenge is exclusively for Teen Registered Users.

Regarding the Registered Users aged from 16 to 19 years old on March 12, 2020, they can decide if:

- 1) joining the "CODING CHALLENGE – STANDARD EDITION" or this "CODING CHALLENGE – TEEN EDITION";
- 2) joining both the "CODING CHALLENGE – STANDARD EDITION" or this "CODING CHALLENGE – TEEN EDITION"; in this case they must be aware that the two challenges that will take place on the platform contemporaneously.

Article 4 - Enrolment

To join the Challenge, each Teen Registered User 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 Teen Registered Users must ask to join the team and can on acceptance by the first registered user set up the team. If there are four Teen Registered Users in a team, no one else can join the team. If no one joins the team after the deadline for entering the Challenge, the Teen Registered User 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 Teen Registered Users and without prejudice the Teen Registered User who established the team accepts the new member asking to join;
- c) ask to be aggregated automatically by the platform to any Teen Registered User that sent the same request. This will happen automatically once the deadline for the Challenge Enrolment has passed.

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

During enrolment, Teen Registered Users – 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 Teen Registered Users, 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 – Problems, submissions and subsequent performance of the Challenge

The Challenge will start at 16:30 (CET) on March 12, 2020, when the five problems, as elaborated by the Reply Code Masters and consisting in algorithmic problems of increasing difficulty, will be published.

For each problem, the platform will provide five different input files distinguished by increasing

difficulty level.

For each input level, the platform will show the score (points) that will be assigned to the team that will submit a correct solution (output file and source code) to the level of the problem, as per related input file downloaded.

The five problems will be the same for all teams but the relative input files (five for each problem) will be generated differently for each team, in order to prevent that the same output file could be shared and submit by more than one team.

The last submission must be sent within 4 hours starting from publication of problems, after which the platform will no longer accept any submissions.

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;
- b) 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 problems are published, the teams will then be able:

1. to download the input files, from 1st to 4th input level, of the related problem;
2. to start processing the related output files and source code, which are possible solutions.

The 5th input level for each problem will be available for download only when the correct solution (output file and source code) to the previous four input levels will be submitted by the team.

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

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

For each submission related to the 1st to the 4th input level (for each problem) the platform will show the validation result in real time.

If the solution will be correct, the related score will be automatically assigned by the platform management system.

Regarding the submission related to the 5th input level (for each problem), the platform will not show the validation result in real time, but it will provide only a feedback about the formal correctness of the output file format submitted.

If the team will submit more than one solution (output file and source code) the platform will consider only the latest submission sent within the deadline.

Consequently, if an incorrect submission will be submitted after the correct submission, the platform will consider the incorrect one.

If the submission (the last one if more than one will be submitted) for the 5th input level (for each problem) will be correct, the related score will be only assigned at the end of the Challenge and the leaderboard will be consequently updated.

After having visualized and verified a problem and/or the related input level, 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 processing of an output file and related source code, 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 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 processing an output file and related source code, one or more Teen Registered Users have either requested or commissioned support from third parties, other than members of the Team, to obtain the possible solution to the problem;
- 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.

Regardless of the awarding of the score through the Platform, the Reply Code Masters will have the right to inspect, even manually, a submission received and, at its own discretion, exclude from the Challenge any 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 requirements of these Challenge T&Cs 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 in the 1st, 2nd or 3rd position, the shortest time taken to reach the final score (that is the sum of overall time used for all the correct submission) will be used to achieve the best position in the leaderboard.

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

Each Teen Registered User in the 1st, 2nd or 3rd positioned team on the leaderboard, will be informed by email in order to formalize such position and will be required to send, within 10 days and via email, a copy of their own identity document in order to verify the current correspondence with the information provided at the time of registration to the Platform.

If the Teen Registered User is not at least 16 years old, he/she will receive, as attachment of the

abovementioned email, a document to be filled in and signed by the parents (or legal guardian); such document, together with the copy of the identity document both of the parents (or legal guardian) and of the Teen Registered must be sent within 10 day days from request and via email.

If a Teen Registered User:

- a) did not reply to the aforementioned communication within 30 business days, or the response would be without the copy of the requested identity document and, if not at least 16 years old, without the additional document requested;

or

- b) responds in good time, but results in a non-conformity between the information present on the identification document and that previously provided;

participation in the Challenge will be considered non-compliant and will be forfeited, for the Teen Registered User, the right to amount pursuant to Article 7 that follows.

If this happens and the other Teen Registered Users making up the 1st in the leaderboard have correctly fulfilled the request by the established deadline, they'll retain their right to the amount referred to in Article 7 which follows.

Should any of the circumstances referred to in a) and b) above happen, Reply and/or its assignees also reserve any subsequent action for their own protection aimed at compensation for any damage, patrimonial and non-pecuniary, as the acceptance of "Reply Challenges Platform Terms and Conditions of Service", the Challenge T&Cs and attached waiver will consequently be non-compliant. Reply can't be held in any way responsible if the communication sent isn't received by one or more Teen Registered Users as a result of:

- i. an unreachable or non-existent email address (if disabled after registration)
- ii. configuration, on the client or server side, of the email box that erroneously classify the message sent by reply as spam.

In the event of a response by the Teen Registered User within the prescribed deadlines, complete with a copy of the identity document (if not at least 16 years old, together with the additional document requested) and compliant with the data provided during registration to the platform, Reply will ask to provide the IBAN code necessary to pay the amount pursuant to article 7 which follows.

If the Teen Registered User is not at least 18 years old and is not a bank account holder, the IBAN code to be provided will be the one related to the parents (or legal guardian).

Article 7 - Net amount for the 1st, 2nd and 3rd team on the leaderboard

Reply will allocate, for the **1st team on the leaderboard**, in the event of a positive outcome of the document verification referred to in article 6 above, as net amount for the performance of the valid submission and the consequent assignment of rights, 5.000€.

The above-mentioned net amount will be shared in equal parts, among the components of the Team, that will be paid, within 60 days, by bank transfer.

Reply will allocate, for the **2nd team on the leaderboard**, in the event of a positive outcome of the document verification referred to in article 6 above, as net amount for the performance of the valid submission and the consequent assignment of rights, 2.000€.

The above-mentioned net amount will be shared in equal parts, among the components of the Team, that will be paid, within 60 days, by bank transfer.

Reply will allocate, for the **3rd team on the leaderboard**, in the event of a positive outcome of the document verification referred to in article 6 above, as net amount for the performance of the valid submission and the consequent assignment of rights, 1.000€.

The above-mentioned net amount will be shared in equal parts, among the components of the Team, that will be paid, within 60 days, by bank transfer.

Reply will also proceed, within the terms established by law, to pay the withholding tax, on the gross amount, if applicable.

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 Challenge 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 Teen Registered Users' 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 Teen Registered Users, authorization or license to use the trademarks and registered trademarks of the Reply Group.

If any provision or provisions of these Challenge T&Cs shall be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law.

"Waiver" attachment

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

GIVEN THAT:

- A. the Teen Registered User, 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
- C. if the Teen Registered User is not at least 16 years old only the case in which the team to which he/she belongs will result in the 1st, 2nd or 3rd position in the leaderboard, the parents (or the legal guardian) will must subscribe the declaration in the following sections B), C) and D)

That said, the Teen Registered User 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 Teen Registered User and the other team members will be the only authors and creators of each 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 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, 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 user from the team participating in the Challenge.
10. To know that if the team, which the Teen Registered User belongs to, is 1st, 2nd or 3rd on the leaderboard, only the amount 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
13. To know that if the Teen Registered User belongs to the team 1st, 2nd and 3rd on the leaderboard and he/she is not at least 16 years old it will be necessary to provide the documents as indicated in art. 6.

B) AS REASONED ABOVE, THE TEEN REGISTERED USER 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 USER 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 USER 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 amount 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.