

“REPLY AI MUSIC CONTEST 2025”

TERMS & CONDITIONS

In these Terms and Conditions, all definitions used retain their value in the singular and plural, masculine and feminine; exclusively for editorial reasons, the masculine form is always used.

These Terms & Conditions (with the "Waiver" attachment), regulate the “REPLY AI MUSIC CONTEST 2025” organized by Reply in collaboration with Movement Entertainment Srl - IT11044940010

Any information regarding “REPLY AI MUSIC CONTEST 2025” can be requested to the e-mail address: aimc@reply.com.

These Terms & Conditions are published, in pdf, on the Platform (as defined below) and can be saved on a durable medium.

Article 1 – Definitions

AI MUSIC CONTEST: the “REPLY AI MUSIC CONTEST 2025”.

Enrolment: the enrolment procedure to allow identification of Registered Users applying to join the AI MUSIC CONTEST.

Kappa FutureFestival: the electronic music festival that will take place in Parco Dora - Turin (Italy) from July 4th, 2025, to July 6th, 2025.

Movement Entertainment: Movement Entertainment S.r.l. with registered office in Largo Maurizio Vitale 1 – Turin (Italy) - Tax ID and VAT number: IT11044940010.

Panel: the committee composed by (i) Kappa FuturFestival artistic team, (ii.) one or more technical experts in Artificial Intelligence and AI tools, (iii) one or more professionals working in the music industry (such as producers, critics and experts), that will select the five Teams as set in these Terms & Conditions.

Parties: Reply and Registered Users.

Platform: the site accessible at the URL and after connection to the internet.

Registered Users: participants aged 18 years, joining the AI MUSIC CONTEST by registration to the Platform.

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 Corso Francia, 100 – Turin (Italy) – Tax ID: 9757921001 and VAT number: 08013390011.

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

Rights: the overall intellectual rights as provided for by the applicable legislation, including – by way of example and without limitation – 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.

Team: a group of a maximum of three Registered Users who wish to join the AI MUSIC CONTEST. A Team can be composed of one Registered User only.

Video: the video content produced by the Teams to shows their own skills in creating a music performance based on human creativity with the support of new AI technologies.

Article 2 - Purpose of AI MUSIC CONTEST

The purpose of the AI MUSIC CONTEST is to select, with the methods set out in these Terms & Conditions, the most suitable Teams (maximum five) to perform live during the Kappa FutureFestival. At least one member of the selected Teams will have to perform during the Kappa FutureFestival.

The prize, as set in Art. 7, is a reward to encourage each member of the Team (if more than one), who created the Video and that will have to perform during the Kappa FutureFestival, in continuing to express the own creativity; therefore the AI MUSIC CONTEST does not constitute a prize competition in accordance with article 6, paragraph 1, of Presidential Decree 430/2001, consisting the prize in the recognition of personal merit.

Article 3 - Limitations

Whereas the AI MUSIC CONTEST is an artistic and creative competition, it is open to anybody who has the requirements to be a Registered User. For this reason, there are no limitations based on the country of residence and/or citizenship, but the Registered User who are not UE Citizens must be aware that:

- a) the Kappa FutureFestival will take place in Turin (Italy)
- b) at least one member of the selected Teams will have to perform during the Kappa FutureFestival
- c) even if travel expenses from the departure international airport (as per Registered User member of the selected Team place of residence) to Turin and return, together with hotel staying (one night) will be in charge of Reply, passport is necessary to enter Italy; furthermore, and in some cases, an entrance visa is necessary, and the related procedure is in charge of the traveler
- d) Registered Users who are not EU citizens are invited to read, in advance, the rules for travel to Italy.

For the reasons mentioned in points a) and b), considering that at least one member of the selected Teams will have to perform during the Kappa FutureFestival, if:

- 1) the country of residence or citizenship of all members (if more than one) of the selected Team should prevent the possibility of entering in Italy (by the way of example but not limited to timing to issue the Visa longer than the event date, etc.) on time to perform during the Kappa FutureFestival
- 2) no component of the Team will consequently have the possibility of entering in Italy and performing during the Kappa FutureFestival

Reply will ask the Panel to select, among all candidates, the Team that will substitute the one that will not have the requested requirements.

Article 4 - Applicable laws and disputes

The applicable law is that current in Italy.

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 AI MUSIC CONTEST and/or these Terms & Conditions, the Court of Torino will have exclusive jurisdiction.

Article 5 – Video

The content of the Video must be an original creation of the Team, generated in *.mp4*, from 1 to 10 minutes long.

The Video must include the music and the related performance of the Team.

The Video can be already published, since it is necessary only for the evaluation process by the Panel.

In any case, even if Reply will not acquire any Right on the Video, if the music included the Video is not totally an original creation of the Registered User member of the Team (i.e. remix, use of music samples, etc.), each member of the Team (if more than one), accepting the Waiver, declares to have already acquired the related Rights.

It will not be valid a Video with content, in full or in part:

- 1) 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.).
- 2) That the Team (including each Registered User or the only one who composed the Team) has no right

to disclose to Reply since it is protected by law, by a contract or by a relationship of trust.

- 3) That affects the image, company name, trade name, trademark, commercial reputation of Reply.
- 4) That affects the image, name, commercial reputation, patents, trademarks, trade secrets, copyrights, intellectual and industrial property rights of third parties.
- 5) 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.
- 6) That infringes, in any way, intentionally or not, any applicable law or regulation.
- 7) That contains images of minors except in case that the Team, at its own expense, has purchased the images from a stock photo/video provider, acquiring the related licensing rights.

Article 6 – Submission

To join the AI MUSIC CONTEST, each Registered User may, through the functionalities offered by the Platform:

- a) set up a new Team, choosing the relative name. In this case, other Registered Users must ask to join the Team if accepted by the first Registered User who set up such Team. If there are three Registered Users in a Team, no one else can join the team. If no Registered User asks to join the Team, the one who set up the Team can join the AI MUSIC CONTEST alone

or

- b) Ask to join an existing Team, provided the Team has fewer than three Registered Users and only if the Registered User who established the Team accepts the new member asking to join.

A Registered User can be part of more than one Team. In any case, if a Registered User is part of two or more Teams, the same Video can be submitted only once.

During enrolment, Registered Users, by the specific functionality provided by the Platform, must accept these Terms & Conditions (and attached Waiver).

Once a Team has been established correctly, it will automatically complete its enrolment.

The Team's enrollment must be completed by June 1st, 2025, since the same day limit applies to the submission.

The submission, to be completed through the Platform, is based on the following steps and fields to be filled in:

1. Uploading the Video (click or drag to upload the file)

2. Providing a short description of the music performance shown in the Video
3. Listing the AI tools used to create the performance shown in the Video
4. Describing how the AI has been used to create the performance shown in the Video
5. Providing the link to at least a personal profile of the Team active on a social media

If the Team uploads new versions of the submission within such deadline, only the latest version will be evaluated by the Panel.

The grounds for eliminating a Team from the AI MUSIC CONTEST will be:

- Submitting a Video not compliant with requirement as set in Article 4.
- Submitting information, as required in points from 2. to 5., incomplete or not correct.

Article 7 – Teams' selection and award

Each Video and the related information (points from 2. to 5., as set in Article 6), after verification of requested requirements, will be qualitatively evaluated, at incontestable discretion, by the Panel to select a maximum of five Teams, following these evaluation criteria by assigning a score from 1 to 10:

- Creativity: how you explore the possibilities of AI in both music and visuals, effectively and innovatively.
- Integration: seamless merging of music and visuals through AI, how much the usage of AI contributes to the music performance shown in the Video.
- Live Performance Potential: how well your submission translates to a live setting on stage.

When the evaluation process will be concluded, the final decision regarding selection of the five Teams, among the ones who will obtain the highest score, will be made by Kappa FuturFestival artistic team.

Each Registered User member of the selected Teams will be informed by e-mail (sent from Reply) and will be required to send, within 3 days and via email, a copy of their identity document (to verify the current correspondence with the information provided at the time of Registration to the Platform).

If a Registered User:

- a) did not reply to the aforementioned communication within 3 days, or the response would be without a copy of the requested identity document,

or

- b) responds in good time, but results in a non-conformity between the information present on the identity

document and that previously provided, participation in the AI MUSIC CONTEST will be considered non-compliant and all the members of the Team such user belongs will be excluded from the AI MUSIC CONTEST.

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 protection aimed at compensation for any damage, patrimonial and non-pecuniary, as the acceptance of “Reply Challenges Platform Terms and Conditions of Service” (for Registered Users to the Platform), these AI MUSIC CONTEST Terms & Conditions and attached Waiver will consequently be non-compliant.

Reply cannot be held responsible in any way if the communication sent is not 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 classifies the message sent by Reply as spam.

In the event of a response by all Registered Users (if more than one) members of the Team within the prescribed deadlines, complete with a copy of the identity document and complying with the data provided during Registration to the Platform, all the members (if more than one) of the Team will be officially invited to perform live during the Kappa FutureFestival. Travel expenses from the departure international airport to Turin and return, together with hotel staying (one night) will be in charge of Reply. When reservations are completed, airplane tickets (round trip flights) and hotel vouchers will be provided, by e-mail, before the departure date. As set in Article 7, at least one member of the Team must be able to enter in Italy and, if only one member will be able to enter in Italy, travel expenses and hotel staying will be provided for such Registered User only.

The selected Teams will be awarded with a prize consisting of:

- 3 days ticket (one for each member of the Team) for the Kappa FutureFestival (that means not only the pass valid for the limited time of the live performance), provided at the arrival in Turin
- Avenue Software License (<https://www.resolume.com/software/avenue-arena>), provided by e-mail
- AIVA Pro Plan License for 6 months (<https://www.aiva.ai/>), provided by e-mail

Regarding the live performance during the Kappa FutureFestival, Movement Entertainment will be in charge of all the necessary fulfillments (i.e. insurance, rights applicable to music performances, etc.). No charge will apply to the Teams even if it could be necessary to sign the related documents before the performance.

Article 9 – Miscellanea

The Parties will maintain their managerial and operational autonomy during the activities carried out respectively in the AI MUSIC CONTEST.

Reply is not responsible for failure to start or end the AI MUSIC CONTEST 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 from processing, completing and/or sending a valid submission.

Reply has the right to modify and/or supplement these Terms & Conditions by June 1st, 2025 on the Platform, provided any changes and/or additions will not create unequal treatment between Teams who already entered the AI MUSIC CONTEST; any changes and/or additions will be communicated on the Platform.

"Waiver" attachment

The Registered User, as identified by the data released during the Registration on the Platform

GIVEN THAT:

- A. the Registered User, as a component of the Team, has independently and freely decided to join the AI FILM FESTIVAL that takes place according to these Terms & Conditions, of which the present waiver is an integral and substantial attachment
- B. for the purposes of this Waiver, the definitions in the Terms & Conditions apply.

That said, the Registered User accepting this Waiver during the AI MUSIC CONTEST enrolment process, 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 are the only creators of the music performance shown in the Video.
3. The non-existence of rights or claims of third parties relating to the Video that will be submitted on the Platform and that, if the music included in the performance shown in the Video is not totally an original creation of the Registered User member of the Team (i.e. remix, use of music samples, etc.), to have

already acquired the related Rights.

4. That the Team have the Rights to enter the AI MUSIC CONTEST.
5. To have nothing to claim for submitting a Video if not selected by the Panel, considering itself/herself already fully satisfied by participation in the AI MUSIC CONTEST.
6. To know that the selection by the Panel is at the incontestable discretion of the related components; therefore, nothing would have to be claimed if the Team will not be selected.
7. 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 participating in the AI MUSIC CONTEST.
8. To know and accept that if the Team will be among the five selected by the Panel, performing live during the Kappa FutureFestival is a necessary fulfillment and that there will be no remuneration for such performance.
9. To know that the subject matter of the Terms & Conditions and of this waiver is governed by Italian law.
10. That there's no impediment to releasing this waiver.
11. To accept that if the Team will be among the five selected by the Panel, the prizes are the ones as set in article 7 of the Terms & Conditions.
12. To not have in place legal acts that, in any case, may affect the extent and effectiveness of this waiver.

B) AS REASONED ABOVE, THE REGISTERED USER IS COMMITTED TO HOLD HARMLESS AND INDEMNIFY

Reply, as well as all subjects involved in any way in the organization and/or management of the AI MUSIC CONTEST – from any request, claim, action, burden, cost, and/or prejudice of third parties, in any way connected to the AI MUSIC CONTEST and deriving from the conduct of the Registered User that would make less or prevent Reply the right to carry out the AI MUSIC CONTEST.