

Terms & Conditions – Brembo Hackathon

Participation in Brembo Hackathon is subject to the following Terms and Conditions. You are required to accept these Terms and Conditions in order to participate in the Hackathon.

ARTICLE 1 – ORGANISATION OF THE COMPETITION

The company **BeMyApp**, a French company with a capital of 1.250,00 euros, whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) - is organizing on behalf of the **company Brembo S.p.A**, an Italy based company whose registered office is located Curno (BG), via Brembo n. 25, VAT n. 00222620163 (hereafter referred to as “Organizer” or “Brembo”) a hackathon called “Brembo Hackathon” (hereafter referred to as “Competition”) from **Friday 24 June 2022 at 14h00 CET to Sunday 26 June 2022 at 19h00 CET.**

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the competition is to develop, in teams and over a limited amount of time, an innovative solution to answer the two following topics: “Digital Solutions for the future of mobility” (topic assigned to startups) and “Enhanced driving experience on Sensify Ecosystem” (topic assigned to individuals).

ARTICLE 3 – PARTICIPATION PROCESS

The Competition is free and without any purchase obligation. The Competition is open to all individuals (i) who have the age required by law in their country of residence to enter this competition, (ii) who hold a bank account in their country of tax residence, (iii) who have IT skills, technical skills, design skills, or marketing skills and (iv) who have their own computer hardware in working order throughout the duration of the Competition (hereafter referred to as “Participants”).

Employees of **Brembo S.p.A company** and BeMyApp and/or their affiliates, and members of their families, as well as anyone who has directly or indirectly contributed to the conception, organization, or realization of the Competition, are ineligible to take part in this external Competition.

The registration for the Competition is open **from 18th of April 2022 until 27th of May 2022.** The hackathon will take place in Bergamo, at the Kilometro Rosso Venue (Via Stezzano, 87, 24126 Bergamo BG, Italy) from **Friday 24 June 2022 at 14h00 CET to Sunday 26 June 2022 at 19h00 CET.**

Each registration in the hackathon is individual, and only one registration per person is allowed during the entire duration of the Competition.

The Competition will be organized and structured as explained in detail in the following paragraphs.

Phase 1: Registration process

- **Date: From 18th of April 2022 until 27th of May 2022.**
- **Object:** Every person wishing to participate can register online on the dedicated platform for the Competition accessible at the following address:
<https://platform-brembo-hackathon.bemyapp.com/>

Registrations will be limited to **150 for external registrants**. Registrants must provide at least the following information: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on the platform. This information is required for the completion of their application.

Each candidate guarantees that the information entered during his/her application to the Competition is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards.

Upon the registration at Kilometro Rosso Venue for the participation to the Hackathon, the Participant shall consign a signed copy of these Terms and Conditions, otherwise the Participant shall not be allowed to participate to the Competition.

Phase 2: “Ideation” Online platform

- **Date: From the 3rd of June to the 23rd of June 2022 included.**
- **Platform website address:** <https://platform-brembo-hackathon.bemyapp.com/>
- **Object:** On the “Ideation” platform, each Participant will exchange with mentors and other Participants their questions and ideas in order to mature them before the hackathon.

Phase 3: Beginning of the Competition

- **Date: On Friday 24 June 2022 at 14h00 CET**
- **Place:** Kilometro Rosso. Via Stezzano, 87, 24126 Bergamo BG, Italy
- **Object:** Participants will meet and form teams of two (2) to six (6) Participants (hereafter referred to as “Teams”) to focus around a single project of developing a prototype

(hereafter referred to as “Prototype”). A Participant cannot be a part of more than one Team. Teams will have until the **26th of June at 14:00 pm** to develop their Prototype.

Phase 4: Start of work

- **Date: From Friday 24 June 2022 at 14h00 CET until Sunday 26th June 2022 at 14h00 CET**
- **Place: Kilometro Rosso. Via Stezzano, 87, 24126 Bergamo BG, Italy**
- **Object: One mission: Creating a solution that will respond the Challenges taking in consideration the Judging Criterias. During the Competition, meals will be available to Participants for breakfast, lunch and dinner.**

Phase 5: Evaluation and presentation of the Prototype

- **Date: On Sunday 26th June 2022, beginning at 15h00 CET**
- **Place: Kilometro Rosso. Via Stezzano, 87, 24126 Bergamo BG, Italy**
- **Object: From 14h30 CET, each Team will present its Prototype to the jury for a duration which will be determined according to the number of developed Prototypes and which will not exceed 5 minutes, including 3 minutes of demo and 2 minutes of questions/answers with the jury.**

Phase 6: Jury’s selection and Competition results

- **Date: On Sunday 26th June 2022, beginning at 16h30 CET**
- **Place: Kilometro Rosso. Via Stezzano, 87, 24126 Bergamo BG, Italy**
- **Object: Jury’s deliberation and announcement of winners and prizes.**

ARTICLE 4 – DETERMINATION OF WINNERS

The 4 winning Teams (1 team of the Startup track and 3 teams of the Individuals track) will be determined by a jury of 5 to 8 members representing **Brembo S.p.A.** and other professionals. The composition of the jury will be communicated to the Participants at the latest on the 24th of June 2022. The jury will designate the winners on **Sunday the 26th of June 2022 near 17h30.**

The winners will be selected from among the Participants who actually:

- Satisfy the conditions for participation as set forth in the present rules
- Participated in the Hackathon session
- Were present during the submission of their Prototype on **Sunday the 26th of June 2022**, or – if need be – were excused by the other members of their Team.

The jury will select the winning Teams based on the following criteria:

- 1/ Innovation;
- 2/ User friendly;
- 3/ Technical feasibility;
- 4/ Business Potential.

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with 4 prizes:

Startup track :

1 prize: the sum of 20.000,00 € for the startup.

Individuals track :

1st prize: the sum of 5.000,00 € (divided equally between each member of the winning team).

2nd prize: the sum of 3.000,00 € (divided equally between each member of the winning team).

3rd prize: the sum of 2.000,00 € (divided equally between each member of the winning team).

The gained prizes are not exchangeable. BeMyApp reserves the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby.

An incubation program might be offered to the winning Teams to further develop the Prototype. If an incubation program is offered by Brembo S.p.A, the terms of this agreement will be settled amongst the teams and the Organizer after the Competition has concluded.

ARTICLE 6 – PRIZE ALLOCATION

Prizes will be sent by BeMyApp to the winners within a maximum of 4 (four) months, to the address indicated by the winners.

If the address of a winner is unusable (illegible, incomplete or erroneous), the latter will lose the profit of its prize.

In addition, the Organizer cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact the winner.

No mail will be sent to Participants who did not win.

ARTICLE 7 – COMPENSATION

Participants shall bear all their own expenses and costs incurred for the participation (transports, accommodation, etc.) with the exception of drinks and meals which will be supplied by the Organizer during the duration of the Competition.

Participant waives all of his/her claims regarding compensation against the Organizer due to his/her participation to the Competition.

ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

The Organizer reserves the right to shorten, extend, modify or terminate the Competition, or a part of the Competition, as a result of a force majeure event without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means of its choice (including email and/or publication on the Website), and, if the need arises, will communicate to the Participants the new rules applicable or the new ending date of the Competition, as the case may be. Each Participant may notify the Organizer by email that s/he refuses the new conditions of the Rules, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to the Organizer within 72 hours, the new conditions of the Rules will be deemed to have been accepted by Participants.

In case of a modification to the Rules, cancellation or interruption of the Competition, or a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation.

ARTICLE 9 – FRAUD

The Organizer may cancel all or part of participations in the Competition if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the Competition. The Organizer reserves, in this case, the right not to award prizes to fraudsters, to disqualify the concerned Prototype project and/or to bring actions against the authors of these frauds. The Organizer shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Organizer cannot be liable in case of damage, whether material or immaterial, caused during the Competition and thereafter, to the Participants, to their computing equipment, or to the data, including consequences which may ensue from it on their personal, professional or commercial activity.

ARTICLE 10 – INTELLECTUAL PROPERTY RIGHTS

Accepting these Terms and Conditions, the Participants of the Winning Teams automatically transfer to the Organizer the ownership of their Intellectual Property Rights on their Prototype developed by the Team during the Competition. The not-winning Participants will maintain the ownership of their Intellectual Property Rights on their Prototype developed by the Team during the Competition.

If the not-winning Participants wish to assign their rights, they shall first offer to the Organizer the option to acquire the rights in their Prototypes for commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between the Organizer and the Participants.

During the Competition, the Participants shall only use elements which are clear of any rights. Any third-party elements included in the Prototype, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participant understands that this information is taken into account in the assessment for the allocation of a prize.

The Prototypes shall not infringe any intellectual property right or images right. Each Participant warrants to the Organizer that their creation does not infringe in any way any third-party rights, and that s/he obtained, where necessary, the authorization of any third party.

By joining the Competition, Participants expressly authorize the Organizer, for free, to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and Prototypes presented during the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the works realized on all the communication media used in support of this Competition as well as to mention names, first names and images of the Participants.

Under this regulation, the Participant shall not acquire any full or partial right of any kind on the name and trademark “Brembo” nor on any names and/or brands associated with Brembo S.p.A, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Brembo S.p.A, or any of its associated or related companies.

ARTICLE 11 – IMAGE RIGHTS

The Participants may be filmed or photographed during the event pursuant to articles 10 of the Italian Civil Code and 96 (ss) of the Copyright Law. By joining the Competition, the Participants agree to the collection, use, reproduction, publication and the distribution of their image free of charge, by any means, and without territorial limitations, that may be carried out by Brembo S.p.A. in the manner and for the purposes of internal and external promotional information and for the inclusion of photographic images or video footage in Brembo's historical photographic archive. The production and distribution of films and photographs of the event will not lead to any compensation of the Participants. By participating in the Event, the Participants also consent that company BeMyApp will use their image filmed and photographed including for promotional events occurring after the Competition.

ARTICLE 12 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all information and documents which have been shared with him/her throughout the Competition and all information concerning the Prototype of the Winning Teams.

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any information with any third party, unless s/he has obtained a written authorization to do so, delivered by the Organizer beforehand. This applies to information shared with him/her by BeMyApp and the Organizer or shared with him/her indirectly upon the execution of this contract.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer's simple request. This confidentiality agreement is valid for 24 months from the start of the Second Phase mentioned in this contract.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

Personal Data you submit when you participate in the Hackathon will be treated in accordance with Privacy Policy available [on this link](#) and applicable data protection laws.

ARTICLE 14 - RESPONSIBILITY

BeMyApp and Brembo remind Participants about the characteristics, limitations and risks of the Internet network and accepts no responsibility for any consequences that may occur while they are connected to the event websites and during their participation in the Competition.

BeMyApp and/or Brembo shall not be made responsible if Participants cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to (1) network overload; (2) an electric or human error (3) any malicious intervention; (4) an issue related to a phone line; (5) an issue related to hardware or software; (6) a hardware or software malfunction; (7) a case of emergency; (8) disruptions that may affect the smooth running of the Competition.

It is the Participant's responsibility to take the appropriate measures to protect his/her own data and/or software located on his/her computer equipment, against any violation. The Participant's connection to the event websites and their participation in the Competition is made under their own sole responsibility. BeMyApp and/or Brembo shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

BeMyApp and/or Brembo shall not be held responsible if, for any reason, data related to a

Participant's registration doesn't reach the company or is illegible or impossible to process.

BeMyApp and/or Brembo reserve the right to exclude any Participant or person disrupting the Competition's smooth running. They reserve the right to use any recourse, including suing anyone suspected of cheating, falsifying, or disrupting the process described in the Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by Brembo and/or by BeMyApp to have disrupted the Competition in any of the ways stated above, will be deprived of the right to obtain any prize, and no claim will be accepted consequently.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the competition. They see to covering their risks by their own insurance and renounce any right to resort to Brembo and/or BeMyApp in that respect.

ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS – GOVERNING LAW AND JURISDICTION

This document is accessible on the event website <https://platform-brembo-hackathon.bemyapp.com/> during the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of the present regulation. Participation in the Competition is strictly personal and the Participant cannot, under any circumstances, be replaced. Any claim relating to the Competition will be barred after the period of 6 (six) months from the deadline for participation stipulated in Article 1.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with Italian law. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, the parties submit to the exclusive jurisdiction of the courts of Milan to decide and settle any claim, dispute or matters arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual).

Mr./Ms. _____, born in _____, on _____,
resident in _____, in _____, c.f.
_____ expressly accepts these Terms and Conditions for the
Participation to Brembo Hackathon.

Stezzano, (date) _____

(signature of the Participant)

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Participant,
Mr./Ms. _____, hereby specifically approves the following provisions of
these Terms and Conditions, having acknowledged the content thereof:

- ARTICLE 6 – PRIZE ALLOCATION
- ARTICLE 7 – COMPENSATION
- ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION
- ARTICLE 9 – FRAUD
- ARTICLE 10 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY
- ARTICLE 11 – IMAGE RIGHTS
- ARTICLE 12 - CONFIDENTIALITY
- ARTICLE 14 – RESPONSIBILITY
- ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS - GOVERNING LAW AND JURISDICTION

Stezzano, (date) _____

(signature of the Participant)