

## TERMS & CONDITIONS OF THE CALL SMARTT Valley - Call4

### 1. Premise

Welcome to the **SMARTT Valley - Call4Solution** innovation portal (hereinafter referred to as the "**Site**"), owned by Fondazione Ergo MTM Italia, with its registered office at Via Albuzzi n. 43 - 21100 - Varese, Italy.

This document containing the terms and conditions of use (hereinafter referred to as the "**Terms**") applies to the "**SMARTT Valley - Call4Solution**" innovation initiative (hereinafter referred to as the "**Initiative**" or the "**Call**") promoted by **Fondazione Ergo** (hereinafter referred to as the "**Organizer**" or the "**Company**"). The terms govern each submission (hereinafter "**Contribution**") made on the Site by third parties, whether they are professionals (formalized or not in a legal entity), companies, industrial partners, start-ups, scale-ups, or innovative SMEs (hereinafter referred to as the "**User**"). The Terms are subject to the jurisdiction of the Italian State, regardless of the User's state of origin when submitting any Contribution.

The Company reserves the right to modify these Terms at its discretion at any time, and the User must formally accept them whenever participating in the Initiative and whenever these Terms are amended.

#### 1.1 Who organizes

Fondazione Ergo MTM Italia, with its registered office at Via Albuzzi n. 43 - 21100 - Varese, VAT number 03286280122, represented by its legal representative Gabriele Caragnano, is the promoting and organizing entity of the Call.

#### 1.2 Theme and Objective

The purpose of the Call is to seek and select innovative entities with solutions and technologies for the transformation of the manufacturing sector, capable of proposing innovative projects based on artificial intelligence to transform the sector into a smarter, more efficient, and sustainable environment. This will foster tangible collaboration between the sponsoring companies of the Call and the participating entities, exploring the following themes: i.) AI for Human-Centered Industry 5.0, ii.) AI-Powered Education for Smart Manufacturing, iii.) Smart & Sustainable Manufacturing with AI.

#### 1.3 When

The Call will open on **March 3, 2025** and will close on **April 4, 2025**.

#### 1.4 Where

The Call will take place online on the innovation portal [[click here](#)].

#### 1.5 Who it is addressed to

**Startups and scaleups** with AI-based technologies for production digitalization, advanced training, worker safety, and sustainability of industrial processes.

**SMEs and innovative SMEs** developing AI-driven tools for smart manufacturing, including predictive maintenance, advanced automation, personalized training, and operational management optimization.

**Research centers & spin-offs** with expertise in AI for workplace safety, energy efficiency, logistics improvement, and process customization.

Anyone belonging to one of the above categories can apply for the Call within the established time frame.

#### 1.6 Cost, registration and penalty

Anyone belonging to one of the above categories (see *paragraph 1.5*) may apply on the Site within the established time frame. There are no restrictions on the number of participants.  
Registration is free of charge.  
Participants may choose to withdraw from the Call at any time until April 4, 2025.

## **1.7 How to carry out the Call**

Registration for the Call is exclusively open to organized entities (see *paragraph 1.5*). Individual participation is not allowed.

No external parties may intervene or interfere with the application of the participating entity.

The Call is a competition, and up to 30 entities will be selected to participate in a dedicated event. Each entity may submit only one solution or technology, with no possibility of presenting multiple proposals.

### **1.7.1 Conditions of access to the Site by the User**

Anyone can freely access and browse the Site. To participate in the Initiative, the User must complete an application form, providing general information about their organization, team composition, and the proposed solution.

The form also requires the upload of a presentation deck to support the application. All data submitted on the Site is strictly personal and non-transferable. The User is responsible for the accuracy of the information provided. The Company cannot be held liable for any improper or fraudulent use of the submitted information.

### **1.7.2 Conditions of use**

The User who intends to participate in the Initiative by proposing any Contribution must accept the following conditions of use:

1. if the User proposes a Contribution on behalf of a legal entity he declares to be a legal representative and / or an authorized person;
2. the User also declares to be of legal age and / or legal capacity according to the law of the country of residence;
3. the User may not, for any reason, intentionally or unintentionally violate any local, national or international law, regulation or standard when submitting the Contribution;
4. the User who participates with his Contribution, regardless of its nature, undertakes not to incorporate inappropriate content, including, for example:
  - racism, bullying or cruelty towards men and animals;
  - politics and political symbols, campaigns or movements;
  - religious references including symbols, buildings or people;
  - sex, nudity, drugs or smoking;
  - swearing;
  - killings, terrorism, horror or tortures;
5. the User undertakes to read and respect any further regulations of the Initiative for which he is proposing his contribution, accessible on the page of the Site dedicated to the Initiative;
6. the User declares that the information pertaining to the proposed Contribution, whether textual and / or documentary, does not violate any obligation of confidentiality towards third parties and is therefore to be considered public information, not confidential;
7. the User may not transmit or facilitate the transmission of any Contribution that violates any patent, trademark, trade secret or other intellectual property rights of any third party;
8. at the time of proposing any Contribution by the User, no contractual obligation or working relationship is established between the Company and the User;
9. the Company is not obliged to provide feedback to the User with reference to the proposed Contribution. In case of interest from the Company, it shall provide feedback to the User, in the absence of temporal and substantial constraints;
10. the Company is entitled to contact the User, using the references he has declared when registering on the Site, whenever he intends to request further information on the proposed Contribution. These interactions and additional information collected by the Company are to be considered non-confidential. If the Company and the User intend to discuss confidential information, they may decide to sign confidentiality agreements specifically declined according to the needs of the parties involved;
11. the Company is not required to return any data, information, materials and documentation published by the User, even in the event of the deletion of the related profile on the Site;

12. the Contribution proposed by the User will be accessible to the Company, to any third parties for which the Initiative has been instantiated on the intermediary of the Company itself, and to other subjects indicated in the Privacy Statement, possibly accepted during registration. The Contribution is in any case to be intended as not viewable by other Users participating in the same Initiative;
13. the Contribution proposed on the Site and the related information entered by the User, together with additions / evaluations of the Company, may be shared with third parties also for commercial purposes of the Company.

### **1.8 Exclusion from the Call**

Participants may be excluded from the Call in case of:

- off-topic projects at the discretion of the jury;
- false generalities;
- projects that do not respect the copyright or intellectual or industrial property rights of others.

To this end, each participant:

- expressly declares that the submitted solution is original and does not, in any way, either in whole or in part, infringe upon the copyright, intellectual property, or industrial property rights of third parties, and hereby indemnifies Fondazione Ergo MTM Italia against any violations arising from their participation in the Call.
- In the case of group projects, acknowledge that the solution does not belong to a single individual but to the team presenting it. Each participant is individually responsible for any potential violations of third-party rights and for any claims brought against them by third parties due to the submitted solution.

Fondazione Ergo MTM Italia is committed to making the environment inclusive and safe for all participants and reserves the right to remove anyone who, among those involved, behaves inappropriately.

### **1.9 Jury and Awards**

The jury, appointed by the Organizer, will independently and at its sole discretion select the participants' contributions eligible for participation in the event.

### **1.10 Material and intellectual property rights on contributions**

Each participant is responsible for the content of their project and guarantees that they are the owner of the project and that they have all the original rights to use it.

In relation to the proposed Contribution, the User accepts the following conditions:

1. the User must give details of any protection of the proposed Contribution, whether total or partial;
2. for the protection of the Contribution, the User must provide and rely independently on adequate protections and legal protections of the Contribution through patents, trademarks, copyright and registrations with the competent authorities;
3. the Contribution proposed by the User, if not protected by intellectual property, could be developed independently by the Company and / or by third parties for which the Initiative has been instantiated, without infringing the User's rights;
4. any additional information sent by the User to the Company may in any case be protected by subsequent confidentiality agreements to be signed between the parties;
5. the User is aware that the acquisition of intellectual property rights, previous to proposing the Contribution, is essential to avoid commercial exploitation by third parties, including the Company itself or the Organizer.

Ad Fondazione Ergo MTM Italia and/or third parties for whom the Initiative has been requested have the right to use (to be understood in a broad sense) all the material produced by the participants of the Call, in the terms that the Organizer will evaluate on a case-by-case basis and without specific forms of compensation other than the awards and benefits awarded. The participants, therefore, accept and grant specifically to Fondazione Ergo, with the participation to the Call, the unconditional right to use what they have produced, even materially in the form of a prototype, in the terms that the Organizer will evaluate on a case-by-case basis.

### **1.11 Promotional rights**

The Call, its procedures, official communications, this regulation, and information regarding the processing of personal data are made publicly available and published by the Company and the Organizer on the Site, the portal [[click here](#)], and on their own social media channels, as well as those of the Call's partners and sponsors.

Fondazione Ergo MTM Italia reserves the right to use the materials produced during the Call, including information about the participants, for promotional purposes, and the participants explicitly accept this right of use.

#### **1.12 Personal data and image rights**

The User acknowledges to have received the information on the use (processing) of personal data by the Company at the time of registration to the Site and has given specific consent to such processing. The personal data collected for the purposes of the Call will be processed, as necessary for the implementation and proper conduct of the Call, in full compliance with the EU Regulation 679/2016 and the current legislation on the protection of personal data. The data will be processed through the use of manual and digital tools by the Company and Fondazione Ergo MTM Italia (Data Controller). The participant, pursuant to art. 15 and following the EU Reg. n.679/2016, may request the modification, integration and/or cancellation of data or oppose their use by writing to [comunicazione@smarttvalley.it](mailto:comunicazione@smarttvalley.it). For more information on the data protection policy, please see [[click here](#)]. The Call will be advertised and photos and videos of the Call may be taken and published on the Call website and on its official social channels.

#### **1.13 Exclusion of D.P.R. 26/10/01 no. 430**

The initiative in question does not fall into the category of "prize competitions" or "prize transactions" as per the Presidential Decree no. 430 of 26/10/01 (Regulations for competitions and prize transactions), art. 6 (Exclusions): "The competitions held for the production of literary, artistic and scientific works in which the awarding of a prize to the author of the chosen work has the nature of consideration for the performance of the work or represents recognition of personal merit or a title of encouragement in the interest of the community are not considered prize competitions and prize transactions".

#### **1.14 Disputes**

Any dispute arising in relation to these regulations and the event shall be referred to the decision of a single Arbitrator, appointed by mutual agreement between the parties, or, in case of disagreement, by the President of the Chamber of Commerce of Milan. The Arbitration will be based and conducted in Milan. The Arbitrator shall make his determination according to fairness and in compliance with the principle of the adversarial procedure within a maximum period of 120 (one hundred and twenty) days. The parties undertake to immediately and punctually implement the Arbitrator's decision, which is recognized as an expression of their contractual will.