

REGULATION

1. Introduction

- 1.1. These regulations pertain to the **SOFIA** initiative (*Sustainable Opportunities Fostering Innovative Ambitious*), launched by Almacis, located at Via Carducci 83 Pescara (PE) | VAT number / 01181370683, with the technical collaboration of Skipso Ltd., registered in London, 39 Ludgate Hill, company registration number 06515896 ("**Skipso**"). The goal of the initiative is to collect needs, challenges, and requirements from Almacis' partners and then identify the best startups and SMEs that can offer innovative solutions and original business models in the initiative's scope ("**Needs Collection**").
- 1.2. The needs collected from the partners will be selected through an evaluation process, whose recipients, phases, terms, and conditions are described in this regulation ("**Regulation**").
- 1.3. Participation in the Initiative is free of charge.
- 1.4. The Initiative does not constitute a prize event, referred to in D.P.R. n. 430/2001, as it expressly falls within the case of exclusion pursuant to art. 6, co. 1, lett. a) from the same legal source (*"Competitions for the production of literary, artistic or scientific works and for the submission of commercial or industrial projects or studies shall not be regarded as competitions and prize operations, in which the award of the prize to the author of the chosen work is a consideration for the performance of the work or represents the recognition of personal merit or a title of encouragement in the interest of the community"*).

2. Recipients

- 2.1. Participation in the Initiative is aimed at:
 - 2.1.1. Physical persons: person who have reached the age of 18 or "project teams" whose members have reached the age of 18;
 - 2.1.2. Legal entities: Legal entities: any form of company, whose capital is owned by one or more legal or natural persons who are at least 18 years old.

3. Application

- 3.1. Under penalty of inadmissibility, interested parties must submit their proposals for participation in the Initiative, according to the following terms and conditions:
 - 3.1.1. Deadline: May 23, 2025 ;
 - 3.1.2. Submission method: method: via the dedicated website for the Initiative [**SOFIA – "Needs Collection"**], accessible at the following link [<https://www.sofialab.it/it/page/needs-collection-it>], and following the procedure described therein;
 - 3.1.3. Required documentation: The reported need must include the following information: (i) Detailed description of the need, (ii) Specific objectives, (iii) Expected impact, (iv) Preferred technologies and solutions, (v) Budget available for development, (vi) Description of current processes.

4. Implementation of the Initiative

- 4.1. Following a successful application procedure, the Initiative will consist in the following phases:
 - 4.1.1. **First Phase:** This phase will run from April 7 2025, to May 23 2025, and is dedicated to the collection of needs. Participants will complete the form by detailing their needs and downloading the operational guide with instructions for completion
 - 4.1.2. **Second Phase:** From May 23, 2025, to July 7, 2025, the innovation team will analyze the received requests. The most innovative and prioritized needs will be selected for targeted research to identify startups that can provide concrete solutions.
 - 4.1.3. **Third Phase:** Starting in September 2025, the matching phase with selected startups will begin. Once the most suitable solution is identified, participants will have the opportunity to collaborate directly with the startup to test and develop an innovative solution.

5. Award of the Initiative

5.1 The evaluation procedure is divided into three phases as described in Article 4.1. Almacis, in total autonomy, will decide which need to prioritize. However, by way of example and not limitation, Almacis lists below the evaluation criteria that may be given preferential but not exclusive consideration:

- Clarity and completeness of the need (how well-defined and documented the request is)
- Potential impact of the need (the value that satisfying the need could generate for Almacis, in terms of efficiency, savings, or innovation)
- Alignment with the Innovation Areas (compliance with strategic areas identified: Waste, Energy Transition, Water Treatment, Pollution, AI Technology)
- Innovativeness of the need (degree of novelty and potential for change the need could bring compared to existing practices)
- Priority and timing (urgency of the need and its relevance relative to other business needs or deadlines)

5.2 With reference to the first stage, referred to in Article 4.1.1 above, Almacis will analyze the submitted needs, excluding requests that:

- 5.2.1 are submitted by participants without the requirements of Article 2.1;
- 5.2.2 are incomplete or inadequate (lack of required details, unclear or unreadable documentation);
- 5.2.3 are out of scope (needs not aligned with the objectives of the Initiative);
- 5.2.4 Lack feasibility (needs that are difficult to implement or too vague for effective solution searching);

6. Awards

- 6.1 At the end of the first phase of needs collection, Almacis will select the meritorious needs based on their relevance and potential for innovation, as described in Article 5.3 ("Meritorious Needs"). Companies that have submitted meritorious needs may be proposed to initiate collaborations with Almacis and/or the selected startups (e.g., technological and co-development partnerships).

7. Limitation of liability

- 7.1 Almacis and Skipso shall not be responsible for any technical malfunctions, hardware or software failures, network connection interruptions, failed registrations, incorrect, incomplete, unreadable, damaged, lost, delayed, misdirected, or intercepted user registrations, or other technical issues related to the registration and content upload processes of this initiative. Participants shall not make any compensation claims regarding the aforementioned events.
- 7.2 Almacis and Skipso are also exempt from any liability regarding damages to property and/or individuals caused, directly or indirectly, by participants or their potential "external assistants" during the various phases of the Initiative.

8 Intellectual property

- 8.1 The intellectual property of the Projects is the property of the participants who developed and submitted them. Each participant shall assume full responsibility and responsibility for the protection of inventive and/or original aspects by the most appropriate means.
- 8.2 Without prejudice to the above, with the presentation of the application, the participant authorizes Skipso to:
- 8.2.1 use its name, company name, its image as well as the name, image and identifying signs of the proposal, for promotional and advertising purposes;
 - 8.2.2 publish the proposal and its materials on any website linked to Skipso, or on third party sites authorized by Skipso;
 - 8.2.3 to exhibit and represent the proposal and its materials at congresses, conferences, seminars or the like;
 - 8.2.4 disclose to third parties who may be interested in investing or contributing in any way to the development, marketing and economic use of the proposal.

9 Processing of personal data

- 9.1 The personal data provided by the participant for participation in the Initiative will be processed by Skipso, in compliance with the provisions of EU Regulation No. 679/2016 ("GDPR") and in accordance with the privacy policy of the Initiative, published at the following link "Privacy Policy" ("Privacy Policy"), which is an integral part of this Regulation.
- 9.2 Without prejudice to Article 10.1 above. the participant authorizes Skipso to communicate their personal data to Almacis and/or to the partners and providers of Skipso, provided they are located within the EU.

10 General terms and conditions

- 10.1** Almacis and Skipso reserve the right to modify, suspend, or cancel, in whole or in part, and at any time, the Initiative, as well as any of its content, aspects, or selection criteria, or select a lower number of needs than initially expected, at their sole discretion, by notifying the changes on the Initiative's website and, if the Initiative has already started, by updating participants via email.
- 10.2** Skipso may transfer or assign any right or obligation deriving from the Initiative and/or the Regulation to any Skipso partner company.
- 10.3** Almacis and Skipso reserve the right, in their sole discretion, to disqualify any participant who: a) attempts to tamper with the registration process or operation of the Initiative; b) acts in violation of these Rules; c) acts inappropriately, antisportive and contrary to the interest of a serene and proper conduct of the Initiative.
- 10.4** Under no circumstances will the submission of an application and/or need, selection, and awarding of the Initiative, and/or the signing of the contractual documentation referred to in Article 6.2, be considered or interpreted as an offer or employment contract between the participant and/or company and, on the other hand, Almacis and/or Skipso.
- 10.5** Under no circumstances may the Initiative and the Regulation be understood and/or interpreted as an offer to the public pursuant to art. 1336 c.c.

11 Veracity of the information

- 11.1** Participants shall ensure that all information, data and, more generally, any other material provided to Almacis and/or Skipso in the application and/or at any other stage of the Initiative is accurate, correct, true and complete. The participants therefore assume full and exclusive responsibility for any violation of this declaration.

12 Efficacy

- 12.1** The obligations contained in the Regulation will be effective from the moment of the application and will remain in force until the end of the Initiative, except as indicated in article 11.1.

13 Place of jurisdiction

- 13.1** Any dispute that may arise in relation to the Rules, including disputes relating to its validity, interpretation, execution, termination or performance, will be subject to the exclusive jurisdiction of the Court of Milan, any other competing Court excluded.