

“CODE CHALLENGE 2022 – STANDARD EDITION” TERMS & CONDITIONS

These Challenge T&Cs (with the “waiver” attachment) regulate the “**CODING CHALLENGE – STANDARD EDITION**” run by Reply and apply to all Registered Users of the platform.

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 Valid Output Files with Source Code, in favor of the team (composed by two Registered Users or by up to 4 Registered Users), if resulting in 1st, 2nd or 3rd on 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 an exclusively online Challenge, 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 is a durable medium.

Article 1 – Challenge T&Cs definitions

Challenge: the overall activity of the “CODING CHALLENGE - STANDARD 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: each file provided by the Reply Code Masters, which describes the cases of the problem to be solved within the Problem Statement.

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 elaborated by the Team in response to the related Input File present in the Problem Statement, to be sent exclusively in "UTF-8 plain text file" format, or "UTF-8 files" archive.

Parties: Reply, Reply Group and Registered Users.

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

Problem Statement: the problem description provided by the Reply Code Masters, on the cases described by the related Input Files, to which the Teams must comply for the conception and processing of the Output Files that composed the Submission, as a solution to the related problem proposed by the Input Files themselves.

Registered Users: participants aged 16 years or over on March 11, 2021, registered to the Platform 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 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 or Score: the sum of the points obtained by a team during the Challenge.

Source Code: the source code from which the solution to the Problem Statement is derived.

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

Submission: sending one or more Output Files (even if not valid) and the related Source Code, devised and elaborated by the Team for the purposes of the Challenge, as a solution to the Problem Statement.

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

Valid Output File: the product of the program execution expressed by the Source Code, elaborated by the Team as correct solution in response to the related Input File present in 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

Are expressly excluded from participating in this Challenge:

- a) all members of the Reply organization
- b) the registered users to the platform who are not at least 16 years old on March 10, 2022 (since the registered users the platform aged from 14 to 15 years old on March 10, 2022, are able to join the “CODING CHALLENGE – TEEN EDITION”).

Regarding the Registered Users aged from 16 to 19 years old on March 10, 2022, they can decide if:

- 1) joining the “CODING CHALLENGE – TEEN EDITION” or this “CODING CHALLENGE – STANDARD EDITION”
- 2) joining both the “CODING CHALLENGE – TEEN EDITION” and this “CODING CHALLENGE –

STANDARD 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 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 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 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 Registered Users and without prejudice the Registered User who established the team accepts the new member asking to join
- c) ask to be aggregated automatically by the platform to any 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 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).

If a Registered User is a university student or an alumnus/alumna (former student) and want to make valis his/her participation in the Challenge for the “University Students’ League” as set in article 8, during enrolment it is necessary:

- 1) to provide the name of the university
- 2) to declare to be actually a student or alumnus/alumna at the indicated university.

Once a team has been established correctly, either independently by the Registered Users, or through automatic aggregation, the team will automatically complete its Challenge enrolment.

The team's enrollment will take place between February 7, 2022 and March 9, 2022 (23:59:59 CET).

Enrolment after 23:59:59 (CET) on March 9, 2022 will not be accepted, except if there is 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 – Problem Statement, submissions, 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 March 10, 2022; submission of one or more Output Files, 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 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 submission, giving notice, also in this case, via the platform
- b) postpone the deadline or change the method for sending the 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; in this case too, Reply will give notice 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 submissions, always remembering to include, as an integral part of a submission, both the output file and the related source code.

After having visualized and verified the contents of the problem statement, if 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 Output Files and Source Code processing, before the 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, being understood that the Output File created (even if not valid), including the Source Code, must be original in any case.

Grounds for eliminating a team from the Challenge will be:

- evidence showing that, for the processing of one or more Valid Output File and Source Code, one or more 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 statement
- submitting one or more Output Files and Source Code, 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 Output File can be developed and tested, before sending, with any device in the team's possession, regardless of the operating system used.

By sending a submission, composed by one or more Output File and Source Code, the team will have formalized its participation in the Challenge.

For each Valid Output File, the related points will be awarded, by evaluation algorithms, on the base of the technical quality of the solution submitted.

If a team sends more than one submission composed by more Output Files, the platform will operate with the following criterion for the purpose of awarding the final score:

1. verifies, for each submission, the points respectively attributed to the Valid Output Files as solution applied to the related Input File included in the problem statement
2. extrapolation of each (if more than one) Valid Output File submitted for the related Input File that 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.

By the way of example:

Problem Statement A	Output File 1		Output File 2		Output File 3	
	Valid	Points	Valid	Points	Valid	Points
Submission 1	Yes	10	Yes	20	Yes	30
Submission 2	No	0	Yes	30	Yes	10
Submission 3	Yes	30	Yes	10	Yes	25
Submission 4	No	0	No	0	No	0
Best result valid for final score		30		30		30
Final score for Problem Statement A	90					

The sum of points for each submission composed by Valid Output Files, as displayed (on the Platform) on the right of each submission, is for informative purposes only (the only valid final score is the one calculated as described above).

Regardless of the awarding of the score through the platform, the Reply Code Masters will have the right to inspect, even manually, the Valid Output File submitted and, at its own discretion, exclude from the Challenge any Valid Output File (i.e., conforming to the form requirements) that however were not original or processed in violation of the provisions of these Challenge T&Cs.

Any submission that does not fall within the requirements 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, the shortest time taken to reach the relative score will be used to achieve the best position in the leaderboard.

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

Each Registered User in the 1st, 2nd or 3rd positioned team on the validated leaderboard, will be informed by email to formalize such position and will be required to send, within 10 days and via email, a copy of their own 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 30 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 will be forfeited, for the Registered User, the right to the consideration in kind pursuant to Article 7 that follows.

If this happens and the other Registered Users making up the 1st in the validated leaderboard have correctly fulfilled the request by the established deadline, they will retain their right to the consideration in kind 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 cannot 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 User 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 pay the consideration in kind pursuant to article 7 which follows.

Article 7 - Consideration in kind for the 1st, 2nd and 3rd team on the leaderboard

The consideration in kind, for each Registered User member of the 1st team on the leaderboard, in the event of a positive outcome of the document verification referred to in article 6 above, Reply will send, within 120 days, the goods that constitute the consideration in kind for the performance of the Valid Output Files with Source Code and the consequent assignment of rights, consisting of a Mac Book Pro™ 16 (Chip M1 Pro - CPU 10-core, GPU 16-core, Neural Engine 16-core - 32GB unified memory and 1TB SSD storage).

The consideration in kind, for each Registered User member of the 2nd team on the leaderboard, in the event of a positive outcome of the document verification referred to in article 6 above, Reply will send, within 120 days, the goods that constitute the consideration in kind for the performance of the Valid Output Files with Source Code and the consequent assignment of rights, consisting of an Oculus Quest 2.

The consideration in kind, for each Registered User member of the 3rd team on the leaderboard, in the event of a positive outcome of the document verification referred to in article 6 above, Reply will send, within 120 days, the goods that constitute the consideration in kind for the performance of the Valid Output Files with Source Code and the consequent assignment of rights, consisting of an Apple Air-Pods.

From now on, the Registered Users are aware the guarantee on the aforementioned goods is 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.

If for reasons due to the pandemic emergency and/or to customs import procedures applicable in the country of destination, the goods were not deliverable, Reply retains the right to offer an alternative consideration in kind of equal value.

Article 8 – University Students' League

The University Students' League allows university students or alumni to enter the Challenge also as 'community' of the same university, to compete for a special reward.

Such reward, offered by Reply in favor of the university whose students and alumni will result in 1° position of the special University Students League leaderboard, consists in an arcade game, branded Reply, to be installed in a common (entertainment) area of the university or, alternatively, in a financial contribution for a project to be developed by the university or by a specific department, for an amount not exceeding 6,000.00 (six thousand) Euros.

In both cases (arcade game or financial contribution) the university will have to provide formal acceptance of the reward when contacted by Reply.

Entering the University Students' League, students and alumni declare that the university opposes their participation in no way.

Considering that, during the Challenge:

- 1) points, valid for the final leaderboard, will be awarded as set in article 5, in favor of the related team
- 2) a team could include students or alumni belonging to different universities

for the purposes of the University Students' League leaderboard only:

- a) the final score obtained by a team will be valid for each component of the team, as single score
- b) University Students' League leaderboard will be based on the sum of such single scores obtained by related students/alumni of the same university – as declared through enrollment procedure – during the Challenge, as set in in article 5, and will be temporary until the final validation.

Example "1":

Team "XY" components: one student from university "Alfa"; one alumnus from university "Alfa"; one student from university "Beta"; one student from university "Gamma".

The team obtained 4,000 points.

For the purposes of the University Students' League leaderboard:

Students/Alumni community from university "Alfa": 8,000 points

Students/Alumni community from university "Beta": 4,000 points

Students/Alumni community from university "Gamma": 4,000 points

Example "2":

Team "KZ" components: four students/alumni from the same university "Alfa"

The team obtained 4,000 points.

For the purposes of the University Students' League leaderboard:

Students/Alumni community from university "Alfa": 16,000 points

The validated University Students' League leaderboard will be available on the platform within 10 days from the end of the Challenge, since the Reply Code Masters will continue the inspection activity, reviewing/validating scoring submissions and decreasing the score if obtained by submissions not original or processed in violation of the provisions of these Challenge T&Cs.

The Registered User that, as part of the university community in the 1st position on the validated University Students' League leaderboard, will have obtained the best score among the other students/alumni, will be informed by email asking him/her to put Reply in contact with a professor at the university he/she belong.

If a Registered User will not reply to such communication within 10 business days, Reply will contact another Registered User part of the same university community, and so on.

After receiving the contact details of the professor, Reply will contact him/her to inform about the reward in favor of the university, as described above.

If the professor will not answer within 10 working days or, in case of answer, he/he will inform Reply that the university will not agree to receive the reward, Reply will take contact with a Registered User belonging to the university community in the 2nd position on the validated University Students' League leaderboard, and so on.

Reply cannot be held in any way responsible if the communication sent isn't received by one or more Registered Users as a result of:

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

In case professor will answer within the term, confirming that the university agrees in receiving the reward, Reply will provide the reward within 120 days.

Article 9 – 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 Registered User 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 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 Registered Users, authorization, or license to use the trademarks and registered trademarks of the Reply Group.

"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 Output File with Source Code that they submit or of any submission sent even if without 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 Valid Output Files with Source Code 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 (Output Files and Source Code even if Valid Output Files), 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 Registered User belongs to, is 1st, 2nd or 3rd on the leaderboard, 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 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 Output Files with Source Code 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 is 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 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 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.