

RULES OF “CODEFLOWS by Bending Spoons”

1. SPONSOR

The sponsor of the initiative is *Bending Spoons S.p.A.*, with registered office in Milan, Corso Como 15, taxpayer identification number and V.A.T. number 08931860962 (the “**Sponsor**”), a company operating in the IT-technology area, specialized in the development and marketing of “*mobile apps*”.

2. TYPE OF INITIATIVE AND OBJECTIVES

“CODEFLOWS by Bending Spoons” is a competition aiming to reward the skills and merit of the best operating minds, at a professional level or at an amateur level, in the field of computer programming (the “**Competition**”). In this view, the purpose of the Competition is to discover and put in contact the best talents in the field of information technology capable of conceiving and developing innovative ideas and solutions, also for the benefit of the entire community.

3. RECIPIENTS AND PARTICIPATION REQUIREMENTS

Participation in the Competition is free and is addressed to all individuals who, at the registration date, are at least 18 (eighteen) years of age, have a LinkedIn account and are citizens of a European country, including Russia and Turkey (even if residing or domiciled abroad), or are foreign citizens provided they are resident or domiciled for work in Europe, including Russia and Turkey (hereinafter the “**Participants**” or individually the “**Participant**”).

The ability to program codes at a professional or amateur level is required to take part in the Competition.

The Sponsor reserves the right to request documents attesting to the Participants’ meeting of the above age requirement, their citizenship and domicile or residence, as well as to evaluate their programming level and skills in advance. Admission of a Participant to the Competition is granted at the absolute discretion of the Sponsor.

4. REGISTRATION FOR THE COMPETITION

Participants must register for the Competition no later than 1 November 2020, by accessing the Competition website (www.codeflows.io, hereinafter the “**Website**”) and proceeding with the registration of their application specifying their name and surname, e-mail and LinkedIn profile (publicly accessible and actually registered to the Participant’s name), in the appropriate format as found on the Website. Participants must confirm that they are citizens of, or that they reside or are domiciled for work reasons in, a European country.

The Sponsor reserves the right to close registrations in advance if they reach a number exceeding the Sponsor’s actual organizational capacity, as well as to extend the registration period until 14 November 2020 if deemed appropriate to increase the number of applications.

The Sponsor reserves the right to exclude from the Competition, at any stage, anyone who during the registration phase has entered, or subsequently communicated, untruthful registry and personal data.

5. COMPETITION PHASES

The Competition will take place in several stages.

1. FIRST ROUND: from 14 to 15 November 2020 (the “**First Round**”).
2. SECON DROUND: on 12 December 2020 (the “**Second Round**”).
3. FINAL: on 30 January 2021 (the “**Final**”).

6. EVALUATION

The Participants’ work will be automatically evaluated by the website www.codechef.com (hereinafter “**Codechef**”), which will assign a score to each Participant based on the number of tests that the code they produced will successfully pass. The detailed mechanics of the scoring system can be found at www.codechef.com/wiki/faq.

7. RUNNING OF THE COMPETITION

Once registration has been completed, Participants will take part in the Competition as follows.

At all stages of the Competition, Participants may use any of the languages listed at www.codechef.com/wiki/list-compilers, code snippets and internet connection.

A. FIRST ROUND

After registration for the Competition according to the procedures set out in Article 4 above, each Participant will receive a first set of coding problems taken from Codechef. The problems link will remain inactive until 9 AM CET of 14 November 2020. Participants will be able to remotely solve the problems at any time, provided their solutions are completed and uploaded not later than 15 November 2020 at 12 AM CET. The speed at which problems are completed does not affect the score. Participants uploading their solutions after this deadline will be automatically disqualified from the Competition. Participants will be able to complete problems in multiple sessions, by freely logging in and out.

Codechef will assign a score to the (not univocal) solutions to the problems given by each Participant as described above. Points will only be awarded based on the accuracy of the solution, regardless of how quickly problems were solved. The First Round does not include a ranking and all Participants who score 400 or more will be admitted to the Second Round.

B. SECOND ROUND

All Participants admitted to the Second Round will be invited to remotely complete a second set of coding problems taken from Codechef. The Second Round will take place remotely on the only date of 12 December 2020 at 9 AM CET for a maximum duration of 3 (three) hours, during which Participants may upload their solutions at any time, but no later than 12.00 CET. Participants uploading their solutions after this deadline will be automatically disqualified from the Competition. Participants will be able to complete problems in multiple sessions, by freely logging in and out. The problems link will remain inactive until 9.00 CET on 12 December 2020.

Codechef will assign a score to the (not univocal) solutions to the problems given by each Participant based on the accuracy of the solution.

All Participants will be ranked based on the score obtained in the Second Round (the score obtained in the First Round will be irrelevant) and the first 40 will be admitted to the Final. In case of a tie among multiple Participants, preference will be given to the Participant that submitted their solution in a shorter time from the start of the Second Round at 9 AM CET.

C. FINAL

The Final will be held at the Sponsor's offices on the only date of 30 January 2021, for a maximum duration of 5 (five) hours, from 1 PM CET to 6 PM CET. Participants must complete a third set of coding problems taken from Codechef.

During the Final, the Participants may use their personal computers.

Codechef will assign a score to the (not univocal) solutions to the problems given by each Participant based on the accuracy of the solution. All Participants will be ranked based on the score obtained in the Final (the score obtained in the previous rounds will be irrelevant). The final ranking, and therefore the Competition winners, will depend only on this score. In case of a tie among multiple Participants, preference will be given to the Participant that submitted their solution in a shorter time from the start of the Final.

8. LOGISTICS

In case of justified reasons, the Sponsor reserves the right to change any dates, times, and locations (if applicable) of the various Competition stages, including the right to decide that Participants will compete remotely in the Final. Such changes will be notified to registered Participants by e-mail sent to the address stated during registration.

The Sponsor will not be held responsible, in the event of force majeure or for any circumstances beyond its control, for the Competition being subject to changes with respect to what was previously planned, made shorter, or canceled.

The Sponsor reserves the right to extend the duration of the Competition and postpone or bring forward any established dates, giving adequate advanced notice to the Participants.

If the Final is held at the Sponsor's offices, meals (brunch, snacks and dinner) for all Participants, on the day of the Final, will be borne by the Sponsor.

Similarly, the Sponsor will bear accommodation expenses in Milan for all Participants in the Final, if they so wish, on the night before and after the Final.

Accommodation will be booked by the Sponsor, using a travel agency, based on the information given by the Participants who wish to use such accommodation or otherwise.

The Sponsor will also bear the travel costs of the Participants in the Final to and from the place where the Final is to be held for up to a maximum amount of € 250.00 (two hundred and fifty/00) per Participant. Also in this case, the travel tickets (air or rail fare) will be booked, by travel agency, according to the information given by the Participants as to whether they wish to take advantage of such opportunity or otherwise. Participants travelling with their own vehicle will have the right, by sending to the Sponsor (at info@codeflows.io), within 72 hours from the end of the Final, all the receipts of any tolls and fuel, to request reimbursement thereof (within the above maximum amount), which will in this case be credited at the time of payment of the prizes. Reimbursements of expenses will be paid net of any tax withholdings.

9. KIND AND VALUE OF PRIZES BEING AWARDED

The total value of the Competition prizes is equal to € 40,000.00 (forty thousand/00) and will be assigned in cash, as specified below.

- For each Participant in the Final: € 250.00 (two hundred and fifty/00).
- Winner in the Final, in addition to € 250.00 (two hundred and fifty/00) for their participation: € 15,000.00 (fifteen thousand / 00).
- Runner-up in the Final, in addition to € 250.00 (two hundred and fifty/00) for their participation: € 10,000.00 (ten thousand / 00).
- Third place in the Final, in addition to € 250.00 (two hundred and fifty/00) for their participation: € 5,000.00 (five thousand/00).

If one or more prizes are not collected by the winning Participants, such prizes will be split among all the Participants in the Final.

10. PROCEDURE TO AWARD PRIZES

Prizes will be disbursed by the Sponsor to all the Participants in the Final, no later than 5 (five) working days from the conclusion of the Final, by crediting the bank account that each Participant in the Final will have communicated without delay to the Sponsor (together with the relevant SWIFT code, address, date of birth, tax code, VAT number or VAT ID, if applicable) right after receiving notification of access to the Final, and in any case before the start of the Final. Prizes will be paid net of any tax withholdings.

11. SCIENTIFIC WORK PRODUCED (SUBMISSIONS)

Participants grant the Sponsor the worldwide, non-exclusive, no-charge, royalty-free, irrevocable right and license to use, reproduce, publicly display, make available to the public, publicly perform, sublicense, and distribute the Participant's submissions as solutions to the problems in the Competition, including any object code and source code in any programming language contained therein ("**Submissions**"), for the purposes of the Competition, including reviewing and evaluating the Submissions and Participant's compliance with the rules of the Competition. Participants represent,

warrant and agree that their Submissions are their original creations and/or in any event that they have the right to grant the Sponsor the rights set forth herein for each Submission. Participants further represent, warrant and agree that they shall not make any Submission that (i) infringes any intellectual property right of any party or the privacy or publicity rights of another, (ii) violates any law or right of any third party, and (iii) is intended to damage or interfere with any system, data or information.. Each Participant will indemnify and hold harmless the Sponsor from any and all liabilities, losses, claims and damages arising out of any Participant's breach of the representations and warranties set forth herein.

Each Participant maintains the right to authorship of the intellectual property work concerning the Submissions. It is understood that the right of exploitation and use, for any purpose, of the Submissions developed during the Final will be transferred to the Sponsor, against the prize paid out by the latter to the relevant Participants as remuneration for their work.

The Sponsor will assume no liability in case of use and/or abuse of the Submissions produced by the Participants or of any exploitation of the same by anyone who may have become aware of such codes. Therefore, the Participants hereby waive any claims for damages and/or indemnification against the Sponsor in any capacity, for any reason and/or cause.

12. REQUIREMENTS, WARRANTIES, AND LIABILITIES

Registration with and participation in the Competition implies the Participants' adhesion without reservation to, and complete acceptance of, these rules ("**Regulation**").

Any Participants who may, according to the unquestionable judgment of the Sponsor, have taken part in the Competition in violation of the provisions of this Regulation or may have become the winners by means and tools capable of circumventing the procedures for participation and conduct of the Competition, or that have been otherwise judged suspicious, fraudulent, or in violation of the normal course of the Competition, including by using software and IT tools that can alter participation, will be excluded from the Competition and will not be awarded any prize obtained in such a manner (or will be required to return any prizes already awarded).

The Sponsor, for the protection of the good faith of all Participants, reserves the right to carry out checks and investigations of participations in the Competition that may be considered anomalous and may be aimed at circumventing the rules set out herein.

The Sponsor reserves the right to proceed, within the terms deemed most appropriate, and in compliance with applicable laws, to restrict and prevent any initiative aimed at circumventing the system as created.

Each Participant will be solely liable for their own programming activity. Therefore, no liabilities will be attributable by third parties to the Sponsor in relation to such activity.

Before awarding the prizes, the Sponsor reserves the right to perform all the necessary checks to ascertain the appropriate progress of the Competition, including verification of the Participants' eligibility requirements.

The Sponsor will assume no responsibility for problems of access, impediments, malfunctions or difficulties concerning technical tools, telephone line, cables, electronics, software and hardware, transmission and connection, internet connection that may prevent a Participant from accessing the set of problems site and therefore participating in the Competition.

The Sponsor will not be held responsible for failure to receive, or incomplete receipt of, the registration for the Competition, for any whatsoever reason, including in case the data relating to a Participant's registration have not been received or are illegible.

The Sponsor will assume no responsibility for cases of non-delivery of e-mails not attributable to the same, including, but not limited to, cases in which the e-mails sent were not received by the Participant due to their inbox being full or insufficient, the address stated during registration is incorrect, incomplete or deactivated, or there is no reply from the host computer after sending the e-mail or the e-mail account has been disabled, or the stated e-mail address is included in a blacklist, deactivated or otherwise found to be non-operational. During the Competition, each Participant will be required to take all appropriate measures to safeguard their data and/or software stored in their

IT equipment against any attack. The Sponsor will not be held responsible in this regard either for any contamination by any computer virus or for the intrusion of third parties in the Participant's computer equipment. The Sponsor will not be held responsible for any damage caused to Participants, their IT equipment, and recorded data, as well as for any consequences for their personal or professional activity.

Each Participant will be solely responsible for the equipment and personal belongings they bring with them to the Final. The Sponsor will not be held responsible for theft, loss, or damage to the Participants' equipment and/or personal belongings.

By accepting this Regulation and participating in the Final, each Participant undertakes to use the premises in which the event will be taking place, as well as the materials and equipment possibly made available by the Sponsor, with the utmost care and diligence throughout its duration and will strictly abide by the required rules of security and conduct and any instructions given by the Sponsor for the safety and protection of all Participants.

13. PRIVACY

The personal data of each Participant will be processed in compliance with Regulation (EU) 2016/679 (GDPR) and Legislative Decree No. 196/2003, as amended (Italian Privacy Code), and abiding by the privacy policy delivered to Participants.

14. CONFIDENTIALITY

Each Participant undertakes to keep confidential and not to disclose, publish or communicate to any third parties, or use for any other purpose other than the Competition, any information, defined as "confidential" or that should reasonably be qualified as such, relating to the Sponsor and its offices, products and business which the Participant may become aware of during the Competition.

15. VALIDITY OF THE REGULATION

This Regulation will be valid with immediate effect and all the instructions contained herein, except for clauses with retrospective effectiveness, will be considered effective for the entire duration set out herein and for each Competition stage.

This Regulation is available on the Website and may be changed by the Sponsor at any time. In the event of conflict between the Regulation and any subsequent amendments, the latter will prevail. The amended Regulation will come into force once it has been published on the Website and it is understood that each Participant has accepted the amendments solely for the fact of their participation in the Competition.

16. EXCLUSION FROM THE SCOPE OF PRIZE EVENTS

"*CODEFLOWS by Bending Spoons*" is a competition outside the scope of the rules governing prize events, pursuant to and in accordance with Article 6, paragraph 1, sub-paragraph a), of Presidential Decree No. 430/2001, since it should be deemed as an initiative that does not require any prior purchase or payment by Participants and is aimed at rewarding, as payment for performance of work and/or recognition of personal merit, the skills and abilities of the Participants in the programming of computer codes (to be understood as scientific work), of which the Sponsor will retain the exclusive use.

17. JURISDICTION AND DISPUTE RESOLUTION

This Regulation and the entire Competition are subject to Italian law. All disputes that may arise in relation to the Regulation, including those concerning its validity, effectiveness, interpretation, execution, and termination, will be under the exclusive jurisdiction of the Court of Milan.

18. COMMUNICATIONS

Any complaints, communications, or requests for information must be sent by e-mail to the following address info@codeflows.io, stating "*Codeflows*" in the e-mail subject.