

“REPLY CREATIVE CHALLENGE 2021” – REPLYERS’ EDITION

TERMS & CONDITIONS

These Challenge T&Cs (with the "waiver" attachment) regulate the “**REPLY CREATIVE CHALLENGE 2021 – REPLYERS’ EDITION**” run by Reply and apply to all Registered Replyers 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's goal is to reward the best idea (Video) by allowing Registered Replyers to demonstrate their creative skills working in a Team and the Reply's values inside the corporate community.

Since the Enrolment and the submission of the Video take place exclusively by an online procedure, Registered Replyers 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
- the online publication of these Challenge T&Cs (with the "waiver" attachment) on the platform, in pdf format, is valid as making information available on a durable medium. Registered Users can also save, on their own durable medium, these documents, in order to be able to consult them once the Challenge is concluded, after their removal from the platform itself.

Article 1 – Challenge T&Cs definitions

Brief: the creative and technical features required to produce the related Video to join the Challenge and provided by Reply as described in Art. 5

Challenge: the overall activity of the REPLY CREATIVE CHALLENGE 2021 – REPLYERS’ EDITION that takes place in accordance with these Challenge T&Cs.

Challenge T&Cs: Challenge Terms & Conditions with the "waiver" attachment, published on the platform during the competition.

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

Challenge.

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

Panel: the committee composed by members of Reply Group.

Parties: Reply, Reply Group and Registered Replyers.

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

Registered Replyers: participants who are members of the Reply organization and registered to the platform.

Registration: the procedure to identify the Registered Replyer to access and use the features offered by the platform.

Reply: the company presenting the Brief, 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 Reply Group 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 Replyers demonstrate during a Challenge.

Submission: sending a Video in compliance with the Brief.

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

Video: the video content to be produced by the Team, in English language (if text and/or audio are included in the Video), in compliance with format and features required by the Brief.

Xchange 2021: the annual Reply's event that will take place online, from June 14 to June 18, 2021, except in case of force majeure.

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:

- all registered users to the platform that are not members of the Reply organization (since the Challenge is exclusively for Registered Replyers)
- the Reply Group members who compose the Panel.

Article 4 - Enrolment

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

- a) set up a new team, choosing the relative name. In this case, other Registered Replyers must ask to join the team and can on acceptance by the first Registered Replyer set up the team. If there are eight Registered Replyers 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 Replyer 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 eight Registered Replyers and without prejudice the Registered Replyer who established the team accepts the new member asking to join.

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

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

Once a team has been established correctly, the team will automatically complete its Challenge enrolment.

The team's enrollment will take place between April 12, 2021 and May 20, 2021, 11:59 pm (CEST). Enrollment after 11:59 (CEST) on May 20, 2021, will not be accepted, except if there is an extension, which would be announced via the platform.

Article 5 – Brief and Video requirements

The detailed brief will be published on the platform starting from April 12, 2021.

The abstract of the Brief is creating a Video to show what Reply represents for the Team, exposing the Reply corporate and community values through personal working stories, great success, hardest challenges, daily #LifeAtReply.

The detailed brief will detail all the information necessary to produce the Video, including technical features (e.g., format, maximum file size, etc.) and the evaluation criteria.

After having visualized the detailed brief, in case a team needs clarifications, it will be possible to send a request to the Reply through the platform. Reply will have the possibility but not the obligation, in own unquestionable judgment, to respond to any request for clarification. If an answer is sent, it will be visible only to the team that has made the request.

The Video must be original and never published.

If the Video includes text and/or audio, they must be in English language.

In case the Video includes content of public domain they must be expressly indicated as 'quote'.

In case the Video includes a soundtrack, the Team, at own expense, must acquire the rights for content production purpose and dissemination through the internet of such music/song.

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

- not created in English language if text and/or audio are included in the Video
- 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 Replyer) 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, 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.

Article 6 – Contribution to produce the Video

Reply will support up to 20 selected Teams with a contribution of 500€ (five hundred Euros) to cover, in full or in part, expenses to produce the Video (i.e., equipment, material, soundtrack licensing, other content licensing, etc.).

The Team interested in applying for such contribution must send an e-mail, within May 3, 2021, with:

- name of the Team
- Video concept in form of script or storyboard
- estimated expenses to produce the Video (i.e., equipment, material, soundtrack licensing, other content licensing, etc.) for an amount of at least 500€.

Each team will be able to apply for the 500€ contribution only with one script or storyboard.

Within May 6, 2021, Reply will evaluate all the scripts/storyboards received and will select up to 20 Teams as eligible to receive the 500€ contribution. All the Teams will receive, within May 7, 2021, an e-mail informing if they are eligible – or not – for the 500€ contribution.

The 500€ contribution will be reimbursed only if:

- a) the Team submits the Video as per Art. 7
- b) the submitted Video is compliant with the script or storyboard previously provided by the Team
- c) the Team provides, as per instructions received by Reply, the documents certifying the expenses incurred (if such certified expenses will be more than 500€, the excess amount will not be reimbursed).

Article 7 – Submissions and subsequent performance of the Challenge

The Video, in compliance with the brief, must be submitted from May 21, 2021 and within May 23, 2021 – 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 enrollment, 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.

Each team will be able to submit only one Video.

Grounds for eliminating a team from the Challenge will be:

- sending a Video not compliant with the brief or classified as not valid because of invalid content listed in Art. 5
- disseminating, sharing, or distributing the Video by any distribution channel.

By submitting a Video through the platform, the team will have formalized its participation in the Challenge.

In such phase of the Challenge, the submitted Video will be stored by Reply and will not be broadcasted since it will be watched only internally by the Reply's employees (in charge to verify the compliance with requirement, as per Art. 5) and then, if compliant, by the Panel.

Each Video, after verification of validity requirements, will be qualitatively evaluated by the Panel within June 11 , 2021.

The Panel, at incontestable discretion, will select at least 5 Videos and the teams who submitted such selected Videos will be the Challenge finalists.

Each Registered Replyer member of the finalist teams will be informed by email:

- a) to formalize that the Video will enter the voting session during the Xchange 2021 event
- b) to require him/her to read the attached Privacy Notice (since the Video will be broadcasted during the Xchange 2021, as below described)
- c) to require him/her to print and sign, for acknowledgement, the Privacy Notice and send it back in attachment.

The selected finalist videos will be broadcasted during the Xchange 2021, live on the event platform in between of all the parallel sessions.

The Xchange 2021 audience, made by Repliers and Reply's invited clients, will be able to access the online event platform by log-in, filling in the related username and password.

Each registered viewer will be able to send, through the event platform, only one vote for the Video considered the best among the finalists.

The team whose Video will obtain the highest number of votes will win the Challenge and will receive a pack of unique Xchange 2021 gadgets for each member of the team.

In case of a tie, the final irrevocable decision about the best Video will be taken by the Panel.

Such Xchange 2021 gadgets will be the acknowledgment for having produced a Video that best represents the Reply's corporate values among the Reply's community.

Article 8 – Possible proposal to purchase exclusive Rights on the finalist Videos

Reply will have the right, but not the obligation, to propose to one or more finalist Teams to purchase the exclusive Rights on the related Video. In case of interest in a Video submitted by the related Team, such proposal will include the purchase agreement to be signed by all the members of the Team. The purchase agreement will provide the transfer of exclusive rights on the Video, in favor of Reply and/or its successors in title, against the payment of the amount of 1.000€ (one thousand euros) offered by Reply and to be shared among the team's components.

If Reply will not purchase a finalist Video, it will not be used for purposes different from the broadcasting and voting during the Xchange 2021 event. In such case, the Video will be erased from the storage system within 15 days after the Xchange 2021 event.

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 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 Repliers' hardware or software malfunctions, or interruption of the internet connection used by them that prevent them processing, completing and/or sending a valid Video submission.

Reply has the right to modify and/or supplement these Challenge T&Cs until the issue of the problems 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 Replyers, authorization or license to use the trademarks and registered trademarks of the Reply Group for purposes different from Video production to enter the Challenge.

All Videos who will not be finalists will be erased from the Platform storage system within 15 days after the end of the Challenge.

"Waiver" attachment

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

GIVEN THAT:

- A. the Registered Replyer, 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 this 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 Replyer with the present waiver to be accepted during the Challenge enrolment phase, through the 'point & click' 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 Replyer and the other team members will be the only authors and creators of the Video that they will submit through the Platform even if the Video does not have the requirements requested by the brief.
3. That, if the video includes natural persons, they are the members of the Team of, if third parties, the Team has acquired all the Rights on such third parties.
4. The non-existence of rights or claims of third parties relating to the Video (even if compliant with the brief) that will be sent by the team.
5. That the Video that will be sent will be original and unpublished.

6. To know that the Video will be stored by the platform for the sole purpose of participation in the Challenge and that, only if the team is among the finalist during the Xchange 2021, the Video will be broadcasted by the event platform.
7. To have nothing to claim for submitting the Video, if it will not be selected by the Panel as finalist, considering itself already fully satisfied by participation in the Challenge.
8. To know that the finalist's selection is at the incontestable discretion of the Panel, as per Challenge T&Cs; therefore, nothing would have to be claimed if the Video 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 Replyer from the team participating in the Challenge.
10. To understand and agree that if the Video submitted by the team is selected by the Panel as finalist and it will be the most voted during the Xchange 2021 event, he/she will not be entitled to receive any compensation, indemnity, or reimbursement in addition to the Xchange 2021 gadgets as per Art. 7 of the Challenge T&Cs.
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) THE REGISTERED REPLYER GRANTS REPLY, FOR FREE, THE IRREVOCABLE LICENCE (hereafter the "Licensing"), only the case in which the team to which he/she belongs is one of the finalists, to broadcast the Video during the Xchange 2021, through the event platform.

C) THE REGISTERED REPLYER DECLARES, ONLY THE CASE IN WHICH THE TEAM TO WHICH HE/SHE BELONGS SELECTED BY THE PANEL AS FINALIST:

- a) That there is no impediment to release, for his/her part, the present declaration for every liberating purpose.
- b) To understand and agree that he/she will not receive any payment, or compensation or other remuneration, now or in the future, for the Licensing
- c) To not having in place legal acts that, in any case, may affect the extent and effectiveness of

this waiver.

- d) TO HOLD HARMLESS AND INDEMNIFY Reply, 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 Reply the right to carry out the Challenge and exercise the rights acquired through the Licensing.
- e) As per Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”), if he/she has been filmed in the Video, to understand and accept that the Video broadcasting will disseminate his/her image and voice during the Xchange 2021 event.