

Taiao Contest Rules - 4/25

Article 1 Applicable law

1.1 These Contest rules are governed by Italian law.

Article 2 Promoter

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

Article 3 Delegated Subject

3.1 Taiao S.b.r.l., tax code and VAT number 02683900464, registered in the Register of Companies of the Chamber of Commerce, Industry, Crafts and Agriculture of North-West Tuscany under REA number LU-258538, with headquarters in Lucca (LU) postcode 55100, hamlet of San Pietro a Vico, via del Borghetto 75/D, in the person of its pro tempore legal representative Marco Grossi, born in Pisa (PI) on 27 September 1989, as Sole Administrator, domiciled therein for the office, vested with the necessary powers, hereinafter **Taiao**.

Article 4 Purpose of the contest

4.1 This contest has been organised with the aim of raising awareness among users on issues of collective interest regarding environmental and social sustainability.

Article 5 Name and theme of the contest

5.1 This contest is called 'A shot for biodiversity!'.

5.2 This contest is related to the theme of biodiversity and the protection of animal species.

Article 6 Subject and nature of the contest

6.1 The contest has an artistic nature and aims at the production and publication by users of artistic photographic works that focus on issues of environmental and/or social sustainability.

Article 7 Exclusions

7.1 In accordance with Article 6, paragraph 1, letter a) of Presidential Decree 430/2001, 'Regulations concerning the organic revision of the rules governing competitions and prize competitions, as well as local lotteries pursuant to art. 19, paragraph 4, of law no. 449 of 27 December 1997', this Contest is one of the prize competitions excluded from the regulations of the aforementioned Presidential Decree. 430/2001 in that 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 an incentive in the interest of the community.

Article 8 Recipients

8.1 The recipients of this contest are all users registered with the Taiao app who, on the date of registration, are at least 18 (eighteen) years of age.

Article 9 Territorial scope and declaration of residence

9.1 Only those who declare that they are resident in Italy may participate in this contest.

Article 10 Contest operation

10.1 Throughout the duration of the contest, and/or prior to it, Taiao and the Promoter may invite users registered with the Taiao app to participate in the contest, as well as third parties to download the Taiao app, including through the use of the channels referred to in Article 18 of these rules, without excluding the possibility of using different and/or additional channels.

10.2 The contest works as follows:

Article 10.2 letter a) How to participate

Participation in the contest is free of charge.

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

- download the Taiao app via Google Play or App Store;
 - proceed to register on the Taiao app by creating a personal account with the required data;
- to proceed with the creation of the account it is necessary to give consent to the processing of

personal data, to the terms of use and conditions of the app, and to declare to be of legal age. Each user can only register once on the app using a single email address; Taiao is exempt from any obligation to check. It is expressly forbidden to use email addresses activated on platforms that only provide temporary email addresses;

- registration with the Taiao app does not imply any obligation for the user to participate in the contest, to vote and/or in any case to take any action or interaction within the app itself;
- in order to participate, the user must upload 1 (one) post consisting of 1 (one) photograph, exclusively related to the theme of the contest referred to in article 5 of these rules, and assign a title to it;
- the post can only be published in the first part of the month, as indicated by the countdown in the Contest section;
- if the user proceeds to delete their account during the post publication phase, Taiao will delete any posts published by the user. During the voting phase, the post remains published and visible; in any case, and at any stage, the user cannot independently delete the post in the competition;
- each user can only participate in this contest once;
- following publication, the user receives a pop-up message confirming that the post has been received and is awaiting approval by Taiao; only after approval is the post 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 without time limits;

Article 10.2 letter b) Attribution and counting of points

- points are awarded to each post published and approved, during the voting phase, in the second part of the month as per the countdown in the Contest section, through the assignment of Stars by users registered in the app, or who register before the contest deadline; in the same way, votes can also be cast by those participating in the contest;
- each Star worths one point;
- the maximum number of Stars available to each user is 3 (three) for each contest;
- each user can award a maximum of 1 (one) Star per post;
- the final ranking of the contest is drawn up based on the number of Stars awarded to each post;
- 1 (one) winner is declared for each contest. The winner is the user 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 general ranking for all participants in each contest can be consulted 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 letter c) Duration

This contest will run for 1 (one) month, starting at 00:00:00 (UTC +1) on 1 of May 2025 and ending at 23:59:59 (UTC +1) on 31 of May 2025.

This time may vary by one (1) hour as a result of the start of daylight saving time.

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

For the purpose of determining the ranking, Stars are counted in the second part of the month, as indicated by the countdown in the Contest section.

Article 10.2 letter d) Determining 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 end of the contest as governed by 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 who has received the most comments wins.

In the event of a tie in the number of comments obtained, the winner will be the user who first published the post in the contest.

The winner is expressly prohibited from reposting the winning post in a subsequent contest; Taiao is not required to carry out any verification and, in any case, reserves the unquestionable right to exclude the user and/or the post and/or the email in case of violation of this prohibition. In all cases in which 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 has proceeded to cancel their account, the winner will be the user whose post is classified immediately below in accordance with these rules.

The user declared the winner will be visible in the Showcase section.

Article 10.2 letter e) Communication to the winner

The winner will be contacted at the email address used to register for the app.

The winner will be contacted no later than 7 (seven) days from the end of the contest.

In the communication, and for the purpose 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 details;
- confirmation of email address for prize shipment;
- choice of gift card, if there are two or more options.

In order to receive the prize, the winner must send the above to Taiao no later than 7 (seven) days from the date of sending the communication, where required.

If the winner does not reply within the indicated time period or replies late, the prize will be considered unclaimed and therefore will not be awarded to the winner. Failure to collect the prize is regulated by art. 20 of these rules.

Taiao is exempt from any liability arising from non-receipt, delayed response, failure to send documentation and/or incompleteness of the same.

Article 11 Jury

11.1 The jury is composed of all Taiao users present at the start of the contest and/or registered at a later date, provided it is before the end of the contest.

11.2 In the event that the user who has voted cancels their account from the platform, the Stars assigned to the posts in the competition by the same user are still counted for voting purposes.

Article 12 Liability

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

- any error inherent in and/or consequent to network problems, and/or any type of disservice, also due to the temporary or permanent reduction or absence of the network, as well as for the consequent non-participation in the contest;

registrations and/or enrolments that are incorrect and/or incomplete and/or contain data that is partially incorrect, even if for any reason whatsoever, as well as registrations received too late to participate in the contest and registrations made with false or misleading statements;

the unavailability and/or non-usability of the information and/or the App;

- any other type of problem, such as, by way of example only, human and/or electronic errors, network and/or telephone connections, any hardware and software, and in any case any loss of the information provided by the participants in the event that the same does not depend directly on the incorrect conduct of Taiao and/or the Promoter;

- the loss of points accumulated for any reason not directly depending on misconduct or wilful intent on the part of Taiao and/or the Promoter;

- the inability of the participant to understand and use the app;

- the exclusion of any user who participates in the contest with content that does not comply with the indications provided in the rules, and in any case with content contrary to morality, mandatory rules and public order, even if they are the winner of the contest;

- delays in any communication not directly dependent on seriously negligent or malicious misconduct by Taiao;
- any information provided by users, including false information, including, by way of example and in no way exhaustive, information regarding legal age, causes for exclusion, autonomy and/or capacity of any kind;
- verification and traceability of Stars assigned by users.

Article 13 Communications and reports by the user

13.1 The user can send any communication and/or report to the e-mail address ciao@taiao.fun.

Article 14 User commitments, indemnity and recourse

14.1 The user, for him/herself, his/her heirs, successors and assignees in any capacity, undertakes to provide at all times, information that is truthful and correct and/or in any case not harmful to the reasons of third parties, keeping the same constantly updated by changing them in the Edit profile section, indemnifying Taiao and the Promoter, for himself and assignees, at any time and in any case from false and/or incorrect information, even partially and/or in any way harmful to the rights of third parties, as well as expressly exempting Taiao and the Promoter from verifying the same.

14.2 The user, for him/herself, his/her heirs, successors and assignees in any capacity, waives any type of recourse against Taiao and the Promoter.

14.3 In any case, the user who receives complaints from third parties regarding any information indicated by the user at any time, and in any case at each interaction of the user with the Taiao app, commits to promptly notify Taiao at ciao@taiao.fun; Taiao and the Promoter cannot be held responsible in any case for failure to receive the communication.

14.4 Taiao and the Promoter can also in no way be held responsible for posts published by the user, not even approved ones.

14.5 The user cannot contest the assignment of Stars and/or the ranking.

Article 15 Clarifications

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

15.2 In any case Taiao reserves the right to eliminate users, and/or any possible related interactions, that do not respect the present contest rules and/or the terms and conditions of use.

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

15.4 The excluded user immediately loses the Stars accumulated and has no right to make any claim.

15.5 In this regard, all users who recognise what is indicated in point 1 of this article, can proceed to communicate it to the e-mail address ciao@taiao.fun.

Article 16 Ownership of the works and release

16.1 The user guarantees that the content of the published posts does not come from other sources, such as, by way of example only and in no way exhaustive, shots from paper and/or online magazines or in any case from 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 exclusions of liability for Taiao and for the Promoter in relation to any complaints and/or disputes regarding authorship and in any case regarding any rights inherent to the same, with express indemnity and exclusion of recourse for Taiao and for the Promoter.

16.2 The user also guarantees that the content of the published posts does not violate any legal provisions or third-party rights and undertakes, for himself and his assignees, to indemnify and hold Taiao and the Promoter harmless from any damage or harm that the latter may suffer due to the publication of the images on the app, and in any case from any claim by third parties.

16.3 The user guarantees that the content of the post submitted in the contest is completely original and authentic and that third parties did not participate and/or contribute to its creation in any way.

16.4 The user declares and guarantees that he/she is the owner of the rights to the content of the post and that it does not violate the rights of third parties in any way (including author's rights, copyright, intellectual or industrial property rights, rights to a name and/or image, honour and/or decorum, or other personality and/or property rights, etc.).

16.5 The user expressly exempts, for himself and his successors in title, Taiao and the Promoter from any liability that may arise for them due to the reproduction of the work, even by third parties, and undertakes to indemnify and hold Taiao and the Promoter harmless from any prejudicial consequence that they may suffer due to the violation of rights, including third-party rights, determined by the use of the content of the post.

16.6 The post published by the user is visible to other users registered with the Taiao app as well as to third parties, even if they are not registered.

16.7 The user authorises, without time limits, the publication and dissemination of the 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, also 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 certifies and confirms 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 that the user undertakes not to transfer to third parties;
- the abstention from the use of offensive, commercial or advertising, vulgar usernames;
- abstention from transferring any rights deriving from the acceptance of these regulations and/or from winning the contest to third parties.

Article 18 Advertising

18.1 The contest and the published posts can be disseminated and advertised by Taiao and/or the Promoter on the Taiao app, on all Taiao and Promoter social media channels, as well as on the Taiao and Promoter websites, and in any other place as long as it does not cause prejudice to 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. ([MyGiftCard Plus Green](#)). 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 gift card of the same amount.

Article 20 Prize delivery date

20.1 The prize will be delivered to the winner of the contest no later than 30 (thirty) days after the winner has sent the documentation referred to in article 10.2 letter e) of these rules. In the event that Taiao does not request further information from the winner, it undertakes to send the prize within 15 (fifteen) days from the end of the contest.

20.1 The prize will be sent via email to the address used by the winner during registration.

Article 21 Failure to collect the prize

21.1 Prizes that cannot be awarded will increase the budget dedicated to projects in the Ground section, also in agreement with the Sponsor.

Article 22 Amendments, updates and variations

22.1 These Regulations may be amended for the purposes of updating them and/or in compliance with the law.

Article 23 Disputes and jurisdiction

23.1 In the event of disputes relating to this contest by the user as a consumer, in relation to territorial jurisdiction, Article 66 of the Consumer Code (Legislative Decree No. 206 of 6 September 2005) shall apply, where the conditions are met.

23.2 In the event that the conditions referred to in point 23.1 of these regulations do not occur, recourse shall be made to the ordinary criteria set forth in the code of civil procedure (R.D. 28 October 140 n. 1443).

23.3 In all cases where it is not otherwise provided by law, for any dispute arising from this contract, the Court of Lucca shall have jurisdiction.

Article 24 Exclusions from involvement in the competition

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

24.2 Under no circumstances there will be a prize draw; in any case, Apple and/or Google will not be involved in the lottery in any way.

24.3 It should also be noted that Apple and/or Google will not act as sponsors under any circumstances.

Article 25 Privacy

25.1 Users participating in the contest declare that they have read, together with these rules, the information notice pursuant to Article 13 of the GDPR concerning the processing of personal data for the purposes of managing all phases and procedures of the contest, without prejudice to their right to exercise the rights referred to in EU Regulation 2016/679 (Articles 15 to 22).

25.2 All data provided will be processed in compliance with the regulations on the processing of personal data in relation to the needs of the contest and the applicable legislation.

25.3 The data will be processed within the European Union by the subjects involved and authorised to fulfil the mandatory requirements of current legislation and the regulations.

25.4 By publishing the post and participating in the contest, the user declares to be aware that the image, or images, 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 responsible for any direct and/or indirect consequence of the publication itself as well as for its use, even abusive and/or illicit by third parties. Taiao and the Promoter therefore invite you to avoid sending material that contains elements not relevant to the contest and/or additional to it, also avoiding traceability to natural persons, especially those under the age of 18 (eighteen), to residences and/or homes, as well as to locations, without this implying any obligation of control for Taiao and/or for the Promoter.

25.5 Taiao S.b.r.l. is the data controller.

25.6 The winner's email address, for the purpose of sending the gift card, is sent to third parties. The privacy and cookies policy of third parties can be consulted at the link indicated in article 19 of these rules.

Article 26 Acceptance of conditions

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

26.2 In any case, participation in the contest implies having read and accepted these rules.

Article 27 Vexatious clauses

27.1 Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the User recognises and declares that this document has been carefully analysed and evaluated in all its parts and, therefore, by signing below, specifically confirms and approves the following articles: article 7 Exclusions; article 10 Contest operation; article 12 Responsibility; article 14 User commitments, indemnity and recourse; article 15 Clarifications; article 16 Ownership of the works and release; article 17 Responsibilities and obligations; article 18 Publicity; article 20 Prize delivery

deadline; article 21 Failure to collect the prize; article 22 Amendments, updates and variations; article 23 Disputes; article 25 Privacy; article 26 Acceptance of the conditions.

**Information notice pursuant to art. 13 of EU Regulation 2016/679 ('GDPR')
for the Contest 'sponsor name x Taiao'**

In accordance with Article 13 of the EU Regulation, Taiao S.b.r.l. (hereinafter, 'Taiao'), as Data Controller, informs you that your personal data - as a participant in the contest - will be processed in a relevant and transparent manner and in compliance with the principles of lawfulness and necessity in force.

Purpose

Your data will be processed in order to provide you with the information you have requested regarding the prize contest, and in case of your participation, in order to fulfil the relationship established with the participation request. The processing is carried out for the execution of a contract between the parties, including the preliminary phase, and for the fulfilment of the legal obligations connected to the relationship being established or already established. The execution of the contract, or of the pre-contractual phase, involves the collection of personal data, and in particular personal and contact details.

The winner's email address, for the purpose of sending the gift card, is sent to third parties.

Legal basis of the processing

The legal basis for the processing of your data is the need for the Data Controller to comply with legal requirements and to execute the pre-contractual and contractual relationship and all possible and reasonable consequent effects, such as disputes, reminders, executive actions, etc.

Data processing methods

Personal data will be processed using paper and/or computerised tools and after adopting adequate security measures to guarantee the security and confidentiality of your personal data in accordance with the provisions of art. 32 GDPR.

Data retention

In compliance with the principles set out in the GDPR and the provisions of art. 5 of the GDPR, the data will not be kept for longer than is necessary to achieve the purposes indicated above and, therefore, for the time needed to fulfil the obligations deriving from the contract and the applicable laws.

In particular, the personal data covered by this policy will be processed for purposes related to the contractual relationship for the time strictly necessary for its execution.

In addition, the data will be kept for 10 years from the termination/execution of the relationship in order to manage and process: any requests from competent authorities; to manage any disputes; as well as to manage any claims for damages.

The images made available to the Data Controller as part of the contest may be made public through social channels, platforms, websites, paper magazines, and therefore the Data Controller will not be liable for any misuse by third parties once the images have been made public.

Recipients of personal data

The personal data collected may be communicated to public or private organisations, financial offices and any other office or organisation in fulfilment of specific legal obligations placed on the Data Controller or to third parties called upon to become aware of the contract (by way of example: organisations, supervisory bodies, authorities or public institutions).

Employees of the Data Controller, duly authorised to process the data, as well as external data processors for the purposes indicated (natural or legal persons providing specific services: e.g. communication agencies, Promoters, Partners, etc.) may also become aware of your data.

Obligation to provide data

The provision of data requested for registration and participation in the contest is necessary for the correct execution of the relationship and the applicable legal obligations; failure to provide

the data makes it impossible to correctly fulfil the legal and contractual obligations and therefore prevents participation in the Contest for which the data subject has applied.

Rights of the data subject

The subject to whom the personal data refers has the right to ask the Data Controller for access to these data, to correct or delete them, or limit their processing. They may object to them being processed, exercise their right to data portability and lodge a complaint with the supervisory authority (articles 15-22 of the GDPR and article 77 of the GDPR).

Requests regarding these rights should be addressed to: ciao@taiao.fun.

Any complaints can be made, if the requirements are met, to the Italian Data Protection Authority, <https://www.garanteprivacy.it>.

Transfer of personal data abroad

The Data Controller for the personal data in question does not transfer any data to countries outside the EU; should the need arise, the transfer will be carried out using appropriate and lawful methods. Please note that the transfer is permitted, among other things, when there has been a so-called 'adequacy decision', i.e. a formal attestation by the Commission regarding the adequacy of personal data protection in the third country or international organisation receiving the data, in accordance with the provisions of Articles 45 et seq. of the GDPR.

Data controller and RDP

The data controller is Taiao S.b.r.l. with registered office in Lucca (LU), San Pietro a Vico, via del Borghetto, 75/D, 55100. The controller has appointed its own RDP or DPO (Data Protection Officer) who can be contacted at ciao@taiao.fun.