



First Ascent Business of Tech 2022

Rules

1. SPONSOR

Bending Spoons S.p.A., with registered office in Milan, Corso Como 15, 20154, taxpayer and VAT number 08931860962, number of registration with the Milan Monza Brianza Lodi Company Register 08931860962 (the “**Sponsor**”).

2. TRIP

The Sponsor organizes the competition entitled “First Ascent Business of Tech 2022” (“**Competition**”) to select 20 persons who win an exclusive retreat to Barcelona, Spain, offered by the Sponsor according to these rules, including the round-trip flight ticket, meals, accommodation, and recreational and tourist activities (the “**Trip**”). The purpose of the Trip is to connect the Sponsor with incredibly talented young people in the field of technology and business. The Trip will last for 4 days, from April 21, 2022 to April 24, 2022.

3. ELIGIBILITY

Participation in the Competition is open to individuals who, at the application date, are (“**Applicants**”):

- At least 18 years old; and
- (a) either an Italian who’s currently a university student, or a non-Italian currently studying at an Italian university, or, (b) either an Italian who graduated from university after August 2020, or a non-Italian who graduated from an Italian university after August 2020.

Only the Applicants who (i) have completed the application process according to these rules, (ii) are ranked in the top 20 positions, and (iii) have signed the relevant documentation provided by the Sponsor (“**Winners**”) will participate in the Trip. Winners are required to confirm their participation and communicate the necessary information to take part in the Trip to the Sponsor within seven calendar days from the Sponsor’s request. Those Winners who will not comply with such requirements will be excluded from the Competition and replaced by the runners up. The application process is held online and will assess Applicants’ CV and motivation letter, transcript records, interviews, logical tests, and problem-solving tests. The Sponsor reserves the right to vary the order of the tests in its discretion. Applications open on October 11, 2021 and close on November 19, 2021 (“**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 Competition. The final decision regarding the Winners selected for the Trip will be made by the Sponsor in its sole discretion. Upon request, the anonymized ranking of the Competition will be shared once the application process is completed, without sharing the details of the individual assessments but only the final score. Winners will be announced by the end of December 2021. The right to attend the Trip cannot be transferred to third parties. If a Winner is unable to take part in the Trip, the runners up in the Competition will not be entitled to replace them.

4. TRANSPORT

The Trip includes a round-trip to Barcelona, Spain, with a low-cost carrier from the airport closest to each Winner's domicile or residence, but, in any case, within European boundaries. If the Winner's domicile or residence is outside Europe, transfer from the Winner's domicile or residence to Europe must be arranged and paid for by the Winner. Any exception will be assessed by the Sponsor in its sole discretion on a case-by-case basis. Transfer from/to the Winner's domicile or residence to/from the closest airport must be arranged by the Winner. Transfer from Barcelona Airport to the Hotel will be made by public transportation paid for by the Sponsor. Transfer from the Hotel to Barcelona Airport will be made by public transportation paid for by each Winner.

All flight details (including the airline company, boarding and take-off times, ID requirements, and baggage allowance) will be emailed by the Sponsor to each Winner at least one week before the departure date (this flight information, together with the information about the Hotel, the Meals and the Organized Activities are hereinafter defined as the "**Travel Details**"). The boarding passes will be emailed to each Winner in good time for the Trip.

Unless otherwise specified, Sponsor will cover the costs of any transport listed above as well as any other transport to/from the activities organized by the Sponsor during the Trip. However, the costs of the transports indicated below will not be covered by the Sponsor and will be borne by each Winner:

- Transfer from each Winner's domicile or residence to the departure airport
- Transfer from the return airport to each Winner's domicile or residence
- Transfer from the Hotel to the return airport
- Any transport not related to the activities organized by the Sponsor for the Trip
- A new flight ticket, should the Winner miss any of the flights booked by the Sponsor

5. ACCOMMODATION

Winners will stay in at least 3-star hotels (the "**Hotel**"), in double rooms with single beds (subject to availability of this type of bed) and half board. The Sponsor will communicate to the Winners any information regarding the Hotel and the rooms in advance in the Travel Details. The allocation of the Winners 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 Spain, 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 Competition and the Trip. The Sponsor will not be liable for any such exclusions.

7. MEALS

During the Trip the Winners will be entitled to 3 breakfasts and 3 coffee breaks at the Hotel, 2 lunches and 3 dinners (the "**Meals**"). The Meals' program will be communicated to the Winners in advance in the Travel Details. The Sponsor shall pay for the Meals. However, the Sponsor shall not cover any snacks or beverages from the mini-bar of the Hotel's rooms, nor any other food not included in the menu previously agreed by the Sponsor with the restaurants 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. ORGANIZED ACTIVITIES

During the Trip, the Sponsor will organize some recreational and tourist activities for the Winners (for example, escape rooms and problem solving games) ("**Organized Activities**"). The program of the Organized Activities will be communicated in advance to the Winners in the Travel Details.

9. WELCOME BOX

At the Hotel, each Winner will receive a welcome kit (aka Welcome Box) containing various First Ascent gadgets, a t-shirt, a book, and a booklet.

10. WINNERS' LIABILITY AND INDEMNIFICATION

Each Winner shall behave in a respectful and polite manner throughout the duration of the Trip 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 Winner will be solely and exclusively responsible for their conduct at the Hotel and for any damage caused to the Hotel or third parties. Each Winner, by applying for the Competition, 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. Each Winner acknowledges that the Insurance taken out by the Sponsor shall not be construed or interpreted as a limitation of the Winners' liability.



11. INSURANCE

Without prejudice to section 10, the Sponsor has taken out an insurance (the “**Insurance**”) covering all medical and pharmaceutical costs and expenses incurred for hospital admission and surgery, with regard to any urgent treatments or surgery required for the Winners during the Trip and which cannot be postponed, in the event of a sudden illness or accident, also as a result of terrorist activities. The Insurance also covers:

- each Winner’s luggage and personal belongings, including bags, suitcases, backpacks, and garments worn;
- injuries or damage resulting from theft, fire, robbery, mugging, baggage loss and/or damage by the airline carrier, in accordance with the limits of the policy;
- any accidental damage to third parties during the Trip, leading to death, personal injuries and damage to property, in relation to any private events.

12. LOGISTICS

The Sponsor reserves the right to make any change to the Competition or the Trip, including changes to the dates, activities, and destination (for example, changing the Trip’s destination to Milan, Italy), as well as to cancel, offer remotely, or postpone the Trip and the Competition to a later date for any reason, including health and safety concerns related to the Covid-19 pandemic. The safety of the Winners and any other person involved in the Competition is the Sponsor’s priority. All participants will be promptly informed of any change. The Sponsor will not be liable for any such changes.

13. PRIVACY

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.

14. GENERAL

The laws of Italy, excluding its conflict of law provisions, will govern these rules, the Competition, and the Trip. 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 Competition’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 Competition’s website. Any communications or requests for information related to the Competition



must be sent by email to hello@firstascent.io indicating “FIRST ASCENT BUSINESS OF TECHNOLOGY 2022 – Student Communications” in the email subject.

Pursuant to articles 1341 and 1342 of the Italian Civil Code, Applicants declare they have read and specifically accept sections 3, 6, 10, 11, 12, and 14 of these rules.