



# First Ascent Spain 2024

## Rules

### 1. SPONSOR

Bending Spoons S.p.A., with registered office in Milan, Corso Como 15, 20154, taxpayer and VAT number 08931860962, number of registration with the Milan Monza Brianza Lodi Company Register 08931860962 (the “**Sponsor**”).

### 2. TRIP

The Sponsor organizes the competition entitled “First Ascent Spain 2024” (“**Competition**”) to select 20 students who win an exclusive retreat to Milan, Italy, offered by the Sponsor according to these rules, including the round-trip flight ticket, meals, accommodation, recreational and tourist activities (the “**Trip**”). The purpose of the Trip is to connect the Sponsor with talented young people in the field of technology, programming, and development of software. The Trip will last for 4 days, from September 26, 2024 to September 29, 2024.

### 3. ELIGIBILITY

Participation in the Competition is open to individuals who, at the application date, are (“**Applicants**”):

- At least 18 years old;
- Students in Science, Technology, Engineering and Mathematics (“**STEM Subjects**”) or who graduated either in 2023 or 2024 in a STEM Subject, or who, alternatively, can demonstrate an impressive track record in programming outside of academia. Preference will be given to students enrolled or who graduated in Computer Science, Information Technology, or Computer Engineering; and
- Citizens of Spain attending (or who graduated from) a government-recognized university anywhere in the world, or non-Spanish citizens attending (or who graduated from) a government-recognized university in Spain.

Only the Applicants who (i) have completed the application process according to these rules, (ii) are ranked in the top 20 positions, and (iii) have filled in the relevant documentation provided by the Sponsor (“**Winners**”) will participate in the Trip. The application process is held online and will assess Applicants’ CV and motivation letter, transcript records, interviews, logical tests, and behavioral tests. The Sponsor reserves the right to vary the order of the tests in its discretion. Applications open on April 16, 2024, and



close on June 12, 2024 ("**Application Deadline**"). The Sponsor reserves the right to postpone the Application Deadline in its discretion. Any change will be promptly communicated in any relevant channel. Any Applicant applying after the Application Deadline will be automatically excluded from the Competition. The final decision regarding the Winners selected for the Trip will be made by the Sponsor in its sole discretion. Winners will be announced by August 2024. The right to attend the Trip cannot be transferred to third parties. If a Winner is unable to take part in the Trip, the runners up in the Competition will not be entitled to replace them.

#### 4. TRANSPORT

The Trip includes a round-trip to Milan, Italy, with a low-cost carrier from the airport closest to each Winner's domicile or residence, but, in any case, within European boundaries. If the Winner's domicile or residence is outside Europe, transfer from the Winner's domicile or residence to Europe must be arranged and paid for by the Winner. Transfer from/to the Winner's domicile or residence to/from the closest airport must be arranged by the Winner. Transfer from/to Milan Airport to/from the Hotel will be made by public transportation paid for by the Sponsor, except for the subway tickets from Linate airport to the Hotel.

The Winners will be able to book their flight or train and transfer - if needed - following the instructions provided by the Sponsor via email. All the details on how to book flights will be emailed by the Sponsor to each Winner (the flight information, together with the information about the Hotel, the Meals and the Organized Activities are defined in these rules as the "**Travel Details**"). Each Winner will be able to book and get the boarding passes in time for the Trip.

Unless otherwise specified, Sponsor will cover the costs of any transport listed above as well as any other transport to/from the activities organized by the Sponsor during the Trip. However, the costs of the transports indicated below will not be covered by the Sponsor and will be borne by each Winner:

- Transfer from each Winner's domicile or residence to the departure airport
- Transfer from the return airport to each Winner's domicile or residence
- Any transport not related to the activities organized by the Sponsor for the Trip
- A new flight ticket, should the Winner miss any of the flights booked

#### 5. ACCOMMODATION

Winners will stay in at least 3-star hotels (the "**Hotel**"), in double rooms with single beds (subject to availability) and breakfast included. The Sponsor will communicate to the Winners any information regarding the Hotel and the rooms in advance in the Travel Details. The allocation of the Winners in the Hotel's rooms will be done by the Sponsor. Accommodation costs, including any tourist tax, will be paid for by the Sponsor.



## 6. VISA

Each Winner shall be responsible to verify any applicable requirement to be eligible for traveling to/from Italy, and, if needed, to obtain VISA in due time, bearing any related costs. The Sponsor will not arrange nor will cover any costs for the Winners' VISA. Any Winner who has not complied with the applicable travel requirements will be excluded from the Competition and the Trip. The Sponsor will not be liable for any such exclusions.

## 7. MEALS

During the Trip the Winners will be entitled to 3 breakfasts at the Hotel, 2 coffee breaks at the Sponsor's offices, 2 lunches and 3 dinners (the "**Meals**"). The Meals' program will be communicated to the Winners in advance in the Travel Details. The Sponsor shall pay for the Meals. However, the Sponsor shall not cover any snacks or beverages from the mini-bar of the Hotel's rooms, nor any other food not included in the menu previously agreed by the Sponsor with the restaurants and the Hotel, without prejudice to any change to the menu due to allergies, dietary restrictions, or religious beliefs, in which cases any extra costs will be covered by the Sponsor.

## 8. ORGANIZED ACTIVITIES

During the Trip, the Sponsor will organize some recreational and tourist activities for the Winners (for example, escape rooms and problem solving games) ("**Organized Activities**"). The program of the Organized Activities will be communicated in advance to the Winners in the Travel Details.

## 9. WINNERS' LIABILITY AND INDEMNIFICATION

Each Winner shall behave in a respectful and polite manner throughout the duration of the Trip and always abide by the law without endangering their or third-party safety, jeopardizing the prestige and reputation of the Sponsor, or causing any damage to the Sponsor or third parties. Each Winner will be solely and exclusively responsible for their conduct at the Hotel and for any damage caused to the Hotel or third parties. Each Winner, by applying for the Competition, agrees to these rules and undertakes to hold harmless and indemnify the Sponsor from and against any damage caused to the Sponsor or third parties. Each Winner acknowledges that the insurance taken out by the Sponsor, if any, shall not be construed or interpreted as a limitation of the Winners' liability.

## 10. LOGISTICS

The Sponsor reserves the right to make any change to the Competition or the Trip, including changes to the dates, activities, and destination, as well as to cancel, offer remotely, or postpone the Trip and the Competition to a later date for any reason, including health and safety concerns related to the Covid-19



pandemic. The safety of the Winners and any other person involved in the Competition is the Sponsor's priority. All participants will be promptly informed of any change. The Sponsor will not be liable for any such changes.

## **11. PRIVACY AND AUTHORIZATION TO USE PERSONAL IMAGE**

Sponsor will process Applicants' personal data in compliance with Regulation (EU) 2016/679 (GDPR) and Italian Legislative Decree No. 196/2003 (as amended, Italian Privacy Code), and in accordance with the Privacy Policy made available to them during the application process.

By submitting an application, Applicants, only for the case that they will be selected among the Winners, expressly authorize, consent, and grant to the Sponsor, free of any charge, the right to record and use their image, likeness, voice, conversations, name, biographical and identification information pursuant to Article 10 of the Italian Civil Code, Article 96 and 97 of Italian Law 233/1941, and any other applicable law, in and in connection with the results and proceeds of the audio-visual recordings and photography made by the Sponsor of the Trip, for the advertising, publicizing, and commercialization of the Trip and/or any other event that the Sponsor may organize in the future, in all media now known or developed in the future, for an unlimited number of times, in any territory, and in any language.

## **12. GENERAL**

The laws of Italy, excluding its conflict of law provisions, will govern these rules, the Competition, and the Trip. Any and all disputes, controversies or claims arising out of or related to the interpretation, performance or termination of these rules, or a breach thereof, will be submitted to the exclusive jurisdiction of the Courts of Milan, Italy. These rules are available on the Competition's website and may be changed by the Sponsor at any time. In the event of conflict between these rules and any subsequent amendments, the latter will prevail. The amended rules will come into force once it has been published on the Competition's website. Any communications or requests for information related to the Competition must be sent by email to [hello@firstascent.io](mailto:hello@firstascent.io) indicating "FIRST ASCENT Spain 2024 – Student Communications" in the email subject.

**Pursuant to articles 1341 and 1342 of the Italian Civil Code, Applicants declare they have read and specifically accept sections 3, 6, 9, 10, 11, and 12 of these rules.**