

CA-CF

“Start & Pulse” rules

Article 1: Organising company

Agos Ducato S.p.A., located in Milano (MI) Via Bernina 7, C.F. e PI 08570720154 (below “Agos”) is organising a competition for start-ups as part of its Innovation Lab (hereinafter “the Competition”) according to these rules, accessible on the [site](#).

Article 2: Description of the competition

The Agos Innovation Lab is seeking new ways to support and enhance a new product that is complementary to the core business of Agos, which was created with the aim of relating the offers of products and services of the partners and creating a unique “consumer universe” that can create value for us, for our partners and for both customers.

Article 2-1. Prizes

The winning start-up will be able to carry out an experimental project with the Agos Innovation Lab. This will consist of implementing the solution within a defined scope.

This experimentation could give rise to a commercial opportunity connected with the project carried out and the resources involved, or to the solution's integration within Agos.

In addition, a maximum of one winner chosen from all applicants will win the following:

- A first prize of €5,000 in Amazon voucher

All applicants will be informed by electronic mail of the decisions concerning them and their potential selection as a finalist by the end of July at the latest.

By his unquestionable judgment, the Jury may assign additional recognitions to other teams in the case of relevant projects.

In accordance with art. 6 letter a) of D.P.R. n. 430/2001, the Competition is not a prize competition or operation and is excluded from the application of the relative discipline.

It concerns the presentation of commercial or industrial projects or studies with the award of prizes which represent the recognition of winners personal merit.

Article 2-2. Schedule

The key dates in the competition are:

1. Open Call: May 6th, 2019
2. Close Call: June 21st, 2019
3. Screening and invites to selected Startups: June 24th until July 17th, 2019
4. Pitch day: September 26th, 2019 (TBD) @ Le Village by CA, Milano

Agos reserves the right to cancel, cut short, extend, suspend, modify or postpone the competition at any time if circumstances so require, without this incurring its responsibility. As far as possible, any such changes will be announced in advance by the same means as those used to promote this Competition.

Article 3. How to apply

Article 3-1. Submitting applications

Completed applications should be submitted using the form found on the [site](#) no later than 23.59. on June 21st, 2019 Applications can be also submitted by electronic mail to eugenia.disomma@growITup.it no later than 23.50 on June 21st, 2019 sending the following information: detailed pitch, Business descriptions and contacts

No application that is incomplete at the closing date and time can be considered.

The submission of an application implies no obligations or commitments for either the participant or Agos.

By its unquestionable discretion, Agos may decline registration for any reason, including the lack of requirements, or skills to participate in the Completion.

Article 3-2. Application content

The application consists of:

- An application form to be filled in online or to sent via email;
- Business profile document no more than three months old;
- Any additional documents presenting the company or product/solution (model, prototype, etc.), any computerised presentation or demonstration support, and generally speaking any other document considered relevant by the applicant or requested by the the jury or organisers.

Article 4. Validity of applications

Article 4-1. Eligibility

Participation in the competition is free and open to any innovative start-ups, SMEs or micro-enterprises which meet all the following conditions:

- Its head office must be located in European territory;
- One of its directors taking part in the competition must attend the presentation to the jury when the preselected start-ups are interviewed;
- Its direct shareholding must be entirely or partially held by natural persons (for example, a family group), or held by a holding company whose capital belongs entirely to natural persons.

Agos reserves the right to ask any participant to provide proof that these conditions are met. Any person who does comply with these conditions or refuses to provide proof of them will be excluded from the call for projects, and will not be eligible.

If it is noted that a participant has submitted several applications for the same call for projects, the participant will be rejected.

The following may not apply: people employed by Agos or the entity assisting it (here Cap Digital), jury members and experts involved in this competition, and members of their families (spouses, ascendants, descendants and first-degree relatives).

Maximum 10 participants are admitted; the participation will still be managed in accordance with Agos's logistic and organizational requirements.

Article 4-2. Conditions for participation

1. Participants certify that the content of their product or solution is entirely original and innovative. In this respect, they guarantee that they hold, either directly or through a licence, all the intellectual and industrial property rights required for the presentation, development and marketing of the product or solution submitted. Participants are responsible for any contestation by a third party concerning the intellectual property rights attached to the product or solution proposed.
2. Participation in the competition implies the full, unrestricted and unreserved acceptance of these rules, the consent to the processing of personal data. and a solemn undertaking as to the accuracy and truth of the information provided.
3. Agos can always modify this regulation by informing the participants. The changes will be effective from the time of publication on the site.
4. Any request to participate and any participation meeting the following criteria will be considered null and void:
 - a. Any application sent after the deadline or sent by an entity not qualified to participate;
 - b. Any attitude contrary to the laws, regulations, including privacy regulation, and ethical rules applicable;
 - c. Any politically, ideological or religious attitude;
 - d. Any act of counterfeiting or unfair competition connected with the application.
 - e. Any attitude that is not respectful of the other participants or the competition.

Article 4-3 Participants obligations and responsibilities

The participants are responsible for the equipment and personal materials brought to the competition. Agos will not response for any theft, damage or loss of them.

By the acceptance of these rules, the participants undertake to use the spaces and materials eventually made available by Agos with maximum diligence, in ottemperation to Agos's security indications.

Participants can use contents under open source licenses, on them responsibilities.

Article 5. Limitation of responsibility

Agos won't be responsible for failure to receive subscriptions due to internet's malfunctions in access to the Site.

Participants must safeguard – under their responsibility - their data and software from any computer attacks. Agos will not be responsible for any contamination by computer viruses or intrusions by third parties on the informatical equipment of the participants.

Article 6. Assessment of applications

Article 6-1. Selection criteria

Applicants will be assessed on the quality of both the company and the experimental project with Agos. Applications will be selected according to their clarity and various criteria including but not limited to:

- The quality of the company:
 - Quality of the team
 - Maturity level of the solution proposed
 - Soundness of the business model
 - Etc.

The committee and jury do not have to justify their decisions, nor may these give rise to any claims.

Article 6-2. Selection procedure

Phase 1: Applications

From May 6th, 2019 to June 21st, 2019

Applicants should send in their applications using the form available on the site.

Phase 2: Pre-selection

From June 24th to July 17th, 2019

The most promising applications will be pre-selected after examination by a pre-selection jury of technical and commercial experts. They will be assessed on the quality of both the company and the experimental project with Agos.

Pre-selected applicants will be interviewed on the basis of a more in-depth presentation of the project. Conversations with the Agos Innovation Lab will shed more light on the applicants' projects and enable them to be fine-tuned.

Phase 3: Selection of the finalists

July 18th, 2019

All applicants will be informed by electronic mail of the decisions concerning them and their potential selection no later than the beginning of August.

Phase 4: Designation of the winner

September 26th, 2019 @ Le Village by CA, Milano

The winner will be chosen by the executive committee during the Local Pitch, and will receive a monetary award of €5,000 in amazon voucher. The experiment(s) will start after the pitch in September. CA-CF also reserve the right to carry out experiments or work with applicants not designated as winners.

The decisions of the committee and jury do not have to justify their decisions, nor may these give rise to any claims.

Article 6-3. Composition of the pre-selection and finalist juries

Composition of the pre-selection jury:

- Experts from Agos, Cariplo Factory S.r.l., Le Village and the Cap Digital competitiveness cluster
- Any experts the organisers consider necessary or helpful.

Composition of the finalist jury:

This will consist of members of the Agos Innovation Lab and executive committee.

Participants, by now, state that they will not object to the composition of the jury.

We guarantee that there are no conflicts of interest between applicants and any party with access to the applications.

Article 7. Confidentiality

As part of the competition and the presentation of applications, applicants may be required to disclose confidential information. The organisers and members of the jury undertake to treat this information with the utmost care and not to disclose it without applicants' prior authorisation, provided that it has been previously identified by a participant as "confidential".

However, in the context of communication linked with the competition, the organisers are authorised:

- To communicate with the press and to publish on the site the company's name, the name of the project, and the names of the project leaders;

- To make public the essential and non-confidential characteristics of the projects presented, without compensation of any kind. Agos won't be responsible for the consequences related by the diffusion of this information.

Article 8. Image rights

All participants authorise the organisers, at no cost, to record and make use of their image and details of the application presentation, directly or indirectly, on any support (photographic, film or audio).

To this end, participants authorise the organisers, for one year from the submission of their applications, to represent, reproduce, disseminate and exploit the participants' image, in whole or in part, directly or indirectly, via the organisers or any third party authorised by the organisers, throughout the world, via the press or in written, radio, television or electronic form, on any support in any format, and more generally by means of any technical methods and procedures known to date or in the future, whatever the dissemination sectors, including in communication supports connected with the organisation or promotion of the competition or information about it.

The winner(s) undertake(s) to participate in the prize-giving ceremony and grant the associated image rights according to the conditions of this article.

The participants will authorize Agos to record their own image and voice with video or photographic material.

The confidential information indicated in article 7 is expressly excluded from this authorisation.

Article 9. Intellectual property (IP)

All trademarks and logos related to the competition are owned by Agos.

Reproduction and/or representation of all or part of Competition related content is strictly prohibited.

The data and materials made available to the participants by Agos remain the property of Agos and must be kept separate from the project; these can only be used during the competition and for purposes related to it.

The project leaders applying retain the intellectual property that applies to their own solutions before participation in the call for projects.

As concerns solutions co-created with Agos, a legal term sheet will be proposed after the selection of the winners, and will provide a legal framework for the future cooperation between the winner and Agos. The sharing of intellectual property will be negotiated by the start-up and Agos within the framework of this term sheet. The default situation (without negotiation) stipulates shared intellectual property rights for all work carried out jointly.

Article 11. Privacy

In accordance to article 13 Regulation UE 2016/679 (Privacy Regulation) Agos, as data Manager, inform participants that their data will be use to consent the participation to Competition, and for purposes related to legal obligations.

The data will be processed in accordance with principles of fairness, lawfulness, transparency, and protection of confidentiality.

Data processing will be done by manual, computer and telematic tools. Agos can transmit data to his providers for the management and organization of the Competition.

The data will be processed and stored the time required for the Competition and for a maximum of 1 year from the closing of Competition.

Participants, at any time, can exercise the rights set forth in the articles 12 ss of Privacy Regulation

Requests for the exercise of rights may be sent to AD through the form available on www.agos.it, by email to datapersonali@agosducato.it

The consent to treatment is necessary to allow participation in the Competition. In the absence of consent, participants cannot participate in the Competition.

Article 12. Applicable law and jurisdiction

These rules are subject to Italian law.

Any difficulty arising over the application or interpretation of these rules or which is not provided for in them will be settled by the organisers.

No dispute relating to the competition can be considered after one month from the participation deadline for indicated in article 2-2.

Any disputes arising from this competition that are not amicably settled will be submitted to the Milan court.

Article 13. Viewing the rules

The rules are available on the [site](#) throughout the effective period of the competition.