

Call for Startups

Brewing connection

Regulations of the Initiative

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1. Introduction

These regulations provide for the procedures for participation, selection, and execution concerning the "Brewing Connections" Initiative (hereinafter referred to as the "Initiative") organized and managed by Lavazza Group Srl with the support of the operator A-ccelerator Italy Srl.

The key point of the Initiative is the challenge described in Article 2.1, which will be organized as a so-called Open Innovation. This Initiative is addressed to all those who meet the inclusion criteria outlined in Article 2.2 below.

2. Description of the Initiative

2.1. Purpose of the Initiative

The goal of "Brewing Connections" is to establish a direct connection with consumers by adopting innovative solutions that enrich their experience, foster loyalty, and optimize supplier operations.

Through this Call, Lavazza Group Srl intends to find innovative solutions that can help the Group create a network of shared information, data, services, and products encompassing a wide range of consumption occasions, events and contexts ranging from home to the office, on the basis of following elements:

- 1) Data-Driven Consumer Insights & Engagement
- 2) Smart & Connected Coffee Machines Technologies
- 3) Feedback Management & Consumer Loyalty
- 4) Seamless & Compliant Data Sharing
- 5) B2B Buyer Identification & Engagement
- 6) "unknown-unknown"

2.2. Recipients of the initiatives

The Initiative is intended for Startups and Innovative SMEs regularly entered into the appropriate special sections of the Business Register, or - in the case of a non Italian Startup/Innovative SMEs - in the relevant Companies Registry.

2.3. Stages and Deadlines of the Initiative

The Initiative starts on the 11th of December 2023 and ends on the 9th of February 2024, and consists of two stages, as set out underneath:

Stage 1 – Call for Application: During this stage, Startups/Innovative SMEs will submit the required Contributions regarding the Innovative Solutions (hereinafter referred to simply as “Innovative Solutions”) that they intend to propose for the evaluation. For this purpose they will have to transmit the submission-form i.e. Participation Application provided – <https://www.f6s.com/open-innovation-lavazza> - after filling it out accordingly. The beginning of Stage 1 coincides with the launch of the Initiative on the 11th of December 2023, which will end at midnight on the 4th of January 2024. After this deadline, participation in the Initiative will no longer be possible. The challenge details will be available online at the link <https://www.lavazzagroup.com/it/brewing-connection.html>. Details on the participation criteria are outlined in the following articles 3 and 3.1.

Stage 2 – Evaluation: During this phase, the Contributions submitted by the Participants will be evaluated by a Jury composed of selected stakeholders of A-cclerator Italy Srl and Lavazza Group Srl. During Stage 2, Startups/Innovative SMEs will have the opportunity to interact with Lavazza Group Srl and/or A-cclerator Italy Srl with the aim of developing a customized value proposition based on the needs of Lavazza Group Srl.

Stage 2 will end by the 9th of February 2024 with a Winner selection day.

Evaluations will be carried out according to the criteria set out in Article 3.3.

The participant(s) selected during Stage 2 will access the initiatives prize.

During the Demo Day and possibly afterward, Participants may need to access Lavazza's facilities, confidential information, tools, and resources. In such cases, they will have to comply with the behavior and safety rules, that apply in the respective Lavazza location.

2.4. Prize of the Initiative

The prize will allow the Winner(s) of the Initiative to participate in the development of a pilot project with Lavazza Group Srl, for which a maximum contribution of up to € 25,000.00 (twenty-five thousand Euros) is provided.

This project is aimed at fine-tuning the Innovative Solutions of the Winner(s) of Stage 2 according to the needs expressed by Lavazza Group Srl.

Said program will take place at the HQ of Lavazza Group Srl (“Nuvola”) in Turin, Italy, namely through virtual sessions.

Lavazza Group Srl, - in compliance with and under the conditions provided by the

applicable current Regulations - reserves the right to entrust the Winner(s) with the subsequent stages of development and implementation of the Innovative Solution, provided that she/he/they meet(s) the subjective, technical-professional and economic requirements. The Winner(s) commit(s) to negotiate, in good faith and fairness, any collaboration proposals from Lavazza Group Srl.

The Initiative is not subject to the rules of the Italian Legislative Decree no. 430/2001, as it is not a competition or a reward program: it aims at the presentation of Innovative Solutions or studies in the commercial or industrial field, and in this perspective awards prizes intended as a recognition of merit. Therefore it falls within the cases of exclusion under Article 6, letter a) of the aforementioned Legislative Decree.

3. Participation Rules, Exclusion Causes, and Evaluation

Upon participation, by sending the submission form on the F6S platform, the User (i.e. Participant) unconditionally accepts these Regulations in all their parts. Failure to comply with all or part of the Regulations shall result in exclusion from this Initiative and loss of any right to any recognition.

At the time of participation, the recipients of the Initiative must designate a representative with the necessary powers of representation, who will be the User responsible for the Innovative Solution entered into on the Platform and for communications with Lavazza Group Srl & A-cceleator Italy Srl.

Each participating User, acting as a representative of a Startup/Innovative SME, is allowed to submit only one Innovative Solution.

The presentation of participation applications (submission forms) will result in exclusion from the Initiative

a) if submitted by entities that:

- do not meet the requirements specified in Article 2.2 above;
- have been found to have committed serious violations of obligations related to the payment of taxes or social security contributions;
- have been found to have committed serious infringements of safety regulations and any other obligations arising from employment relationships, as well as legal obligations in environmental, social, and labor matters;
- are bankrupt or have entered into an arrangement with creditors or are undergoing proceedings for the declaration of any of these conditions;
- are not in possession of all licenses, permits, approvals, and authorizations that are necessary or may be required to perform the activities described herein;
- directly or indirectly, research, develop, engineer, or provide services to competitors of Lavazza for projects identical or similar to the one proposed in the submission-form;

b) if submitted by entities that do not possess all the licenses, permits, approvals, and authorizations which are necessary or which may be required for the execution of the activities described in this document; if the application arrives after deadline specified in Article 2.3 above;

- c) if the application include declarations, contributions, and/or documents containing information that is partly or wholly false and/or incorrect;
- d) if the application contains elements in conflict with the rules established by these Regulations;
- e) if the application contains elements infringing the intellectual or industrial property rights of third parties;

Lavazza Group Srl reserves the right to carry out the necessary checks (both during the Initiative and at its conclusion) as regards compliance with the specified conditions, this in respect of each individual participating User, and to exclude him/her/them from the Initiative and/or revoke any prize awarded, if it turns out that the participating User(s) and/or the Winner(s) have not complied with even one of the aforementioned requirements.

For this purpose, Lavazza Group Srl may ask the interested parties to submit documentation necessary to verify compliance with the specified conditions.

It is specified that offenses under Article 80, paragraph 1, of Italian Legislative Decree no. 50/2016 do not constitute an obstacle to the awarding of the prize where decriminalized, extinguished after conviction, revoked conviction, or where rehabilitation has occurred, or in cases of conviction to a perpetual accessory penalty, when it has been declared extinguished under Article 179, paragraph 7, of the Penal Code. Parties wishing to invoke the causes of exemption must provide Lavazza Group Srl with evidence of these circumstances.

Crimes result in exclusion when they concern even only one of the following subjects:

- a) the natural person presenting the Innovative Solution on behalf of a corporation/company, if different from the entities mentioned below:
 - in the case of a sole proprietorship, the Owner, the technical Director (if any);
 - in the case of a general partnership, the Owner, the technical Director (if any);
 - in the case of a limited partnership, the Owner, the technical Director (if any);
- b) in the case of another type of company or a consortium, the Directors or alternatively the members of the Board with the power of representation; the technical Director (if any); the sole shareholder or the majority shareholder.

If the results of the checks should reveal elements potentially hindering the award of the Prize, Lavazza Group Srl will initiate an exchange of opinions in adversarial proceedings with the party(ies) concerned in order to acquire useful elements for the complete assessment of the circumstances relevant to the possible exclusion of the participating User from the Initiative.

3.1. How to participate

Participation in the Initiative is free and shall be formalized through the following two steps:

- a) Creation of Personal Account on F6S.
Each User warrants that the information provided on the occasion of registration is

truthful and correct. In the event that Lavazza Group Srl and/or A-cclerator Italy Srl should ascertain the untruthfulness of the information provided upon creation of the personal account, they may decide to exclude the User and, consequently, the proposed Innovative Solution.

- b) Sending contributions by filling out the submission form (participation form)

<https://www.f6s.com/open-innovation-lavazza> and submitting it

Each User - by accepting the conditions of the Initiative after checking the "confirm" box in the submission form - declares that he/she has no conflicts of interest, does not fall under the exclusion criteria mentioned in Article 3, and holds ownership - or relevant usage rights - of any Intellectual Property involved in the proposed Innovative Solution.

3.2. User (i.e. Participant) Commitment

Upon participation the User undertakes to the following (except in cases of force majeure):

- ensure participation in all events, if scheduled, during all stages of the Initiative as described in the previous Article 2.3.
- in the event of winning, the Winner of the Initiative, undertakes to participate in the Pilot Project and related events (if any) throughout the whole Program.

Furthermore, the User undertakes to inform Lavazza Group Srl and/or A-cclerator Italy Srl (by sending written communication to the following address: [openinnovation-lavazza @startupbootcamp.org](mailto:openinnovation-lavazza@startupbootcamp.org)) about any past or ongoing relationships of the User, of the partners, and of the Directors of the Startup/SME with Lavazza Group Srl itself and/or A-cclerator Italy Srl, even if related to activities and/or projects not having any connection with this Initiative. Such communication must occur no later than the closing date of Stage 1 - Call for Application, as indicated in the previous Article 2.3.

3.3. Evaluation Criteria and Selection of Innovative Startups/SMEs

For each Innovative Solution submitted, the Jury members deliberate upon unquestionable judgement guaranteeing impartiality and equal treatment. The selection will be based on the following criteria:

- a) Team:** The team will be evaluated on the basis of past experiences, vertical skills, and complementariness of the team members;
- b) Innovativeness:** The technology will be assessed in relation to the degree of innovation compared to the state of the art as well as the specific needs expressed in the purpose Initiative (see Article 2 .1);
- c) Fit challenge:** The proposed product/service will be evaluated basing on its alignment with the needs expressed in the purpose (see Article 2 .1);

- d) Low risk:** The risk assessment will be based on the Startup's track record: for example, the presence of other corporate clients and/or experience in similar projects;
- e) Easy integration:** The evaluation of an easy integration will be based on the assessment of the solution with the Lavazza technical team and/or other stakeholders.

Each aspect under evaluation (Team, Innovativeness, Fit Challenge, Low Risk, Easy Integration) must be explicitly detailed in the material attached to the proposal for the Innovative Solution to be included in F6 S.

The Jury reserves the right not to select any Winner if none of the Proposals is/are deemed satisfactory.

4. Limitation of Liability

Lavazza Group Srl and A-cclerator Italy Srl are not liable for technical malfunctions, hardware or software issues, interruptions in network connections, failed, incorrect, inaccurate, incomplete, unreadable, damaged, lost, delayed, misdirected, or incorrectly intercepted user registrations, electronic communications, or other types of communications that have been delayed, or for other technical problems related to the registration and upload of content within the scope of this Initiative.

Therefore, Lavazza Group Srl and A-cclerator Italy Srl exclude any form of reimbursement and compensation, whether partial or total, related to any damages to property and/or persons caused by participating Users (i.e. Participant) in the Initiative, or by third parties, during the different stages of the Initiative.

5. Guarantees, Indemnities, and Liability

Participants in this Initiative guarantee that the submitted content:

- does not contain illegal material, material prohibited by law, or material conflicting with what is indicated in this Initiative;
- does not contain material infringing rights, status, or claims of third parties (with reference to copyright law, industrial property law, and other applicable laws or regulations);
- can be freely and legitimately used in accordance with the provisions of this Initiative, since the participating User, as a representative of a Startup/Innovative SME, is the owner of the rights to use the same, or has acquired the availability of such rights from all entitled parties and has ensured the complete fulfillment and/or satisfaction of the rights, including economic rights of the authors of the content and/or works from which such content is derived and/or taken, or of other entitled parties, or in relation to the use of related rights pursuant to the law.

Users participating in the Initiative declare that they are aware of the responsibilities including criminal liabilities, they may incur in case of falsehood of the content of the projects they submit and/or in case of false statements regarding the requirements they meet for participating in this Initiative. They indemnify Lavazza Group Srl and A-cclerator Italy Srl against any claims by third parties.

6. Confidentiality and Intellectual Property

All parties involved in every stage of the activities outlined in this Initiative, including those after its conclusion, will ensure confidentiality regarding the information related to the Contributions submitted by Users.

Each and every intellectual and industrial property right related to each Innovative Solution proposed by each startup/Innovative SME will remain the property of the Startup/Innovative SME of the User who submitted it. Lavazza Group Srl and A-cclerator Italy Srl have the right to access these Innovative Proposals in order to manage the entire Initiative, including activities in the Evaluation Phase.

In relation to the proposed Innovative Solution, the Startup/Innovative SME (hereafter SU/Innovative SMEs) also agrees to the following conditions:

- a. on request, the SU/Innovative SME must provide an explicit explanation of any industrial and/or intellectual property rights protecting the proposed Innovative Solution;
- b. any additional information transmitted by the SU/Innovative SME to the Company can be protected through subsequent confidentiality agreements to be signed between the parties;
- c. if the Innovative Solution is of interest to the Lavazza Group Srl and/or its controlled company/companies, and the Group deems it necessary to initiate collaboration with the SU/Innovative SME for the development and/or implementation of the Innovative Solution, the SU/Innovative SME and Lavazza Group Srl and/or its controlled company/companies will agree on the rules of the intellectual and industrial property rights resulting from such development and/or implementation, including the possible commercial exploitation of the same as well as the payment of fair compensation.

7. Changes to the Initiative Regulations

By submitting the Innovative Solution on the Platform, the participating Innovative SU/Innovative SME accepts that Lavazza Group Srl may change or amend the Initiative Regulations at any time. For example, changes or amendments may involve modifications to the duration, start and/or end of the stages, cancellation, or other specifications of the initiative, except the participation requirements.

Lavazza Group Srl and A-cclerator Italy Srl will communicate all changes through the web site <https://www.f6s.com/open-innovation-lavazza> in the space reserved for this specific Initiative. After publication aforesaid changes will become binding.

8. Applicable Law and Jurisdiction

The application of these Initiative Regulations is governed by Italian law. Any dispute concerning these Regulations, including those regarding its application, interpretation, and effectiveness, falls under the exclusive jurisdiction of the Courts of Milan.

Any requests for clarification regarding these Regulations can be sent to:
openinnovation-lavazza @startupbootcamp.org.

9. FORCE MAJEURE

Neither party shall be held responsible for the failure or delayed performance of its obligations if such non-compliance is due to force majeure, such as, for example, strikes, work stoppages, fires, earthquakes, floods, interruption of energy sources, accidents, government measures, or any other cause beyond the reasonable control of the interested party. In order to avoid being considered in default, the party subject to force majeure must promptly communicate to the other party the existence of such an event, indicating the probable duration of the event.

If the delay exceeds 60 days, the unaffected party shall have the right to terminate this Agreement by providing written notice to the affected party with at least 10 (ten) days' notice.

10. Autonomy of the Parties

The Regulations should not be interpreted as the creation of any joint venture or collaboration between the Parties other than what is expressly agreed upon.

Nothing contained herein shall be construed to create an employment relationship between Lavazza Group Srl and the personnel of A-ccelerator Italy Srl or of the Startup.

9. Code of Ethics

The Startup joining this Initiative is subject to and requires full compliance with the rules of the Lavazza Group Code of Ethics. The Startup declares that it is aware of the rules of the aforementioned Code, which therefore constitutes an integral part of these Regulations, and that it has duly consulted the rules at issue in the web site www.lavazzagroup.com (Compliance Section).