

TERMS & CONDITIONS

of participation in the selection called

“Reply Code Challenge”

Reply S.p.A. invites Candidates who meet the requirements set out below to adhere to the "Reply Code Challenge" governed by the methods indicated in these Terms & Conditions, constituting a Team.

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

The Challenge does not constitute a prize competition pursuant to art. 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 Candidates who compose the Team which results 1st in 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 a Challenge in which participation and activity take place exclusively online, thus using the services of the information society, the following information is brought to the Candidates' attention:

- the Challenge is organized by Reply S.p.A., with registered offices in Torino, Corso Francia, 100 - Tax ID: 9757921001 and VAT number: 08013390011;
- for the purposes of the Selection, the Platform is managed by Reply S.p.A.;
- to contact Reply S.p.A. directly in relation to the Selection, 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

Candidates: subjects who have reached the age 16 years old at the time of registration to the Platform and therefore eligible to form a Team.

Challenge: the overall activity of the "Reply Code Challenge" that takes place pursuant to these Terms & Conditions.

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 telematic network which includes networks connected to each other according to TCP/IP protocol.

Leaderboard: the list that will list, in descending order and according to the total score obtained by the Team and assigned according to the procedures set out in article 4 of these Terms & Conditions.

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 Group and the Team.

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

Privacy Notice: the information provided pursuant to Legislative Decree 196/2003 as published on the Website.

Problem Statement: the inputs 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 Submission, as a solution to the problem proposed by the inputs themselves.

Registered Trademarks: the Marks for which the enhanced protection procedures have been adopted by registration with the national and international bodies.

Registration: the Challenge Registration procedure to allow the identification of the Teams before sending the Submission.

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 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.

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.

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

Terms & Conditions: these conditions together with the "Waiver" attachment.

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 Candidates to test their skills on software programming problems similar to the Problem Statement that will be the subject of 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 members of the Reply Organization are expressly excluded from the possibility of joining this Challenge.

Article 4 - Registration

To join the Challenge, each Candidate must first complete his registration on the Platform, filling in all the required information; in this phase, by means of the specific functionality provided by the Platform, the acceptance of these Terms & Conditions and attached Waiver is provided, in addition to indications for consenting to the processing of personal data, as fully detailed in the Privacy Notice.

The Candidate 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 membership of the Challenge; furthermore, if the data indicated by the Candidate were attributable to an existing person, identifiable and different from himself, the Candidate gives Reply the widest indemnity with respect to any

objection, claim, request for compensation made by third parties.

Upon completion of the aforementioned registration, the Candidate may, alternatively, through the functionalities offered by the Platform:

- a) try to set up a new Team, choosing the relative name: in this case, in order for the Team to be valid for the Challenge, at least one other Candidate must request to join the Team, upon acceptance by the Candidate who began the establishment of the Team; if the total of 4 Candidates is reached, no one else can join the Team; if no one joins the Team after the deadline for entering the Challenge, the Candidate will automatically re-enter in the case referred to in the following letter c);
- b) request to join an existing team, provided that the same has not already reached the limit of 4 candidates and without prejudice to the fact that the candidate who initiated the establishment of this team accepts the new one that requests to join;
- c) request to be aggregated, through the automation offered by the Platform, to any Candidates without their own Team; the automation will be automatically started after the deadline for the Challenge Registration.

It is expressly excluded that a Candidate can individually join the Challenge when he must necessarily belong to a Team composed of at least two candidates.

It is expressly excluded that a Candidate can be part of two or more Teams.

Once a Team has been validly constituted, either independently by the Candidates, or through automatic aggregation by the Platform, the Team will automatically complete its Challenge Registration.

The Candidate's registration and the Team's Registration will take place from 15 February 2018 and before 24:00 (CET) on 13 March 2018.

Registrations after 24:00 (CET) on 13 March 2018, will not be accepted, except for an extension which, in such case, it will be announced via the Platform.

Once the aforementioned term has elapsed, the Platform will start up the automatic Team aggregation system (in favor of Candidates who will not be able to aggregate a Team or who have, since the beginning, opted for such automatic aggregation) and which, once established, they will have at the same time registered for the Challenge.

Article 4 - Problem Statement, method of sending the Submission 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 15 March 2018; 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 registration, Reply retains the right to 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.

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 Candidates 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 Terms & Conditions.

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 (regardless of whether or not it is a Valid Submission), the Team Leaderboard will be made, in descending order and based on the total score obtained respectively.

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 5 - Communication to the 1st Place Team

Each Candidate, part of the 1st place 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.

In cases in which the Candidate:

- a) did not reply to the aforementioned communication within the next 30 business days or the response would be without the copy of the requested identity document;

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 Candidate, and the right to the consideration in kind pursuant to Article 6 that follows. Upon the occurrence of this provision, if the other Candidates making up the 1st Team in the Leaderboard have correctly fulfilled the request by the established deadline, they will retain their right to the consideration in kind referred to in Article 6 which follows.

Should any of the circumstances referred to in letters a) and b) above occur, 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 Terms & Conditions and related attachments will consequently be non-compliant.

Reply cannot be considered in any way responsible if the communication sent is not received by one or more Candidates 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 e-mail box that erroneously classify the message sent by Reply as spam.

In the event of a response by the Candidate 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 the payment of the consideration in kind pursuant to article 6 which follows.

Article 6 - Consideration in kind for the 1st Team in the Leaderboard

The consideration in kind, for each candidate member of the 1st Team in the Leaderboard, in the event of a positive outcome of the document verification referred to in Article 5 above, Reply will proceed to send, within 60 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 Razer Blade Gaming Laptop.

From now on the Candidates are aware that 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 is equal to 12 months.

Reply will also proceed, within the terms established by law, to the payment of the withholding tax on the in-kind consideration if applicable

Article 7 – Miscellanea

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 to initiate or terminate 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 cannot be held responsible for any malfunctioning of the hardware, software of the Candidates or interruption of the Internet connection used by them that prevent to process, complete and/or send the Valid Submission.

Reply will have the right to modify and/or supplement these Terms & Conditions until the issue of the Problem Statement on the Platform, provided that any changes and/or additions will not be such as to create unequal treatment between the Teams that have already carried out the Registration; any such changes and/or additions will be communicated on the Platform itself, requesting new acceptance to the interested parties.

Participation in the Challenge does not constitute, for the Team or individual Candidates, authorization or license to use the Trademarks and Registered Trademarks of the Reply Group.

"Waiver" Attachment

The Candidate, as identified by the data released during the registration procedure on the Platform

GIVEN THAT:

- A. the Candidate, together with the other members of the relative Team, has independently decided to join the Challenge that takes place according to the Terms & Conditions of which the present Disclaimer is an integral and substantial attachment.
- B. For the purposes of this Disclaimer, the definitions in the Terms & Conditions apply.

That said, the Candidate, with the present Disclaimer that will be accepted during the Challenge Registration phase, through the appropriate functionality provided by the Platform

DECLARES AND GUARANTEES

1. That the information provided during registration to the Platform are truthful and correct.
2. That the Candidate and the other members of the Team 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 Valid Submission.
3. The non-existence of rights or claims of third parties relating to any Valid Submission or any submissions (even if not valid) that will be sent by the Team.
4. That every Submission that will be sent, including the relevant source code, will be

unpublished.

5. To be aware that every Valid Submission will be acquired by the Platform for the sole purpose of the relevant evaluation according to Terms & Conditions and that, only if the Team is in 1st place in 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 Valid Submission, if the Team is not 1st in the Leaderboard, considering itself already fully satisfied by their participation in the Challenge.
7. To be aware that the total score is attributed to the Team in the manner described in these Conditions and further detailed, from a technical point of view, on the Platform; therefore, nothing will have to be claimed if the Team itself does not have to be in first position in the Leaderboard.
8. To be aware that, in case of equal total score among several Teams, the first position in the Leaderboard will be occupied by the Team that will have obtained this score in the shortest time compared to the other Teams.
9. To be aware that, in so far as the object of this Disclaimer is found to be wholly or in part, untruthful and/or incorrect, Reply shall have the right to exclude the Candidate from the Team participating in the Challenge.
10. To be aware that, if the Team to which the Candidate belongs is in first position in the Leaderboard, only the consideration in kind referred to in Article 6 and nothing else will have to claim against the provision of work and the consequent Transfer of Rights.
11. To be aware that the subject matter of the Terms & Conditions and of this Disclaimer is governed by Italian law.

**AS REASONED ABOVE, THE CANDIDATE IS COMMITTED
TO HOLD HARMLESS AND INDEMNIFY**

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, in the sole case of the Team in the first position in the Leaderboard, the rights acquired through the Transfer.

THE CANDIDATE DECLARES TO TRANSFER (hereafter the "Transfer") ONLY THE

**CASE IN WHICH THE TEAM TO WHICH HE BELONGS RESULTS IN THE FIRST
POSITION IN THE LEADERBOARD**

as in fact it transfers exclusively and against the consideration referred to in Article 6 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 Valid Submission(s) 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.

THE CANDIDATE ALSO DECLARES

- a) that there is no impediment to release for its part the present declaration for every liberating purpose;
- b) to recognize and accept that, if the Team is in the first position in the Leaderboard, it will not be entitled to receive any compensation, indemnity or reimbursement in addition to the fee in kind pursuant to article 6 of the Terms & Conditions;
- c) in relation to the previous letter b), 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 and the Valid Submission subject to Assignment itself, guaranteeing its peaceful enjoyment;
- d) to acknowledge that having no right or right or any claim that, if the Team is in the first position in the Leaderboard, the/and Valid Submission should/could be used by Reply, being the same free exercise to the right to non-use;
- e) to have been duly informed about the characteristics of the Challenge and to have freely decided to join the same;
- f) of not having put in place legal acts that, in any case, may affect the extent and effectiveness of this Waiver.