

Contest agreement

Off the wall – *Mabele*

The users of the <http://www.desall.com/> web site (the Site) shall read the Official Rules for the use of the Site (the Official Rules or the Rules) before using the Site, its services and/or before taking part in any contest (the Contest or the Contests) organized by Desall srl (Desall) via the Site. In addition they shall also take the brief of each Contest (Official Rules and the brief will hereunder also referred to as the Regulation) into account. By using the Site, by creating a Desall account, taking part in Contests and/or by presenting any Projects following the given indications, which will be better infra explained, the user accepts to be bound by the Regulation, by any other documents and/or guidelines published on the web site and adopted by Desall, in addition to relevant norms. In case of registration for one or more Contests, he/she shall declare under his/her own exclusive responsibility, to fulfill all requirements indicated hereunder in paragraph 1. In case the user acts on behalf of a body corporate or, more generally on behalf of a third party, he/she shall declare and ensure under his/her own responsibility, that all the necessary needs are met and to have all the required authority.

Participation in Contests organized by Desall is free of charge; nevertheless being the Site accessible via the Internet only, each user will have to support all accession-related costs (including those concerning instruments required for Internet connection, among these the ownership of a computer, a modem and any other tool required for Internet access).

1. Minimum Requirements for the Participation in the Contest

The Contests shall be open only to users who: (i) are of age or if not, are duly authorized in this regard by standing in loco parentis; (ii) have registered on the Site creating an account Desall of their own; (iii) have submitted Projects in the required format by Desall; (iv) fulfill all other requirements contained in the Regulation. The above-mentioned requirements shall all be met.

Desall and/or H-Farm Italia SpA members of the administration, managers and employees are excluded from participation in the Contests; the same applies to sponsors asking for the organization of such Contests (the Contests), professional consultants, any of their close family members and advertising agencies.

If a Contest is won by a participant not meeting the cited requirements, he/she will lose the right to the award.

2.How to take part in the Contests

Taking part in a Contest requires the creation of an account after accessing the Site and after filling in the available online form with required information (such as for example name and surname, address, e-mail address and date of birth; in the case of a person not yet of age wishing to participate, a written declaration by the standing in loco parentis stating to have read, understood and accepted the Regulation and his/her/their registration confirmation via the relevant e-mail address are required. When a user creates a Desall account, he/she declares and guarantees what follows: (i) to have attentively read the Regulation and the Information paper on the treatment of personal data by Desall: [http:// www.desall.com/corporate/rules/privacy-policy](http://www.desall.com/corporate/rules/privacy-policy); (ii) to accept to be bound by the Regulation and to have provided his/her own consensus to the treatment of personal data as per relevant Information paper on the treatment of personal data by Desall; (iii) to be able to respect the Regulation; (iv) to accept to be the only person responsible for the use of the Site and of any activity of his/her own account; (v) to commit himself/herself to complying with the Regulation in addition to any other document and/or law norm suiting the relation with Desall; (vi) to have provided true data and complete information and to commit himself/herself to updating it constantly; (vii) to commit himself/herself to safeguarding (under his/her own responsibility) the safety and the confidentiality of his/her account access password. The user shall promptly communicate to Desall any non-authorized use of his/her own account.

Once the creation of the Desall account has been completed, the user will be able to upload his/her own projects, which shall reach Desall within and not after the expiration of the deadline to submit the registration in the Contest to Desall as per Regulation (the Date of Expiration). According to the kind of Contest, participants can/will have to submit graphic projects, ideas, illustrations, and/or other material, drawings, illustrations,

photorealistic renders, technical drawings, CAD 3D files, pictures, videos (the Projects) in the following 3 (three) categories (the Project Category or the Projects' Categories):

- Industrial Design
- Craft Design
- Interior Design

In the course of the Projects upload the user will be asked to read and accept the participation agreement for the relevant Contest (Participation Agreement). The user is not allowed to upload, publish send, transmit or disseminate in any way Projects not belonging to him.

3. Technical Requirements for the Presentation of Projects

Projects submitted within the framework of the contest shall be original and innovative and they shall also fulfill the needs expressed in the contest brief. Projects shall be submitted in one of the following representation modes:

- Drawings
- Illustrations
- Photorealistic renders
- Technical drawings
- CAD 3D files
- Pictures
- Videos

Accepted file formats/extensions:

.jpg, .gif, .png, .dwg, .pdf, .iges, .igs, .obj, .stl, .avi, .flv, .mp4, .mov, .mpeg, .3gp, .wmv

4. Publication prohibitions

The user is not allowed to post, upload, transmit, distribute, create derivative works or publish on the Site the following materials:

- Illegal, slanderous, defamatory, offensive, fraudulent, pornographic, sexually explicit, threatening material or material violating privacy or the rights of the

person, the parties involved or any third party (including other users of the Site and the Sponsors);

- Material which may represent, encourage or provide instructions for a crime or which may violate state, national or international laws;
- Material violating the rights of industrial property or intellectual property of any person;
- Material copied or inspired by the one published by another user of the Site; or Material which may result in any way dangerous for minors;
- Material promoting Desall competitors or any other competitor of the Sponsor in a still not closed Contest;
- Promotions, electoral campaigns, advertising or not requested incentives;
- Material containing personal data of third parties, including the following ones in a not detailed way, addresses, telephone numbers, e-mail addresses, fiscal codes and credit card numbers;
- Virus, malware or other hazardous files;
- Material limiting the use or the fruition by any other user of the Site or the participation in Contests, or in addition material which may expose Desall or other users of its Site to any responsibilities;
- Material violating the Regulation, the Participation Agreement and any other document and/or guideline published on the Site and adopted by Desall, not to mention applicable norms.

The user is the sole person responsible for published Projects. If the user does not comply with this norm, Desall reserves the right (at its own and only discretion) to reduce the number of points for the Content presented, to exclude the user himself from one or more Contests and/or invalidate or disable temporarily or definitely the user account on the Site.

5.Rights of Third Parties

By registering for the Desall Contests and by submitting the Projects, the user declares and guarantees, under his/her own and exclusive responsibility, to have all the necessary rights and authorizations to present the Projects and that the use and the submitting of the Projects by the user in connection with the Contest, does not entail any violation of

any right of industrial and/or intellectual property, not to mention any other right of ownership of any person or body corporate.

6.Duration of the Contest

For any information concerning the duration of a specific Contest, including the Expiration Deadline, one can visit the web page <http://www.desall.com>. Those users who will not register and submit their Projects before the Expiration Deadline will be excluded from the Contest and to the consequent awarding phase.

7.Selection of the Winners

As to information on judgment criteria, the winner selection and the date of the winner proclamation, please visit the web page <http://www.desall.com>. Unless differently established by the brief concerning each Contest, the selection of winners will take place according to the following mode:

I. Projects chosen by the Company (or by a selected jury involved by the Client himself/herself).

The Projects are assessed and voted by a group of qualified experts from the Company sponsoring the Contest.

Desall will send an e-mail to the winners of each Contest right after the publication of the list of the winners on the Website.

The personal data provided by the winners during the Signup on the Website will be verified by Desall, requiring the winners to send a copy of their personal ID according to the mode explained by Desall in the communication of the winning to the winners.

8.Identity of Participants

In case of controversies on the identity of the winner, the owner of the e-mail address provided upon registration in the Contest will be taken into account; in other words the person to whom an e-mail address has been attributed by a provider of online services or by any person responsible for the attribution of e-mail addresses for the domain relating to the address provided. Desall reserves the right to ask the winner identified in this way to provide the relevant evidence of his/her being the owner of the e-mail address associated with the winner.

9.Awards

For any information concerning the awards of a given Contest, one can visit the web page <http://www.desall.com>. The chances to win depend on the quality of Projects submitted to Desall. All awards available will be awarded to Desall users. Awards cannot be transferred and no substitutions and/or exchange of awards will be allowed.

10.Awarding

Unless explicitly differently indicated, all awards are expressed and awarded in Euros, but for residents in the US they will be given in US dollars, taking into account the exchange rate on the day of the payment. The user shall arrange and send to Desall (to the address hereunder in chapter 20), or to a possible provided different address, all documents required to receive the awards. Desall will pay the award via bank transfer or Pay pal, within ninety (90) days starting from the date of the reception of the relevant request on the part of the winner. The payment term is not essential.

Before the payment of the award, the authors of the selected Projects pledge to collaborate with Desall and the Sponsor for the further development of the Projects themselves, if necessary, with at least one revision and pledge to provide the materials used for their development (blueprint, technical drawing, CAD files, etc.).

11.Taxation

All taxes whose application is either directly or indirectly connected to the awarding of the award shall be charged to the user. More specifically the percentage of withholding tax to be deducted from the award, will be calculated on the basis of the law in force.

12.Disclaimer

The Site and services offered on or in relation to the Site are provided “as they are” and “as available”. Desall declines any responsibility concerning the fruition, the accuracy, the completion, the reliability, the level of updating and/or the availability of the services themselves. In addition it does not guarantee that such services will be provided without interruption, in a safe way and/or with no mistakes nor that possible mistakes will be corrected. At the same time any guarantee of marketability, suitability for specific scopes or in terms of quality of the Site and of the Services offered on or in

relation to the Site. Desall does not guarantee the Site is free from any virus or other dangerous elements. Desall declines all responsibility for: (a) possible delayed registration or sending of Projects, not arrived, delayed, distorted, confused or damaged Projects; (b) possible malfunctioning or damage in the hardware, software, in the Internet network or any other malfunctioning or damage which may affect the computer or the communication networks; (c) possible destruction, damaging or loss of Projects caused by force majeure which are not under the control of Desall; or (d) possible printing or typographic mistakes present on materials associated with the Contest. By participating to the Contest, the user relieves Desall, the Sponsors, the affiliated controlling, controlled companies and companies subject to common control from any responsibility and renunciation to any legal proceedings in connection with claims, costs, damages, losses or prejudices of any kind deriving from the Contest and/or from the delivery or non-delivery, acceptance, possession, use or impossible use of any award, he/she could own on the basis of applicable norms to the relation with Desall. By using the Site and offered services on or in relation to the Site, the user declares and accepts: (i) to keep undamaged and clean Desall, the Sponsors, the controlling and controlled affiliated companies and/or companies subject to common control in relation to any refunding duty, including legal costs, which may derive from the transmitted Projects and in general, in relation to any use of the Site and of the services offered on or in relation to the Site, connected to no matter what violation of the norms regulating their use and/or in relation to any violation of the rights of third parties eventually committed; (ii) that Desall, the Sponsors, the affiliated controlling or controlled companies, the companies subject to common control will not be held responsible for any either direct or indirect damages, including as a mere example, damages for the loss of data in any case resulting from the use or the impossibility to use the Site and the services on it or in relation to it.

13. Use of the Site

Unless differently and explicitly specified, the Site and all material published on it, including (as mere example and not as exhaustive explanation), the Desall logo together with all brands, drawings, texts, pictures, data, file and software (the Site Material or the Material), with the only exception of Projects published by users, are exclusive property of Desall and/or of the Sponsors and are protected by the relevant legislation concerning industrial property and intellectual property, currently in force.

As to the Site and Materials belonging to Desall and/or the Sponsors, the user has a limited, personal, irrevocable, free and not transferable license for access and use of the above-cited Materials, to be used for mere personal use and not for commercial purpose. With the exception of what is differently and explicitly regulated by the Regulation, such license does not allow: (i) the use, the reproduction, the copy, the modification, the adaptation, the publication, the transmission, the distribution, the execution, the download, the inclusion in a database, the creation of derivative works, the decoding, the transfer, the distribution or the sale of any part of the Site or of any one of the Materials belonging to the Site and/or to the Sponsors; (ii) the use of “robot”, “spider” and other programs, algorithm or methods to access, acquire or copy no matter what part of the Site and/or of the Site Materials; (iii) the use of the Site and/or of the Materials of the Site for commercial purposes or, in general for a purpose which is different from the purpose for which they have been conceived. Any use of the Site or of the Site Material which is different from the specifically authorized ones and/or allowed as per applicable norms without previous written consensus from Desall and/or the Sponsors is strictly prohibited and entails the immediate revocation of the conferred license.

14. Rights of Intellectual Property

Any moral and conception right in relation to the project sent, remains property of the user, however when Projects are published, the user declares and guarantees (under his/her own exclusive responsibility) to be the owner of the shared Projects and concedes to Desall free license without expiration, irrevocable, not exclusive and freely sub-licensing to use, publish, adjust, exhibit, translate, create works deriving from the Projects, distribute, show such Projects (totally or partially) throughout the world and/or embed them in other works in any way whatsoever, be it media or any technology currently known or developed in the future.

Furthermore, the user pledges to concede to the sponsor the possibility to exert – within 12 (twelve) months since the Contest closing – a *pre-emption right* (the *Pre-emption right*) to obtain an exclusive license on the Project (the *Exclusive License*); after 12 months from the closing of the contest, the Pre-emption right shall be transferred to Desall for another 6 (six) months.

For the sole Projects and respective concepts winning the Contest, even if in one single Category: for Projects that, on the basis of the Official Regulation for the Participation in

the Contest, will be acknowledged as the winning Projects, even if in one single Category, the authors of the winning projects concede to Desall – upon payment of the award – exclusive and freely sub-licensing license for the economic exploitation of the winning projects, without any territorial/temporal limitations.

In addition, the user is not allowed to upload, publish, send, transmit, disseminate or use in any way Projects not belonging to himself/herself.

15.Royalties

In the case in which the Sponsor should exert, within 12 (twelve) months from the date of the Contest Expiration Deadline, the Right of Pre-emption to acquire the Exclusive License, and following the production and sell of the selected projects, Desall commits itself to paying royalties to the User and such royalties will have to be calculated as the 30,00% on Desall's net turnover obtained from the concession of the Exclusive License to the Sponsor.

In this connection, Desall will send to the User, every six months, an account stated indicating the net turnover deriving from the concession of the Exclusive License to the Sponsor.

For the sole Projects and respective concepts winning the Contest, even if in one single Category: for Projects that, on the basis of the Official Regulation for the Participation in the Contest, will be acknowledged as the winning Projects, even if in one single Category, the authors of the winning projects henceforth accept the possibility of subscribing a further contract with Desall and/or the Client aimed at better define all aspects of the collaboration.

For all projects not acknowledged as the winning projects, in case the Sponsor should exert the Right of Pre-emption, the author of such projects henceforth accept the possibility of subscribing a further contract with Desall and/or the Client aimed at better define the all aspects of the collaboration.

16.Desall Co-Creation

The Sponsor in collaboration with Desall, will have the opportunity to arrange Contests subdivided in more than one phase, each of which will have a Winner of its own. The different phases of the Contest, their Duration, the relevant Award and the

concession of Royalties to Winners (in case the Sponsor should exert the Right of Pre-emption to acquire the Exclusive License) will be detailed in the Contest Regulation.

17.Duration of the Exclusive License

In the case in which the Sponsor should exert the Right of Pre-emption, as per § 14, to acquire the Exclusive License, the same will have duration of not less than 5 (five) years. If neither the Sponsor nor the User communicate their renunciation by registered letter with signed return receipt, to be sent at least 12 months before the expiration deadline of the Exclusive License, the License will be considered as automatically extended for a period corresponding to the first duration period (5 years) and so on at each expiration deadline. The parties convene that when the User does not respect the terms hereby established, thus violating the Rights of Pre-emption and/ or obligations concerning the Exclusive License, the User itself will have to correspond to the Sponsor a sum of money equalling the total cost financed by the Sponsor for the Contest.

18.Link to Third Party Sites

Desall is not responsible for Projects published on web sites belonging to third parties accessible by hyperlink from the Site or the sites connecting to the Site. Therefore before acceding to one of such sites, the user is kindly invited to consult use terms and the privacy information paper, the Regulation not being applicable to word sites.

Commercial advertisements of third parties (different from the Contest) may be published on the Site, the same applies to information or link to products or services of third parties. Any contact on the part of the user with such third parties and any terms, conditions, guarantee or declaration linked to such contact, will be of interest for the user and the third part exclusively; Desall therefore will not be in any way responsible for any losses or damages of any kind which occurred as a consequence of such contacts.

19.Treatment of Personal Data of the User

Desall is in charge of the treatment of personal data of the Site users. For more information on the treatment of personal data by Desall we invite you to consult the information paper on the treatment of personal data by Desall, published on this web page: <http://www.desall.com/corporate/rules/privacy-policy>. Before creating an account and finalizing your registration in the Desall Contests and more generally, before using

Desall and its services, the user is invited to read the Desall information paper on the treatment of personal data and to provide consensus to the treatment of one's own personal data by Desall just as herein written.

20.Mailing list

When registering on the site <http://www.Desall.com>, the user can decide to register in the Desall mailing list, whose purpose is of a commercial nature aiming at the transmission of advertisements prepared by the Sponsors. The affirmative choice made by the user can be modified at any moment following the instructions contained in the received e-mail, with the "unsubscribe" option.

21.Other

The relation between the user and Desall will be regulated in compliance with the relevant Regulation, with the Participation Agreement and in compliance with any other document and/or guideline published on the Site and adopted by Desall; in addition to the relevant norms in force. Any controversies which should arise between the user and Desall will be settled exclusively by the Court of Treviso. The non observance or the delayed observance on the part of Desall of a right recognized by the law as a right of Desall or belonging to Desall as a consequence of the Regulation is in no case a good reason to renounce to that right itself.

Desall reserves the right to modify the Regulation at any time, at its own and exclusive discretion in addition to the right to suspend or cancel one or more Contests if Desall itself cannot guarantee the regular taking place of the above – cited Contests owing to causes for which Desall is not responsible and which are not under its control. Any change or modification of the Regulation and/or any other document or guideline published on the Site adopted by Desall will take effect immediately, with no need for users to be informed about it. Users therefore are kindly invited to check regularly the text of the Regulation and of other documents and/or guidelines published on the Site and adopted by Desall. The use of the Site as following any possible changes and/or modifications of the above-cited documentation entails the acceptance of such changes and/or modifications. Whenever the user does not intend to accept such changes and/or modifications, he/she will have to interrupt immediately the use of the Site. If users violate the Regulation, the Participation Agreement, other documents and/or guidelines

published on the Site and adopted by Desall, the norms in force or if they alter the development of the Contest, if they behave in a way which may result either dangerous and/or incorrect towards Desall, the Sponsors or other users, Desall will be legitimized in its turn and at its sole discretion, to disqualify the Contest users and/or cancel the Contest. Desall reserves the right to exclude from participation in the Contest users not meeting the requested requirements.

22. Contacts

Any violations, either real or probable, of the right of industrial or intellectual property shall be communicated through the ad hoc instruments available on the Site or by writing to the following e-mail address: flag@desall.com or to info@desall.com. Information conveyed to Desall in such a way, including any personal data, will be treated by Desall according to what is written in the Desall informative document on treatment of personal data, published on the following web site: <http://www.desall.com/corporate/rules/pivacy-policy>. It must be said that such information may be conveyed also to the user who is allegedly responsible for the violation; the conveyance to Desall of such information is meant as providing consensus to treatment of data provided according to terms already mentioned. Whenever the violation is non-existent, the relevant user will be held responsible for all damages, including all legal costs paid by Desall and/or by the alleged offender as per given communication. Whenever information or clarifications are necessary in relation to the Regulation or to one or more Contests, one can contact Desall via the available instruments on the Site for this purpose or to the following e-mail address info@desall.com.

I, the undersigned do understand and accept the present Contest Agreement.

Date:

Signature: