

CALL 4 SOLUTIONS | RULES HIHACK 2020

1. Premise

Welcome to the innovation portal HiHack 2020 (hereinafter the "Site"), owned by PricewaterhouseCoopers Advisory SpA, with registered office in Via Monte Rosa 91, Milan - 20149, Italy (hereinafter the "Company").

This document containing the terms and conditions of use (hereinafter the "**Terms**") is applicable to the innovation initiative "**Call 4 Solutions HiHack2020**". (hereinafter the "**Initiative**" or the "**Call**") launched in collaboration with **Hi-Interiors S.r.l.** (hereinafter the "**Organizer**") by the Company for its own purposes and/or those of its customers and, therefore, to each proposal (hereinafter the "Contribution"), made on the Site, by third parties, whether universities, start-ups, individuals, research centers, companies (hereinafter the "User"). The Terms are subject to the jurisdiction of the Italian State, regardless of the State of origin of the User who proposes any Contribution.

The Company reserves the right to change the following Terms at any time at its discretion and you must formally accept them whenever you participate in the Initiative and whenever the following Terms change.

1.1 Who organises

Hi-Interiors S.r.l., with registered office in Milan, Via San Marco 21, P. IVA IT02951630785, in the person of its legal representative Ivan Tallarico, is the promoter and organizer of the Call.

1.2 Theme and Objective

The theme of the Call is to furnish the coworking spaces of the DesignTech Hub that will be hosted inside the MIND Village, whose opening is scheduled for October 2020. The objective of the Call is to encourage collaboration between startups with enabling technologies for the transformation of workplaces and companies in the sector that can offer products and solutions for offices, which have at heart the following themes: i.) sustainability, ii.) wellness and health, iii.) connectivity and smart working, iv.) flexibility and transformability of spaces. The solutions that will be selected with this call, to meet the needs of the contemporary office, will become part of DesignTech's Product Book Workplaces for MIND.

1.3 When

The Call will start on 2 March 2020 and end on 24 April 2020.

1.4 Where

The Call will take place online on the innovation portal <https://www.newventures.pwc.it/HiHack2020> (hereinafter the "Site") owned by the Company.

1.5 Who it is addressed to

Startups with high technological content (e.g. IoT, AI, Big Data, VR, Blockchain, 3D Printing, Nanotechnology, etc.) and with a great passion for innovation and design that smart offices dream of.

Companies producing products and technologies suitable for the office world (mainly furniture, lighting, accessories, walls, seating, ceilings, audio/video and automation solutions, but also kitchens, outdoor furniture and wellness areas).

Anyone who falls into one of the above categories registered to the Call within the time limits.

1.6 Cost and registration

Anyone who falls into the above categories (see paragraph 1.5) may register on the site within the time limits. There are no restrictions in terms of number of participants.

Registration is free of charge.

1.7 How to carry out the Call

Registration to the Call can be done individually or as a group.

No intervention or interference from external parties is permitted.

This is a non-competitive call, so no winner will be selected, but more solutions can be selected by startups and companies.

1.7.1 Conditions of access to the Site by the User

Anyone can freely access and browse the Site. The User who intends to participate in the Initiative and, therefore, propose any Contribution is required to register on the Site. The access codes and passwords are confidential, personal and non-transferable. The User is responsible for the management, custody and consequences of their use. The Company cannot in any way be held responsible for any fraudulent use of the same access data.

1.7.2 Conditions of use

The User who intends to participate in the Initiative by proposing any Contribution must accept the following conditions of use:

1. if the User proposes a Contribution on behalf of a legal entity he declares to be a legal representative and / or an authorized person;
2. The User also declares to be of legal age and / or legal capacity according to the law of the country of residence;
3. The User may not, for any reason, intentionally or unintentionally violate any local, national or international law, regulation or norm when the Contribution is proposed;
4. the User who participates with his Contribution, regardless of its nature, undertakes not to insert inappropriate content, including, for example:
 - racism, bullying or cruelty towards men and animals;
 - politics and political symbols, campaigns or movements;
 - religious references including symbols, buildings or people;
 - sex, nudity, drugs or smoking;
 - bad language;
 - killings, terrorism, horror or torture;
5. the User undertakes to read and respect any further regulations of the Initiative for which he is proposing his contribution, accessible on the page of the Site dedicated to the Initiative;
6. the User declares that the information pertaining to the proposed Contribution, whether textual and / or documentary, does not violate any obligation of confidentiality towards third parties and is therefore to be considered public information, not confidential;
7. the User may not transmit or facilitate the transmission of any Contribution that violates any patent, trademark, trade secret or other intellectual property rights of any third party;
8. at the time of proposing any Contribution by the User, no contractual obligation or working relationship is established between the Company and the User;
9. the Company is not obliged to provide feedback to the User with reference to the proposed Contribution. In case of interest from the Company, it will provide feedback to the User, in the absence of time and substantial constraints;
10. the Company is entitled to contact the User, using the references he has declared when registering on the Site, whenever he intends to request further information on the proposed Contribution. These interactions and additional information collected by the Company are to be considered non-confidential. If the Company and the User intend to discuss confidential information, they may decide to sign confidentiality agreements specifically declined according to the needs of the parties involved;
11. the Company is not required to return data, information, materials and documentation published by the User, even in the event of the deletion of its profile on the Site;

12. the Contribution proposed by the User will be accessible to the Company, to any third parties for which the Initiative has been instantiated on the intermediary of the Company itself, and to other subjects indicated in the Privacy Statement, possibly accepted during registration. The Contribution is in any case to be intended as not viewable by other Users participating in the same Initiative;
13. the Contribution proposed on the Site and the related information entered by the User, together with additions / evaluations of the Company, may be shared with third parties also for commercial purposes of the Company.

1.8 Removal from the Call

Participants will be eliminated in case of:

- off-topic projects at the discretion of the jury;
- false generalities;
- projects that do not respect the copyright or intellectual or industrial property rights of others.

To this end, each participant:

- expressly declares that the project has been created for the Call, is original and does not violate in any way, either in whole or in part, the copyright and intellectual or industrial property rights of third parties, and hereby indemnifies Hi-Interiors S.r.l. for any infringement arising from participation to the Call;
- in the case of group projects recognizes that the project does not belong to an individual but to the team that submits it, and that each participant is responsible for any violation of third party rights through the submitted project and towards Hi-Interiors S.r.l. for any actions of recourse of the aforementioned third parties against them caused by the submitted project.

Hi-Interiors S.r.l. is committed to making the environment inclusive and safe for all participants and reserves the right to remove anyone who, among those involved, behaves inappropriately.

1.9 Jury and Awards

The jury appointed by the Organizer will select at its sole discretion the participants' contributions to be included in the coworking spaces of the DesignTech Hub.

The selected user will be entitled to the following awards and benefits:

1. title of Founding Member of the DesignTech Hub, with display of the logo in the coworking spaces object of the call;
2. 3 free months in the coworking spaces of the DesignTech, up to a maximum of 4 desks for the startup category and up to 1 desk for the company category.

1.10 Material and intellectual property rights on contributions

Each participant is responsible for the content of their project and guarantees that they are the owner of it and that they have all the original rights to use it.

In relation to the proposed Contribution, the User accepts the following conditions:

1. the User must give details of any protection of the proposed Contribution, whether total or partial;
2. for the protection of the Contribution, the User must provide and rely independently on adequate protections and legal protections of the Contribution through patents, trademarks, copyright and registrations with the competent authorities;
3. the Contribution proposed by the User, if not protected by intellectual property, could be developed independently by the Company and / or by third parties for which the Initiative has been instantiated, without infringing the User's rights;
4. in the absence of intellectual property rights attributable to all or part of the Contribution, the User understands that the information and documents contained in the Contribution are not subject to confidentiality obligations;
5. any additional information sent by the User to the Company may in any case be protected by subsequent confidentiality agreements to be signed between the parties;

6. the User is aware that the acquisition of intellectual property rights, previous to proposing the Contribution, is essential to avoid commercial exploitation by third parties, including the Company itself or the Organizer.

Hi-Interiors S.r.l. and/or third parties for whom the Initiative has been requested have the right to use (to be understood in a broad sense) all the material produced by the participants of the Call, in the terms that the Organizer will evaluate on a case-by-case basis and without specific forms of compensation other than the awards and benefits awarded. The participants, therefore, accept and grant specifically to Hi-Interiors, with the participation to the Call, the unconditional right to use what they have produced, even materially in the form of a prototype, in the terms that the Organizer will evaluate on a case-by-case basis.

1.11 Promotional rights

The Call, the way it is carried out, the official communications, these regulations and the information relating to the processing of personal data are made public and published by the Company and the Organizer on the Website, on the portal hack.hi-interiors.com and on their own social channels, and those of partners and sponsors of the call.

Hi-Interiors S.r.l. reserves the right to use the material produced during the call, accompanied by information on participants, for promotional purposes and participants specifically accept this right of use.

1.12 Personal data and image rights

The User acknowledges that he/she has received the information on the use (processing) of his/her personal data by the Company at the time of registration to the Site and has given specific consent to such processing. The personal data collected for the purposes of the Call will be processed, as necessary for the implementation and proper conduct of the Call, in full compliance with the EU Regulation 679/2016 and the current legislation on the protection of personal data. The data will be processed through the use of manual and digital tools by the Company and Hi-Interiors S.r.l. (Data Controller). The participant, pursuant to art. 15 and following of the EU Reg. n.679/2016, may request the modification, integration and/or cancellation of data or oppose their use by writing to hack@hi-interiors.com. For more information on the data protection policy, please see <https://www.hi-interiors.com/privacy-policy/>. The Call will be advertised and photos and videos of the Call can be shot and published on the Call website and on its official social channels.

1.13 Exclusion of D.P.R. 26/10/01 no. 430

The initiative in question does not fall into the category of "prize competitions" or "prize transactions" as per the Presidential Decree no. 430 of 26/10/01 (Regulations for competitions and prize transactions), art. 6 (Exclusions): "The competitions held for the production of literary, artistic and scientific works in which the awarding of a prize to the author of the chosen work has the nature of consideration for the performance of the work or represents recognition of personal merit or a title of encouragement in the interest of the community are not considered prize competitions and prize transactions".

1.14 Disputes

Any dispute arising in relation to these regulations and the event shall be referred to the decision of a single Arbitrator, appointed by mutual agreement between the parties, or, in case of disagreement, by the President of the Chamber of Commerce of Milan. The Arbitration will be based and conducted in Milan. The Arbitrator shall make his determination according to fairness and in compliance with the principle of the adversarial procedure within a maximum period of 120 (one hundred and twenty) days. The parties undertake to immediately and punctually implement the Arbitrator's decision, which is recognized as an expression of their contractual will.