



## “Innovation2live Enercom Call4Startup – 2020 Edition” Regulations

### ARTICLE 1 - PROMOTER AND OBJECTIVES

- 1.1. ENERCOM S.r.l., with registered address in Via S. Chiara no. 9, 26013 Crema (Cremona), Italy - Share Capital €2,278,228,00, fully paid up, R.E.A. no. 156093 registered in the Cremona Business Register, Tax Code and VAT no. 01262680190 (hereinafter referred to as “**ENERCOM**”), in its capacity as promoter (hereinafter referred to as the “**Promoter**”), has launched the national initiative named “**Innovation2live Enercom Call4Startup – 2020 Edition**” (hereinafter referred to as the “**Initiative**”) and with this document (hereinafter referred to as the “**Regulations**”) aims to provide information to participants on how to register and participate in the Initiative, as well as on how the Initiative shall be carried out.
- 1.2. The Initiative aims to promote the development and dissemination of new projects in the Energy sector, which exhibit technological and innovative solutions and/or ideas **capable of improving the production of energy from renewable sources, the energy efficiency from a Smart City and Smart Building perspective**, as well as solutions pertaining to the **Internet of Things, Artificial Intelligence and Machine Learning**, able to contribute to energy efficiency and to controlling consumption with a focus on **sustainability**.
- 1.3. The Initiative is therefore open to any entities that propose an innovative idea or solution (hereinafter referred to as the “**Project**” or “**Projects**”), in the following sectors and areas:

As regards the sector of **energy production from renewable sources**

Solutions for the storage of energy from renewable sources (e.g. home storage systems for solar panels)

- Artificial Intelligence and Machine Learning solutions to predict wind and photovoltaic energy production
- Innovative solutions for the domestic production of non-traditional renewable energy:
  1. mini and micro wind energy
  2. micro-cogeneration systems
  3. waste energy

As regards the **energy efficiency sector**

- **Smart City**
  - Adaptive public lighting control systems based on instantaneous traffic
  - Traffic monitoring and predictive lighting control systems on a statistical basis (instantaneous traffic, time series, weather conditions, air pollution, accidental events)
  - Innovative systems for pedestrian crossing safety
  - Predictive systems for troubleshooting LED lighting systems and electrical panels
  - Anti-theft systems without wifi
  - Blockchain applications for the management of public lighting systems
  - Augmented reality systems for plant maintenance
- **Smart building**



- Systems for the management of lighting equipment
- Systems for the metering of energy consumed by lighting equipment
- Integrated and adaptive management systems for electrical and thermal consumption

## ARTICLE 2 - PARTICIPANTS ADMITTED AND EXCLUSIONS

- 2.1. The Initiative is aimed exclusively at legal entities (hereinafter referred to as “Participant” or “Participants”). Specifically, the Initiative is open to the following types of subjects:
- **design companies and software houses** with a registered office and/or operational headquarters in Europe, already working on a project with the characteristics described in Article 1 above (preferably able to present a Minimum Viable Product);
  - **startups and scale-up companies** with a registered office and/or operational headquarters in Europe (preferably one that has been in business for at least 2 (two) years, registered in the Business Register of the Chamber of Commerce and with a turnover in the last financial year exceeding Euro 100,000 and/or that has received a loan from third parties worth at least Euro 50,000), presenting an innovative project with the characteristics described in Article 1 above (preferably able to present a Minimum Viable Product);
  - **technology providers** with a registered office and/or operational headquarters in Europe, presenting innovative projects with the characteristics described in Article 1 above (preferably able to present a Minimum Viable Product).
- 2.2. Participation in the Initiative is free, without prejudice to the Internet connection costs charged by the specific provider used by the Participant. Such costs are borne by each Participant, as registration for the Initiative and the uploading of the documentation shall be carried out exclusively through the reference website, [www.innovation2live.it](http://www.innovation2live.it) (hereinafter referred to as the “Website”).
- 2.3. All employees of the Promoter, as well as those of the companies involved in the organisation of the Initiative in any capacity, shall be excluded from participating in the Initiative.
- 2.4. Under penalty of exclusion from the Initiative, Participants shall have to comply with the following conditions:
- provide the exact documentation required, according to the methods specified in Article 3 below;
  - provide truthful and complete information;
  - comply with the conditions set out in point 2.1.
- 2.5. The Promoter reserves the right to carry out any checks or reviews, during the course of the Initiative as well as following its conclusion, in order to verify compliance with the conditions specified in these Regulations on the part of each individual Participant and to exclude the latter from the Initiative and/or to revoke any awards made, where it emerges that the Participant and/or the winners have not complied with even one of the aforementioned requirements.

## ARTICLE 3 - DURATION OF THE INITIATIVE AND PARTICIPATION METHOD

- 3.1. The Initiative shall begin on **28 April 2020**, the start date for Participants to submit their applications, and shall end in **July 2020**, the date of the Final Event.
- 3.2. Participants are required to **submit their applications by, and no later than 30 June 2020 at 23:59 CET**. Applications may only be submitted using the specific online form available on the aforementioned Website, filling out the fields identified as mandatory and ensuring that the data entered in the specific fields is complete and truthful.
- 3.3. All useful information of an organisational nature shall be published on the Website. For organisational reasons and technical needs, the Promoter reserves the right to make the necessary changes to the days and times of events connected to the Initiative, at its sole discretion, upon communication to the Participants by email and through all the various means used to promote the Initiative.
- 3.4. The same Participant may submit multiple Projects. In this case, each Projects must be submitted separately.
- 3.5. During the registration phase, the Participant shall also be required to upload the following documentation:
- a. One or more files (in ppt/word/pdf and/or video formats) in Italian or English which contain:
    - the description of the Participant;



- the title of the Project;
- the description of the Project;
- the description of the needs to be met with the Project;
- the description of the target market;
- the description of the technology used and/or implemented in the Project;
- the description of any economic results obtained in terms of turnover, costs and investments;
- if available, an “executive summary” of up to one page (in Word format) for each Project.

b. The declaration form (hereinafter referred to as the “**Declaration**”) attached to these Regulations and which each Participant must duly initial on each page and sign in full on the last page, in their capacity as the contact person for the legal entity on behalf of which the application is being submitted.

3.6. The documentation indicated in the previous point can be presented in Italian or in English (at the Participant’s discretion) and cannot exceed 30 MB (thirty megabytes) in size, including any eventual technical attachments and/or tables and/or other useful attachments.

3.7. To participate in the Initiative, the Participant must comply with the following conditions:

- indicate, upon registration, the main contact person of the candidate Project;
- present all documents in one language (Italian or English);
- have uploaded the documentation referred to in Article 3.5 letter a) above, following the instructions published on the Website;
- have signed and uploaded the Declaration form, pursuant to Article 3.5 letter a) above;
- have read the Privacy Policy on the processing of personal data pursuant to Article 13 of the European Regulation (EU) 2016/679 (GDPR), attached to the registration form;
- have read and accepted the conditions referred to in these Regulations with the Declaration form referred to in Article 3.5;
- have successfully completed the registration process.

3.8. It is hereby acknowledged that participation in the Initiative shall not entail any constraint or commitment of any kind on the part of the Participant, outside the scope of compliance with the conditions set out in these Regulations, which the Participant declares to have read and to accept.

3.9. It is also specified that by submitting their application, Participants unconditionally accept any decision that shall be taken by the evaluation committee regarding the selection of the winning projects, as defined below.

3.10. The Promoter also hereby notes that the documentation that each Participant shall attach when registering for the Initiative shall not be returned.

#### **ARTICLE 4 - EVALUATION AND SELECTION PROCESS**

4.1. The Projects submitted to the Initiative shall be evaluated by an evaluation committee made up of experts in Digital Innovation, Open Innovation, university researchers and experts in the areas to which the call refers (hereinafter referred to as the “**Evaluation Committee**”). The evaluation criteria adopted by the Evaluation Committee shall be:

- degree of innovation of the project;
- market and business potential;
- technical feasibility;
- applicability in the context of innovative services as better described in Article 1;
- entrepreneurial quality and skills;

4.2. At the conclusion of the registration phase, as per the terms referred to in Article 3 above, the submitted Projects shall undergo a first formal verification, which will aim to verify the documental compliance of the Projects submitted. Subsequent to this formal verification phase and before the final selection phase, the Evaluation Committee may meet individually with the authors of the projects submitted for an eventual in-depth session. This session may consist of a face-to-face meeting at a date and place that shall be communicated at the appropriate time or by teleconference. Such a meeting shall not in any way imply access of the Participant to the final selection phase.



- 4.3. A maximum of **5** (five) projects from all the submitted Projects shall be selected for the final phase of the Initiative (hereinafter referred to as the **"Finalists"**). The Project pre-selection shall be carried out by the Evaluation Committee on the basis of the evaluation criteria provided for in Article 4.1 above.
- 4.4. The Evaluation Committee shall select the winner (1 winner shall be selected) of the Initiative from the Finalists (hereinafter referred to as the **"Winner"**), at its own unquestionable judgment, impartially, guaranteeing equal treatment and opportunities among all Participants and according to the evaluation criteria provided for in Article 4.1 above.
- 4.5. The award ceremony shall be held in Milan in **July** (hereinafter referred to as the **"Final Event"**). All Finalists shall be invited to take part in the Final Event. The date and program of the Final Event, which will be open to the public, shall be published by ENERCOM in the appropriate section of its Website.

#### **ARTICLE 5 - RECOGNITION OF MERIT**

The Winner of the Initiative shall be recognised the relative merit. Moreover, the Winner shall have the opportunity to collaborate with ENERCOM, in order to initiate a process of knowledge and acceleration of the Project.

#### **ARTICLE 6 - PROTECTION OF PRIVACY**

ENERCOM shall process the Participants' personal data for the purposes and in the manner described in the Privacy Policy provided to the same pursuant to Article 13 of the European Regulation (EU) 2016/679 (GDPR).

#### **ARTICLE 7 - LIMITATIONS OF LIABILITY**

Under the conditions of participation in the Initiative, ENERCOM and all third parties in any way involved in the organisation and/or management of the Initiative, shall accept no responsibility for:

- technical, hardware or software related malfunctions, network connection outages, as well as unsuccessful Participants' registrations deemed to be incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted, and/or
- Participants' registrations that have not been received by ENERCOM, for any reason whatsoever, and/or
- electronic or other communications that have been delayed and/or other technical problems related to the registration and/or uploading of materials within the scope of the Initiative.

#### **ARTICLE 8 - PARTICIPANTS' WARRANTIES AND INDEMNITIES**

8.1. Participants shall ensure that the content of the documentation sent complies with the conditions of these Regulations and with applicable regulations in force, by way of example and not limited to:

- does not violate regulatory or legal provisions and/or any party rights, such as, by way of example and not limited to, those referred to in the law on copyrights (Law no. 633/1941), in the Industrial Property Code (Legislative Decree no. 30/2005), in the European Regulation for the protection of personal data (EU 2016/679) and other applicable laws or regulations;
- does not contain distinctive marks, logos or materials protected by copyright or by industrial property rights that are not owned by the Participant or that are used by the Participant without the necessary permission from the holders of the rights;
- does not contain any elements that may be deemed detrimental to ENERCOM's name or reputation and of that of any party in any way involved in the organisation and/or management of the Initiative and/or any other third party, whether the latter is a natural person or legal entity;
- does not contain illegal material, material prohibited by law or any element or part of a pornographic nature, or that may incite hatred or violence and/or of an intimidating nature and/or in any case which may be considered offensive, harassing, obscene or inappropriate.

8.2. By agreeing to participate in the Initiative under the conditions set out in these Regulations, the Participants declare that the responsibilities, including those of a criminal nature, deriving from the presentation of the Projects and from the related documentation, are their sole and exclusive responsibility. Moreover, the Participants undertake to indemnify and hold the Promoter and all third parties in any way involved in the organisation and/or management of the Initiative harmless from any action and/or claim, including claims for compensation, and/or request for damages, made against the latter by third parties.



8.3. It is further acknowledged that the Promoter and all third parties in any way involved in the organisation and/or management of the Initiative shall not be liable for any act and/or behaviour assumed and/or performed by Participants during the entire duration of the Initiative, which may be considered a violation of applicable laws.

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

- 9.1. Each Participant expressly declares that every Project or part thereof is original and that the Participant in question is the legal owner of all intellectual and/or industrial property rights relating to the Projects presented as part of the Initiative, as well as the owner of the rights to the economic use of the same.
- 9.2. Moreover, the Participant declares and guarantees that all material presented does not in any way, directly or indirectly, infringe the rights of any third party, undertaking to indemnify and hold harmless the Promoter and all third parties in any way involved in the organisation and/or management of the Initiative from any responsibility and from any claim and/or action made by a third party.
- 9.3. The Participant acknowledges and accepts that if their Project is selected among the Finalist Projects, the same Project shall be made public, by dissemination and/or presentation during the events and/or published on websites and/or publications related to the Initiative and/or based on other methods selected by the Promoter, at the latter's unquestionable judgment.
- 9.4. It is hereby acknowledged that the intellectual and industrial property rights associated with the Projects shall remain with the Participants and no assignment of the aforementioned rights shall be envisaged in favour of the Promoter and/or third parties in any way involved in the organisation and/or management of the Initiative.

#### **ART. 10 - ADDITIONAL INFORMATION**

- 10.1. The Initiative is not subject to the rules and regulations provided for by Presidential Decree no. 430/2001 as it does not constitute a competitive tender or a prize contest, having as its object the presentation of projects or studies in the commercial or industrial field with the award of prizes which entail the recognition of merit, therefore falling within the exceptions provided for in Article 6, letter a) of the aforementioned Presidential Decree.
- 10.2. These Regulations have been drawn up in Italian and English.
- 10.3. The Initiative shall be advertised on the Website, where these Regulations shall be available for the entire duration of the Initiative, on the digital publications accessible on the Digital360 Network (display campaign and articles) and through specific promotional communications sent by the Promoter and/or by appointed third parties.
- 10.4. The Promoter reserves the right to modify these Regulations and/or the organisational aspects of the Initiative, at its sole discretion, with the aim of improving the execution and/or participation in the same, in compliance with the defined objectives.
- 10.5. The following Annex shall form an integral part of these Regulations:
  - **Annex 1: "Declaration"**.