

I&NNOVABILITY CHALLENGE

Terms and Conditions

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 10th February 2020, Enel GI&N will launch on the platform - Enel Open Innovability [www.openinnovability.enel.com] (hereinafter the “**Platform**”) an innovation contest (hereinafter the “**I&NNOVABILITY CHALLENGE**”) on six (6) challenges (hereinafter the “**Challenges**”) to be solved.

2. Description of the challenges

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

- (1) Prevention of electrical incidents to external parties;**
- (2) Remote and smarter factory acceptance tests;**
- (3) Innovative on-field work experience for network commercial operation technicians;**
- (4) Distribution network fault assessment during HV outages;**
- (5) Innovative work and material certification process;**
- (6) New circular life for grid assets.**

3. Definition of Submission

The proposer who takes part to the I&NNOVABILITY 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 I&NNOVABILITY 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&NNOVABILITY CHALLENGE.

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

All the teams’ members shall be employees working in the legal entities specified above.

Whenever a team is participating in I&NNOVABILITY CHALLENGE, the Platform profile should be created and the application should be entirely submitted and followed up by a team leader (the “**Team Leader**”).

The Team Leader shall be the only contact person for the team in relation to the I&NNOVABILITY 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 Innovability Day 2020 and it will present the team’s Proposal (as described in Paragraph 7).

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

- 1) is eligible to participate in the I&NNOVABILITY CHALLENGE;
- 2) was not involved in the preparation, organization and/or management of the I&NNOVABILITY 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 I&NNOVABILITY CHALLENGE;
- 5) is not in a position of conflict of interest with the I&NNOVABILITY 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 and 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 I&NNOVABILITY CHALLENGE, and/or the implementation of the activities related to the I&NNOVABILITY 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 I&NNOVABILITY 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 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) lead the innovation project to develop your solution; ii) get access to training/development initiatives customized on you; iii) Cross 3 continents with the I&NNOVABILITY JOURNEY; iv) take part to the Play Energy Campus Party. If the winning proposal is presented by a team, the prize will be awarded to all member of the team.

6. Application

Proposals will be submitted exclusively online through the Platform.

The Applicants are requested to submit their Proposals in one of the five (5) following languages of Enel Group: English, Italian, Spanish, Portuguese and Romanian.

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 Applicant; in case the applicant is a team, the natural person submitting the application shall be automatically treated as the team authorized representative – Team Leader; 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. The Applicants are requested to use the given format that appears in the Platform;
- 3) Possibility to upload supporting documents for a maximum of 5 files (25MB total size). Supporting documents can be submitted only in English. 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 I&NNOVABILITY CHALLENGE is structured in the following steps/stages:

Phase 1 – Submission

Applicants will submit their Proposals on the Platform from 10th February, 2020 to 25th March, 2020 (within 23.59 CET).

Enel GI&N 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 I&NNOVABILITY 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

- 1) The Proposals for each Challenge will be assessed by an evaluation Committee (the “**Evaluation Committee**”) on the basis of the criteria below: 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, new operations models);
- 3) Impact on sustainability and use of new technologies;
- 4) Presentation and pitch video: 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 their sole discretion; all the decisions of the Evaluation Committees will be final and binding on all matters related to this I&NNOVABILITY 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 the awarding day, during Enel GI&N Innovation Day 2020 when the winners will be announced.

Solutions and presentations will be judged by the Evaluation Committee that will decide three (3) finalists for each Challenge and by the I&N Innovation Committee, with the extraordinary participation of directors from other Business Lines, that will award one (1) winner per Challenge.

8. Evaluation Committees

The Evaluation Committee shall be formed as follows:

The **challenge owners** are responsible of the challenge’s selection and description.

Challenge Owner	Challenge Title
Nicola Grasso	Prevention of electrical incidents to external parties
Ilaria Vadicchino	Remote and smarter factory acceptance tests
Domenico Tresoldi	Innovative on-field work experience for network commercial operation technicians
Jean Pierre Goossens	Distribution network fault assessment during HV

	outages
Federico Pasquini	Innovative work and material certification process
Daniela De Rose	New circular life for grid assets

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

- Mirco Kildani (Italy)
- Mario Alberto Colonnello (Argentina)
- Silvia De Francisci (Brazil)
- Obrejan Vasilica (Romania)
- Cesar Rincon Alvarez (Colombia)
- Hans Christian Rother Salazar (Chile)
- Roberto Leonidas Sanchez Vargas (Peru)
- Santiago Cascante Nogales (Spain)

9. Enel GI&N rights on submissions

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

- 1) grants to Enel GI&N 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 I&NNOVABILITY CHALLENGE; and *ii)* feature proposals and all their contents in connection with the I&NNOVABILITY 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&NNOVABILITY CHALLENGE, or what Enel Group personnel will remember about any Proposal. It is also understood and accepted that Enel GI&N will not change the work assignments of the personnel who have had access to the Proposal. By entering the I&NNOVABILITY 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 or promoted through its regular and ad-hoc media channels, events etc. Enel GI&N is not responsible for any unauthorized use of the Proposal by visitors to such website. 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&NNOVABILITY 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.

12. Cancellation, changes or suspension of the I&NNOVABILITYCHALLENGE

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&NNOVABILITY CHALLENGE, Enel GI&N reserves the right to cancel, change, or suspend this I&NNOVABILITY 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&NNOVABILITY 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&NNOVABILITY CHALLENGE. If any applicant or member of a team attempts to compromise the integrity or the legitimate operation of this I&NNOVABILITY 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&NNOVABILITY 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 may disqualify and ban any unfair participant from any future I&NNOVABILITYCHALLENGE.

The INNOVABILITY 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 I&NNOVABILITY 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 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 and/or late entries.

15. Governing law and jurisdiction

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