



Designflows by Bending Spoons

Rules

1. SPONSOR

The sponsor of the initiative is Bending Spoons S.p.A., with registered office in Milan, Corso Como 15, 20154, taxpayer identification number and V.A.T. number 08931860962 (the “**Sponsor**”), a company operating in the IT-technology area, specialized in the development, distribution, marketing, promotion, and advertising of mobile applications, including innovative graphic features.

2. INITIATIVE AND OBJECTIVES

“*DESIGNFLOWS by Bending Spoons*” is a competition aiming to reward the skills and merits of the best professional or amateur designers in the field of mobile UI design (the “**Competition**”). Further, the Competition discovers and connects the best artistic talents in the field of mobile UI design.

3. ELIGIBILITY REQUIREMENTS

Participation in the Competition is free and is open to individuals who, at the date of registration, are (“**Participant/s**”):

- At least 18 years old
- Citizens of a European country (including Russia and Turkey) having their residence or domicile anywhere in the world, or non-European citizens having their residence or domicile within Europe (including Russia and Turkey)

Participation in the Competition is reserved to natural persons. Participants who registered to the Competition with their personal information will be considered as the sole author of the mobile UI design work submitted for the Competition (“**Submission**”) for all purposes, including all rankings and prizes. The Sponsor reserves the right to request documents to verify the Participants’ compliance with the eligibility requirements.

4. REGISTRATION

Participants must register for the Competition no later than 4 October 2021 by entering the Competition website www.designflows.it (“**Website**”) and apply. The Sponsor reserves the right to close registrations in advance if they reach a number exceeding the Sponsor’s actual organizational capacity. The Sponsor



reserves the right to exclude from the Competition, at any stage, anyone who during the registration phase has entered, or subsequently communicated, untruthful or inaccurate personal information.

5. JURY AND EVALUATION

The Submissions will be evaluated by two different jury panels at different times. The members of the first jury panel will be directors, employees or representatives of the Sponsor (the “**First Jury**”). The members of the second jury panel will be third parties with expertise in the field of design (“**Second Jury**” and, together with the First Jury, “**Juries**”). The Sponsor reserves the right to designate the members of the Juries in its sole discretion. The names of the members of the Second Jury will be made publicly available on the Website. Each member of the Juries will evaluate independently the anonymous Submissions of each Participant and will assign a score based on the following criteria, weighted as follows:

- Usability (50%)
- Creativity (25%)
- Polish (25%)

Participants acknowledge and accept that the Juries are independent, final adjudicators of the evaluations and that will not justify their decisions. Participants agree not to object to or challenge the composition, decision making process, or any judgements of the Juries. The Juries’ judgement is final and not subject to appeal. Any attempt of a Participant to contact one or more members of the Juries with matters regarding the Competition will automatically disqualify and exclude such Participant from the Competition.

6. STAGES OF THE COMPETITION

On 8 October 2021, at 7 p.m. CET, each Participant will receive a creative brief sent to the email address provided by the Participant during the application process, indicating the specifications of the mobile UI design work to be created for the Competition. Participants are allowed to use any tool they deem necessary for the creation of the Submission. The work must be submitted as a zip file (containing both a PNG and mp4 files) no later than 11 October 2021, at 10 a.m. CET. The file will have to be named according to the instructions that will be included in the brief to ensure complete anonymity and prevent it from being connected to a Participant. Participants who include their name in the Submission or make it recognizable or traceable in any way will be disqualified and excluded from the Competition. Any late submission or submission in a format other than the required one will not be taken into account for the Competition.

1. FIRST EVALUATION

The First Jury will evaluate the Submission of each Participant who successfully submitted it in accordance with the relevant instructions, and each member of the First Jury will independently assign a score (“**First Evaluation**”). All the Submissions will be ranked by the average score assigned by the First Jury and the top 50 Submissions will be admitted to the Second Evaluation. In case of a tie among multiple



Submissions for the fiftieth position, all the Participants ranking in the fiftieth position will access the Second Evaluation.

2. SECOND EVALUATION

The Second Jury will evaluate the Submissions of the Participants selected by the First Jury pursuant to the First Evaluation, and each member of the Second Jury will independently assign a score as described in these rules (“**Second Evaluation**”). The score assigned by the Second Jury will not take into account the First Evaluation. The Submissions will be ranked by the average score assigned only by the members of the Second Jury. The final ranking, and therefore the winners of the Competition, will be determined only in accordance with the Second Evaluation. In case of a tie among multiple Participants, the Participants will split equally the prize for the corresponding ranking. The 40 best ranked Participants will also be invited to take part in the awards ceremony to be held at the Sponsor’s offices in Milan, Corso Como 15, or remotely (depending on the safety prescriptions in force at the time of the event), on 5 March 2022 or such other date that the Sponsor will promptly communicate (“**Awards**”).

7. LOGISTICS

The Sponsor reserves the right to make any change to the organization of the Competition (including the dates, process, duration, prizes, and Awards) and to cancel it for justified reasons, including health and safety concerns. All participants will be promptly informed of any change. The Sponsor will not be liable for any such changes. If the Awards take place in Milan, the Sponsor will provide accommodation in Milan for Participants that attend the Awards, if they so wish, for the night of the Awards, and either the night before or after. Accommodation will be chosen and booked by the Sponsor, in its sole discretion, using a travel agency, and based on the information provided by Participants. One meal for all Participants who are invited to attend the Awards will be provided by the Sponsor on the day of the Awards.

In addition, the Sponsor will pay for documented travel costs incurred by Participants to and from Milan—or where the Sponsor decides the Awards will take place—up to a maximum gross amount of Euro 300 per Participant: (i) if the Participants are travelling by train or plane, the Sponsor will purchase the necessary travel tickets (air or rail fare) through a travel agency; (ii) if the Participants are travelling with their own vehicle, they can request reimbursement of tolls and fuel expenses by submitting to the Sponsor the relevant receipts within 48 hours after the conclusion of the Awards. Reimbursement of tolls and fuel expenses will be paid to the Participant together with the payment of the prizes. Reimbursement of expenses will be paid net of any withholding taxes. All such taxes required to be withheld will be an expense of and borne by the Participant.

8. PRIZES

The total value of the Competition prizes is equal to a gross amount of Euro 52,000 and will be assigned in cash, as set forth below.



- For each Participant qualified for the Awards: a gross amount of Euro 300 (“**Awards Qualification Prize**”)
- Winner: a gross amount of Euro 20,000, in addition to the Awards Qualification Prize
- Runner-up: a gross amount of Euro 13,000, in addition to the Awards Qualification Prize
- Third place: a gross amount of Euro 7,000, in addition to the Awards Qualification Prize

If one or more prizes are not awarded, such prizes will be split among all the Participants qualified for the Awards.

9. PROCEDURE TO AWARD PRIZES

To receive the prizes, Participants must:

- Before the commencement of the Awards, communicate to the Sponsor their IBAN, SWIFT code, address, date of birth, tax code, and VAT number (if applicable), as necessary payment information for the disbursement of prizes; and
- As soon as possible after the conclusion of the Awards, send to the Sponsor the signed receipt for occasional provision of services (in the format provided by the Sponsor), or, for those Participants having a VAT number, their invoice

Conditioned upon the Participant’s compliance with the previous sentence, prizes will be disbursed by the Sponsor no later than 5 working days after the conclusion of the Awards by wire transfer to the IBAN communicated by the Participants. Prizes will be paid net of any withholding taxes. All such taxes required to be withheld will be an expense of and borne by the Participant.

10. INTELLECTUAL PROPERTY RIGHTS AND PARTICIPANTS’ STATEMENTS

As between the Sponsor and the Participants, the Participants retain all rights, title and interest, including all intellectual property rights, in and to their Submissions. Participants grant the Sponsor and its affiliates a worldwide, perpetual, non-exclusive, royalty-free, transferable, sub-licensable, irrevocable right and license to use, reproduce, publicly display, make available to the public, publicly perform, distribute, synchronize, translate, incorporate, and adapt the Participants' Submissions for the purposes of the Competition in all media now known or developed in the future, including for the purposes of promoting any edition of the Competition, reviewing and evaluating the Submissions, and assessing Participants' compliance with these rules. Participants state that their Submissions are their original creations and/or that they have all the rights required to submit them and to grant the Sponsor the right and license set forth in these rules. Participants further state that they will not make any Submission that (i) infringes any intellectual property right, privacy or publicity rights of any party, (ii) breaches any law or right of any third party, or (iii) is intended to damage or interfere with any system, data, or information. The Submissions must not have been previously used in any other competition, promotion, or contest. The Submissions



must not include information or content that is false, fraudulent, defamatory, obscene, hateful, unlawful, or injurious to anyone.

The Participant grants the Sponsor, in consideration for the prize paid by the Sponsor to the Participant (if any) and the opportunity of the Participant to take part in the Competition, an option to a worldwide, non-exclusive, transferable, sub-licensable, royalty-free right and license to use, reproduce, publicly display, make available to the public, publicly perform, distribute, synchronize, prepare derivative works of, incorporate in products or services, adapt, modify, translate, or otherwise exploit (including, without limitation, for commercial purposes) after the Competition, all or any portion of the Submission, in all media now known or developed in the future, for the term and under the economic conditions that the Sponsor and the Participant agree in writing upon the Sponsor's notification that it wishes to exercise the option. The Sponsor may elect to exercise such option by notifying the Participant within 30 days after the conclusion of the Awards and the Participant shall not license, exploit or authorize to third parties during such period of time.

11. PARTICIPANT'S LIABILITIES, SPONSOR'S LIMITATION OF LIABILITY, AND INDEMNIFICATION

By participating in the Competition the Participant agrees to these rules. Any Participants who, according to the unquestionable judgment of the Sponsor or the Juries, have breached any provisions of these rules, or may have win by means or tools capable of circumventing the normal course of the Competition, will be excluded from the Competition and will not be awarded any prize (or will be required to return any prizes already awarded). The Sponsor reserves the right to carry out any control the Sponsor deems reasonable to safeguard the correctness of the Competition. The Sponsor reserves the right to proceed, within the terms deemed most appropriate, and in compliance with applicable laws, to restrict and prevent any initiative aimed at circumventing the Competition. Before awarding the prizes, the Sponsor reserves the right to perform all the necessary controls, including the verification of the Participants' compliance with the Competition's eligibility requirements. The Sponsor will assume no liability in case of use and/or abuse of the Submissions produced by the Participants or of any exploitation of such Submissions by any third party. The Sponsor will not be liable for problems of access, impediments, malfunctions or difficulties concerning technical tools, telephone line, cables, electronics, software and hardware, transmission and connection, or Internet connection, that may prevent a Participant from accessing the Website, submitting their Submission, or otherwise participating in the Competition. The Sponsor will not be liable for failure to receive, or incomplete receipt of, the registration, for any reason, including in case the data relating to a Participant's registration have not been received or are illegible. The Sponsor will not be liable if any email concerning the Competition couldn't be delivered to the Participants for reasons out of the Sponsor's control. During the Competition, each Participant will be required to take all appropriate measures to safeguard their data or software stored in their IT equipment against any attack. The Sponsor will not be liable in this regard either for any contamination by any computer virus or for the intrusion of any third party in the Participant's IT equipment. The Sponsor will not be liable for any damage caused to Participants, their IT equipment, or data, as well as for any consequences to their personal or professional



activity. Participants shall use the Sponsor's premises and any materials or equipment made available by the Sponsor with the utmost care and diligence and will abide by any safety rules in force and any other instructions given by the Sponsor in the context of the Competition. The Participants waive any claims for damages and/or indemnification against the Sponsor, in any capacity, for any reason or cause. Each Participant will be solely liable for their acts and their Submission, and the Sponsor will have no liabilities whatsoever in this respect. Each Participant will indemnify the Sponsor, its parents, subsidiaries, affiliates, distributors, licensees, permitted assigns, directors, officers, employees and agents from all liabilities, losses, claims and damages arising out of any Participant's breach of the statements or covenants made pursuant to these rules.

12. PRIVACY AND AUTHORIZATION TO USE PERSONAL IMAGE

Sponsor will process Participants' 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 the Participants during the application process.

Participants expressly authorize, consent and grant to the Sponsor, free of any charge, the right to record and use their image, likeness, voice, conversations, name, biographical and identification information pursuant to Article 10 of the Italian Civil Code, Article 96 and 97 of Italian Law 233/1941, and any other applicable law, in and in connection with the results and proceeds of the audio-visual recordings and photography of the Competition, for the advertising, publicizing and commercialization of the Competition, in all media now known or hereafter devised, for an unlimited number of times, in any territory, and in any language.

13. EXCLUSION FROM THE SCOPE OF PRIZE EVENTS

"*DESIGNFLOWS by Bending Spoons*" 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 Presidential Decree No. 430/2001. That is because the Competition is an initiative that does not require any prior purchase or payment by Participants and it 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 mobile UI designs (to be deemed as artistic work).

14. GENERAL

The laws of Italy, excluding its conflict of law provisions, will govern these rules and the Competition. If you are a consumer resident in the European Union, these rules will not affect the mandatory laws and statutory consumer rights of your country of residence. 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. If you are a consumer



resident or domiciled in the European Union, you may submit your claim to the court of your place of residence or domicile. These rules are available on the 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 Website. Any communications or requests for information related to the Competition must be sent by email to info@designflows.it indicating “Designflows” in the email subject.

Pursuant to articles 1341 and 1342 of the Italian Civil Code, Participants declare they have read and specifically accept sections 5, 10, 11, 12, and 14 of these rules.