

Contest rules

Article 1 Applicable law

1.1 The Italian law applies to these regulations.

Article 2 Promoter

2.1 Taiao S.b.r.l., tax code and VAT number 02683900464, enrolled in the Register of Companies of the Chamber of Commerce, Industry, Crafts and Agriculture of North-West Tuscany under REA number LU-258538, with registered office in Lucca (LU) cap 55100, hamlet of San Pietro a Vico, via del Borghetto 75/D, in the person of its legal representative pro tempore Marco Grossi, born in Pisa (PI), on 27/09/1989, in his capacity as Sole Director, domiciled there for the purpose and endowed with the necessary powers, hereinafter the Promoter.

Article 3 Delegated Subject

3.1 Taiao S.b.r.l., tax code and VAT number 02683900464, enrolled in the Company Register of the Chamber of Commerce of North-West Tuscany under REA number LU-258538, with registered office in Lucca (LU) cap 55100, hamlet of San Pietro a Vico, via del Borghetto 75/D, in the person of its legal representative pro tempore Marco Grossi, born in Pisa (PI) on 27 September 1989, as Sole Director, domiciled there for the purpose, with the necessary powers, hereinafter referred to as Taiao.

Article 4 Aims of the contest

4.1 This contest is held with the aim of raising awareness of collective interest issues concerning environmental and social sustainability.

Article 5 Contest Name and Theme

5.1 This contest is called “The Shapes of Water”.

5.2 This contest is inherent to the theme of water in its various aspects with reference to water landscapes at a general level.

Article 6 Subject and nature of the contest

6.1 The contest is of an artistic nature and is aimed at the production and publication, by users, of artistic photographic works dealing with issues of environmental and/or social sustainability.

Article 7 Exclusions

7.1 Pursuant to article 6, paragraph 1, letter a) of Presidential Decree 430/2001, “Regulations concerning the organic revision of the rules governing contest and prize-winning operations, as well as local lottery events pursuant to article 19, paragraph 4, of Law no. 449 of 27 December 1997”, this Contest is one of the prize-winning activities excluded from the above-mentioned Presidential Decree 430/2001. 449 of 27 December 1997”, this Contest is one of the prize activities excluded from the rules of the aforementioned Presidential Decree 430/2001 since it is organised for the production of artistic works, for which the awarding of the prize to the author represents recognition of personal merit and/or encouragement in the interest of the community.

Article 8 Addressees

8.1 The addressees of this contest are all registered users of the Taiao app who are at least 18 (eighteenth) years old on the date of registration.

Article 9 Territorial scope and declaration of residence

9.1 Only those who declare to be residents of Italy may participate in this contest.

Article 10 Operation of the contest

10.1 Throughout the duration of the contest, and/or prior to the contest itself, Taiao and the Promoter may invite registered users of the Taiao app to participate in the contest, as well as third parties to download the Taiao app, also by using the channels referred to in article 18 of these contest rules, without this excluding the possibility of using different and/or additional channels.

10.2 The contest functions as follows:

Article 10.2 a) Modalities of participation

Participation in the contest is free of charge.

In order to participate in the contest, it is necessary:

- download the Taiao app via Google Play or App Store;
- proceed with the registration to the Taiao app by creating a personal account with the required data; to proceed with the creation of the account, it is necessary to express consent to the processing of personal data, to the terms of use and conditions of the app, and to declare to be of age. Each user may only proceed to a single registration to the app by using a single email address; Taiao remains exempt from any obligation of control. The use of email addresses activated on platforms that only provide temporary email addresses is expressly prohibited;
- registration on the Taiao app does not imply any obligation for the user to participate in the contest, to vote and/or in any way to act or interact in the app;
- for the purposes of participation, the user must upload no. 1 (one) post consisting of no. 1 (one) photograph, exclusively related to the theme of the contest as set out in article 5 of these regulations, and assign a title to it;

- the publication of the post can only take place in the first part of the month, as indicated by the countdown in the Contest section;
- the user can not delete the published post;
- each user may participate in this contest only once;
- after publication, the user receives a pop-up message confirming receipt of the post, and that the post is in an approval status by Taiao; only after approval the post is made public and therefore viewable on the Taiao app;
- each approved post is displayed in vertical format, by all users in the Home section for the duration of the contest, and in the Profile section with no time limit;

Article 10.2 b) Awarding and counting of points

- points are awarded for each published and approved post, in the voting phase, which takes place in the second part of the month as per the countdown in the Contest section, through the allocation of Stars by users registered to the app, or who register before the contest deadline; in the same way, voting can also be expressed by contest participants;
- each Stars is worth one point;
- the maximum number of Stars available to each user is 3 (three) per contest;
- each user may award a maximum of 1 (one) star per post;
- the final ranking of the contest is based on the number of Stars awarded to each post;
- 1 (one) winner is declared for each contest. The winner is the person who published the post that obtained the highest number of Stars;
- each user can view the Top Ten ranking of the contest in the Showcase section;
- the overall ranking of all participants in each contest can be found in the Contest – History section;
- the stars obtained by each user in this contest do not count towards the ranking of other contests.

Article 10.2 c) Duration

The duration of this contest is 1 (one) month and starts at 00:00:00 (UTC +1) on the 1 of February 2025 and ends at 23:59:59 (UTC +1) on the 28 of February 2025.

The post must be published in the first part of the month, as indicated by the countdown in the Contest section.

In order to determine the ranking, the Stars are counted in the second half of the month, as indicated by the countdown in the Contest section.

Article 10.2 d) Determination of the ranking and the winner

The winner of the contest is the user who has uploaded, in compliance with these rules, the post that at the conclusion of the contest as regulated in article 10 letter c), has obtained the highest number of Stars.

In the event of a tie in the number of Stars obtained, the user with the most comments wins.

In the event of a tie in the number of comments obtained, the user who first subscribed to the app wins.

The winner is expressly forbidden to publish the winning post again in a subsequent contest; Taiao is not obliged to carry out any verification and, in any case, reserves the unquestionable right to exclude the user in the event of violation of this prohibition.

In all cases where the user declared the winner is excluded from the contest due to violation of these rules and/or the terms and conditions of use, or proceeded to delete his/her account, the user whose post is the next highest ranked in accordance with these rules is declared the winner.

The user declared the winner can be seen in the Showcase section.

Article 10.2 e) Notification to the winner

The communication to the winner is made at the email address with which he/she registered for the app.

The communication will be sent to the winner no later than 7 (seven) days after the end date of the contest.

In the communication, and for the purposes of receiving the prize, Taiao reserves the right to ask the winner to send the following documentation:

- copy of a valid identity document;
- confirmation of personal data;
- confirmation of the email address for the shipment of the prize;
- possible choice of gift card if there are two or more options.

The winner, in order to receive the prize, and where required, must send what is listed above to Taiao no later than 7 (seven) days from the date of sending the communication.

In the event that the winner does not respond within the specified time or responds late, the prize shall be deemed not to have been collected and shall therefore not be delivered to the winner. Non-collection of the prize is governed by art. 20 of these contest rules.

Taiao is exonerated from liability arising from any non-receipt, delay in reply, failure to send the documentation and/or incompleteness thereof.

Article 11 Jury

11.1 The jury is made up of all Taiao users present at the time the contest starts and/or registered at a later date as long as it is before the contest ends.

11.2 In the event that the user who has voted deletes his or her account from the app, the Stars awarded to the posts in the competition by that user will still count for voting purposes.

Article 12 Liability

12.1 Taiao and the Promoter cannot be held liable under any circumstances for:

- any error inherent in and/or resulting from web network problems, and/or any type of inefficiency, including due to the temporary or permanent reduction of the web

network or its absence, as well as for non-participation in the contest resulting therefrom;

- registrations and/or entries for any reason whatsoever that are incorrect and/or incomplete and/or contain even partially incorrect data, as well as for registrations received at a time not appropriate for participation in the contest and for registrations made with false or misleading statements;
- the unavailability and/or non-usability of the information and/or of the App;
- any other type of problem, such as, but not limited to, human and/or electronic errors, web network and/or telephone connections, any hardware and software, and in any case any loss of information provided by participants in the event that it is not directly dependent on the misconduct of Taiao and/or the Promoter;
- the loss of accumulated points due to any reason that does not directly depend on the misconduct or in any case on the wilful misconduct of Taiao and/or the Promoter;
- the inability of the participant to understand and use the app;
- the exclusion of any user who enters the contest with content that does not comply with the indications provided in the rules, and in any case with content that is contrary to morality, mandatory rules and public order, even if he/she is the winner of the contest;
- delays in any communication not directly due to Taiao's grossly negligent or wilful misconduct;
- any information provided by users, even if untruthful, including, but not limited to, information concerning the age of majority, grounds for exclusion, autonomy and/or capacity of any kind;
- the verification and tracking of the Stars assigned by users.

Article 13 Communications and reports by the user

13.1 Any communication and/or report may be sent by the user to the e-mail address ciao@taiao.fun.

Article 14 User Commitments, Indemnity and Recourse

14.1 The user, for himself/herself, heirs and successors in any title, agrees to provide, at all times, true and correct information and/or information that does not harm the rights of third parties, keeping them constantly updated by changing them in the Edit Profile section, and relieving Taiao and the Promoter, for himself/herself, heirs, and successors in any title, at all times and in any case from false and/or incorrect information, even partially and/or in any way harmful to the rights of third parties, and expressly exonerating Taiao and the Promoter from the verification of the same.

14.2 You, for himself/herself, heirs, and successors in any title, waive all claims against Taiao and the Promoter.

14.3 In any case, if the User receives complaints from third parties concerning any information provided by the user at any time, and in any case at each interaction of the user with the Taiao app, the user agrees to promptly notify Taiao, at ciao@taiao.fun; Taiao and the Promoter cannot in any case be held responsible for the non-receipt of such notification.

14.4 Taiao and the Promoter can also never be held liable in any way for posts published by the user, even those that are approved.

14.5 The user may not contest the awarding of Stars and/or the ranking.

Article 15 Clarifications

15.1 Taiao reserves the right, at its unquestionable discretion, to delete posts, captions, phrases, quotes, and in any case any representation and/or reference, direct and/or indirect, to violence, whether verbal or physical, against morality or public order, and in any case offensive, discriminatory or in any case not related to the contest.

15.2 In all cases, Taiao reserves the right to delete users who do not comply with these rules and/or the terms and conditions of use.

15.3 Deletion is not communicated to the user in any way by Taiao and/or the Promoter.

15.4 The deleted user immediately loses the accumulated Stars and is not entitled to any complaints.

15.5 In this regard, all users who see what is indicated in point 1 of this Article may proceed to notify the e-mail address ciao@taiao.fun.

Article 16 Ownership of Works and Release

16.1 The user guarantees that the contents of the published posts do not come from other sources, such as, purely by way of example and in no way exhaustive, from paper and/or online magazine shots or screenshots taken from devices and/or screens of any kind. The posts may be created with artificial intelligence, without prejudice to any and all exclusion of liability for Taiao and the Promoter with regard to any claims and/or disputes on the authorship and in any case on any right inherent to the same, with express indemnity and exclusion of recourse for Taiao and the Promoter.

16.2 The user also guarantees that the contents of the published posts do not violate any legal provisions or the rights of third parties, and agrees to indemnify and hold harmless Taiao and the Promoter from any damage or prejudice that the latter may suffer as a result of the publication of the images on the app, and in any case from any claim by third parties.

16.3 The user warrants that the content of the post submitted in the contest is absolutely original and authentic and that no third parties have contributed and/or contributed in any way to its creation.

16.4 The user declares and warrants that he/she is the owner of the rights to the content of the post and that it does not violate any third-party rights of any kind (including copyrights, copyrights, intellectual or industrial property rights, rights to name and/or image, honour and/or decorum, or other personality rights and/or property rights, etc.).

16.5 The user expressly exonerates Taiao and the Promoter, for for himself/herself, heirs and successors in any title, from any responsibility that may arise for them due to the reproduction of the work, even by third parties, and agrees to indemnify and hold harmless Taiao and the

Promoter from any prejudicial consequences that they may suffer due to the violation of rights, even of third parties, caused by the use of the content of the post.

16.6 The post published by the user is visible to other registered users of the Taiao app as well as to third parties, including non-subscribers.

16.7 The user authorises, without any time limit, the publication and dissemination of posts published on the Taiao app, as well as their storage.

16.8 Taiao and the Promoter may freely use the post published by the user, including for the purposes of communication, dissemination and promotion of the contest and/or the app and/or the Promoter, and in any case of related initiatives.

16.9 All authorisations are granted by the user free of charge.

Article 17 Responsibilities and Obligations

17.1 The user hereby certifies and confirms to be valid for all legal purposes:

- that the posts do not contain material that is in any way, even implicitly or allusively violent, discriminatory, obscene, contrary to morality, public order or the law;
- the exclusive use of a single personal account, which he/she undertakes not to pass on to third parties;
- refraining from using offensive, commercial/advertising, or vulgar usernames;
- refrain from assigning any rights arising from the acceptance of these rules and/or the winning of the contest to third parties.

Article 18 Advertising

18.1 The contest and the published posts may be disseminated and publicised, by Taiao and/or the Promoter, on the Taiao app, on all Taiao and Promoter's social channels, as well as on Taiao and Promoter's web pages, and in any other place as long as it does not harm the user.

Article 19 Prize

19.1 The prize for the winner of the contest is a gift card equal to euro 100.00 (one hundred point zero zero) issued by Epipoli S.p.A.. The terms and conditions of use can be consulted at the following link: [MyGiftCard Plus Green](#); privacy policy can be found at [MyGiftCard Plus Green](#); cookies policy can be found at [MyGiftCard Plus Green](#).

19.2 In the event that it is not possible to send the aforementioned gift card, Taiao reserves the right to send a different one of the same amount.

Article 20 Award Deadline

20.1 The prize is sent to the winner of the contest no later than 30 (thirty) days after the winner sends the documents referred to in Article 10.2 letter e) of these rules. In the event that Taiao

does not request further information from the winner, Taiao agrees to send the prize within 15 (fifteen) days after the contest ends.

20.2 The prize is sent by e-mail to the address used by the winner during registration.

Article 21 Non-withdrawal of Award

21.1 Non-awardable prizes increase the budget for projects in the Ground section, also in agreement with the sponsor.

Article 22 Amendments, updates and variations

22.1 These contest rules may be amended in order to update them and/or to comply with legal regulations.

Article 23 Disputes and jurisdiction

23.1 In the event of disputes relating to this dispute by the user as a consumer, Article 66 of the Consumer Code (Legislative Decree No. 206 of 6 September 2005) shall apply with regard to territorial jurisdiction, if the prerequisites are met.

23.2 In the event that the prerequisites set forth in section 23.1 of these regulations are not met, recourse shall be had to the ordinary criteria laid down in the Code of Civil Procedure (Royal Decree No. 1443 of 28 October 140).

23.3 In all cases in which the law does not provide otherwise, the Court of Lucca shall have jurisdiction for any dispute arising from this agreement.

Article 24 Exclusions from involvement in the competition

24.1 Any involvement of Apple and/or Google in the competition and/or in the awarding of prizes and/or in any dynamics in any way concerning the competition itself is expressly excluded.

24.2 Under no circumstances shall prizes be drawn; in any case Apple and/or Google would not be involved in the lottery in any way.

24.3 It is also made clear that Apple and/or Google do not, under any circumstances, play any role as sponsors.

Article 25 Privacy

25.1 Users who participate in the contest declare that they have read, at the same time as registering with the Taiao app, the information notice pursuant to art. 13 GDPR concerning the processing of personal data for the purposes of managing also all the stages and procedures of the contest, without prejudice to their right to exercise their rights pursuant to EU Regulation 2016/679 (art. 15 to 22).

Users who participate in the contest also declare that they have accepted the art. 13 GDPR notice when registering for the Taiao app.

The art. 13 GDPR notice remains available for consultation on the Taiao website <https://taiao.fun/en/privacy>, and is accessible from the side menu of the Taiao app.

25.2 All data provided shall be processed in accordance with the regulations on the processing of personal data in relation to the requirements of the contest and the applicable legislation.

25.3 The data are processed within the European Union by the parties involved and authorised for the fulfilment of the compulsory fulfilments required by the applicable law and regulation.

25.4 By publishing the post and participating in the contest, you declare that you are aware that the post may be published on other channels, including social networks, websites, pages, platforms, and that the image may become irreversibly public. Therefore, Taiao and the Promoter cannot be held liable for any direct and/or indirect consequences resulting from the publication itself as well as for its use, including abusive and/or illicit use by third parties. Taiao and the Promoter therefore invite you to avoid sending material that contains elements that are irrelevant to the contest and/or additional to the contest itself, and also to avoid tracing them back to individuals, especially those under the age of 18 (eighteen), to residences and/or homes, as well as to locations, without this in any way constituting a control obligation for Taiao and/or the Promoter.

Article 26 Acceptance of Conditions

26.1 Acceptance of these rules is a necessary condition for participation in the contest and must necessarily be provided by the user before the post is published.

26.2 In any case, participation in the contest implies acknowledgement and acceptance of these regulations.

Article 27 Unfair Terms

27.1 Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code the User acknowledges and declares that this document has been carefully analysed and evaluated in every single part and, therefore, by signing below, the following articles are specifically confirmed and approved article 7 Exclusions; article 10 Operation of the contest; article 12 Responsibility; article 14 User's commitments, indemnity and recourse; article 15 Clarifications; article 16 Ownership of the works and disclaimer; article 17 Responsibility and obligations; article 18 Advertising; article 20 Deadline for delivery of the prize; article 21 Non-collection of the prize; article 22 Changes, updates and variations; article 23 Disputes; article 25 Privacy; article 26 Acceptance of the conditions.