



First Commit

Rules

1. SPONSOR

Bending Spoons Operations S.p.A., with registered office in via Nino Bonnet 10, 20154, Milan, Italy, taxpayer and VAT number 13368510965, number of registration with the Milan Monza Brianza Lodi Company Register 13368510965 (the “**Sponsor**”).

2. EVENT

The Sponsor organizes the competition entitled “First Commit” to select 30 persons for a challenge-format event offered by the Sponsor according to these rules, including the round-trip flight or train ticket to Milan, Italy and accommodation, exclusively for those Selected Attendees who need it (the “**Event**”). The purpose of the Event is to connect the Sponsor with talented young people in the field of technology. The Event has a duration of 5 days, from July 7, 2025 to July 11, 2025. During the event, the Sponsor will organize some individual, challenge-based activities for the Selected Attendees, and three of them will win a Prize (as defined below).

3. ELIGIBILITY

Participation in the Event is open to individuals who, at the application date, satisfy all the following requirements (“**Applicants**”):

- Are at least 18 years old;
- Are students in Science, Technology, Engineering and Mathematics (“**STEM Subjects**”) or graduated from 2024 onwards in a STEM Subject, or, alternatively, can demonstrate an impressive track record in programming outside of academia. Preference will be given to students enrolled or who graduated in Computer Science, Information Technology, or Computer Engineering; and
- Reside in, or are citizen of, an EU country or one of the following listed countries: Albania; Armenia; Azerbaijan; Belarus; Bosnia and Herzegovina; Egypt; Georgia; Iceland; Kosovo; Liechtenstein; Moldova; Monaco; Montenegro; North Macedonia; Norway; Russia; San Marino; Serbia; Switzerland; Turkey; Ukraine; United Kingdom.

Only the Applicants who (i) have completed the application process according to these rules, (ii) are ranked in the top 30 positions, and (iii) have signed the relevant documentation provided by the Sponsor will participate in the Event (“**Selected Attendees**”). Selected Attendees are required to confirm their



participation and communicate the necessary information to take part in the Event to the Sponsor within three calendar days from the Sponsor's request. Those Selected Attendees who will not comply with such requirements will be excluded from the Event and replaced by the runners up.

The application process is held online and will assess Applicants' CV and motivation letter, transcript records, interviews, problem-solving tests, and behavioral tests. The Sponsor reserves the right to vary the order of the tests in its discretion. Applications open on January 9, 2025, and close on March 9, 2025 ("**Application Deadline**"). The Sponsor reserves the right to postpone the Application Deadline in its discretion. Any change will be promptly communicated in any relevant channel. Any Applicant applying after the Application Deadline will be automatically excluded from the Event. The final decision regarding the Selected Attendees will be made by the Sponsor in its sole discretion. The Sponsor's judgment is final and not subject to appeal. Upon request, the anonymized ranking of the selection will be shared once the application process is completed, without sharing the details of the individual assessments but only the final score. Selected Attendees will be announced by the end of May 2025. The right to attend the Event cannot be transferred to third parties. If a Selected Attendee is unable to take part in the event, Sponsor might decide, in its own discretion, to replace them with runner ups.

4. TRANSPORT

The Event includes, exclusively for those Selected Attendees who live outside Milan, a round-trip to Milan, Italy, with a low-cost carrier from the airport or the train station closest to each Selected Attendee's domicile or residence, but, in any case, within European boundaries. If the Selected Attendee's domicile or residence is outside Europe, transfer from the Selected Attendees' domicile or residence to Europe must be arranged and paid for by the Selected Attendee. Transfer from/to the Selected Attendee's domicile or residence to/from the closest airport or train station must be arranged by the Selected Attendee. In case of a flight trip, transfer from Milan Airport to Milano Centrale must as well be arranged by the Selected Attendee. Any exception will be assessed by the Sponsor in its sole discretion on a case-by-case basis.

The flight or train tickets (the flight or train information, together with the information about the accommodation and the Meals are defined in these rules as the "**Travel Details**") will be booked through the company platform, so that all the Travel Details will be available to each Selected Attendee in time for the trip.

Unless otherwise specified, Sponsor will cover the costs of any transport listed above. However, the costs of the transports indicated below will **not** be covered by the Sponsor and will be borne by each Selected Attendee:

- Transfer from each Selected Attendee's domicile or residence to the departure airport or train station.
- Transfer from the return airport or train station to each Selected Attendee's domicile or residence.
- Transfer from the Hotel to the return airport or train station.
- Any transport not related to the activities organized by the Sponsor for the Event.



- A new flight ticket, should the Selected Attendee miss any of the flights or train trips booked by the Sponsor.

5. ACCOMMODATION

Selected Attendees will stay in a partner residence or in a hotel selected by the Sponsor (the "**Hotel**"), in double rooms with single beds (subject to availability). The Sponsor will communicate to the Selected Attendees any information regarding the Hotel and the rooms in advance in the Travel Details. The allocation of the Selected Attendees in the Hotel's rooms will be done by the Sponsor. Accommodation costs, including any tourist tax, will be paid for by the Sponsor.

6. VISA

Each Winner shall be responsible to verify any applicable requirement to be eligible for traveling to/from Italy, and, if needed, to obtain visa in due time, bearing any related costs. The Sponsor will not arrange nor will cover any costs for the Winners' visa. Any Winner who has not complied with the applicable travel requirements will be excluded from the Event. The Sponsor will not be liable for any such exclusions. Any exception will be assessed by the Sponsor in its sole discretion on a case-by-case basis.

7. MEALS

During the Event the Selected Attendees will be entitled 5 breakfasts, 5 lunches (at the Event Venue) and 5 dinners (4 of these, at the Event Venue) (the "**Meals**"). The Meals' program will be communicated to the Selected Attendees in advance in the Travel Details. The Meals shall be covered by the Sponsor. However, the Sponsor shall not cover any snacks or beverages from the mini-bar of the Hotel's rooms, if any, nor any other food not included in the menu previously agreed by the Sponsor with the catering and the Hotel, without prejudice to any change to the menu due to allergies, dietary restrictions, or religious beliefs, in which case any extra costs will be covered by the Sponsor.

8. JURY AND PRIZES

The Selected Attendees will be evaluated by directors, employees, collaborators, or representatives of the Sponsor (the "**Jury**"). The Sponsor reserves the right to designate the members of the Jury in its sole discretion. The Jury will independently evaluate the submissions of each team and will select the winning Selected Attendees based on its sole discretion.

Selected Attendees acknowledge and accept that the Jury is the independent, final adjudicator of the evaluations and that it will not justify its decisions. Selected Attendees agree not to object to or challenge the composition, decision making process, or any judgments of the Jury. The Jury's judgment is final and



not subject to appeal. Any Selected Attendee who will attempt to contact one or more members of the Jury with matters regarding the Prize will be automatically disqualified and excluded from the Event.

The 3 (three) winning Selected Attendees will receive a monetary prize each (the “**Prize**”).

The total value of the Prizes is equal to a gross amount of Euro 10,000 and will be assigned in cash, as set forth below:

- Winner: a gross amount of Euro 5,000
- Runner-up: a gross amount of Euro 3,000
- Third place: a gross amount of Euro 2,000

The winning Selected Attendees will be required to communicate to the Sponsor their IBAN and SWIFT code, address, date of birth, tax code, and VAT number (if applicable), as necessary payment information for the disbursement of prizes. After signing the documentation sent by the Sponsor the Prize will be assigned net of any withholding taxes. All such taxes required to be withheld will be an expense of and borne by the Sponsor on behalf of the winning Selected Attendees.

9. SELECTED ATTENDEES’ LIABILITY, SPONSOR’S LIMITATION OF LIABILITY AND INDEMNIFICATION

By participating in the Event the Selected Attendee agrees to these rules. Any Selected Attendee who, according to the unquestionable judgment of the Sponsor or the Jury, have breached any provisions of these rules, or may have won by means or tools capable of circumventing the normal course of the Event, will be excluded from the Event and will not be awarded any prize (or will be required to return any prizes already awarded). The Sponsor reserves the right to carry out any control the Sponsor deems reasonable to safeguard the correctness of the Event. The Sponsor reserves the right to proceed, within the terms deemed most appropriate, and in compliance with applicable laws, to restrict and prevent any initiative aimed at circumventing the rules of the Event. Before awarding the Prize, the Sponsor reserves the right to perform all the necessary controls, including the verification of the Selected Attendee’s compliance with the Event’s eligibility requirements. The Sponsor will assume no liability in case of use and/or abuse of the Submissions produced by the Selected Attendee or of any exploitation of such Submissions by any third party. During the Event, each Selected Attendee will be required to take all appropriate measures to safeguard their data or software stored in their IT equipment against any attack. The Sponsor will not be liable in this regard either for any contamination by any computer virus or for the intrusion of any third party in the Selected Attendee’s IT equipment. The Sponsor will not be liable for any damage caused to Selected Attendees, their IT equipment, or data, as well as for any consequences to their personal or professional activity. Selected Attendees shall use the Sponsor’s premises and any materials or equipment made available by the Sponsor with the utmost care and diligence and will abide by any safety rules in force and any other instructions given by the Sponsor in the context of the Event. The Selected Attendee waive any claims for damages and/or indemnification against the Sponsor, in any capacity, for any reason or cause. Each Selected Attendee will be solely liable for their acts and their Submission, and the Sponsor



will have no liabilities whatsoever in this respect. Each Selected Attendee will indemnify the Sponsor, its parents, subsidiaries, affiliates, distributors, licensees, permitted assigns, directors, officers, employees and agents from all liabilities, losses, claims and damages arising out of any Selected Attendee's breach of the statements or covenants made pursuant to these rules.

Each Selected Attendee shall behave in a respectful and polite manner throughout the duration of the Event and always abide by the law without endangering their or third-party safety, jeopardizing the prestige and reputation of the Sponsor, or causing any damage to the Sponsor or third parties. Each Selected Attendee will be solely and exclusively responsible for their conduct at the Hotel and for any damage caused to the Hotel or third parties. Each Selected Attendee, by applying for the Event, agrees to these rules and undertakes to hold harmless and indemnify the Sponsor from and against any damage caused to the Sponsor or third parties.

10. LOGISTICS

The Sponsor reserves the right to make any change to the Event, including changes to the dates, activities, and destination, as well as to cancel, offer remotely, or postpone the Event to a later date for any reason. All Selected Attendees will be promptly informed of any change. The Sponsor will not be liable for any such changes.

11. INTELLECTUAL PROPERTY RIGHTS AND SELECTED ATTENDEES' STATEMENTS

As between the Sponsor and the Selected Attendees, the Selected Attendees retain all rights, title and interest, including all intellectual property rights, in and to their submissions ("**Submissions**"). Selected Attendees grant the Sponsor and its affiliates a worldwide, perpetual, non-exclusive, royalty-free, transferable, sub-licensable, irrevocable right and license to use, reproduce, publicly display, make available to the public, publicly perform, distribute, synchronize, translate, incorporate, and adapt the Selected Attendees' Submissions for the purposes of the Event in all media now known or developed in the future, including for the purposes of promoting any edition of the Event or the Sponsor, reviewing and evaluating the Submissions, and assessing Selected Attendees' compliance with these rules. Selected Attendees state that their Submissions are their original creations and/or that they have all the rights required to submit them and to grant the Sponsor the right and license set forth in these rules. Selected Attendees further state that they will not make any Submission that (i) infringes any intellectual property right, privacy or publicity rights of any party, (ii) breaches any law or right of any third party, or (iii) is intended to damage or interfere with any system, data, or information. The Submissions must not have been previously used in any other competition, promotion, or contest. The Submissions must not include information or content that is false, fraudulent, defamatory, obscene, hateful, unlawful, or injurious to anyone. Selected Attendees further agree that they will not share with anyone, including by making them available online, their Submission after their participation in the Event.



The Selected Attendee grants the Sponsor, in consideration for the opportunity of the Selected Attendee to take part in the Event, an option to a worldwide, non-exclusive, transferable, sub-licensable, royalty-free right and license to use, reproduce, publicly display, make available to the public, publicly perform, distribute, synchronize, prepare derivative works of, incorporate in products or services, adapt, modify, translate, or otherwise exploit (including, without limitation, for commercial purposes) after the Event, all or any portion of the Submission, in all media now known or developed in the future, for the term and under the economic conditions that the Sponsor and the Selected Attendees agree in writing upon the Sponsor's notification that it wishes to exercise the option. The Sponsor may elect to exercise such option by notifying the Selected Attendees within 90 days after the conclusion of the Event.

The Selected Attendee agrees that will treat the information shared by the Sponsor during the Event, including the content of the challenge, the possible solutions, the Submissions and any other information related to the competition ("**Confidential Information**"), with the utmost confidentiality and that shall not share or reveal such Confidential Information without the prior written consent of the Sponsor.

If the Selected Attendee breaches its confidentiality obligations, the Sponsor will be entitled to seek injunctive relief or remedial orders in addition to any other remedies available at law, including compensation of damages. In addition, any breach of this confidentiality obligation will result in the exclusion from the Event and the breaching Selected Attendee will not be awarded any prize (or will be required to return any prizes already awarded).

12. PRIVACY AND AUTHORIZATION TO USE PERSONAL IMAGE

Sponsor will process Applicants' personal data in compliance with Regulation (EU) 2016/679 (GDPR) and Italian Legislative Decree No. 196/2003 (as amended, Italian Privacy Code), and in accordance with the Privacy Policy made available to them during the application process.

By submitting an application, Applicants, only for the case that they will be selected among the Selected Attendees, expressly authorize, consent, and grant to the Sponsor, free of any charge, the right to record and use their image, likeness, voice, conversations, name, biographical and identification information pursuant to Article 10 of the Italian Civil Code, Article 96 and 97 of Italian Law 233/1941, and any other applicable law, in and in connection with the results and proceeds of the audio-visual recordings and photography made by the Sponsor of the Event, for the advertising, publicizing, and commercialization of the Event, the Sponsor and/or any other event that the Sponsor may organize in the future, in all media now known or developed in the future, for an unlimited number of times, in any territory, and in any language.

13. GENERAL



The laws of Italy, excluding its conflict of law provisions, will govern these rules and the Event. Any and all disputes, controversies or claims arising out of or related to the interpretation, performance or termination of these rules, or a breach thereof, will be submitted to the exclusive jurisdiction of the Courts of Milan, Italy. These rules are available on the Event's website and may be changed by the Sponsor at any time. In the event of conflict between these rules and any subsequent amendments, the latter will prevail. The amended rules will come into force once it has been published on the Event's website. Any communications or requests for information related to the Event must be sent by email to frar@bendingspoons.com indicating "First Commit – Communications" in the email subject.

14. EXCLUSION FROM THE SCOPE OF PRIZE EVENTS

The Event is a selection outside the scope of the rules governing prize events, pursuant to and in accordance with Article 6, paragraph 1, sub-paragraph a), of Presidential Decree No. 430/2001.

Pursuant to articles 1341 and 1342 of the Italian Civil Code, Applicants declare they have read and specifically accept sections 3, 6, 9, 10, 11, 12 and 13 of these rules.