

I&NNOVATION CHALLENGE Regulation

1. Introduction

Enel Global Infrastructure and Networks S.r.l. (hereinafter "**Enel GI&N**") is looking for alternative solutions for technical challenges and problems that it encounters in its daily activities. To this purpose, effective on 15th November 2018, Enel GI&N will launch on Enel Open Innovability [www.openinnovability.enel.com] (hereinafter the "**Platform**") an innovation contest (hereinafter the "**I&NNOVATION CHALLENGE**") on five (5) challenges (hereinafter the "**Challenges**") to be solved.

2. Description of the challenges

The I&NNOVATION CHALLENGE is relevant to the following Challenges:

- (1) **Safety Distance**: make sure safety distance from energized elements is respected;
- (2) **Open Look**: fraud detection by using external sources;
- (3) **Dischargers Status Indicator**: guarantee optimal functionality in MV overhead lines;
- (4) **Data driven maintenance**: non-conventional fault localization and predictive maintenance in MV;
- (5) **Clean Sheet Design for process transformation**: focused on supply chain, preventive maintenance, connection request.

3. Definition of Submission

The proposer who takes part to the I&NNOVATION CHALLENGE (hereinafter the "**Applicant**") shall submit the application through the Platform in relation to the Challenges described in paragraph 2 (collectively referred to as the "**Proposal**").

4. Eligibility of participants

Except for the people involved in the organization and management of the I&NNOVATION CHALLENGE and their spouses or partners and their relatives up to the fourth degree calculated according to Italian law, all the employees working in the legal entities pertaining to the perimeter of Infrastructure & Networks in the following countries Argentina, Brazil, Chile, Colombia, Italy, Peru, Romania, Spain can participate in the I&NNOVATION CHALLENGE.

Participation in teams is allowed and the maximum number of members is three (3).

All the team's member shall be employees working in the legal entities specified above.

Whenever a team is participating in I&NNOVATION CHALLENGE, the Platform profile should be created and the application should be submitted by a team leader (the "**Team Leader**").

The Team Leader shall be the only contact person for the team in relation to the I&NNOVATION CHALLENGE and shall have full representation and responsibility towards the team.

Please note that team composition must be specified in the Proposal's attachments.

If a team will be selected for the shortlist phase, only the Team Leader will attend - as a Finalist - the Enel GI&N Innovation Day 2019 and present the team's solution (as described in Paragraph 7).

By applying to the I&NNOVATION CHALLENGE, the Applicant shall represent and warrant that:

- 1) is eligible to participate in the I&NNOVATION CHALLENGE;
- 2) all the information contained in the Proposal is true, accurate and complete;
- 3) has viewed and accepted the privacy policy of the Platform;
- 4) has not breached any laws in the country of residence regarding the legality of entering the I&NNOVATION CHALLENGE;
- 5) is not in a position of conflict of interest with the I&NNOVATION CHALLENGE;
- 6) to its best knowledge, the 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;
- 7) releases and undertakes to hold harmless Enel GI&N from any and all liability or any injury, loss or damage of any kind arising from or in connection with the I&NNOVATION CHALLENGE or any prize won.

Enel GI&N reminds all applicants that Enel Group 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 Group, which currently may be found at <http://www.enel.com>

The Applicant hereby acknowledges the Code of Ethics of the Enel Group as binding and confirms to adhere to it. The Applicant also acknowledges that Enel S.p.A. has approved the Enel Global Compliance Program, which was drafted taking into account 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 GI&N reserves the right to reject any proposal that does not comply with these Terms and Conditions.

5. Awards

The best Proposal for each of the Challenges to be solved will be awarded with: *i)* the participation in a working week where innovation training and activities will be carried out; and *ii)* the involvement in the *Formula-E Experience* (backstage and Gran Prix in Rome, 13 April 2019). If the winning proposal is submitted by a team, the prize shall be granted to all the team members.

6. Application

Proposals will be submitted exclusively online through the Platform in one of the five (5) languages of Enel Group (Italian, Spanish, English, Portuguese and Romanian). Applications submitted by any other means will not be considered. Proposals shall be submitted in a single stage and shall include:

- 1) Information about the Applicant; in case the applicant is a team, the natural person submitting the application shall be automatically treated as the team authorized representative; in case the applicant is a team, each team member must meet the eligibility criteria set forth above and must be indicated in an attached file named "Team Composition";
- 2) Information about the proposals by using the given format that appears in the Platform;
- 3) Possibility to upload documents for a maximum of 5 files.

Applications to more than one Challenge per participant(s) is allowed, provided that a different application is submitted for each challenge.

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 I&NNOVATION CHALLENGE is structured in the following steps:

Phase 1 – Submission

It will be possible to submit applications on the Platform from 15th November 2018 to 31st December, 2018 (within 23.59 CET).

During the Submission phase, the Applicant can submit questions by sending an email to the local focal point. A feedback will be published as an attachment in the Platform within maximum three (3) days.

In order to be eligible for evaluation, submissions should be complete and submitted before the deadline through the Platform; applicants must accept these Terms and Conditions and the Terms of Usage and privacy policy of the Platform, as well as declare under their own responsibility the absence of conflicts of interest.

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

Once submitted, the solutions will be visible to all Enel colleagues. Even if the Applicant will be kept anonymous, Enel colleagues will be able to enrich the proposal with their comments (that are not anonymous).

Phase 2 – Evaluation

The proposals for each Challenge will be assessed by an evaluation Committee (the "**Evaluation Committee**") on the basis of the criteria below (in order of importance):

- 1) Technical feasibility and potential: the proposed technological solution can be realized/used and has a high level of quality and distinctiveness;

- 2) Impact on the business: Accuracy and credibility of the evaluated parameters (e.g. costs, revenues, benefits);
- 3) Presentation: Completeness and clarity of the material.

The decisions of the Evaluation Committee are based on the criteria stated above, but in the end are at its sole discretion; all the decisions of the Evaluation Committees will be final and binding on all matters related to this I&NNOVATION CHALLENGE.

The Evaluation Committee undertakes to evaluate the solutions with no prejudice and without facilitations to any solver in exchange of personal benefits.

Communication to participants: Specific communication will be sent to the finalists in order to make them prepare a presentation of their proposals according to a specific format and methodology. They will also be informed that they will take part in the awarding day, during Enel GI&N Innovation Day 2019.

Solutions and presentations will be judged by the Evaluation Committee that will decide three (3) finalists for each Challenge and by a jury that will award one (1) winner per Challenge.

8. Evaluation Committee

The Evaluation Committee shall be formed as follows:

The **challenge owners** are responsible of the challenges selection and description. They are experts from six (6) Enel GI&N Functions:

- Santiago Cascante (Network Technology and Innovation)
- Gabriele Licasale (Network Development)
- Jean Pierre Goossens Alayon (Operation and Maintenance)
- Nicola Grasso (Health, Safety, Environment)
- Domenico Tresoldi (Network Commercial Operation)
- Ilaria Vadacchino (Quality & Process Transformation)

The **local focal points** are responsible of the I&NNOVATION CHALLENGE coordination in each Country and of the relations between the participants in a specific Country and the Challenge Owners:

- Mirco Kildani (Italia)
- Mario Alberto Colonnello (Argentina)
- Jose Nilo Rodrigues Da Silva (Brazil)
- Marius Domnicu (Romania)
- Cesar Rincon Alvarez (Colombia)
- Hans Christian Rother Salazar (Chile)
- Roberto Leonidas Sanchez Vargas (Peru)
- Jorge Sanchez Cifuentes (Spain)

9. Enel GI&N rights on submissions

By submitting the proposals in the I&NNOVATION CHALLENGE, the Applicant:

- 1) grants to Enel GI&N an irrevocable, royalty-free, worldwide right and licence to: *i)* use, review, assess, test, and otherwise analyze proposals and all their contents in connection with the I&NNOVATION CHALLENGE; and *ii)* feature proposals and all their contents in connection with the I&NNOVATION CHALLENGE (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) agrees to sign any necessary documentation that may be required for Enel GI&N and its designees to make use of the rights granted above;
- 3) understands and acknowledges that Enel GI&N 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;

- 4) understands and acknowledges that Enel GI&N cannot control the incoming information disclosed to Enel Group personnel in the course of entering the I&NNOVATION CHALLENGE, or what Enel Group personnel will remember about any Proposal. It is also understood and accepted that Enel GI&N will not restrict work assignments of the personnel who have had access to the Proposal. By entering the I&NNOVATION CHALLENGE, the Applicant agrees that Enel GI&N and Enel S.p.A. cannot be held liable under this section or copyright or trade secret law for the use of information which Enel group personnel may retain in their memories while developing or deploying our products or services;
- 5) understands and acknowledges that, after the winner announcement, Proposals may be posted on a website selected by Enel GI&N or viewing by visitors to such website. Enel GI&N is not responsible for any unauthorized use of the Proposal by visitors to such website.
- 6) understands and acknowledges that while Enel GI&N reserves 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 Terms and Conditions

By submitting the Proposal, the Applicant acknowledge that Enel GI&N and Enel S.p.A. may vary these Terms and Conditions at any time at their sole discretion. This includes changes to dates for deadlines and events, locations or specifications of the I&NNOVATION CHALLENGE and/or prizes.

Enel S.p.A. will post any changes to these Terms and Conditions on the Platform. Applicants should regularly visit the Platform to check if any update of the Terms and Conditions has been posted.

No changes can be retroactive, giving the same rights to the participants yet registered to the Platform.

11. Conflicts

In the case of any conflict between the present Terms and Conditions and the Terms of Usage of the Platform, the present Terms and Conditions shall prevail.

12. Cancellation, changes or suspension of the I&NNOVATION CHALLENGE

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 I&NNOVATION CHALLENGE, Enel GI&N reserves the right to cancel, change, or suspend this I&NNOVATION CHALLENGE. 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 I&NNOVATION CHALLENGE, Enel GI&N reserves the right to select winners from among all eligible entries received before Enel GI&N had to cancel, change or suspend the I&NNOVATION CHALLENGE. If any applicant or member of a team attempts to compromise the integrity or the legitimate operation of this I&NNOVATION CHALLENGE, or if Enel GI&N has reason to believe that an applicant or member of a team have compromised the integrity or the legitimate operation of this I&NNOVATION CHALLENGE by cheating, hacking, creating a internet bot or other automated program, or by committing fraud in any way, Enel GI&N may seek damages to the fullest extent permitted by law. Further, Enel GI&N may disqualify and ban any unfair Applicant from any future I&NNOVATION CHALLENGE.

13. Cost and taxes

Any cost and tax relevant to the participation to the I&NNOVATION CHALLENGE 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 Terms and Conditions, Enel GI&N and Enel S.p.A. are not liable for possible deficiencies of the Platform. Please note that Enel GI&N and Enel S.p.A. are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged or late entries.

15. Governing law and jurisdiction

The I&NNOVATION CHALLENGE is ruled by Italian law. Any disputes shall be exclusively set by the Courts of Rome.