



WELFARE CHALLENGE CONTEST

Buguggiate, 20/07/ 2020

TERMS AND CONDITIONS OF THE WELFARE CHALLENGE CONTEST

These terms and conditions (hereinafter referred to as “**Terms and Conditions**”) regulate the participation in the Welfare Challenge Contest (hereinafter referred to as “**Contest**”).

1. Organizer

1.1. The Contest is being conducted by TECNIPLAST S.p.A., VAT No. 00211030127, having registered office in 21020 Buguggiate (VA), Italy, Via I Maggio No. 6 (hereinafter referred to as “**Organizer**”), a leading company in the lab animal industry, designing, manufacturing and distributing equipment to laboratories.

2. Scope

2.1. The Contest is a competition aimed at rewarding the skills of technicians and researchers in the creation of an environmental enrichment for mice and rats (hereinafter referred to as “**Enrichment**”). The aim of the Enrichment is to enhance the well-being of the animals by making more stimulating cage environment.

2.2. The Enrichment must be lasting able to be washed and autoclaved in order to be re-used. All perishable or non-autoclavable materials (e.g. paper) must be excluded.

3. Participation requirements

3.1. The Participants of the Contest can be either individuals (hereinafter referred to as “**Individual(s)**”) or legal entities (hereinafter referred to as “**Legal Entities**”) (hereinafter collectively referred to as “**Participant(s)**”).

3.2. Individuals must, at the date of registration, be over 18 (eighteen) years old.

3.3. Individuals cannot enter this Contest if they are employees of companies that produce and/or sell laboratory animals equipment.

3.4. Individuals cannot enter this Contest as a Participant if they are employees of the Organizer.

3.5. Legal Entities must be duly incorporated under the applicable laws of their respective countries.

3.6. Legal Entities cannot enter this Contest if they produce and/or sell laboratory animals equipment and are Affiliate or Dealer of the Organizer. For the purpose of this section, “Affiliate” means any legal entity directly or indirectly controlling, controlled by, or under common control with another entity and/or any legal entity which holds directly or indirectly the ownership of the shares/units/percentage of another entity. For the purpose of this section, “Dealer” means authorized seller of the Organizer.

- 3.7. The Organizer reserves the right to request documents attesting the Participants' compliance with the requirements set forth in these Terms and Conditions (hereinafter referred to as "**Requirement(s)**"). The Organizer shall exclude any Participant that breaches any Requirement set forth in these Terms and Conditions.
- 3.8. The Participants will be excluded if they are engaged in illegal activity or any activity that would cause reputational harm to the Organizer and its Affiliates.

4. **Deadline**

- 4.1. The Contest will be published on the web page:
<https://www.tecniplast.it/en/welfarechallenge.html> on 1st August 2020.
- 4.2. Applications will be accepted from 1st August 2020, 00:00 (CEST) (hereinafter referred to as "**Opening Date**") until 30th November, 2020, 00:00 (CEST) (hereinafter referred to as "**Closing Date**"), both inclusive (hereinafter referred to as "**Deadline**").
- 4.3. The Organizer might extend the Deadline at its discretion.
- 4.4. The Organizer reserves the right to close applications in advance if they reach a number exceeding Organizer's actual organizational capacity.
- 4.5. It is the Participant's responsibility to keep track of announcement and information on the dedicated web site <https://www.tecniplast.it/en/welfarechallenge.html>

5. **Participation to the Contest**

- 5.1. Participants must register for the Contest within the Deadline by entering the Contest's website <https://www.tecniplast.it/en/welfarechallenge.html> and complete the form (hereinafter referred to as "**Form**") provided with information about:
 - i. in case of Individuals: name, surname, organization, city, country, e-mail address;
 - ii. in case of Legal Entities: name of the representative, organization, Vat Number, registered office, e-mail address.

6. **Proposal**

- 6.1. Each Participant must upload its proposal (hereinafter referred to as "**Proposal(s)**") containing a description of the Proposal in English language eventually accompanied by drawings and/or photos.
- 6.2. The Participant can upload 1 (one) file on the landing page of the Contest using one of the following formats: .jpeg, .pdf and .word. The file uploaded must be readable, accessible and printable.
- 6.3. The Form and the Proposal shall hereinafter refer to as "**Application(s)**".
- 6.4. Incomplete Application may be considered inadmissible if element of points 5.1., 6.1. and 6.2. are missing.
- 6.5. All official communications will be sent to the e-mail address specified by the Participant during Applications' submission.
- 6.6. The Organizer will send to the Participant a confirmation e-mail communicating the correct receiving of the Application (hereinafter referred to as "**Confirmation E-mail**").

7. **Exclusion criteria**

7.1. The Participant must respect the following rules regarding their participation in the Contest. In particular, the Participant:

- i. agrees not to engage in any conduct that might breach the law and/or the Terms and Conditions, or damage the image, interests and rights of the Organizer and its Affiliates;
- ii. will not post or share any comments violating the Terms and Conditions or any law or regulation, or comments which induce such violation;
- iii. will not include anything illegal within its Proposal;
- iv. is responsible for the information, opinions, drawings and photos submitted in the Proposal and information posted online.

7.2. The Organizer may expel any Participant that does not comply with the present Terms and Conditions.

7.3. The falsification of any data entails the disqualification of the Participant.

8. **Evaluation and selection process**

8.1. The evaluation will be carried out by members of a commission internal to the Organizer (hereinafter referred to as “**Commission**”) made up of:

- two representatives of Tecniplast Marketing department;
- a representative of Tecniplast R&D department;
- a veterinary.

For privacy reasons, the names of the commissioners will not be disclosed.

8.2. Participants agree expressly not to object the composition, decision making process or decisions of the Commission.

8.3. The Commission will evaluate the following criteria for the awarding of prizes:

- a) originality and innovative content;
- b) impact on the animal welfare;
- c) industrial feasibility.

8.4. Each Proposal will be assigned a score as specified in the table below:

Originality and innovative content	Score 1-4
Impact on the animal welfare	Score 1-4
Industrial feasibility	Score 1-4

Legend: Score 1-4 → 1 = insufficient, 2 = sufficient, 3 = good, 4 = excellent.

9. **Winners**

9.1. After reviewing all the Proposals, 2 (two) Participants (hereinafter referred to as “**Winners**”) will receive the competition prizes (hereinafter referred to as “**Prize(s)**”).

9.2. The Proposal awarded with the first Prize is assigned by the Commission with the maximum score according to all the three criteria considered in point 8.4.

9.3. The Proposal awarded with the second Prize is assigned by the Commission with the maximum score only according to the Originality and innovative content criterium considered in point 8.4.

9.4. The names of the Winners will be published within 1 month from the Closing date on the web page <https://www.tecniplast.it/en/welfarechallenge.html> and remain published for 2 weeks.

10. Prizes

- 10.1. The total amount of Prizes is equal 2 Microsoft Surface computers (1st classified: model SURFACE PRO X – value 1200 euro (TBD); 2nd classified model SURFACE PRO 7 – value 1000 euro (TBD)). The Prizes have to be intended as seen and approved. The Organizer declines any responsibility in case of malfunctions or damages occurred to the Prizes during shipment. The Organizer reserves itself the right to propose an alternative computer model in case the ones listed here would not be available anymore at the moment of the awarding or in case of impossibility to finding them.
- 10.2. In case of impossibility to reach the Winner (non-valid e-mail address or no response within 7 days from the Winners' announcement), the Prize is assigned to the second in the scoring rank. In case of missed prize awarding, the Prize(s) remain available for potential future contests organized by the Organizer.
- 10.3. In case of waiver as set in point 10.2, the Prize will be awarded to the next in the ranking.
- 10.4. Participants cannot be awarded more than once for the same Proposal.
- 10.5. The Organizer will inform the Winners of the process of delivery of the Prize. The Winners shall send to the Organizer a confirmation of delivery of the Prize.

11. Intellectual Property Rights

- 11.1. By submitting the Application, Participants agree that the Organizer is the sole and exclusive owner of all rights, including copyrights, trademarks, trade secret rights and other intellectual property rights, concerning the Proposals (hereinafter referred to as “**Intellectual Property Right(s)**”).
- 11.2. The Organizer shall have the exclusive right to further develop, use and license the Intellectual Property Rights.
- 11.3. The Participant shall refrain from obtaining, or trying to obtain, any Intellectual Property Right.

12. Representations and Warranties

- 12.1. Each Participant represents and warrants that its Proposal is original and that has never been previously used in any other competition, promotion or contest.
- 12.2. Each Participant represents and warrants that each Proposal submitted in this Content does not in any way infringe, in whole or in part, any right, including copyrights, trademarks, trade secret rights and other intellectual property rights of third parties (hereinafter referred to as “**Third Parties' Intellectual Property Rights**”).
- 12.3. Participants shall indemnify and hold harmless the Organizer for any allegations or claims by third parties in case of infringement of Third Parties' Intellectual Property Rights by their Proposals.
- 12.4. Each Participant represents and warrants that its Proposal does not include information or content that is false, fraudulent, defamatory, obscene, hateful, unlawful, or injurious to any individual.
- 12.5. All information, documentation, and data resources put directly or indirectly at the disposal of the Participants by the Organizer shall be treated with confidentiality, not being able to be made known or transmitted in any way to third parties by the Participants, nor commercially exploited.

13. Personal Data

- 13.1. The Organizer will process personal data of Participants according to the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as “GDPR”).
- 13.2. Privacy policy is available on the web site <https://www.tecniplast.it/en/welfarechallenge.html>

14. Exclusion from The Scope of Prize Events

- 14.1. The Contest is a competition outside the scope of the rules governing prize events, pursuant to and in accordance with Article 6, paragraph 1, sub-paragraph a), of the Italian Presidential Decree No. 430/2001, since it should be deemed as an initiative that does not require any prior purchase or payment by Participants and is aimed at rewarding, as payment for performance of work and/or recognition of personal merit, the skills and abilities of the Participants in the creation of the Enrichment (to be understood as scientific work).

15. Acceptance and validity of Terms and Conditions

- 15.1. The participation in the Contest is subject to the acceptance of the Terms and Conditions. By submitting the Application, Participants agree to the present Terms and Conditions.
- 15.2. The Organizer reserves the right to make reasonable amendments to these Terms and Conditions.
- 15.3. Any question regarding these Terms and Conditions or the Contest should be submitted by the dedicated form available on the web page: <https://www.tecniplast.it/en/welfarechallenge.html>

16. Jurisdiction and Dispute Resolution

- 16.1. These Terms and Conditions and the entire Contest are subject to Italian law.
- 16.2. All disputes arising out, or in connection with, this Terms and Conditions, including those concerning its validity, effectiveness, interpretation, execution, and termination, will be under the exclusive jurisdiction of the Court of Milan.