

## Challenge Regulation ENEL INNOTHON 2025

**Please Carefully Read This Document! You are agreeing to a Regulation (the “Regulation”) for this particular Challenge only. Enel S.p.A., acting as the Challenge Owner for this Challenge, have required that you accept the following Regulation, so please take the time to understand it.**

### 1. PREMISES

The Enel Innothon 2025 is relevant to solve the following challenges/use cases:

- AI Market Analyst - Building an Intelligent Economic Scenario Generator: development of an innovative Virtual Market Analyst (VMA) that leverages artificial intelligence to enhance Enel's Administration Finance and Control (AFC) function capabilities in market analysis, forecasting, and scenario planning.
- Time Series application for Energy Recovery: development of innovative approach for dynamic energy fraud detection through multi-source temporal pattern analysis.
- Synthetic Data Generation for improving image classification accuracy: development of an innovative solution that leverages synthetic data generation to improve plant species recognition from drone imagery, with particular focus on enhancing model performance for protected species identification.
- NextGen Satellite Super-Resolution Advancing the Boundaries of Image Enhancement: development of novel algorithms that significantly advance the current state-of-the-art in enhancing freely available satellite imagery while maintaining spectral accuracy and structural integrity.
- Commodity Futures Forecasting Model - Data-driven analytics combining market fundamentals and historical trends to predict commodity prices and optimize trading strategies

More details are contained in the Challenges Statements, available at [Openinnovability.com](https://openinnovability.enel.com/challenges/call/2025/3/innothon-challenge-2025) on the dedicated page: <https://openinnovability.enel.com/challenges/call/2025/3/innothon-challenge-2025>, of which this Regulation is an annex.

Enel S.p.A. acting as the Challenge owner for this Challenge (hereinafter the “**the Challenge owner**”), has required that you accept this Regulation, so please take the time to understand it.

If you click "SEND YOUR SOLUTION PROPOSAL" and proceed to the Open Innovability® Portal for this Challenge, this Regulation will be a valid and binding agreement for all purposes relating to this Challenge and in addition to the [Terms of Use](#) of Open Innovability® Portal (the “**Platform**”), that you accept when you submit your solution (as a draft or a definitive deliverable). No provisions you may have agreed to that are specific to any other challenge will apply.

In addition to the uploading solution, you must upload the CV of all the members of each team on the Platform together with documents to demonstrate regular inscription to Italian Universities or graduation.

## 2. ELIGIBILITY

The Challenge is reserved exclusively to students or recent graduates from Italian universities, who have regular documentation to carry out internship, curricular internship and/or working activities in Italy. The Challenge owner reserves the right to verify the participants' eligibility by analyzing their CV and the documents proving their enrollment in or graduation from an Italian university.

By entering this Challenge, any participant will be deemed to be a **"Participant"**.

Only natural persons are allowed to participate in the Challenge, individually or in teams up to a maximum of three (3) members.

The employees of the Challenge owner and all the companies of the Enel Group are not eligible for the participation in this Challenge. Furthermore, the following physical persons are not eligible to participate:

- All the people involved in the organization and management of the Challenge and all the people admitted to the Open Innovability® Portal back office, as well as their spouses or partners and their relatives up to the fourth degree determined according to Italian law;
- Spouses, partners or any of their relatives up to the fourth grade (determined according to Italian law) of Enel companies' employees who have worked or currently work in the technical sector of AI software development.

It is the Participant'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, if necessary, any additional information by an e-mail to [openinnovability-support@enel.com](mailto:openinnovability-support@enel.com).

By proposing the Solution, the Participant represents and warrants that:

- 1) He/she is eligible to participate in the Challenge;
- 2) He/she accept to abide by this Regulation;
- 3) All his/her personal information ("**Participant Information**") is true, accurate, current, and complete and the Participant will update the Participant Information to keep it true, accurate, current and complete;
- 4) All the other information contained in his/her Proposed Solution (as defined below) is true, accurate and complete;
- 5) He/she has viewed and accepts the privacy policy of the Platform, available at <https://openinnovability.enel.com/privacy-policy>, and undertakes to comply with EU Regulation 2016/679 ("GDPR") and any other applicable privacy legislation;
- 6) The Participant 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, submit and use the Proposed Solution in any manner consistent to this Regulation and the Participant's participation in the Challenge will not cause the violation of any third-party rights; the Challenge owner is not requested to verify the legitimacy of the Participant's ownership rights of the Proposed Solution and any issues arising from third party claims relating to the Proposed Solution that may arise are the sole responsibility of the Participant; nonetheless, the Challenge owner reserves the right to disclose the identity of the Participant to any third party claiming that the material posted or uploaded by the Participant to the

Platform constitutes a violation of their intellectual property, confidentiality and/or privacy rights. The Challenge owner reserves the right to ask for additional evidence or documents to validate that all information supplied by the Participant is true and complete;

- 7) The Participant has not breached any laws in his/her country of residence by participating in the Challenge;
- 8) The Participant is not in a position of conflict of interest with this Challenge;
- 9) His/her Proposed Solution will be generated and developed exclusively for the Challenge and does not: (i) violate the rights — including, but not limited to, copyrights, trademark rights, patent rights, privacy rights, or other intellectual property 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 Challenge, or otherwise inappropriate, as determined by the Challenge owner, in its sole discretion;
- 10) The Participant releases and undertakes to hold harmless the Challenge owner, 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 the Participant's participation in this Challenge and/or the Challenge owner's use of the Proposed Solution;

The Challenge owner has the right to verify each Participant's eligibility and compliance with this Regulation, and to terminate any Participant's registration or participation in the Challenge if, based on the Challenge owner's investigation, the Participant results non-compliant with the provisions of this Regulation.

### 3. SUBMISSION OF PROPOSED SOLUTION. DISQUALIFICATION

As a Participant you may submit to the Platform your proposed solution to the Challenge to which this Regulation relates ("**Proposed Solution**"). The Proposed Solution shall be submitted in English. The files on which the Proposed Solutions will be uploaded must have a maximum total size of 35 MB for a maximum of 5 files. In addition, by submitting your Proposed Solution, you thereby agree to provide reasonable assistance and additional information concerning your Proposed Solution to the Challenge owner, if requested.

Participants are 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 individual;
- material which may represent, encourage or provide instructions for a crime or which may violate state, national or international laws;
- material violating third party's rights, including intellectual property rights;
- material copied or inspired by the one published by another Participant;
- material which may result in any way dangerous for minors;
- virus, malware or other hazardous files;
- material limiting the use or the fruition by any other Participants or the participation in the Challenge, or material which may expose Enel S.p.A and/or its Affiliates to any liability;
- material violating the Regulation, any other document and/or guideline published on the Platform, and/or applicable law;
- AI systems non-compliant with Regulation (EU) 2024/1689 (AI Regulation) and any other applicable European Union or Italian laws regarding artificial intelligence.

The Challenge owner reserves the immediate right to disqualify the Participant if, at the Challenge owner's sole discretion, the Participant:

(i) does not in comply with the Terms of Use of Open Innovability® and/or with this Regulation, (ii) tamper with the submission process, the Challenge, or the Open Innovability® Portal; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

#### 4. EVALUATION OF PROPOSED SOLUTION

The Participants will have until June 16, 2025 to prepare a Proposed Solution in response to the Challenge and to submit the Proposed Solution on the Enel Open Innovability® Portal with a general description of how the Proposed Solution is structured (in terms of scope, type of materials needed for realization, list of plant parameters to evaluate, used algorithms).

The Challenge owner has the right to extend the closing of this phase and to announce such an extension. The implementation of such time extension will be published on the Open Innovability® Portal and does not require any modification of this Regulation. Also, the Challenge owner has the right to withdraw the Challenge at its sole discretion.

The Proposals will be assessed by the Challenge owner considering the Solution's required features and characteristics set out in the Solution Requirements described in Challenge Statement, on the basis of the criteria below:

- Overall scientific and technical feasibility of the Proposal;
- Economic potential of concept (e.g. Total Cost of Ownership);
- Business potential for the Challenge owner;
- Novelty and not obviousness;
- Potential for proprietary position (i.e., is the technology novel or protectable);
- User's capabilities and related experience;
- Realism of the proposed solution;
- Maturity level of the proposal.

The Challenge owner's team, which may include also personnel from Challenge owner's Affiliates, will evaluate each Proposal, getting in touch with the Participants if additional information is needed.

The Participants who submitted the best Proposed Solutions will be invited to participate at Pitch Day to present their Proposed Solution to an Enel commission, which will declare the winners among the Participants to the Pitch Day.

The winners will be awarded with the possibility to join Enel for a up to 6-month full-time stage (the "**Award**"). The stage will be full time, will be paid 800 Euro gross plus daily meal vouchers and will take place in a hybrid mode, both on the Italian premises of the Enel Group and via remote Internet connection. The stage may be curricular or extracurricular, depending on the specific case.

The Challenge owner has absolute and sole discretion to determine whether to accept any Proposed Solution, and whether to make an Award, multiple Awards or no Award at all.

The Participant acknowledges and agrees:

- That Enel S.p.A. is not responsible for, and has no liability for, the selection of a winning Participant, if any;
- To hold Enel S.p.A. legally harmless in regard to the selection of a winning Participant, if any;
- To hold Enel S.p.A. legally harmless for any advice it may provide as to the quality or suitability of submitted solutions;
- To waive any claim against Enel S.p.A. for Participant's failure to win an award.

Meeting the Challenge Statement's guidelines does not automatically mean that the Proposed Solution will be accepted by the Challenge owner.

The Challenge owner estimates that, in order to achieve the KPIs set out in this Regulation, the preparation of each Proposed Solution will require each Participant to devote a minimum number of hours to such preparation, which shall be assessed by the Challenge Owner ("**Minimum Requirements**" for each Proposed Solution). The Challenge owner will evaluate each Proposed Solution to confirm that such Minimum Requirements have been met and will notify each Participant accordingly. It will then be the responsibility of each Participant to forward such evaluation to their University, in order to obtain any credits or certificates issued by such University. Participants acknowledge that the achievement of such minimum requirements does not guarantee selection for the Pitch Day.

## 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

**BY SUBMITTING A PROPOSED SOLUTION, YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS "STRICTLY CONFIDENTIAL".** Enel S.p.A. undertakes to treat as confidential any information marked as "strictly confidential" by the Participant and to not disclose such confidential information to any third party not involved in the selection and evaluation process of the Proposed Solutions. Therefore, you acknowledge and agree that Enel S.p.A. may decide to share, under bond of confidentiality and in respect of the applicable privacy law, the Proposed Solution to a third-party consultant or to any other Enel Group's company during the selection process, solely for the evaluation of the Proposed Solutions within the Challenge.

At the time you submit any Proposed Solution, in whole or in part, on Open Innovability® Portal, and whether or not your Proposed Solution is selected, you are aware that the Proposed Solution and associated materials (if any) shall be used only for the evaluation of the Proposed Solutions within the Challenge and will not be returned.

The Challenge owner, its Affiliates, licensees, successors and assigns are in no way obligated to use or continue to use your Proposed Solution (and have no obligation to you or any other person or entity after your Proposed Solution is received).

For the purpose of this Regulation, "**Affiliate**" means any legal entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Challenge owner, when "control" means the power to direct the management and policies of such legal entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

By submitting the Proposal, the Participants represent and warrant that:

- Proposal is an original work made by the Participants, and the Participants have not included third-party content (such as writing, text, graphics, artwork, logos, photographs, musical recordings, clips of videos, television programs or motion pictures) in or in connection with the Proposal, unless the Participants have either obtained the rights to use such third-party content, or such content is considered in the public domain without any limitations on use;
- no natural or legal person other than the Participants has any right, title or interest in any part of the Proposal;
- the Proposal does not infringe any patent, copyright, trade secret, trademark or other intellectual property rights of third parties;
- the use of the Proposal by Enel S.p.A. and/or its Affiliates does not and will not infringe or violate any rights of any third party, including, without limitation, patent, copyright, trademark, trade secret and personal data;
- Participants have all the rights, licenses, permissions and consents necessary to submit the Proposals and to grant all of the rights thereof to the Challenge owner and/or its Affiliates

as provided by this Regulation.

You undertake to treat as confidential any information that Enel S.p.A will exchange with you within this Challenge.

Each confidentiality obligations set in this Regulation shall survive after the termination of this Challenge.

**ALL INTELLECTUAL PROPERTY RIGHTS, IF ANY, RELATED TO THE PROPOSED SOLUTION WILL REMAIN WITH THE PARTICIPANT.**

**BY SUBMITTING A PROPOSED SOLUTION TO THIS CHALLENGE, EACH WINNING PARTICIPANT AGREES TO GRANT TO THE CHALLENGE OWNER A PERPETUAL, ROYALTY FREE, EXCLUSIVE, SUBLICENSABLE LICENSE IN RESPECT OF THE WINNING SOLUTION AND OF ALL RELEVANT INTELLECTUAL PROPERTY RIGHTS, IF ANY, FOR THE PURPOSES OF USE, FURTHER DEVELOP AND/OR COMMERCIAL EXPLOITATION OF THE WINNING SOLUTION.**

It remains understood that the Challenge owner, by exercising its right to further develop the Proposed Solution, may create a derivative work resulting as an original and independent foreground IP. The Challenge Owner will have full and exclusive right of ownership of such foreground IP and it will therefore have the right to protect it under applicable intellectual property law.

You understand, recognize and accept that:

- Enel S.p.A. may have access to, create or have created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects:
- Enel S.p.A. shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Enel S.p.A.'s use of such materials. In the event that your Proposed Solution is identical or similar to the Proposed Solution of another Participant, Enel S.p.A., reserves the right, at its sole discretion, to score one Proposed Solution higher than the other subject to the Challenge Statement guidelines.

By entering this Regulation, you agree that: (i) all Proposed Solutions and associated materials (if any) will not be returned; (ii) the Challenge owner (and its authorized representatives) have the unlimited right to alter and/or edit the Winning Solution(s) or any part or element thereof; and (iii) the Challenge owner and its licensees, successors and assigns have the right to use any and all Winning Solution(s), and the names, likenesses, voices and images of all persons appearing in the Winning Solution(s) for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity.

If a Proposed Solution is intended to be used for a bachelor's, master's or doctoral thesis or scientific publication, or if a Proposed Solution has the necessary requirements to be the subject of a patent, design or any other intellectual property application, the Participant and the Challenge Owner undertake to negotiate in good faith with the Participant's University the subsequent steps for the protection and joint exploitation of such Proposed Solution.

## **6. GENERAL CONDITIONS**

**6.1 Data Protection.** Participation to the Challenge is conditioned on providing the data required on the online registration form on Open Innovability® Portal.

Participants should not register with multiple e-mail and/or street addresses. In the event of a dispute as to any Proposed Solution, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the Proposed Solution. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service

provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Personal data will be processed in accordance with Enel Open Innovability®'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy-policy>.

When the Participant accesses Open Innovability® and submits a solution, ENEL S.p.A. and other ENEL Group companies that consider the solution interesting or to be better investigated, become the independent Data Controller of the processing of all the information provided by the User/Entity. Enel will transfer only Personal Data necessary to perform the contract or necessary for pre-contractual measures to allow you to participate to the Challenge.

**6.2 Conflict.** In the case of any conflict between the terms of this Regulation and the Terms of Use, this Regulation controls.

**6.3 Declaration of honor.** By submitting the Proposal, the Participant declares that he/she is not in one of the following situations:

- a) He/she is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended its 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;
- b) He/she or persons having powers of representation, decision making or control over him/her have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- c) He/she has been found guilty of serious professional misconduct proven by any competent court or public authority;
- d) He/she is not in compliance with his/her 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 resident or with those of the country of the Challenge owner or those of the country where the Challenge is to be performed;
- e) He/she or persons having powers of representation, decision making or control over him/her 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;
- f) He/she is subject to a conflict of interest;
- g) He/she has made false declarations in supplying the information required, as a condition of participation in the Challenge or does not supply this information;
- h) He/she is in one of the situations of exclusion, referred to in this Regulation.

The Participant undertakes to inform the Challenge owner immediately, if between the date of submission and the end of the evaluation process, any of the reasons for exclusion of conflict of interest arise.

**6.4 Ethic Clause.** The Challenge owner reminds all Participants 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 of the Enel Group, which currently may be found at <http://www.enel.com>.

Participants hereby acknowledge the Code of Ethics of the Enel Group as binding and confirm to adhere to it. Participants also acknowledge 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.

The Challenge owner reserves the right to reject any Proposal that does not comply with the abovementioned requirements. If the Challenge is won by a Participant not meeting the cited

requirements, such Participant will lose the right to the Award.

**6.5 Changes to this Regulation.** By submitting the Proposal, the Participants acknowledge that the Challenge owner may vary this Regulation at any time at its sole discretion. This includes changes to dates for deadlines and events, locations, or specifications of the Challenge.

Any changes to this Regulation will be posted on the Platform.

Participants should regularly visit the Platform to check if any update of the Regulation has been posted.

No changes can be retroactive.

**6.6 Costs.** Any cost relevant to the participation to the Challenge shall be exclusively borne by the Participants.

**6.7 Limitation of liability.** In accordance with the provisions of Art. 14 Terms of Use, the Challenge owner and its Affiliates are not liable for any possible deficiencies of the Platform. Furthermore, the Challenge owner and its Affiliates are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged and/or late entries.

**6.8 Dispute resolution.** In accordance with the provisions of Art. 15 Terms of Use, any dispute, controversy or claim arising out of or relating to this Regulation (including any question regarding its existence, validity or termination) shall be settled by the Civil Court of Rome.