

**TERMS AND CONDITIONS**  
**"i3 PIUSI - ITALIAN INNOVATION INTERNSHIP"**  
**ENGINEERING COMPETITION**  
**PIUSI USA, INC.**

**1. The Competition**

The "i3 PIUSI - ITALIAN INNOVATION INTERNSHIP" is an engineering competition organized by PIUSI USA, INC. a Delaware corporation ("Piusi") whereby each participant is requested to create and submit a new original project for an innovative product or an original solution to a specific issue in the fluid handling field, suitable for being included in the PIUSI product line, in accordance with these Terms and Conditions (the "Competition").

The Competition is accessed via the [www.i3piusi.com](http://www.i3piusi.com) website (the "Website"). Eligible individuals are required to apply for the Competition and provide all the requested information online. By applying for the Competition, each participant confirms to have read and unconditionally agree to each and all of these Terms and Conditions in their entirety.

**2. Eligibility**

The following are the eligibility criteria to participate in the Competition. The eligibility criteria are cumulative, therefore only those persons meeting each and all of the criteria listed below may be admitted.

Each participant must:

- be 18 years old or older
- be an undergraduate student
- be enrolled in an accredited College in the Boston area, pursuing a degree in engineering
- have a minimum cumulative GPA of 3.0/4.0 (depending on the College criteria) or higher
- be well-articulated
- be proficient in CAD or similar design programs.

**3. Applications**

In order to participate in the Competition, eligible students must apply for the Competition online via the Website within the deadline set forth in Section 5 below.

When applying, each applicant must provide all the information required, including a valid e-mail address, and must agree to these Terms and Conditions and to the Piusi Privacy Policy by ticking the appropriate boxes.

To apply for the Competition, each applicant shall complete and send the appropriate online form and shall attach a complete, comprehensive and updated resume.

Each applicant is solely responsible for providing accurate, complete and updated information when applying for the Competition. Piusi is not responsible for verifying the accuracy of the information provided by applicants. In any case, Piusi may require the applicant to provide further information, and/or correct or resubmit any application.

Each applicant may only apply for him/herself. Applications submitted for, or on behalf of others will not be accepted.

Piusi may reject any application, or later disqualify any participant, if it finds that any information provided by such applicant or participant were inaccurate or incorrect. In addition, applicants or participants providing false information will indemnify and hold Piusi harmless for any losses suffered therefrom.

Applications for the Competition may only be individual applications. No team applications will be accepted.

#### **4. Number of Participants**

The Competition is limited to maximum 10 (ten) individual participants.

#### **5. Timeline for Applications**

The time for sending Applications starts on January 10, 2017 and expires on April 24, 2017 (the "Application Period").

No application shall be accepted after the last day of the Application Period, unless Piusi establishes otherwise in its sole and absolute discretion.

#### **6. Selection of participants – Deposit - Interviews**

The participants will be selected by Piusi among all the applicants having sent their applications completely, timely and accurately.

After the end of the Application Period, Piusi will examine all the applications received and will organize interviews with the applicants.

Interviews with the applicants may be conducted in person or via videoconference or in other manners as directed by Piusi.

After completing the interviews, Piusi in its sole and absolute discretion, will select the 10 participants for the Competition.

The selection period will be approximately from April 24, 2017 to May 5, 2017 (the "Selection Period"). The Selection Period may be modified by Piusi in its sole discretion and applicants will be informed thereof.

Each of the 10 applicants selected to participate in the Competition will be informed by Piusi via e-mail after the end of the Selection Period. Piusi is not obliged to inform those applicants who have not been selected to participate in the Competition.

Each selected participant will be requested to reply by e-mail to Piusi within the next 72 hours to confirm his/her participation, and will be asked to pay a \$100.00 deposit to Piusi (the "Deposit"). The deposit will be refunded subject to the conditions set forth in Section 7 below.

Each selected participant will receive a "welcome package" from Piusi which includes a USB pen with the necessary information for the Competition.

## **7. Preparation of the Projects and surveys**

In the period starting on June 1, 2017 and ending on September 2, 2017 (Project Preparation Period) unless a different period is set and communicated by Piusi, each participant will prepare a Project in accordance with the following criteria and with any additional criteria as Piusi may indicate.

Projects should:

- create a new product relating to the Piusi market; or
- solve a specific technical issue which will be described by Piusi to the participants during the Application Period.

Once a month during the Project Preparation Period, via the Website, Piusi will ask each participant to complete and submit an online survey updating about the Project preparation status. The Projects will have to be ready for presentation at the Final Event. Those participants not having their Project completed and ready to be presented at the Final Event, or not completing the monthly surveys, will not be admitted at the Event and may not be selected among the winners. The Deposit will not be refunded to them.

## **8. Evaluations of Projects and selection of Winner**

The Final Event will take place at District Hall Boston, 75 Northern Avenue Boston, MA 02210 (<http://www.districthallboston.org> ) on September 2, 2017 unless a different date is set and communicated by Piusi. Piusi will send invitations to each participant indicating exact date, time and place of the Final Event.

A rehearsal with the participants will be held the day before the Final Event.

Each participant may bring two guests at the Final Event. No attendance fee will be required from the participants and the admitted guests

At the Final Event, each of the 10 participants will have to submit a live presentation of their Project and, if possible, a prototype.

The presentations will be made to, and assessed by a panel of judges composed of five persons, as follows: Piusi S.p.A.'s sales director, engineering manager and customer care manager, and Piusi USA, Inc.'s CEO and sales manager (the "Jury").

The presentations will be assessed by the Jury with reference to the following criteria which shall be of equal importance: Novelty; Achievability; Relevance.

The assessment process will be anonymous and confidential.

At the end of the presentations, the Jury will on the same day decide and select three (3) participants as, respectively, the winner, the second place and the third place.

The Jury's decision will be final and no recourse whatsoever will be admitted.

## **9. Prizes**

The Competition winner, as selected by the Jury, will win a \$3,000.00 (three thousand dollars/00) prize and a five (5) week internship at Piusi (i.e. one week internship at Piusi USA, Inc. in Fort Lauderdale, Florida, followed by four weeks internship at Piusi S.p.A. manufacturing facility in Suzzara, Italy).

The exact internship dates will be communicated by Piusi to the winner in due course.

Piusi will organize and pay for the winner's reasonable travel and living costs during the internship, including the visa as needed, up to the amount limits that will be set by Piusi in due course. The winner must provide for his own travel insurance. The winner will not receive any remuneration during the internship.

The second placed will receive a \$2,000.00 (two thousand dollars/00) prize.

The third placed will receive a \$1,000.00 prize (one thousand dollars/00).

## **10. Intellectual Property**

Each participant in the Competition, whether or not selected as winner or second or third place, hereby expressly understands and agrees, that since the purpose of the Competition is to create a project that is suitable for being included in Piusi product lines, any and all intellectual and industrial property rights on any designs, projects, ideas, inventions, creations, products, prototypes, works, presentations, documents, materials, files, sketches, information and anything else conceived by them for the purpose or on occasion of the Competition, will belong entirely and exclusively to Piusi, without any remuneration being due to the participant. As a consequence, each participant in the Competition hereby agrees:

- not to apply for any patent, design patent or other intellectual or industrial property protection whatsoever in relation to the any of the above anywhere in the world;
- not to manufacture, sell, distribute, market or otherwise commercially exploit any of the above anywhere in the world in any manner, whether directly or indirectly through third parties; as such rights belong exclusively to Piusi.

In addition, participants must treat as confidential and may not disclose to others, nor use for any purposes other than participating in the Competition, any designs, projects, ideas, inventions, creations, products, prototypes, works, documents, materials, files, sketches, information and anything else relating to the Competition.

Nothing herein shall be interpreted as Piusi granting any applicant or participant any license to use Piusi's and/or any of Piusi's affiliates intellectual property rights (including, without limitation, the Promoter's/any of its affiliate's trademarks, trade names, copyright, patents, design patents, know-how or else).

Each participant represents and warrants that the projects and anything else that is submitted for the Competition does not in any way infringe the intellectual or industrial property rights (including, without limitation patents, copyrights, trademarks, know-how, rights anywhere in the world, whether or not registered) of any third party.

Any violation to the above will entitle Piusi to disqualify the participant. The participant who violates the above hereby agrees to fully indemnify and hold Piusi harmless from and against all damages, costs, expenses, liabilities whatsoever that Piusi or its affiliates may suffer as a consequence of any violation of third parties' rights attributable to submissions or entries from any participant.

Each participant agrees that Piusi may take photos and videos or other recordings of the participant during the Final Event. Any such photos, videos and other recordings shall belong solely to Piusi who shall have all copyright and intellectual property rights thereon. The participant allows Piusi to use, represent and reproduce his/her name and image for any purpose in connection with the Competition.

## **11. Privacy**

Certain applicants' and participants' personal data may be collected by Piusi, as stated on the online application form on

the Website and/or as may additionally requested by Piusi for the purposes of the Competition and for marketing purposes. Such personal data will only be used in accordance with Piusi Privacy Policy as stated on the Website. By providing personal data to Piusi, applicants and participants are consenting to its use in accordance with Piusi Privacy Policy. Personal data are kept by Piusi for the whole duration of the Competition and for a reasonable time after its cessation (not longer than six months) in order to complete all the Competition operations, also consistent with the need to comply with applicable law and regulatory requirements.

## **12. Claims and disputes**

Decisions taken by Piusi and by the Jury, including but not limited to selecting participants, selecting winners, disqualifying participants, are subject to Piusi's sole and absolute discretion and are not subject to any challenge or appeal.

Without prejudice to the above, any and all disputes arising from these Terms and Conditions, and from the Competition, shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in Broward County, Florida in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. Both parties intend that this Agreement to arbitrate be irrevocable.

The substantial laws of the State of Florida shall apply to these Terms and Conditions and to the Competition.

## **13. General provisions**

Piusi assumes no responsibility or liability for any loss arising out of or from: (i) technical issues, system or software failures experienced by an applicant or participant when applying, submitting any information, sending any notices or accessing the Website; (ii) applicant's or participant's errors or negligent use of the Website; or (iii) any failure or delay in performance by Piusi, if caused by force majeure events i.e. any events outside Piusi's control.

Piusi reserves the right to suspend temporarily the operation of the Website without notice in the case of system failure, maintenance or repair or for any other reason beyond its control. Piusi may not guarantee that use of the Website or any software will be uninterrupted, error-free or fit for any particular purpose.

In no way, regardless of any reason or cause, Piusi may be held liable to applicants or participants under or in connection with the Competition for any indirect, economic or consequential loss or for any loss of profits, loss of business, loss of contracts, loss of use or loss of reputation, with the only exception of proven fraud or gross negligence.

Piusi reserves the right in its sole discretion to modify the dates for the Competition in whole or in part at any time. These Terms and Conditions may be amended by Piusi from time to time. Participants will be informed by Piusi of the above.

Each applicant and participant hereby warrants that: (i) all the respective obligations, representations and warranties stipulated herein, are not in conflict with or in contravention to any other agreement, deed, contract or any other instrument entered into by such party; and that (ii) it has full authority and capacity to enter into this Agreement as well as to perform and execute to its completion all its respective obligations, representations and warranties stipulated herein.

In addition, each participant hereby warrants that, to its the best knowledge, all submissions are, at the time of submission and at all times up to the date of announcement of the results of the Competition, at concept stage and are not in production and/or manufacture and/or for sale or marketed in any jurisdiction.

If any provision of these Terms and Conditions is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained in these Terms and Conditions will be not affected in any way.



The applicant or participant may not assign or transfer in any this agreement (whether in whole or in part) or any of its rights, obligations, responsibilities, representations and warranties under it without the prior written consent of Piusi. Piusi may assign or transfer this agreement to any affiliate entities.

The Website contains the main information participants should know in order to participate in the Competition. Any additional questions or comments concerning the Competition should be sent via email to [i3@piusiusa.com](mailto:i3@piusiusa.com) .

Piusi will send notices or other communications to applicant and participants mainly by e-mail to the address provided by each applicant and participant when applying for the Competition. Applicants and participants shall make sure that their contact details are always updated. Piusi assumes no responsibility or liability whatsoever in case notices are not received or are received late due to the above.