

## Open-F@b Call4Ideas Regulation - 2021 edition

#### **ART. 1 - PROMOTER AND PURPOSES**

- 1.1. Cardif Assurances Risques Divers General Representative for Italy, registered office at Piazza Lina Bo Bardi 3, 20124 Milan, Societè Anonyme Share capital €21,602,240 fully paid-up. Registered office 1, boulevard Haussman 75009 Paris France Paris business register B 308 896 547. Authorised to conduct insurance business by Ministerial Decree of 27.02.1989 IP, CF and registration number with the Companies' Register of Milan 08916500153 REA no. 1254536 ("Cardif"), as promoter ("Promoter"), has launched the international Call called Open-F@b Call4Ideas (the "Call") and with this document ("Regulations") is willing to inform participants about the methods of registration, participation and development of the Call.
- 1.2. The Call was conceived by the Promoter in partnership with ICTandStrategy S.r.l., as media partner and publisher of the digital magazine InsuranceUp.it ("ICT").
- 1.3. Aim of the Initiative is to promote and develop new concepts in the insurance sector concerning the so-called Next Normal, to gather ideas, proposals and technological solutions addressed to the new needs and lifestyles that the new normality has brought worldwide following the Covid-19 pandemic. The initiative has been better defined in art. 1.4 below.
- 1.4. The Call is, therefore, open to all those who propose an innovative idea or solution ("Project" or "Projects") that would make Insurance closer, accessible, sustainable, personalized, simple, understandable for all stakeholders of the system. By way of example, solutions considered to be the most innovative within the regulatory compliance will be considered, enabling a simplified communication, a smooth experience, improving the speed of response to the market.

## **ART. 2 - PARTICIPANTS: ELIGIBILITY AND EXCLUSION**

- 2.1. The Call is open to both natural and legal persons of any legal form (jointly "Participants", severally "Participant"). Specifically, the Call is open to the following subjects:
  - **natural persons/individuals**, either a single person or a group of persons, having developed at least an innovative idea relating to one of the categories listed in Art. 1.3 above;
  - developers and software houses that are already working on projects included in one of the categories listed in art. 1.3 above (even if only at test level);
  - **startups** presenting projects included in one of the categories listed in art. 1.3 above;
  - **technology providers** operating on the market for more than 3 years, with innovative projects included in one of the categories listed in art. 1.3 above, stating a potential for spin-off.
- 2.2. Participation in the Call is free of charge, except for the connection fees for registering for the Call and uploading documents via the reference website, <a href="www.insuranceup.it/it/call4ideas">www.insuranceup.it/it/call4ideas</a> ("Website"), to be borne by the Participants, and is reserved, if the Participant is a natural person, to 18-years-old or older at the time of registration to the Call, of any nationality, resident and/or domiciled in Italy, while, if the Participant is a legal person, to companies (any legal form) having registered office or place of business in Italy and/or Europe and/or in any other non-EU country



- 2.3. All employees of the Promoter as well as those of the companies involved, for whatever reason, in the organization of the Call are excluded from the possibility to participate in the Call.
- 2.4. The Participants, under penalty of exclusion from the Call, must necessarily comply with the following conditions:
  - provide the exact documents in the manner specified in Article 3 below:
  - provide truthful and complete information;
  - comply with the conditions laid down in point 2.1.
- 2.5 In addition, the Participants warrant and represent to the Promoters:
  - i) not to be subject to criminal proceedings:
  - ii) not to have been convicted of any criminal offence;
  - iii) not to be addressees of measures concerning the application of preventive or civil decisions and administrative orders registered in the criminal record pursuant to current legislation.

Participants therefore undertake not to engage in any conduct, action or behavior potentially offensive or detrimental to the commercial reputation of the Promoter. In the event of a breach of this statement, the Participants undertake to indemnify and hold harmless the Promoter and all persons in any way involved in the organization and/or management of the Call from any action and/or claim, including compensation, and/or claim for damages, made against the latter by third parties.

2.6 The Promoter is entitled to carry out any check, either during the Call or at its conclusion, on compliance with the conditions specified, against each Participant and to exclude him/her from the Call and/or to revoke the awards assigned, if the Participant and/or the winners have not complied with even one of the above requirements.

#### ART. 3 - TERM OF THE CALL AND ARRANGEMENTS FOR PARTICIPATION

- 3.1. The Call will start on **July 8**<sup>th</sup>, **2021** the starting date for the submission of Participants' applications, and will end on **December 31**st, **2021**, the date of the Final Event ("Final Event").
- 3.2. Participants are required to **submit applications by, and no later than, 23:59 CET on September 26**<sup>th</sup>, **2021** only by registering through the specific online form on the Website, filling in the fields highlighted as mandatory, ensuring that the data entered in the fields are complete and true.
- 3.3. All useful organizational information will be published on the Website. For organizational reasons and technical needs, the Promoter is entitled to make any necessary changes to the days and times of events related to the Call, at its sole discretion, after notifying Participants by e-mail and any advertising means used for such a purpose.
- 3.4. The same Participant may submit more than one Project; in such a case Projects must be submitted separately.
- 3.5. During registration, the Participant will also be required to upload the documents indicated below:
  - a. One or more files (in ppt/word/pdf and/or video formats) containing:
    - description of the Participant, including a description of the expertise;
    - description of the project;
    - description of the needs to be met;
    - description of the target market;
    - description of the technology used and/or implemented in the Project;
    - if reached, a description of the economic results in terms of turnover, costs and investments (a brief summary is enough);
    - where applicable, a description of the envisaged international scalability model;
    - if available, an executive summary, no more than one Word text page for each Project.
  - b. Curriculum Vitae of the Participant, in ppt and/or word and/or pdf.
  - The Disclaimer ("**Disclaimer**") attached to these Regulations to be duly sign on each page and in full on the last page by each Participant, including as contact person of the project team and / or legal entity.
- 3.6. The documents indicated above may be submitted, alternatively, in Italian or English, at Participant's choice and may not exceed 30 MB (thirty megabytes), including any technical attachments and/or tables and/or other useful annexes.
- 3.7. The following conditions must be met by the Participant to be eligible for the Call:



- indicate, at the time of registration, the main contact for the Project candidate, even if the application is submitted by a team or a company;
- in the case of a natural person, have been of legal age or older and have the legal capacity to act at the time of registration;
- submit all documents drawn up in a single language, Italian or English;
- have uploaded the documents referred to in art. 3.5 following the instructions published on the Website;
- have read the information on personal data processing pursuant to art. 13 of European Regulation (EU) 2016/679, attached to the registration form;
- have read and accepted the conditions of these Regulations with the Disclaimer referred to in art. 3.5;
- have signed and uploaded the Disclaimer;
- have successfully completed the registration process.
- 3.8. It is acknowledged that participation in the Call does not imply, for the Promoter, any constraint or commitment of any nature other than compliance with the conditions set out in these Regulations, which the Participant confirms to know and accept.
- 3.9. Participants, by submitting their application, unconditionally accept any decision that will be taken by the evaluation committee on the announcement of the winning projects, as defined below.
- 3.10. The Promoter also specifies that the documents that each Participant will attach when registering for the Call will not be returned.

### **ART. 4 - EVALUATION AND SELECTION PROCESS**

- 4.1. Projects enrolled in the Call will be evaluated by a committee consisting of executive of Cardif, university experts from digital technologies, and any other guest members operating in the same sector ("Evaluation Committee"). The evaluation criteria to be adopted by the Committee shall be as follows:
  - quality and entrepreneurial skills;
  - innovativeness of the project;
  - market and business potentialities;
  - technical feasibility;
  - applicability in the insurance industry.
- 4.2. Upon conclusion of the registration phase, as per the terms of article 3 above, the Projects submitted will be verified by a first formal check, aimed at verifying the documentary compliance of the submitted Projects.
- 4.3. A maximum of **20 Projects** for the final phase of the Call ("**Finalist Participants"**) will be selected from all the Projects submitted. The pre-selection of the Projects will be carried out by Cardif on the basis of the evaluation criteria pursuant to art. 4.1
- 4.4. At the end of the selection of the Participants to the Final Event, the latter will be contacted by the Initiative's office to start a Project support phase, to be carried out by Cardif's managers, ending December 31<sup>st</sup>, 2021. Such support will aim to adapt the Project to Cardif insurance business model.
- 4.5. Finalist Participants will perform the presentation of their Projects online in a digital challenge ("Battle") which will allow access to the Final Event to a maximum of 10 Projects ("Final Event Participants"), chosen by the Evaluation Committee, having regard to the votes of the online audience, at its sole discretion, in a fair manner, ensuring equal treatment and opportunity among all Participants and complying with the evaluation criteria set out in art. 4.1 above.
- 4.6. At the end of the support period, the Evaluation Committee will choose the 3 (three) winners of the Call among the Finalist Participants ("Winners"), at its sole discretion, in an impartial manner, guaranteeing equal treatment and opportunities for all Participants and in compliance with the evaluation criteria set out in paragraph 4.1 above.
- 4.7. The winners will be awarded at the Final Event, which will take place online ("**Option 1**") or in Milan ("**Option 2**") according to the possibilities available due to the health situation caused by the Covid-19. All Finalist Participants will be invited to take part in the Final Event.
- 4.8. Battle and Final Event date and schedule will be published by Cardif in a specific section of the Website.
- $4.9. \ \ \text{Finalist Participants will receive a lump sum refund for travel expenses in case of Option 2}.$

#### **ART. 5 - AWARDS FOR MERIT**

- 5.1. In recognition of the Winners' merit, the support of Cardif's Research & Development function is foreseen, so as to launch and implement a project acceleration process, including entrepreneurial support with the aim of reaching and/or developing a project development plan.
- 5.2. Winners will also be given the opportunity to replicate the pitch at BivwAk!, BNP Paribas Group's Paris-based incubator, to assess whether there are also synergies with the ecosystems present and projects already underway. Cardif will cover the costs of flight (round-trip) and accommodation (one night) for a maximum of 2 (two) members per winning startup. The flight and hotel will be chosen by Cardif following the travel policy of BNP Paribas Group.
- 5.3. The Promoter also provides, for the additional Finalist Participants who have had access to the final phase of the Call, an acknowledgement of merit for the Projects that have been submitted according to the conditions of the Regulations:



- the presentation of the Projects of the Finalist Participants to C. Entrepreneurs, the venture capital fund created by BNP Paribas Cardif with Cathay Innovation to accelerate the Company's innovation through investments in early stage start-ups;
- the listing of Finalist Participants in the Scoop database, the Open Innovation platform of the BNP Paribas Group's International Financial Services hub.

#### **ART. 6 - PRIVACY**

Cardif will process the personal data of the Participants for the purposes and in the manner indicated in the disclosure provided to the Participants pursuant to art. 13 of European Regulation (EU) 2016/679. ICT, as the data controller, will process the Participants' data on behalf of Cardif on the basis of the instructions given by the latter.

#### **ART. 7 - LIMITATIONS OF LIABILITY**

Pursuant to the terms and conditions to enter the Call, Cardif and any party involved in any way in the organization and/or management of the Call, undertakes no liability in respect of:

- technical, hardware or software deficiencies, network connection failures, faulty, inaccurate, incorrect, incomplete, unreadable, damaged, lost, delayed, misdirected or incorrectly intercepted records of the Participants, and/or
- Participant registrations that have not been received for any reason, and/or
  electronic or other communications which have been delayed and/or other technical problems related to the
  recording and/or uploading of materials under this Call.

#### ART. 8 - GUARANTEES AND INDEMNITIES OF PARTICIPANTS

- 8.1. Participants warrants that the content of the documentation submitted complies with the conditions of these Regulations and with current and applicable regulations and that the same, by way of example and not limited to:
  - does not breach any regulations or laws and/or any rights of third parties, such as by way of example but not limited
    to those contained in the copyright law (Law no. 633/1941), in the Industrial Property Code (Legislative Decree no.
    30/2005), in the European Regulation for Personal Data Protection (EU 2016/679) and in other applicable laws or
    regulations:
  - does not contain trademarks, logos or material protected by copyright or industrial property rights not owned by the Participant or used by the Participant without authorisation from the rightholders and in any case does not infringe any third-party rights;
  - does not contain elements detrimental to the reputation of Cardif, of ICT, of any person involved in any way in the
    organisation and/or management of the Call and/or of any other third party, whether a natural or legal person;
  - does not contain illegal material, prohibited by law or any pornographic element or part, incentive to hatred or violence and/or intimidating and/or that could be offensive, harassing, obscene or inappropriate.
- 8.2. By accepting to participate in the Call under the terms of these Regulations, the Participants hereby certify that the liability, including criminal liability, arising from the presentation of the Projects and related documentation, is their sole and exclusive responsibility and undertake to indemnify and hold harmless the Promoters and all persons involved in any way in the organisation and/or management of the Call from any action and/or claim, including claims for compensation, and/or claim for damages, made against the latter by third parties.
- 8.3. It should also be noted that the Promoters and all those involved in any way in the organisation and/or management of the Call are not involved in any act and/or behavior that the Participants will undertake and/or will perform during the entire term of the Call, which may be considered a breach of current legal provisions.

#### ART. 9 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 9.1. Each Participant hereby clearly represents that each Project or part of it is original and that he/she is the owner of any intellectual and industrial property rights relating to the Projects presented under the Call and that he/she is also the owner of the rights for their economic use.
- 9.2. Each Participant also warrants and represents that (i) all material presented does not in any way, either directly or indirectly, infringe the rights of any third party, undertaking to indemnify and hold harmless the Promoters and all persons involved in any way in the organisation and/or management of the Call from any liability, request and/or claim made by any third party.
- 9.3. Each Participant agrees and accepts that, should his/her Project fall within the category of Finalist Projects, such Project will be made public through dissemination and/or presentation during events and/or on websites and/or publications related to the Call and/or by other means decided by the Promoters, at their sole discretion.



9.4. It is acknowledged that the intellectual and industrial property rights of the Projects shall remain with the Participants and that no transfer of such rights is envisaged in favour of the Promoters and any other person involved in any way in the organisation and/or management of the Call.

#### **ART. 10 - FURTHER INFORMATION**

- 10.1. The Call is not subject to the provisions of Presidential Decree no. 430/2001 as it does not constitute a competition or prize-based project or study, its purpose is to present projects or studies in commercial or industrial fields with the awarding of prizes that represent an award of merit, and therefore falls within the cases of exclusion pursuant to art. 6, letter a) of the aforesaid Presidential Decree.
- 10.2. These Regulations are drafted in Italian and an English translation is made available just for reference. In case of conflict between the Italian text and the English translation, the Italian one shall prevail.
- 10.3. The Call will be advertised on the Website, where these Regulations will be available for the entire term of the Call, through the magazines of Digital360 Network and by sending specific DEMs.
- 10.4. Promoters are entitled to modify, at their own discretion, these Regulations and/or the organizational aspects of the Call, with the aim of improving its implementation and/or participation, in compliance with the agreed purposes.
- 10.5. 10.5. The following Annexes shall form an integral part of these Regulations:
  - Annex 1: "Disclaimer".



# Annex 1 "Disclaimer" OPEN-F@B CALL4IDEAS - 2021 edition

#### WHEREAS

- A. For the purposes of this Disclaimer ("**Disclaimer**"), the definitions set out in the "Open-F@b Call4Ideas Edition 2021" Call Regulations shall apply.
- B. This Disclaimer is an integral part of the Regulations of the Call, as provided for in art. 10.4 thereof, and is available and accessible on the Website for the entire duration of the Call.
- C. The Participant voluntarily agrees to participate in the Call, accepting the provisions of the Regulations.
- D. The Participant is required, when registering for the Call, to upload the Disclaimer duly signed on each page and in full on the last page, in order to participate in the Call.
- E. The Participant is hereinafter referred to as the "Registrant".

In the light of the above, (first and last name)	, as contact person for
(state whethe	er project team or company team), from now on, the "Registrant", having
acknowledged the conditions for participation in the Call as set out in the Regulations,	

## **WARRANTS AND REPRESENTS**

1. to have developed at least one innovative idea relating to one of the categories indicated in the Regulations, in case the Registrant is a natural person.



- 2. to have been working on a project relating to one of the categories indicated in the Regulations, in case the Registrant is a developer or a software house company.
- 3. to have submitted a project falling within one of the categories indicated in the Regulations, in case the Registrant is a start-up.
- 4. to have been operating on the market for at least 3 years and to have presented an innovative project eligible for spinoff in one of the categories indicated in the Regulations, only if the Registrant is a technology provider
- 5. That the data and information provided during registration through the online form are true and fair.
- 6. to be empowered to enter into and accept this Disclaimer, only if the Registrant is a legal entity or a project team.
- 7. that each Project, or part of it, is original and has been designed by the same or by the relevant legal entity. To be the owner of all the intellectual and industrial property rights of the Project, as well as to be the owner of the rights of economic use of the same.
- 8. the absence of any rights or claims by third parties against the Project, or even against an individual part of it, including intellectual and industrial property rights.
- 9. furthermore, the Promoter and all the persons involved in any way in the organization and/or management of the Call shall be held harmless from any responsibility, request and/or claim made by any third party
- 10. that the Project and the related documentation do not contain trademarks, logos or material protected by copyright or industrial property rights not owned by the Registrant or by the person representing it or used without authorization by any rightholders and in any case does not infringe any third-party rights.
- 11. that the Project does not contain elements detrimental to the honor and reputation of the Promoters prohibited by law or any pornographic element or part, incentive to hatred or violence and/or intimidating and/or that could be offensive, harassing, obscene or inappropriate.
- 12. to accept the unquestionable judgment of the Evaluation Committee at any stage of the Call with regard to the Project and that nothing shall be claimed and/or demanded should its Project not be selected as the winner of the Call.
- 13. to have nothing to claim for the realization of the Project, feeling fully satisfied by having taken part in the Call.
- 14. to accept that the Project is made public by means of dissemination and/or presentation during the events and/or on the websites and/or editorials related to the Call and/or by other means decided by the Promoters, at their sole discretion.

Place, date	
	The Registrant