

“REPLY CREATIVE CHALLENGE”

TERMS & CONDITIONS

These Challenge T&Cs (with the "waiver" attachment), regulate the “**REPLY CREATIVE CHALLENGE**” run by Reply and apply to all Registered Users as defined in article 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 a consideration in kind for performance of work and relative assignment of the rights on the respective Project, in favor of the team (composed by two Registered Users or by up to 4 Registered Users), if resulting the 1st (BEST Project) selected among the five finalists.

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

The Challenge is composed by 5 different Categories. If less than 5 Teams will apply for a specific Category, the Challenge for that Category will not take place and the Team will be able to join the Challenge in a different Category, as per procedure described in article 4.

Since the Enrolment and the submission of the Project take place exclusively by an online procedure, 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 the Challenge 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

Brief: the creative and technical features required to produce the related Project to join the Challenge in a specific Category and provided by the Companies.

Categories: the five categories that composed the Challenge.

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, as published on the platform during the competition.

Challenge rules: the simplified description of the rules of the Challenge.

Companies: the companies operating in various industries that will present their Brief.

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

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

Panel: the committee composed, depending from Category, by 1 or 2 members of the Reply Organization and by 1 or 2 members from each Company.

Parties: Reply, Reply Group and Registered Users.

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 Users: participants registered to the Platform, aged 18 years or over at May 10th, 2019 and external to Reply Organization.

Registration: the procedure to identify the 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 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 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 Users demonstrate during a Challenge.

Submission: sending a Project in compliance with the Brief of a specific Category.

Team: group of minimum two and maximum four Registered Users 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, since this Challenge is exclusively for Registered Users:

- a) all members of the Reply organization;
- b) the subjects aged less than 18 years old at May 10th, 2019.

Article 4 - Enrolment

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

- a) set up a new team, choosing the relative name and the category to compete in the Challenge. In this case, other 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 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 Registered User 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 Users and without prejudice the Registered User who established the team accepts the new member asking to join.

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

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

The team's enrollment will take place between April 8th, 2019 and May 9th, 2019 - 11:59 p.m. (CEST). Enrolment after 11:59 p.m. (CEST) on May 9th, 2019, won't be accepted, except if there is an extension, which would be announced via the platform.

Once a team has been established correctly within the abovementioned time limit and the selected category has been chosen by at least 5 teams, the team will automatically complete its Challenge enrolment.

If a category has not been previously selected at least by 5 teams (minimum requirement to enable the Challenge in that category), Reply will send an e-mail (to all Registered User who set up the related team involved in that situation) offering the possibility to select a different category and extending – only for those teams, the time limit to complete the enrolment.

Article 5 – Categories, brief and Project requirements

The five categories of the Challenge are:

- “Video” - ideas that start conversations and go viral on social media
- “Digital Experience” - creative solutions to improve customer satisfaction
- “Social” - ideas creating conversations and going viral on social media
- “Employer Branding” - building an army of advocates through design and creative thinking
- “Digital Branding” - design making the world a better place

The brief (for each category) will be published on the platform starting from 04:30 p.m. (CEST) on May 10th, 2019, except if there is an extension, which would be announced via the platform.

If a category has not been previously selected at least by 5 teams, the related brief will not be published since the Challenge in that category, as per the Challenge T&Cs, will not take place.

Each 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 User) 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 12th, 2019 – 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 enrolment, 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 for each category.

After having visualized and verified a 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 Users 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 May 31st, 2019.

The Panel, at incontestable discretion, will select one Project for each category and the team who submitted the Project will be one of the five finalists.

Each Registered User who is a component of the finalist team 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 his/her own identity document in order to verify the current correspondence with the information provided at the time of registration to the Platform.

If a Registered User:

- a) does not reply to the aforementioned communication within 5 business days, or the response would be without the copy of the requested identity;

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 the

Registered User will be automatically excluded from the team.

If this happens and the other Registered Users in the team have correctly fulfilled the request by the established deadline, they'll retain their right to be part of the finalist team.

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 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 Registered Users within the prescribed deadlines, complete with a copy of the identity document and compliant with the data provided during registration to the platform, Reply will proceed to invite the abovementioned finalist Registered Users in Milan, on July 3rd, 2019, at the event "Reply Xchange 2019".

At least one component of each team must accept the invitation within 5 business days by the moment the invitation email is sent. In case no Registered User will accept the invitation, the Panel will have right to select an extra Project and the related team will be the substitute finalist.

Regarding the finalist teams, transportation (from main airports or rail stations) to Milan roundtrip, one night in hotel (double room, breakfast included) and meals provided during the Reply Xchange 2019 on July 3rd, 2019 will be at Reply own expenses.

Meals different from the ones provided during the Reply Xchange 2019 on July 3rd, 2019 and extras will be at Registered User own expenses.

During the Reply Xchange 2019, the five 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 User member of the finalist team that will have presented the Project selected as BEST, Reply will send, 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.

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

Reply will also proceed, within the terms established by law, to pay the withholding tax on the in-kind consideration 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 Registered Users' hardware or software malfunctions, or interruption of the internet connection used by them that prevent them processing, completing and/or sending a submission.

Reply has the right to modify and/or supplement these Challenge T&Cs until the issue of the project 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 Users, authorization or license to use the trademarks and registered trademarks of the Reply Group or of the Companies.

"Waiver" attachment

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

GIVEN THAT:

- A. the 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.

That said, the 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 Registered User 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 selected as finalist, the project will be disclose, by the team, during the presentation at Reply Xchange 2019; in this final phase of the evaluation by the Panel, Reply and the Companies will acquire no right on the project.
6. To know that if project will be selected by the Panel during the Reply Xchange 2019, the Transfer (as defined below and related conditions expected) will be effective on the selected project.
7. By virtue of the previous points 5 and 6, to have nothing to claim for submitting each project, if

the project will not be selected by the Panel as finalist or selected by the Panel at the end of Reply Xchange 2019, considering itself already fully satisfied by participation in the Challenge (it being understood that transportation to Milan and hotel, for the Registered User in the finalist teams, as per article 6 of Challenge T&Cs, are at Reply own expenses).

8. 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.
 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 Registered User belongs to, is selected by the Panel at the end of Reply Xchange 2019, 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 USER IS COMMITTED TO HOLD HARMLESS AND INDEMNIFY**, only in case the team to which he/she belongs results selected by the panel (BEST Project) at the end of Reply Xchange 2019, 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 in case the team to which he/she belongs selected by the panel (BEST Project) at the end of Reply Xchange 2019, 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 at the end of Reply Xchange 2019, 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 IN CASE THE TEAM TO WHICH HE/SHE BELONGS SELECTED BY THE PANEL AT THE END OF REPLY XCHANGE 2019:

- a) that there is 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 at the end of Reply Xchange 2019, 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 selected at the end of Reply Xchange 2019;
- d) to not having in place legal acts that, in any case, may affect the extent and effectiveness of this waiver.