"REPLY'S AWS DEEPRACER COMPETITION" TERMS & CONDITIONS

These Competition T&Cs regulate the "REPLY'S AWS DEEPRACER COMPETITION" run by Reply in collaboration with AWS and apply to all Participants to the Competition.

For these Competition T&Cs, the definitions in article 1 retain their value in both singular and plural, in both lowercase and capital letters.

The Competition does not constitute a prize Competition in accordance with article 6, paragraph 1, of Presidential Decree 430/2001, consisting of the so-called 'prize' in a consideration in kind for performance of work and relative assignment, by the Participant and in favor of Reply, of the Rights on the Reinforcement Learning Model developed by Participant, if resulting in 1st, 2nd or 3rd on the Leaderboard.

The Competition's goal is to reward the best ideas and obtaining the related intellectual property rights by allowing Participants to demonstrate their software programming skills.

Even if the Competition is not subject to the Presidential Decree 430/2001, Participants need to know:

- the Competition is organized by Reply S.p.A., with registered offices in Torino, Corso Francia, 100
- Tax ID: 9757921001 and VAT number: 08013390011
- the Reply's website is managed by Reply S.p.A.
- the e-mail address to contact Reply S.p.A. relating to the Competition is events@reply.com
- publishing these Terms & Conditions on Reply's website is valid as it's a durable medium.

Article 1 – Competition T&Cs definitions

AWS DeepRacer: a 1/18th scale race car which gives you a way to get started with reinforcement learning.

Competition: the overall activity of the "REPLY'S AWS DEEPRACER COMPETITION" that takes place in accordance with these Competition T&Cs.

Competition T&Cs: the present T&Cs, also published on the Reply's website, to which Participants must comply with for participating to the Competition.

Internet: the global network, including networks connected to each other according to TCP/IP protocol.

Lap Time: time of a valid lap that will define the Participants' position on the Leaderboard.

Leaderboard: the ranking that lists in descending order the Lap Time obtained by the participant, and assigned according to the procedures set out in article 5 of the Competition T&Cs.

Participants: subjects aged 18 years or over at the time of Registration to the Competition.

Parties: Reply, Reply Group and Participants.

Pit Boss: person in charge to help get the cars set-up with the participant's Reinforcement Learning Model and change batteries. Also gives overview to participant on what to expect on the Track.

Race: the Competition Participants will take part in. There are 3 Races: in Munich on Friday 7th June 2019 at BMW Welt (Am Olympiapark 1, 80809 Munich, Germany), in Turin on Thursday 27th June 2019 at Reply's offices (via Cardinal Massaia 83, 10147 Turin, Italy) and in Milan on Wednesday 3rd July 2019 at Spazio Superstudio Più (via Tortona 27, 20144 Milan, Italy. The Race in Munich is open to Reply's clients and employees only, the Race in Turin is open to the public and the Race in Milan is open to the three top racers from the Munich Race and the three top racers from the Turin Race.

Registration: the procedure to identify and register the Participants to the Competition.

Reinforcement Learning Model: the model developed by the Participants to be loaded into the AWS DeepRacer to make it move.

Reply: Reply S.p.A., with registered office in Turin, Corso Francia, 100 – Tax ID: 9757921001 and VAT number: 08013390011.

Reply Group: Reply S.p.A. and any its' affiliates.

Reply's website: the site accessible at the URL, www.reply.com, and after connection to the Internet.

Rights: the overall intellectual property rights as provided for by the applicable legislation.

Stopwatch: the device used to take the Lap Time.

Time Keeper: Reply employee in charge to record the Lap Time.

Track: the circuit used for the Race that must be completed by the AWS DeepRacer.

Track Boss: person in charge to give on-Track support and to keep time and help Participants.

Article 2 - Applicable laws and disputes

The applicable law is that current in Italy, as Reply, organizer of the Competition, has its headquarters in this territory.

For anything not expressly provided for in these Terms & Conditions, reference is made to the current laws in the Italian legal system.

For any dispute deriving from the Competition and the related Terms & Conditions, the Court of Torino will have exclusive jurisdiction.

Article 3 – Eligibility

The Reply's AWS DeepRacer Competition is open to subjects aged 18 years or over at the time of Registration to the Competition.

Article 4 – To participate

To join the Competition, each Participants must register on the Reply's website at the specific link: https://www.reply.com/en/topics/artificial-intelligence-and-machine-learning/aws-deepracer-to-register where they will need to supply their details (name, surname, email address, phone number, company and AWS ID).

During Registration, Participants must accept the Competition T&Cs.

The Participants' Registration for the Turin Race (Thursday 27th June 2019 at Reply's offices, via Cardinal Massaia 83, 10147 Turin, Italy), will take place between May 20, 2019 and June 25, 2019, 12:00 noon (CET).

Registration after 12:00 (CET) on 25 June 2019, won't be accepted, except if there's an extension, which would be announced via the Reply's website.

Participants can either bring a USB stick with their own trained Reinforcement Learning Model, or they can select a Reinforcement Learning Model from the "model selector" provided by Reply.

The Reinforcement Learning Model then will be loaded onto a randomly selected AWS DeepRacer car and participant will have four minutes to record the fastest valid Lap Time (as recorded by the Time Keeper).

Participant's Lap Time will be entered into the live Race Leaderboard along with rank and name. After the Race, the Race results will be displayed (name, rank, Lap Time) on the Reply's AWS DeepRacer Competition website.

If there is capacity, Participants may Race more than once and only the best time will be kept. All entries must be received prior to closing of the Race to be valid. No liability is accepted for late entries.

Article 5 – Race rules

Unless differently communicated at Trackside to obtain a valid Lap Time, Participants must follow these rules:

1. At each Race there may be a board indicating whether any of the rules were adjusted for this particular Competition and if so, they will be communicated before the start and supersede these Terms and Conditions.
2. Participants may only Race with their own Reinforcement Learning Model or a stock AWS DeepRacer Reinforcement Learning Model provided by Reply as part of the 'model selector'.
3. Anyone who shares Reinforcement Learning Models or uses shared Reinforcement Learning Models, other than those provided by Reply via the model selector, will be disqualified.
4. Participants may only Race with a stock AWS DeepRacer from the cars made available by Reply at the Race.
5. All timings shall be as determined by a designated Race staff member using a Stopwatch and all times are final.
6. Participants will get 4 minutes ("maximum time on Track") to attempt to get their best valid Lap Time possible. The Pit Boss on duty can reset the 4 minutes in the event of need, for example a

battery dying mid-Race. During the 4-minute period, Participants may restart their lap as often as they like while the timer is running.

7. For a lap to be valid, the car has to complete one lap around the entire Track following the indicated direction of the Track, starting with the front wheels of the car on the starting line of the Track and breaching the finishing line (same as starting line) with the front of the car. Where multiple laps are involved, the car must complete the specified number of laps and the Lap Time will be the total time to complete all required laps. If the maximum time on Track has elapsed and no valid lap has been completed, you will not have a valid Lap Time to submit and marked as "did not finish" ("DNF").

8. If Participants' car at any point stops touching the drivable surface or any of the border lines, the Pitt Boss will reset it at the last good point on the Track, that is, the last point where it touched the Track or borders. During a reset the Lap Timer will not be stopped, it will keep running. Only 3 resets per lap will be allowed. If Participants have more than 3 resets in a lap, the lap will be marked as DNF and the Lap Time will not be recorded.

9. If Participantss car starts driving in the wrong direction during the Race, it will be reset at the last good point on the Track by the Pit Boss. During a reset the Lap Timer will not be stopped, it will keep running.

Article 6 - Communication to the 1st position participant

Participant in the 1st position on the Leaderboard at the Race in Turin (Thursday 27th June 2019 at Reply's offices, via Cardinal Massaia 83, 10147 Turin, Italy), will be awarded at the end of the Race.

Article 7 - Consideration in kind for the 1st position participant on the Leaderboard

The below mentioned consideration in kind are valid only for the Race in Turin on Thursday 27th June 2019 at Reply's offices (via Cardinal Massaia 83, 10147 Turin, Italy).

▪ 1st participant on the Leaderboard: the consideration in kind for the performance of the valid submission and the consequent assignment of Rights is one (1) AWS DeepRacer.

From now on, the Participants are aware the guarantee on the aforementioned good is that offered by the manufacturer (being a purchase made by a professional and not by a consumer) and therefore equal to 12 months.

Reply will also proceed, within the terms established by law, to pay the withholding tax on the in-kind consideration if applicable.

In addition to the good above, the 1st, 2nd and 3rd position Participants from the Race in Munich and the 1st, 2nd and 3rd position Participants from the Race in Turin will be invited to take part in the final Race that will take part in Milan at Superstudio Più (Via Tortona, 27, 20144 Milan, Italy) on 3rd July 2019.

Article 8 – Miscellanea

The Parties will maintain their managerial and operational autonomy during the activities carried out respectively in the Competition T&Cs.

Reply is not responsible for failure to start or end the Participant for any reason attributable to third parties (by way of example, but not limited to: interruption of Internet connectivity, attempted intrusion or unauthorized access to Reply's website or any computer systems connected to it, etc.) or due to force majeure.

Reply is not responsible for any Participants' hardware or software malfunctions, or interruption of the Internet connection used by them that prevent them completing the Race.

Reply has the right to modify and/or supplement these Competition T&Cs until the Race date, provided any changes and/or additions will not create unequal treatment between Participants already enrolled; any changes and/or additions will be communicated on Reply's website, requesting acceptance by interested Parties.

Participation in the Competition does not constitute, for the Participants, authorization or license to use the trademarks and registered trademarks of the Reply Group.

The Participant ranked on position 1, 2 and 3 of the Leaderboard of each Race, unconditionally agree to assign any Rights on the Reinforcement Learning Model to Reply for the consideration in kind above specified.