

REPLY CHALLENGES PLATFORM

TERMS AND CONDITIONS OF SERVICE

These Terms & Conditions cover the use of the Platform "REPLY CHALLENGES".

For the purposes of these Terms & Conditions, the definitions in Art. 1 will retain their value in both the singular and the plural.

Provided that the registration to the Platform is free (subject to the necessary connection to the Internet, as per standard rate billing plan applied by service providers), the Platform aims to allow Registered Users or Registered Replyers (as defined below) to test their skills in Information Technology (e.g., software programming, problem solving, etc.) or in the Digital Content (e.g., digital marketing, digital advertising, digital media, social media, etc.), individually or in teams, both through the section called Training Area and to demonstrate them during a Challenge (if organized by Reply and published on the Platform, under the specific Terms & Conditions dedicated to the Challenge).

The following information is brought to the Registered Users' attention:

- the Platform is owned and managed by Reply S.p.A., with registered offices in Torino, Corso Francia, 100 - Tax ID: 9757921001 and VAT number: 08013390011;
- to contact Reply S.p.A. directly in relation to the Platform, the e-mail address is active: challenges@reply.com;
- the online publication, through the Platform, of these Terms & Conditions is valid as being made available on a durable medium.

Article 1 - Definitions

Challenge: an overall activity that could take place on the Platform pursuant to specific Terms & Conditions dedicated to it; a Challenge's goal is to allow Registered Users or Registered Replyers that will apply to enter a specific Challenge, dedicated to them, to demonstrate their Skills competing respectively against the other Registered Users or against the other Registered Replyers.

Challenge T&C: Terms and Conditions of a specific Challenge with the "Waiver" attachment, as published on the Platform if a Challenge will take place, including related problems, matters, inputs, briefs, etc., as provided by Reply, to which the Registered User or Registered Replyers must comply

during the competition respectively dedicated to them.

Challenge Rules: the simplified description of the rules of the Challenge and related problems, matters, inputs, briefs, etc. provided by Reply, to which the Registered User or Registered Replyers must comply during the competition respectively dedicated to them.

Internet: the global telematic network which includes networks connected to each other according to TCP/IP protocol.

Parties: Reply, Reply Group and the Registered User or Reply, Reply Group and the Registered Replyers.

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

Privacy Notice: the information provided pursuant to UE General Data Protection Regulation as published on the Platform in two versions, respectively dedicated to Registered Users and to Registered Replyers.

Registered Replyers: subjects who are members of the Reply Organization and complete their Registration to the Platform.

Registered Users: subjects who have reached the age 16 years old at the time of Registration to the Platform.

Registration: the registration procedure to allow the identification of the Register User or the Registered Replyer allowed 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 the managers of the Reply Group.

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 articles 2575 and following of the civil code, etc.

Skills: the skills in Information Technology (e.g., software programming, problem solving, etc.) or in the Digital Content (e.g., digital marketing, digital advertising, digital media, social media, etc.) that Registered Users or Registered Replyers will be able to demonstrate during a Challenge.

Sub-Challenges: the sub-challenges that could be proposed by Reply during a Challenge, related

to specific categories of Skills.

Terms & Conditions: these terms and conditions of service.

Trademarks: pursuant to Council Regulation (EC) no. 207/2009 of 26 February 2009: "*any sign capable of being represented graphically, particularly words, including personal names, designs, letters, numerals, the shape of goods and their packaging, provided that such signs are capable of distinguishing the goods or services of one undertaking from those of other undertakings.*"

Training Area: the area of the Platform, operating to allow Registered Users or Registered Replyers to test their Skills.

Article 2 - Applicable laws and disputes

The applicable law is that current in Italy, as Reply, owner of the Platform, 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 use of the Platform and the related Terms & Conditions, the Court of Torino will have exclusive jurisdiction.

Article 3 - Exclusions

All Registered Replyers are expressly excluded from the possibility of joining Challenges dedicated to Register Users.

All Registered Users are expressly excluded from the possibility of joining Challenges dedicated to Register Replyers.

Article 4 – Registration procedure to become a Registered User

To use the Platform, everyone - who have reached the age 16 years old and is not member of the Reply Organization - must first complete his Registration on the Platform, filling in all the required information in the section dedicated to users different from 'Replyers'; in this phase, by the specific functionality provided by the Platform, the acceptance of these Terms & Conditions is required; the processing of personal data is fully detailed in the Privacy Notice.

The user must indicate his identification data as present on his identity document and acknowledges

that any indication of data of any third party than himself, even if not referable to an existing subject, will forfeit any right deriving from the Registration; furthermore, if the data indicated by the user were attributable to an existing person, identifiable and different from himself, the user gives Reply the widest indemnity with respect to any objection, claim, request for compensation made by third parties.

Article 5 – Registration to become a Registered Replyer

To use the Platform, everyone - who is member of the Reply Organization - must first complete his Registration on the Platform, filling in all the required information in the section dedicated to 'Replyers'; in this phase, by the specific functionality provided by the Platform the acceptance of these Terms & Conditions is required; the processing of personal data is fully detailed in the Privacy Notice.

Article 6 – Use of the Platform

Upon completion of the Registration, Registered Users and Registered Replyers will be able to use the functionalities offered by the Platform and respectively dedicated to them.

Accepting these Terms & Conditions, Registered Users and Registered Replyers acknowledge that they are aware that organizing a Challenge is discretionarily for Reply.

In case no Challenge will be organized, the Registered Users and Registered Replyers will have access only to the Training Area.

In case a Challenge will be organized, the related specific Challenge T&C and the Challenge Rules will be available on the Platform; the Challenge T&C will have to be accepted before entering the Challenge.

In a **Challenge dedicated to Registered Users**, the Challenge T&C will specify, together with the general conditions of the specific Challenge:

- i. if participation will be open to a Registered User as individual, or to Registered Users organized in a working team;
- ii. if the Challenge has a single purpose or it is composed by categories of problems, matters,

- inputs, etc. as settled by Reply;
- iii. if the Challenge is divided into Sub-Challenges;
 - iv. categories and levels of the Challenge and/or Sub-Challenges, as settled by Reply;
 - v. specific description of the problems, matters, rules, inputs, briefs, etc. related to the Challenge or to the Sub-Challenges;
 - vi. the timing of the Challenge or of the Sub-Challenges;
 - vii. the reward that will be offered to the Registered User and/or to a team of Registered Users that will be the leader of the Challenge or the leader of the Sub-Challenges, together with the related conditions, including payment of the withholding taxes in charge of Reply, if applicable. Unless expressly stated otherwise, the above-mentioned reward will be offered as acquisition of the Rights on intellectual property of the content (e.g. solution, code, output, method, etc.) submitted by the Registered User or by the Team of Registered Users; after the transfer of the Rights, Reply will have the right – but not the obligation – to release the content as ‘open source’.

In a **Challenge dedicated to Registered Replyers**, the Challenge T&C will specify, together with the general conditions of the specific Challenge:

- i. if participation will be open to a Registered Replyer as individual, or to Registered Users organized in a working team;
- ii. if the Challenge has a single purpose or it is composed by categories of problems, matters, inputs, etc. as settled by Reply;
- iii. if the Challenge is divided into Sub-Challenges;
- iv. categories and levels of the Challenge and/or Sub-Challenges, as settled by Reply;
- v. specific description of the problems, matters, rules, inputs, briefs, etc. related to the Challenge or to the Sub-Challenges;
- vi. the timing of the Challenge or of the Sub-Challenges;
- vii. the reward that will be offered to the Registered Replyer and/or to a team of Registered Replyers that will be the leader of the Challenge or the leader of the Sub-Challenges, together with the related conditions, including terms related to taxation and intellectual property of the content (e.g. solution, code, output, method, etc.) submitted by the Registered Replyer or by

the Team of Registered Replyers.

Article 7 - Intellectual Property Rights

The Platform and its content are property of Reply.

Unless expressly stated to the contrary, the copyright and other intellectual property Rights (such as, design rights, Trademarks, patents etc.) related to the Platform and any content provided on the Platform remains the property of Reply.

In case a content is available as 'open source' it will be specified.

The content of the Platform including text and images, may not be printed, copied, reproduced, republished, downloaded, posted, displayed, modified, reused, broadcast or transmitted in any way, except in case of content expressly classified as 'open source'.

In case a Challenge will be organized by Reply, participation will not constitute, for the Registered Users or Registered Replyers, authorization or license to use the Trademarks and Registered Trademarks of the Reply Group.

Article 8 – Miscellaneous

The Parties will maintain their managerial and operational autonomy during the activities carried out respectively within the Terms & Conditions.

Reply will not be responsible for failure of the Platform, including during a 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 cannot be held responsible for any malfunctioning of the hardware, software of the Registered Users or Registered Replyer, or interruption of the Internet connection used by them that prevent to use the Platform.

Reply will have the right to modify and/or supplement these Terms & Conditions in any moment; any such changes and/or additions will be communicated on the Platform itself, requesting new acceptance to the interested parties.