

## **Challenge Terms and Conditions**

### **New design for sustainable Enel Street Cabinet**

**Please Read This Carefully! You are agreeing to a Specific Applicant Agreement for this particular Challenge only. Enel Global Infrastructure and Networks S.r.l. acting as the Scouter for this Challenge, have required that you accept the following special Challenge Terms and Conditions, so please take the time to understand them.**

## **Challenge Terms and Conditions**

### **1. Introduction**

Enel Global Infrastructure and Networks S.r.l. (hereinafter referred to as “**EGI&N**” or the “**Scouter**”) is looking for a new design for a sustainable street cabinet (built-in container for the distribution of electricity containing new diagnostic devices and tools) which must have innovative features in design and materials, incorporating the principles of circular economy and sustainability.

To this purpose, effective on 1 July 2021, EGI&N will launch on the platform - Enel Open Innovability® [www.openinnovability.enel.com](http://www.openinnovability.enel.com) (hereinafter the “**Platform**”) a call for ideas based on the present challenge (hereinafter the “**Challenge**”).

If you click "I agree" and proceed to the [openinnovability.enel.com](http://openinnovability.enel.com) platform for this Challenge Terms and Conditions (“**CTC**”) will be a valid and binding agreement for all purposes relating to the participation to the Challenge and in addition to your agreement to abide by the Terms of Use when you registered as an applicant. Please print and keep a copy of this CTC. No provisions you have agreed to that are specific to any other individual Challenge not included in this Challenge will apply. Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel OpenInnovability's Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>.

### **2. Description of the Challenge**

The Challenge is listed in the Challenges page of Open Innovability® ([www.openinnovability.enel.com](http://www.openinnovability.enel.com)) on the dedicated page: <https://openinnovability.enel.com/projects/New-design-for-sustainable-Enel-Street-Cabinet>.

### 3. Definition of Submission

The Applicant who takes part to the Challenge (hereinafter the “**Applicant**”) shall submit the application through the Platform in relation to the Challenge described in paragraph 2 (the “**Proposal**”).

The submitted Proposal must be completed: please make reference to paragraph 6 for more details on submission.

### 4. Eligibility of Applicants

This Challenge is dedicated to designers, startups, scaleups and SMEs, industrials incorporated in any country.

Spouses, partners or any relatives of employees, up to the fourth grade determined according to Italian law, of the companies of the Enel Group who have worked in the technical sector of operation and maintenance or engineering and construction in the perimeter of Infrastructure and Networks, in the moment of the challenge, on the design activities for the street cabinet, are not eligible for the participation in this Challenge. It is the Applicant’s responsibility to verify with the members of his/her kinship or spouse or partners (or with regard to his/her team members’) whether any of them is connected in any way to the Challenge or the Open Innovability® Portal and request (by e-mail to [InfoChallengeStreetCabinet@enel.com](mailto:InfoChallengeStreetCabinet@enel.com)), if necessary, any additional information to EGI&N to fulfill such obligation, as well as their spouses or partners and their relatives up to the fourth degree, are not eligible for participation.

By applying to the Challenge, the Applicant shall represent and warrant that:

- 1) is eligible to participate in the Challenge;
- 2) all the information contained in the Proposal is true, accurate and complete and you will maintain and update the Applicant information to keep it true, accurate, current 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 and participation in the Challenge;
- 5) if you are an individual that you are at least 18 years old;
- 6) if you are an individual representing a business or other entity, you are authorized to enter into this CTC on behalf of that business or entity;
- 7) is not in a position of conflict of interest with the Challenge;
- 8) the Proposal does not: (i) violate the rights - including, but not limited to, copyrights, trademark rights, patent rights, trade secrets or privacy rights - of any third party; (ii) prominently feature any trademarks or logos;

- 9) releases and undertakes to hold harmless EGI&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 Challenge and/or the implementation of the activities related to the Challenge.

EGI&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.

EGI&N and Enel S.p.A. reserve the right to reject any proposal that does not comply with these Terms and Conditions. If the Challenge is won by an Applicant not meeting the cited requirements, the Applicant will lose the right to the Award.

## **5. Application**

Proposals will be submitted exclusively online through the Platform.

The Applicants are requested to submit their Proposals in English or Italian.

Proposals 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 Proposal;
- 2) the Applicants are requested to use the given format that appears in the Platform;
- 3) a clear description of the solution proposed with details on how it can be applied to the Scouter's need and/or solve the Challenge with the requirements and constrains described in the single Challenge;
- 4) a focus on the concept and design proposed with details on how it can be applied to the Scouter's need and/or solve the Challenge with the requirements and constrains described in the single Challenge;
- 5) a focus on the materials proposed with details on how it can be applied to the Scouter's need and/or solve the Challenge with the requirements and constrains described in the single Challenge;
- 6) a unit cost estimation.

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The Applicant is not allowed to post, upload, transmit, distribute, create derivative works or publish on the Platform the following materials:

- illegal, slanderous, defamatory, offensive, fraudulent, pornographic, sexually explicit, threatening material or material violating privacy or the rights of the person, the parties involved or any third party (including other Applicants);
- material which may represent, encourage or provide instructions for a crime or which may violate state, national or international laws;
- material violating the rights of industrial property or intellectual property of any person;
- material copied or inspired by the one published by another Applicant;
- material which may result in any way dangerous for minors;
- promotions, electoral campaigns, advertising or not requested incentives;
- virus, malware or other hazardous files;
- material limiting the use or the fruition by any other Applicant or the participation in the Challenge, or in addition material which may expose Enel S.p.A and EGI&N to any responsibilities;
- material violating the CTC and any other document and/or guideline published on the Platform, not to mention applicable norms.

The Applicant is the sole person responsible for submitted Proposal.

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.

## **6. Evaluation process and deadlines**

### **A. Submission**

Applicants will submit their Proposals on the Platform from 1 July 2021 to 15 September 2021 within 23.59 CET (the “**Date of Expiration**”).

EGI&N has the right to extend the closing of this phase and to announce such an extension. Also, EGI&N has the right to withdraw the Challenge at its sole discretion.

Applicants must accept these Challenge Terms and Conditions, the Terms of Use and Privacy policy of the Platform, as well as declare under their own responsibility the absence of conflicts of interest. After a formally valid submission, the Applicants will receive a confirmation by the Platform.

### **B. Evaluation Criteria**

The Proposals for each Challenge will be assessed by EGI&N on the basis of the criteria below:

- I. Technical and normative compliance indicated in the solution requirements;

- II. Better integration in urban and rural context;
- III. Adoption of circular economy and sustainability principles;
- IV. Aesthetic and communication quality;
- V. Innovation;
- VI. Economic and realization feasibility, according to cost estimation.

It is understood that, in any case, the evaluation and any decision to proceed further with any Applicant is at complete discretion of EGI&N.

### **C. Evaluation Process**

The EGI&N team will evaluate each Proposal, getting in touch with the Applicant if additional information is needed.

Following this preliminary evaluation, the Proposal(s) that meet the requirements of the Challenge will be further evaluated by EGI&N and/or other business lines within Enel Group. In this second evaluation, an analysis based on technical parameters, economic and business impact for EGI&N will be performed. The presentation of the Proposal will also be evaluated.

At the end of the assessment, the Applicant will receive a feedback.

## **7. Award and Payment**

EGI&N will recognize:

- to the first-place winner an amount of 20.000 euros.
- to the second-place winner an amount of 10.000 euros.
- to the selected applicants who will be selected for the option/p re-emption right an amount of 7.000 euros.

The Scouter has absolute and sole discretion over the awarding of prizes and the exercise of preemption/option rights. The Scouter reserves the right to close the challenge without awarding any prizes.

Unless explicitly differently indicated, all Awards are expressed and awarded in Euros.

The Applicant shall arrange and send to Enel S.p.A. – EGI&N, all documents required to receive the Awards.

EGI&N will pay the Award via bank transfer within 90 (ninety) days end-of-month from the winner announcement date or from the date of notification by Enel S.p.A:

- to the Winning Applicant;
- and/or to Applicant author of the Proposal for which EGI&N has decided to exercise its pre-emption/option right.

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The payment term is not essential and is subject to the receipt of all the documentation required by EGI&N or Enel S.p.A. from the Applicant.

Before the payment of the Award, the selected Applicants pledge henceforth to subscribe a private treaty with EGI&N or the Enel Group company that will be indicated, for the permanent transfer of the economic exploitation right related to the Proposal.

The selected Applicants also pledge to collaborate with Enel S.p.A and EGI&N, if necessary, upon their request for the further development of the Proposals, with at least one revision. The selected Applicants also pledge to provide the materials used for their development (including, but not limited to, blueprint, technical drawing, CAD files, etc.).

The payment of the Award to the Winning Applicants by EGI&N is conditioned to the positive assessment of the internal control procedures on Enel Group counterparts.

### **8. Taxation**

You understand that the Award represents a complete payment, net of any local taxes that EGI&N may be required to withhold, and that you are not entitled to any other compensation of any kind.

If local law does not require withholding of taxes, all taxes on Awards shall be your sole responsibility.

### **9. EGI&N rights on the Proposals and Intellectual Property rights**

**At the time you send any Proposal, in whole or in part, to Open Innovability<sup>®</sup>, and whether or not your Proposal is selected by the Scouter, the Proposal and associated materials (if any) will not be returned.**

Scouter, its affiliates, licensees, successors and assignees are in no way obligated to use or continue to use your Proposal (and have no obligation to you or any other person or entity after your Proposal is received).

You recognize that other persons, including other Applicants, may have provided Scouter or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Proposal. You acknowledge and agree that Scouter shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Scouter's use of such materials. By submitting a Proposal, you understand, recognize and accept that Scouter has access to, may create or has created materials and ideas which may be similar or identical to the Proposal in concept, theme, idea, format or other respects.

Any moral right in relation to the submitted Proposals remains property of the submitting Applicants. When a Proposal is submitted, the Applicant declares and guarantees under its own exclusive responsibility to be the author and the owner of the Proposal and not to have committed any violation of intellectual property rights of third parties.

The Applicants grant the following rights:

**a) For all Proposals:** the Applicants grant to EGI&N an exclusive 6 (six) months free pre-emption/option right to acquire all rights deriving from the Proposals submitted and uploaded on the Platform. The pre-emption/option right will expire 6 (six) months after the Date of Expiration of the Challenge and will not have any territory limitation.

During the term for the exercise of the above pre-emption/option right, the Applicants undertakes not to:

- grant to any third parties any rights on the Proposals submitted;
- reveal to any third party any information that relates to Proposals IP or do anything else likely to impair any of the Proposal IP;
- use, propose or submit to third parties the Proposals submitted in the framework of the present Challenge.

During the term for the exercise of the above pre-emption/option right, EGI&N will have only the right to test and study the Proposals for evaluation purposes at internal level and will not – in any way – disclose any content of the same Proposal to any third party, thus protecting the Applicants right from any undue disclosure of the proposal.

By exerting such pre-emption/option right the Scouter will obtain the ownership and any and all intellectual property rights, including the right of commercial exploitation of the Proposals, except for moral rights, as set further in letter b).

If the pre-emption/option right is exercised by the Scouter on one or more Proposals within the 6 (six) months, the Applicants selected for the exert of the pre-emption/option right (“**Selected Applicants**”) undertake to sign a separate written agreement with the Scouter for the transfer of the ownership and any and all intellectual property rights over the Proposals (“**IPRs Option right Agreement**”).

The signature of the IPRs Option right Agreement by the Scouter will be conditioned to the positive assessment of the Applicants to the internal control procedures on Enel Group counterparts.

The Scouter will pay the Award to the Selected Applicants only after the signature of the IPRs Option right Agreement by both Parties.

Such IPRs Option right Agreement will provide for the payment by the purchaser in favour of the Applicant of an amount of 7.000 euros for the Proposals.

After 6 (six) months following the Date of Expiration of the Challenge, if the Scouter has not exercised the pre-emption/option right, the Applicants will be free to use the submitted Proposals.

**b) For the sole Proposals and respective concepts winning the Challenge:** for the Winning

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Proposals, the Applicants undertake to irrevocably assign to the Scouter – upon payment of the cash Award – the ownership and any and all intellectual property rights over the Proposal, except for moral rights, including by way of example the right to commercial exploit, publish, reproduce, exhibit, execute, distribute, adapt, revision, modify, translate the selected Proposals and make any deriving projects and otherwise use the winning Proposal, as well as the right to file any registration/application for intellectual property rights protection on the Proposals and/or on the projects deriving from the transformation/revision/modification of the Proposals themselves.

The Winning Applicants are obliged to sign a separate written agreement (“**IPRs Agreement**”) with the Scouter for the permanent transfer of ownership and any and all intellectual property rights, included the economic exploitation rights related to the Proposals.

The signature of the IPRs Agreement by the Scouter will be conditioned to the positive assessment of the Applicants to the internal control procedures on Enel Group counterparts.

The Scouter will pay the Award to the Winning Applicants only after the signature of the private treaty by both Parties. The winning Applicants and the Selected Applicants pledge to provide the materials used for their development (including, but not limited to, blueprint, technical drawing, CAD files, etc.). The Scouter, at its own discretion and where it is possible, will use the names of the authors of the Proposals for communication purposes and in case of production of products deriving from the Proposals developed in the framework of the Challenge.

The provision mentioned in the preceding paragraph shall apply also to the Proposals and related products for which the Scouter should decide to exercise the pre-emption/option right.

### **10. Changes to CTC**

By submitting the Proposal, the Applicant acknowledges that EGI&N may vary these CTC at any time at their sole discretion. This includes changes to dates for deadlines and events, locations or specifications of the Challenge.

Any changes to these CTC will be posted on the Platform.

Applicants should regularly visit the Platform to check if any update of the CTC has been posted.

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

### **11. Conflicts**

In the case of any conflict between the present CTC and the Terms of Use of the Platform this CTC will prevail.

If 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



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and/or integrity of this Challenge EGI&N reserves the right to cancel, change, suspend this Challenge.

If someone cheats or misconduct EGI&N reserves the right to exclude at its sole discretion such applicant from the Challenge.

If any Applicant attempts to compromise the integrity or the legitimate operation of this Challenge or if EGI&N has reason to believe that an Applicant have compromised the integrity or the legitimate operation of this Challenge by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, EGI&N and Enel S.p.A. may seek damages to the fullest extent permitted by law. Further, EGI&N and Enel S.p.A. may disqualify and ban any unfair Applicant from this and any future OpenInnovability.com challenges.

The Challenge may be canceled also if: (i) no Proposals are received; (ii) the committee does not identify any winning proposal; or (iii) the winning proposal Applicant must be excluded.

### **12. Cost**

Any eventual cost relevant to the participation to the Challenge shall be exclusively supported by the Applicants.

### **13. Limitation of liability**

In addition to any other limitation of liability contained in these CTC, EGI&N and Enel S.p.A. are not liable for possible deficiencies of the Platform.

Please note that EGI&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.

### **14. Governing law and jurisdiction**

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

### **15. Declaration of honour**

By submitting the Proposal, the Applicant confirms that he has read and understood the "Declaration of Honour" on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present CTC.

## ANNEX 1

### Declaration of Honour

I undertake to inform EGI&N and Enel S.p.A., immediately, if after the date of submission till the end of the evaluation process, any of the exclusion of conflict of interest causes will arise.

Declaration of honour on exclusion criteria and absence of conflict of interest.

It is declared that the Applicant is not in one of the following situations:

- i. it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- ii. it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- iii. it has been guilty of grave professional misconduct proven by any means which the contracting authority Bank and international organizations;
- iv. it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- v. it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- vi. is not subject to a conflict of interest;
- vii. has not made false declarations in supplying the information required, as a condition of participation in the challenge or does not fail to supply this information;
- viii. is not in one of the situations of exclusion, referred to in this CTC.