

Contest Agreement

Battery Lawn Tools

The users of the <http://www.desall.com/> web site (the Site) shall read the present Contest Agreement 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 (Contest Agreement 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 at least 18 years old; (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 S.r.l, H-Farm Italia Spa and Uniteam Italia Srl 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

2.1 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, date of birth and statement of having 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 (Privacy Policy): http://www.desall.com/en/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).

The Sponsor will have the possibility to choose among several options regarding the protection level of the Projects: Contest protected by NDA, Contest with “Open gallery privacy” or “Private gallery privacy” and “Access code” Contest.

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

Besides, in the framework of the Industrial Design category, the participants will be asked 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 subcategories: Contest New Idea, Contest Product Design, Contest Naming, Contest Packaging.

The Contests can be:

- Single-phase Contests: in this case the users will participate in a contest having as the object only one of the Contest typologies offered by Desall (Contest New Idea/ Contest Product Design/ Contest Naming/ Contest Packaging / Contest Craft Design / Contest Interior Design);
- Sequential Contests: in this case the users will participate in a contest having as the object the combination of the four Contest typologies of the Industrial Design Contest macro-category: Contest New Idea, Contest Product Design, Contest Naming and Contest Packaging. This Contest can have as the object from a minimum of two up to a maximum of four Contest typologies. In this modality, the winning Project of every contest typology will be part of the Brief of the next contest typology.

The user is not allowed to upload, publish send, transmit or disseminate in any way 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;
- 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 the present Contest, including the Date of Expiration, one can visit the web page <http://www.desall.com>. Those users who will not register and submit their Projects before the Date of Expiration 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 modes:

- I. Awards chosen by the Community, in other words by voters: In this case Projects

are voted upon by users registered on the Desall Site (called respectively and individually “Voter” and collectively “Voters”). Voters are allowed to vote only prior to registration on the Desall Site and only once for each Upload (sent Project proposal).

II. Awards chosen by the Sponsor (or by a selected jury involved by the Sponsor): Projects are assessed and voted upon by a group of qualified experts working for the Society sponsoring the Contest.

III. Honorable Mentions: Projects are assessed and voted by qualified employees from Desall and the Sponsor.

The list of the winners of every Contest will be published on the Site after the relevant Date of Expiration, in the page dedicated to 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 Site.

The Personal Data provided by the winners during the Signup on the Site 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 this 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. The user shall arrange and send to Desall (to the address Desall S.r.l., c/o Tenuta Ca' Tron, Via Sile n. 41, C.A.P. 31056 Roncade (TV), Italy), or to a possible provided different address, all documents required to receive the Awards. Desall will pay the Award via bank transfer within ninety (90) days from the winner announcement date or from the date of notification by the Desall Team to the user author of the project for which the Sponsor has decided to exercise its option right. The payment term is not essential and is subject to the receipt of all the documentation required by Desall from the User.

Before the payment of the Award, the authors of the selected Projects pledge henceforth to subscribe a Private Treaty with the Sponsor and/or Desall, for the permanent transfer of the economic exploitation right related to the Project.

The authors of the winning Projects also pledge to collaborate with Desall and the Sponsor, if necessary, upon request of the Sponsor, for the further development of the Projects, with at least one revision, except for the right of the Sponsor to modify and/or create derivative works by virtue of the transfer of the rights for the economic exploitation on the Project, object of the present agreement. The authors of the selected Projects also 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 Italian 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, acceptation, 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 re production, 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 Sponsor 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. When Projects are published, the user declares and guarantees (under his/her own exclusive responsibility) to be the owner of the shared Projects.

With the exception of the restrictions for the use of the Personal Data by Desall and the Sponsor laid down in paragraph 18 hereunder, and except as provided in the provisions contained in the Brief, the participants in the Contest concede the following rights:

- a) For all Projects: the participants in the Contest concede in an exclusive way to the Sponsor and to Desall for 12 (twelve) months following the Date of Expiration of the Contest a free license without any territory limitation for all Projects uploaded on the Desall Site by users participating in the Contest for project internal-use, editorial and advertising purposes. Such license is not to be considered as a right for economic exploitation.

During the 12 months following the Date of Expiration of the Contest, the user shall not propose to third parties the Projects submitted in the framework of the Contest promoted by the Sponsor.

Desall or the Sponsor will have the possibility to exert – within 12 (twelve) months since the Date of Expiration of the Contest – an *option right*.

By exerting such option right Desall or the Sponsor will obtain a perpetual exclusive right for the economical exploitation of the Projects.

If this option right is exercised by Desall or by the Sponsor, the right for the economic exploitation will be conceded only upon subscription of a specific private treaty between Desall and/or the Sponsor and the user author of the Project. Such private treaty will provide for the payment by the Sponsor through Desall in favour of the user of an adequate cash amount for the Project, hereby mutually agreed to be equal to Euro 3.600,00= (three-thousand-six-hundred/00) per Project, taxes excluded.

Upon payment of the amount as identified above, the Users authors of the optioned Projects will concede in an irrevocable and exclusive way to Desall, which will in turn concede in an irrevocable and exclusive way to the Sponsor, every right on the acquired Projects. The amount specified above shall be deemed satisfactory for all the expenses deriving from the Project, including all the expenses incurred by the User as well as satisfactory for the inventive activity regarding the industrial properties and the attribution of the rights on the results of the Project.

After 12 months following the Date of Expiration of the Contest, if either Desall or the Sponsor has not exercised the option right, the Users will be free to propose their own Projects to third parties; however, Desall will remain entitled to a free, not exclusive right, without any time and territory limitations, for all Projects uploaded on the Desall Site by users participating in the Contest for project internal-use, editorial and advertising purposes.

- b) For the sole Projects and respective concepts winning the Contest, even if in one single Category: for Projects that, on the basis of the Brief and of the Contest Agreement, will be acknowledged as the winning Projects of the Contest, the users authors of the winning Projects of the Contest concede in an irrevocable and exclusive way to Desall, which in turn concedes in an irrevocable and exclusive way to the Sponsor – upon payment of the cash Award as provided for in the present document and in the Brief – the exclusive right for the economic exploitation of the winning Projects, without any territory and/or time limitations.

The aforementioned rights will allow to: publish, reproduce, exhibit, execute, distribute, adapt, revision, modify, translate the selected Projects and make any deriving projects and otherwise use the Projects acknowledged as the winning Projects of the Contest, as well as the right to patent the projects deriving from the transformation/revision/modification of the Projects themselves.

The right of exploitation of the winning Projects will enable the Sponsor to exercise any broadest right of exploitation on the Projects, that is – by way of example and not limited to – to: publish, reproduce, exhibit, execute, distribute, adapt, revision, modify, translate the selected Projects and make any deriving projects and otherwise use the Projects acknowledged as the winning Projects of the Contest, as well as the right to patent (at the sole discretion of the Sponsor and at its care and expense, in any country) the products and the possible inventions deriving from the transformation/revision/modification of part of the Projects and/or realised any time after the Projects themselves, that should be deemed capable of patent or of any other industrial privative rights, except for the right of the User to be acknowledged as the author of the Project. Such exploitation right regards any market where the Sponsor intends to sell the products realised on the basis of the acquired Projects, or provide third parties with the exploitation rights. Furthermore, the Sponsor is also granted the ownership of all the drawings, projects and other materials realised by the User while executing the Project.

Before the payment of the Award, the authors of the winning Projects or of the Projects for whom Desall or the Sponsor should decide to exercise the option right, will be obliged to subscribe a private treaty with Desall and/or the Sponsor for the permanent transfer of the economic exploitation right related to the Projects in favour of Desall or the Sponsor and also pledge to collaborate with Desall and the Sponsor, if necessary, for the further development of the Projects with at least one revision.

The authors of the winning Projects or of the Projects for whom Desall or the Sponsor should decide to exercise the option right, pledge to provide the materials used for their development (blueprint, technical drawing, CAD files, etc.).

The Sponsor, at its own discretion and where it is possible, will use the names of the authors of the Projects and of Desall for communication purposes and in case of production of products deriving from the Projects developed in the framework of the Contest.

The provision mentioned in the preceding paragraph shall apply also to the Projects and related products for which the Sponsor should decide to exercise the option right.

If the Users do not comply with the terms set above – infringing, in this way, the option rights and/or the obligations deriving from the Exclusive Right – the Users will be obliged to pay to Desall an amount equal to Euro 15,000= (fifteen-thousand/00).

A copy of all the Projects submitted by the Users participating in the Contest will be made available to the Sponsor by Desall.

The user is not allowed to upload, publish, send, transmit, disseminate or use in any way Projects not belonging to him/her.

15.Royalties

For the present Contest, no royalties will be awarded.

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.

Possible different phases of the Contest, their Duration, the relevant Award and any concession of Royalties to Winners will be, in the event, detailed in the Contest Brief.

17.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.

18.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 (Privacy Policy), published on this web page: http://desall.com/en/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.

19. Newsletter

When registering on the site <http://www.Desall.com>, the user can decide to register in the Desall newsletter, whose purpose is of an informative nature aiming at the transmission of messages regarding the Desall Contests and the relevant activities. 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.

20. Other

The relationship between the User and Desall will be governed pursuant to this document, to the Brief and to any other possible document and/or guideline published on the Site and adopted by Desall, as well as by the applicable Italian law.

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/or of other documents 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 and the 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.

21. 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: legal@desall.com or flag@desall.com or 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://desall.com/en/Rules/Privacy_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.

GLOSSARY

Whenever in the present Contest Agreement and in the Brief the following terms with initial capital letter, both in the singular and in the plural, are cited they shall have the following meanings:

“Access Code Contest” indicates a Contest in which the users must be in possession of a specific Code to be able to upload a Project to the Site.

“Award” indicates the award Desall, acting as the Sponsor’s attorney, will pay to one or more users of the Desall Site on the basis of selection parameters described in the present agreement and in the Brief.

“Brands” indicates any brand, commercial image, commercial denomination, social denomination, logo or property-related indication, URL and other source or commercial indication.

“Brief” indicates a collection of the Sponsor’s Material, statements of the specific requests for the Projects and other rules of participation in the Contest, advertising material, samples for participation in the Contest and other material and information relating to a Contest, arranged or prepared by the Sponsor and/or Desall for each Contest.

“Contest Agreement” indicates the agreement of participation in the Contest as expressed in its form and content published on the Desall Site (<http://www.desall.com/>).

“Contest Craft Design” indicates a Contest aimed at collecting Projects and design solutions related to handcrafted products, homemade products, unique or limited series, do-it-yourself projects intended both in the traditional meaning and in more modern and technologically advanced applications (e.g. 3D printing, electronics, robotics).

“Contest Interior Design” indicates a Contest aimed at designing spaces, customized furniture, stand and exhibition areas and in general receiving interior design proposals.

“Contest Naming” indicates a Contest aimed at choosing the name, creating the payoff or writing other advertising texts similarly related to the development and communication of the product and its identity.

“Contest New Idea” indicates a Contest aimed at collecting new product ideas, innovative design concepts or creative and technical solutions.

“Contest Packaging” indicates a Contest aimed at collecting graphics and design proposals for the product packaging.

“Contest Product Design” indicates a Contest aimed at designing and developing new products or components, improving or developing Projects already started or restyling items far-back existing in the market.

“Contest protected by NDA” indicates a Contest that requires the users to subscribe a Non Disclosure Agreement (confidentiality document) prior to be allowed to read the Brief and participate in the Contest (the Summary of the Contest remains public).

“Contest” indicates a Project-related activity organised by Desall and sponsored by the Sponsor and accessible to participants from the Desall Site in relation to the Project Activity.

“Date of Expiration” indicates the date of the end of the upload phase of the contest.

“Desall Site” indicates the web site proposing Projects to be realized by the users and other material or Services available at the web address: <http://www.desall.com/>.

“Industrial Design” indicates a Contest macro-category aimed at collecting Projects and design solutions related to industrial products and to the application of their technologies. This macro-category includes the following Contest typologies: Contest New Idea, Contest Product Design, Contest Naming, Contest Packaging.

“Open gallery privacy Contest” indicates a Contest whose Projects’ gallery is freely accessible and visible.

“Personal Data” indicates all information on people the Sponsor obtains in no matter what way and no matter from what source concerning participants in Promotional Campaigns or other final users of the Desall Site, including as mere example but not in an exhaustive way, names, addresses, telephone numbers, e-mail addresses, dates of birth and other relevant information for the registration. Personal Data on the basis of the present Agreement are Desall Confidential Information.

“Private gallery privacy Contest” indicates a Contest whose Projects’ gallery is accessible and visible only by the Sponsor account.

“Project Activity” indicates one or more Projects and the corresponding marketing or promotional program through which one or more Awards will be offered to selected winners on the basis of their Projects submitted in relation to the Contest and described in a more detailed way in the Offer and in the Brief.

“Projects” indicates possible graphics, ideas, illustrations, drawings, photorealistic renders, technical drawings, CAD 3D files, pictures, videos (formats/accepted file extension: .jpg, .gif, .png, .dwg, .pdf, .iges, .igs, .obj, .stl, .avi, .flv, .mp4, .mov, .mpeg, .3gp, .wmv,) or other material or content submitted by a would be participant to the Contest to be admitted to it together with address and telephone number in addition to other information provided by the would be participant himself/herself in relation to a specific Contest.

“Regulation” indicates the whole clauses contained in the Contest Agreement and in the Brief in relation to the Contest and all other terms and conditions, codes of conduct and guidelines published on the Desall Site.

“Rights of Intellectual Property” indicates possible patents, copyright, Brands, industrial secrets, commercial image, rights of intellectual property in general, right of attribution or integrity or rights of industrial property.

“Services” indicates services carried out or to be carried out by Desall on the basis of the present agreement with a view to realizing, hosting, managing, promoting and/or marketing the Project activity. Services are described in a more detailed way in the Brief.

“Sponsor” indicates the subject to whom and in favour of which, Desall sells its own Services for the organization of the Contest and of the Promotional Campaigns, object of the Agreement.

“Users” indicates the subjects enrolled in the www.desall.com platform, meeting the following requisites: (i) are at least 18 years old; (ii) have registered on the Site creating an account Desall of their own.

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

Date: _____

Signature: _____

(Please write the date and place your signature)