

## **Enel X s.r.l./ e-Mobility Competition Regulation**

### **1. Introduction**

Enel X s.r.l. (hereunder also "**Enel X**"), on 21 November 2018 launched on Enel Group Open Innovability platform [www.openinnovability.enel.com](http://www.openinnovability.enel.com) an innovation competition on one (1) issue to be solved (hereinafter the "**Competition**").

### **2. Description of the issues**

**2.1. e-Mobility Challenge:** Imagine driving an electric car and needing to recharge the battery, you arrive at the charging station marked as available, but you find it occupied by a non-electric vehicle. Is there any way to avoid it? Or, is there a way to identify the parking areas dedicated to recharging on the App as "unavailable" in the case of unauthorized parking? If you think you have an innovative solution to solve this problem the moment to propose it has arrived!

### **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](http://www.openinnovability.enel.com) related to the challenge described in paragraph 2 (hereinafter the "**Proposal**").

### **4. Reward**

The winner will have the opportunity to experience an internship in Enel X (or any other of its subsidiaries), subject to the positive outcome of any eventual necessary check required by law and/or Enel internal policies (e.g. in case of conflict of interests)

**Enel X has no obligation to select a winning proposal.**

### **5. Eligibility of participants**

The Applicant must have reached the age of majority according to the relevant national legislation, but not older than 29 years, have legal capacity in the jurisdiction where he/she resides. Only single natural persons are allowed to participate.

Eligibility will not however be granted to people involved in the organization and management of the Competition or admitted to the Open Innovability Portal back office, nor to their spouses or partners and their relatives up to the fourth degree determined according to Italian law.

By applying to the Competition, the Applicant represents and warrants that:

- 1) He/she is eligible to participate in the Competition; With regard to the eligibility criterion requesting the absence of any lien of kinship or marriage with the people involved in the organization and evaluation process of the Competition, if necessary, any additional information to Enel X to fulfill such obligation;
- 2) He/she accept to abide by this Regulation;
- 3) All the information contained in his/her Proposal is true, accurate and complete;
- 4) He/she has viewed and accepts the privacy policy of the Enel Open Innovability platform;
- 5) The Applicant owns all the rights, including, but not limited to, all intellectual property rights and/or has obtained any and all consents, approvals, or licenses required in order to make the Proposal and by participating to the Competition no third party rights are breached; Enel X 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 applicants; nonetheless, Enel X 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.com](http://www.openinnovability.com) constitutes a violation of their IPRs, or their confidentiality/privacy rights. Enel X reserves the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete;

- 6) In case The Applicant is an employee of a legal entity, he/she is responsible for ensuring that his/her participation in the Competition complies with any policy of his/her corporation, agency, or institution may have regarding participation in contests of this type. If Enel X has reason to believe that the Applicant may violate any of those policies, Enel X reserves the right to prohibit the participation in the Competition or withheld the reward at any time;
- 7) The Applicant has not breached any laws in his/her country of residence regarding the legality of entering the Competition;
- 8) The Applicant is not in a position of conflict of interest with the Competition;
- 9) 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) prominently feature any trademarks or logos; (iii) contain content that is defamatory or in violation of any law, irrelevant to the Competition, or otherwise inappropriate, as determined by Enel X, in its sole discretion;
- 10) The Applicant releases and undertakes to hold harmless Enel X, 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;
- 11) The Applicant must upload his CV on the Enel web site (<https://www.enel.com/it/carriere>).

Enel X informs that Enel Group in managing the business activities and the relationships refers to the principles contained in its Code of Ethics, in the Zero Tolerance Plan against the corruption and in the Compliance Program pursuant to Italian Legislative Decree 231/2001 (available at [www.enel.com](http://www.enel.com)). The Applicant shall comply with equivalent principles in conducting hereunder your business activities and in the management of your relationship with third parties.

Enel X reserves the right to reject any Proposal that does not comply with this Regulation.

## **6. Application**

Applicant may submit one (1) proposal and such Proposal will be submitted in Italian or English and exclusively online through the Enel Group Open Innovability platform [www.openinnovability.enel.com](http://www.openinnovability.enel.com). 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;
- 2) Information about the Proposal;
- 3) A list, which shall specify all rights of ownership and use in the pre-existing intellectual property rights, see Article 8 below;
- 4) Two Short Videos (considering the limitations on file's extensions at point 5):

- a) presentation of him/herself;
- b) presentation of the Proposal.

5) Possibility to upload documents for a maximum of five (5) files, not larger than 2GB each, including the presentations mentioned at the point before.

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](http://www.openinnovability.enel.com) from 8:00 of 21 November 2018 until 23.59 of 30 January 2019. Enel X may decide to extend the deadline for a maximum of additional 15 days.

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

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

### **Phase 2 – Evaluation**

Enel X, availing itself of both internal and external resources, as deemed fit, will evaluate the Proposals from 30 January to 31 March 2019, with a proportionate postponement in case of extension of the submission deadline. The Proposals will be evaluated based on the criteria below according to the unquestionable judgment of Enel X:

1. The information is clear, intuitive and useful;
2. The solution is easy to use and attractive;
3. Technical feasibility and potential: the proposed technological solution can be realized/used and has a high level of quality and distinctiveness;
4. Business Potential: Relevance of the technology proposed to generate revenue and/or economic value;
5. Economics: Accuracy and credibility of the costs/benefit analysis;
6. Innovation level: level of innovation of the idea proposed with the other solutions already in use.
7. Presentation of the proposal and of the Applicant

The Proposals lacking major elements for their proper evaluation or manifestly unsubstantiated will be discarded.

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

### **Phase 3 –Winner Announcement**

Enel X will announce the winner within approximately 90 working days starting from the 31 March 2019 or any deadline submission extension. By then Enel X shall complete the verification procedure on the Applicant and related Applicant's declarations. To this end, Enel X may contact the winner asking for some additional information in view of the reward. The reward is conditioned upon the winner's cooperation with Enel X verification procedures. An example of the required declaration is available as ANNEX 1 to these Regulations. Moreover Enel X will ask if necessary the winner the tax code (or the VAT number if a legal entity) and a certification of the winner's signature from a Public Notary or its foreign equivalent.

After the communication to the winner, Enel X will publish the name and the details of the winner of the Competition with a description of their Proposal and the reasons for their choice on the Open Innovability platform, Enel website and Enel Group's social channels (Facebook, LinkedIn and twitter).

### **8. Intellectual property rights**

8.1 For the purpose of this 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 unpatentable;

8.2 Participation in the Competition does not grant any protection to intellectual property rights ("IPRs"). 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 X 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. Enel X 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.

8.3 Notwithstanding any different provision in the Terms of Usage of Open Innovability platform, upon acceptance by Enel X of the Proposal and rewarded as set out in Sect. 4 of this Regulation, the winning Applicant grants to Enel X a non exclusive, worldwide, unlimited, perpetual, irrevocable and royalty-free license to use, make, have made, market, copy, modify, lease, sell, distribute, and create derivative works of the Proposal. If the winning Applicant uses any process in the development of the Proposal which are subject of patent rights owned by such Applicant, Enel X is granted a worldwide, non exclusive, perpetual, royalty-free right and license, to practice any patented process used in the Proposal. The Applicant shall execute all papers and do all actions deemed necessary by Enel X to ensure that Enel X acquires the licenses and rights as set forth in this Regulation. Such cooperation and execution shall be performed without

compensation other than the amount set out in Sect. 4 above. The Applicant agrees that the above described rights admitted under the license granted to Enel X, shall be exercised by Enel X directly or through its external providers/suppliers/partners.

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

By entering this Competition it is also understood and accepted that:

- 1) Enel X 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 X and its designees to make use of the rights granted above;
- 3) Enel X may have developed or commissioned independently materials similar or identical to the Proposal and any claims resulting from any similarities to the Applicant Proposal is waived. Enel X cannot control the incoming information disclosed to Enel X personnel in the course of entering the Competition, or what Enel X personnel will remember about any Proposal. It is also understood and accepted that Enel X will not restrict work assignments of the personnel who have had access to the Proposal. By entering this Competition, the Applicant agrees that Enel X cannot be held liable under this section or copyright or trade secret law for the use of information which Enel X 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 X or viewing by visitors to such website. Enel X is not responsible for any unauthorized use of the Proposal by visitors to such website. While Enel X 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 Regulation**

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

Enel X will post any change to this Regulation 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 Regulation has been posted.

## **11. Conflict**

In the case of any conflict between the terms of this Regulation and the Terms of Usage of the Open Innovability platform, this Regulation 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 X reserves the right to 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 X reserves the right to select winner from among all eligible entries received before Enel X had to cancel, change or suspend the Competition. If any Applicant attempts to compromise the integrity or the legitimate operation of this Competition, or if Enel X has reason to believe that an Applicant 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 X may seek damages to the fullest extent permitted by law. Further, Enel X 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 reward 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 this Regulation, Enel X and/or Enel Group are not liable for possible deficiencies of the platform. Enel X and/or Enel Group may not be held liable for any damages/losses derived from problems regarding computers, networks or any other reasons that may lead to loss, damages or late entries.

### **15. Future collaborations**

Winning the Competition does not give any other right than receiving the reward.

### **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 EXAMPLE of WAIVER Declaration**

Company (the "Employer") is aware that \_\_\_\_\_ (the "Employee") has developed a solution for the Enel Open Innovability Challenge, entitled "TITLE" which the Employee has assigned (delivered?) to Enel X s.r.l. under a submission made on (DATE) accepting the Regulations of the Challenge and the Terms of Usage of the Open Innovability platform.

The Employer is aware that the solution submitted by the Employee won the Challenge mentioned above and the relevant prize will be awarded according to the condition already defined and laid down.

Employer hereby acknowledges that the above solution has been developed by the Employee exclusively for the Enel Open Innovability Challenge and not within the scope of the employment, and unconditionally, absolutely, and forever waives and releases the Employee from any obligation of assignment of the intellectual property rights to the Employer with respect to the solution developed for Enel X s.r.l. and/or any of its nominees.

This letter is hereby executed by a duly authorized representative of Employer.