

INNOVABILITY MARKET CHALLENGE Terms and Conditions

1. Introduction

Enel Energy Markets Innovation (hereinafter “**Enel S.p.A.**”) is looking for innovative solutions for customer centricity, circular economy, digitalization and sustainability (hereinafter the “**INNOVABILITY MARKET CHALLENGE**”) on seven (7) challenges (hereinafter the “**Challenges**”) to be solved.

2. Description of the challenges

The INNOVABILITY MARKET CHALLENGE is relevant to the following Challenges:

- (1) How can we make our customers choose to stop receiving the paper invoice?
- (2) Making customer life easier through Digital Transformation
- (3) Online sensors for customer interactions and fast corrective actions
- (4) Faster communication with our clients during energy emergencies
- (5) Products and services to attract and retain elderly people
- (6) How to increase the digital collection of our customers?
- (7) How we can encourage customers to adopt a circular economy behavior?

3. Definition of Submission

The proposer who takes part to the INNOVABILITY MARKET 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**”). The submitted Proposals must be completed.

4. Eligibility of participants

Except for the people involved in the organization and management of the INNOVABILITY MARKET 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 Enel group companies can participate in the I INNOVABILITY MARKET CHALLENGE.

By applying to the INNOVABILITY MARKET CHALLENGE, the Applicant shall represent and warrant that:

- 1) is eligible to participate in the INNOVABILITY MARKET CHALLENGE;
- 2) was not involved in the preparation, organization and/or management of the INNOVABILITY MARKET CHALLENGE;
- 3) all the information contained in the Proposal is true, accurate and complete;
- 4) has viewed and accepted the privacy policy of the Platform; has not breached any laws in the country of residence regarding the legality of entering the INNOVABILITY MARKET CHALLENGE;
- 5) is not in a position of conflict of interest with the INNOVABILITY MARKET 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 S.p.A. from any and all liability or any injury, loss or damage of any kind arising from or in connection with the INNOVABILITY MARKET CHALLENGE, and/or the implementation of the activities related to the INNOVABILITY MARKET CHALLENGE and./or any prize won.

The Applicants must take all the measures to prevent any situation where the impartial and objective award in the INNOVABILITY MARKET CHALLENGE is compromised for any kind of reasons. Moreover, the Applicants must inform the Evaluation Committee without delay of any kind of situation consisting or likely to lead to a conflict of interest and immediately take all the necessary steps to rectify this situation.

Enel SPA 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 S.p.A. 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 dedicated training courses.....

6. Application

Proposals will be submitted exclusively online through the Platform.

The Applicants are requested to submit their Proposals in English. Translations in different languages can be only accepted as attachments and if in addition to the proposal submitted in English. Applications submitted by any other means will not be considered.

Proposals shall be submitted in a single stage and shall include the following sections:

1) Information about the Proposals. The Applicants are requested to use the given format that appears in the Platform;

Possibility to upload supporting documents for a maximum of 5 files (25MB total size). Supporting documents can be submitted in English. In addition the Applicants can also submit the supporting documents in any other language. Applicants can include sample/examples of their project deliverables to support the Proposal (e.g. prototypes, presentations, videos, graphic materials, websites, documents etc). A short video (max 1 minute) is suited to support, and in any case finalists will be asked to deliver a video to pitch their proposal for the committee that will select the winner.

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 INNOVABILITY MARKET CHALLENGE is structured in the following steps/stages:

Phase 1 – Submission

Applicants will submit their Proposals on the Platform from 14 May 2020 to 22 June, 2020 (within 23.59 CET).

Enel S.p.A. has the right to extend the closing of this phase for a maximum period of 30 days and to announce such an extension, if the case will be.

During the Submission phase, the Applicants can also submit questions regarding the INNOVABILITY MARKET CHALLENGE by sending an email to the local focal point mentioned below. A feedback/clarification will be issued and published as an attachment in the Platform within maximum three (3) days.

In order to be eligible for evaluation, submissions should be completed 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.

Phase 2 – Evaluation

The Proposals for each Challenge will be assessed by an evaluation Committee (the “**Evaluation Committee**”) on the basis of the following criteria:

(1) Overall scientific and technical feasibility of the proposed solution;

- (2) Economic potential of concept (e.g. Total Cost of Ownership);
- (3) Business potential for Enel;
- (4) Novelty and not obviousness;
- (5) Potential for proprietary position (i.e., is the technology novel or protectable);
- (6) User's capabilities and related experience;
- (7) Realism of the proposed solution;
- (8) Maturity level of the proposal.

The decisions of the Evaluation Committee are based on the criteria stated above, but in the end are at their sole discretion; all the decisions of the Evaluation Committees will be final and binding on all matters related to this INNOVABILITY MARKET 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 and a video (maximum 1 minute length) of their Proposals according to a specific format and methodology. They will also be informed that they will take part in an awarding event that will be organized once the winners will be announced.

The winners will be judged by the relative Evaluation Committee

8. Evaluation Committees

The Evaluation Committee shall be formed as follows:

There will be 7 Evaluation Committees, one for each of the 7 challenges.

Any and each Evaluation Committee will be composed by the relative **Challenge Evaluation Focal Point** and 2 or more additional colleagues selected by the **Challenge Evaluation Focal Point**.

Challenge Evaluation Focal Point	Challenge Title
Facundo Magnaghi, Enel Argentina	(1) How can we make our customers choose to stop receiving the paper invoice?
Emmylou Pereira Campos Araujo, Enel Brazil	(2) Making customer life easier through Digital Transformation
Alejandro Alvarez, Enel Chile	(3) How to develop online sensors for customer interactions, with fast corrective actions, in case of dissatisfaction.
Laura Montes, Enel Colombia	(4) Faster communication with our clients during energy emergencies
Jose Minguez, Enel Iberia	(5) What products and services can we offer to attract and retain older customers?
Isidro Leoncio Villanueva Palacios, Enel Perú	(6) How to increase the digital collection of our customers?
Catalina Vulpe, Enel Romania	(6) How we can encourage customers to adopt a circular economy behavior?

9. Enel S.p.A. rights on submissions

By submitting the proposals in the INNOVABILITY MARKET CHALLENGE, the Applicant:

- 1) grants to Enel S.p.A. an irrevocable, royalty-free, worldwide right and license to: *i)* use, review, assess, test, and otherwise analyze proposals and all their contents in connection with the INNOVABILITY MARKET CHALLENGE; and *ii)* feature proposals and all their contents in connection with the INNOVABILITY MARKET CHALLENGE (including but not limited to internal and external presentations, tradeshows, 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 S.p.A. and its designees to make use of the rights granted above;
- 3) understands and acknowledges that Enel S.p.A. 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 S.p.A. cannot control the incoming information disclosed to Enel Group personnel in the course of entering the INNOVABILITY MARKET CHALLENGE, or what Enel Group personnel will remember about any Proposal. It is also understood and accepted that Enel S.p.A. will not change the work assignments of the personnel who have had access to the Proposal. By entering the INNOVABILITY MARKET CHALLENGE, the Applicant agrees that 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 S.p.A. or viewing by visitors to such website or promoted through its regular and ad-hoc media channels, events etc. Enel S.p.A. is not responsible for any unauthorized use of the Proposal by visitors to such website. While Enel S.p.A. 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 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 INNOVABILITY MARKET CHALLENGE and/or prizes.

Any changes to these Terms and Conditions will be posted 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.

The Applicant who had already submitted the same solution on Make It Happen with a team can not participate to the INNOVABILITY MARKET CHALLENGE.

12. Cancellation, changes or suspension of the INNOVABILITY MARKET 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 INNOVABILITY MARKET CHALLENGE, Enel S.p.A. reserves the right to cancel, change, or suspend this INNOVABILITY MARKET 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 INNOVABILITY MARKET CHALLENGE, Enel S.p.A. reserves the right to select winners from among all eligible entries received before Enel S.p.A. had to cancel, change or suspend the INNOVABILITY MARKET CHALLENGE. If any applicant or member of a team attempts to compromise the integrity or the legitimate operation of this INNOVABILITY MARKET CHALLENGE, or if Enel S.p.A. has reason to believe that an applicant or member of a team have compromised the integrity or the legitimate operation of this INNOVABILITY MARKET CHALLENGE by cheating, hacking, creating a internet bot or other automated program, or by committing fraud in any way, Enel S.p.A. may seek damages to the fullest extent permitted by

law. Further, Enel may disqualify and ban any unfair participant from any future INNOVABILITY MARKET CHALLENGE.

The INNOVABILITY MARKET CHALLENGE may be canceled also if: (i) no Proposals are received; (ii) the committee doesn't identify any winner or (iii) the winner must be excluded.

13. Cost and taxes

Any eventual cost and tax relevant to the participation to the INNOVABILITY MARKET CHALLENGE shall be exclusively supported 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 S.p.A. is not liable for possible deficiencies of the Platform.

Please note that Enel S.p.A. is not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged and/or late entries.

15. Governing law and jurisdiction

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