

## **Enel GP Innovation Competition Regulations**

### **1. Introduction**

Enel Green Power S.p.A. (hereinafter “Enel GP”), the Enel Group company dedicated to developing and managing worldwide energy generation from renewable sources is looking for Innovative solutions for installing 3SUN's PV panels thin layers. To this purpose, effective on 20/12/2018, Enel GP has launched on Enel Group Open Innovability platform [www.openinnovability.enel.com] an innovation competition on one (1) issue to be solved (hereinafter the “Competition”).

### **2. Description of the issue**

The Competition is relevant to the following issue:

**Innovative solutions for utilization in applications either inside the Enel world or toward public administrations and/or external customers of 3SUN's PV modules**

A complete description of the issue is attached to these Regulations as ANNEX 1.

### **3. Definition of Submission**

The proposer who takes part to this Competition (hereinafter the “Applicant”) will submit information through ENEL group Open Innovability platform [www.openinnovability.enel.com] related to the issues described in paragraph 2 (collectively referred to as the "Proposal").

### **4. Eligibility of participants**

Participation is reserved exclusively to natural persons who are employees belonging to Enel Group at the time of the Competition launch, except for i) the people involved in the organization and management of the Competition, ii) the people admitted to the Open Innovability Portal back office. It is the Applicant’s responsibility to verify the eligibility requirements.

Single employees—as well as teams participated by employees, (hereinafter each referred to as “Applicant”) are allowed to participate. In case a team of employees wish to participation in the Competition, the Proposal should be submitted by a representative of the team who shall be the only contact person for the team in relation to the Competition and shall have full representation powers and responsibility toward the team. By applying to the Competition, the Applicant represents and warrants (also in representation of the members of his team, if any) that:

- 1) He/she and each member of his/her team are eligible to participate in the Competition.
- 2) All the information contained in his/her Proposal is true, accurate and complete;
- 3) He/she has viewed and accepts the privacy policy of the Enel Open Innovability platform;
- 4) The Applicant has not breached any laws in his/her country of residence regarding the legality of entering the Competition;
- 5) The Applicant is not in a position of conflict of interest with the Competition;
- 6) To his/her best knowledge, his/her Proposal does not: (i) violate the rights — including, but not limited to, copyrights, trademark rights, patent rights, or privacy rights— of any third party; (ii) feature any trademarks or logos;
- 7) The Applicant releases from any liabilities Enel GP and undertakes to hold harmless Enel GP, and its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Competition or any prize won.

Enel GP reminds all applicants that the Enel GP has adopted and adheres to the principles set out in the Code of Ethics, Zero Tolerance for Corruption Plan and in the Global Compliance program pursuant to Italian Legislative Decree 231/2001 of the Enel Green Power Group, which currently may be found at <http://www.enelgreenpower.it>. The Applicant hereby acknowledges the Code of Ethics of the Enel Green Power Group as binding to them and confirm that they will adhere to it. The Applicant also acknowledges that Enel SpA has approved the Enel Global Compliance program (“EGPG”), which was drafted taking into accounts the main international conventions against corruption (i.e. Bribery Act; Foreign Corrupt Practice Act; etc.) and which shall be adopted by all non-Italian subsidiaries of the Enel Group Enel Group.

Enel GP reserves the right to reject any Proposal that does not comply with these Regulations.

## **5. Payment**

The best Proposal will be awarded with 5.000 euro. If no Proposal is deemed deserving by Enel GP's evaluation committee, no prize will be awarded. If the winning Proposal is submitted by a team, the payment shall be made pro quota to each of its members. If more than one proposal is selected as winner, the prize amount will also be distributed pro quota among the winners (ex aequo).

Payment will be made in Euros, or if required by the winner's local law, in its local currency equivalent based on the foreign exchange rate in effect on the date of the communication to the winner of the outcome of the Competition. The above amount represents a complete payment, net of any taxes that Enel GP is required to withhold, for any Accepted Proposal.

## **6. Application**

Proposals will be submitted exclusively online through the Enel Group Open Innovability platform [www.openinnovability.enel.com] and shall be in English, Italian and Spanish. Proposals submitted by any other means will not be considered. Proposals will be submitted in a single stage, by submitting an online Proposal, which will include:

- 1) Information about the Applicant; in case the Applicant is a team, the person submitting the application shall be automatically treated as the team authorized representative; each team member must meet the eligibility criteria set forth above and must be indicated in an attached file "TEAM Composition";
- 2) Information about the Proposal [for more details, please read the issue description and the ANNEX 1];
- 3) A list of all rights of ownership and licences in pre-existing intellectual property rights, when applicable
- 4) Possibility to upload documents for a maximum of 5 files

Applicants are strongly recommended not to wait until the last minute to submit the Proposal. Failure of the proposal to arrive in time for any reason, including extenuating circumstances, will result in rejection of the Proposal.

## **7. Phases and deadlines**

The Competition is structured in the following steps:

### Phase 1 – Submission

It will be possible to submit Proposals on the Enel Group Open Innovability platform [www.openinnovability.enel.com] from December 20<sup>st</sup>, 2018 to January 31<sup>th</sup>, 2019 (within 23.59 CET). Enel GP may decide at its own discretion to extend the deadline, for a maximum of additional 30 days.

In order to be eligible for evaluation, Proposals should be complete and submitted before the deadline through the Competition platform; Applicant must accept these Regulations, the Terms of Usage and Private Policy of the Open Innovability platform, as well as declare under their own responsibility, when applicable under the relevant law, the ownership or right of usage of any intellectual property rights involved in the proposal and the absence of any conflicts of interest.

Each submission must include the following:

1. Detailed description of the proposed solution that must meet the Solution Requirements reported in the description of the Competition (see the platform and Annex 1).
2. Rationale as to why the Applicant believes that the proposed solution will work. This rationale should address each of the Solution Requirements and in general described in the Detailed Description and Background should be supported with relevant examples.
3. Data, drawings, case studies, references or any additional documents that supports the proposed solution.

*Communication to participants:* after a formally valid submission, the applicants will receive a confirmation by email.

## Phase 2 – Evaluation

Enel GP, availing itself of both internal and external resources, as deemed fit, will evaluate the Proposals from February 1<sup>st</sup> 2019 to March 31<sup>st</sup> , 2019 (within 23.59 CET), with a proportionate postponement in case of extension of the submission deadline. The Proposals must satisfy the requirements specified in ANNEX 1 and they will be evaluated based on the criteria below (in order of importance):

- 1) Technical feasibility and potential: the proposed technological solution can be used and has a high level of quality and distinctiveness
- 2) Economics: Accuracy and credibility of the costs/benefit analysis
- 3) Business Potential: Relevance of the technology proposed to generate economic value
- 4) Applicant credibility: experience in technology or industry, educational qualifications, credentials, team composition (if the proposal is subscribed by a team)
- 5) Presentation of the Proposal: Completeness and clarity of the material.

The Proposals lacking of one or more of the abovementioned criteria or that do not meet the requirements attached in ANNEX 1 will be discarded.

*Communication to participants:* Specific communication will be sent to the winner and to the unselected applicants.

## Phase 3 –Winner Announcement

By May 2019 , (within 23.59 CET), with a proportionate postponement in case of extension of the submission deadline, Enel GP will contact the winner asking for some additional information in view of ceremony awards. The award shall be paid to the winner within ninety (90) days after the communication.

After the payment to the winner, Enel GP will publish the name and the details of the winner of each issue with a description of their Proposal and the reasons for their choice on the Open Innovability platform, Enel.com and enelgreenpower.com websites and Enel Group’s social channels (Facebook, LinkedIn and twitter).

## **8. Intellectual property rights**

8.1 For the purpose of these Regulations, “Intellectual Property Rights” also abbreviated “IPRs” means rights in, to and under:

- i. inventions, patents, patent applications and statutory invention registrations;
- ii. know-how such as any information, including, without limitation, product designs, processes and processing methods, apparatus specifications, production specifications and techniques, raw material specifications and sources, test methods and standards, manuals, invention records, formulae, calculations, research records and reports, and marketing surveys and reports, which are possessed and known in any form whatsoever, whether communicated orally or embodied in plans, drawings, photographs, tapes, discs, memoranda, notes, reports, studies, or samples, and whether such information is patentable or not patentable;

8.2 With the exceptions of those instances where the ownership of all the rights, including, but not limited to, all intellectual property rights is reserved to the Applicant’s company employer under the applicable law, the Applicant, by submitting the application, ensures and guarantees that he/she owns and/or has obtained any and all consents, approvals, or licenses required in order to make the Proposal and by participating in the Competition and that no third party rights are breached; in such latter event, Enel GP is not requested to verify the authenticity of the ownership of the rights of the proposal and any issues derived from third party claims that may arise are the solely responsibility of the Applicant; nonetheless, Enel

GP reserves the right to disclose the identity of the Applicant to any third party claiming that the material posted or uploaded by the Applicant to the Competition platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] constitutes a violation of its IPRs, or its confidentiality/privacy rights. Enel GP reserves the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete;

8.3 Applicant is aware that participation in the Competition does not grant any protection to intellectual property rights (“IPRs”) disclosed by the Applicant. Although the Proposals may refer to an innovative and creative use of already existing tools that cannot be protected as an intellectual property right, it is possible that IPRs are involved in the Proposal. In such case, Enel GP recommends that Applicants provide adequate protection to their IPRs prior to submission of the Proposal, as following the submission or any relevant information published on the Enel Open Innovability platform (including information about the winner) the IPRs may enter the public domain, thus losing the chance of being protected. Enel GP waives any liability connected to the use of unprotected IPRs by the Applicants.

Where industrial and intellectual property rights, including rights of third parties, exist prior to the Competition (“pre-existing intellectual property rights”), Applicants shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and must submit this list when the Proposal is submitted as its attachment. No Proposal will be awarded in case such third parties have been granted exclusivity rights to use and further develop such Proposal.

The information submitted will not prevent Enel GP from independently developing the same or similar expertise or physical assets and offering their services to any other party

## **9. Enel GP rights on submissions**

By entering this Competition It is also understood and accepted that, in any event,

- 1) Enel GP has the right to (and is licensed to with no extra charges) (i) use, review, assess, test, and otherwise analyze Proposals and all their contents in connection with this Competition; and (ii) feature Proposals and all their contents in connection with this Competition (including but not limited to internal and external presentations, tradeshow, and screen shots of the Competition entry process in press releases) in all media (now known or later developed);
- 2) The Applicant agrees to sign any necessary documentation that may be required for Enel GP and its designees to make use of the rights granted above;  
Enel GP may have developed or commissioned materials similar or identical to the Proposal and any claims resulting from any similarities to the Applicant Proposal is waived;
- 3) Enel GP cannot control the incoming information disclosed to Enel personnel in the course of entering the Competition, or what Enel personnel will remember about any Proposal. It is also understood and accepted that Enel GP will not restrict work assignments of the personnel who have had access to the Proposal. By entering this Competition, the Applicant agrees that Enel GP cannot be held liable under this section or copyright or trade secret law for the use of information which Enel personnel may retain in their memories while developing or deploying our products or services;
- 4) After the winner announcement, Proposals may be posted on a website selected by Enel GP or viewing by visitors to such website. Enel GP is not responsible for any unauthorized use of the Proposal by visitors to such website. While Enel GP reserve these rights, is not obligated to use the Applicant’s Proposal for any purpose, even if it has been selected as a winning Proposal.

## **10. Changes to Regulations**

BY submitting the Proposals, Applicants acknowledge and accept that Enel GP could vary these Regulations at any time. This includes changes to dates for deadlines and events, locations or specifications of the Competition.

Enel GP will post any change to these Regulations on the Competition platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)]. Applicants should regularly visit the Competition platform to check if any update of the Regulations has been posted.

#### **11. Conflict**

In the case of any conflict between the terms of these Regulations and the Terms of Usage of the Open Innovability platform, these Regulations shall prevail

#### **12. Cancellation, changes or suspension of the Competition in case of irregularities in the Competition**

If someone cheats, or a virus, bug, internet bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of this Competition, Enel GP reserves the right to ban a specific Applicant from the Competition, cancel, change, or suspend this Competition. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Competition, Enel GP reserves the right to select winner from among all eligible entries received before Enel GP had to cancel, change or suspend the Competition. If any Applicant or member of a team attempts to compromise the integrity or the legitimate operation of this Competition, or if Enel GP has reason to believe that an Applicant or member of a team have compromised the integrity or the legitimate operation of this Competition by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, Enel GP may seek damages to the fullest extent permitted by law. Further, Enel GP may disqualify and ban any unfair participant from any future competition.

#### **13. Costs and taxes**

Any cost and tax relevant to the participation to the Competition or the receipt of payment shall be exclusively borne by the Applicants. Applicants are requested to check the applicable costs, duties and taxes according to the laws of the jurisdiction where they reside or where are otherwise obliged to pay taxes.

#### **14. Limitation of liability**

In addition to any other limitation of liability contained in these Regulations, Enel GP is not liable for possible deficiencies of the platform. Enel GP is not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged or late entries.

#### **15. Future collaborations**

Winning the Competition does not give any other right than receiving the prize above described. . Nevertheless, Enel GP may, at its sole discretion, negotiate with winner and other Applicants future agreements.

#### **16. Governing law and jurisdiction**

The Competition is ruled by Italian law. Any disputes shall be exclusively set by the Courts of Rome.

#### **ANNEX 1 Competition Description.**

See attached file