



Vogue Italia YOOX Challenge -The Future of Responsible Fashion

INITIATIVE PROMOTED FOR SEARCHING NEW TALENTS

Initiative excluded from the application of the Italian regulation for prize competitions as per article 6, paragraph 1, of the Italian d.p.r. 26/10/2001, N° 430

TERMS AND CONDITIONS FOR PARTECIPATION IN THE “*VOGUE ITALIA YOOX CHALLENGE -THE FUTURE OF RESPONSIBLE FASHION*”

INITIATIVE

WHEREAS:

Edizioni Condé Nast S.p.A., with registered office in Milan (Italy), Piazzale L. Cadorna 5, publisher of the famous magazine Vogue Italia (hereinafter referred to as “**Condé Nast**”) and YOOX NET-A-PORTER GROUP S.p.A., company with sole shareholder subject to direction and coordination of Compagnie Financière Richemont S.A., with registered office in Milan (Italy), Via Morimondo 17, 20143 Milano, Tax Code and VAT Number 02050461207, with share capital of € 1.384.207,41 fully paid up (hereinafter referred to as “**YNAP**”), launch the 1st edition of the initiative “*Vogue Italia Yoox Challenge – The Future of Responsible Fashion*” (hereinafter referred to as “**Initiative**”), a scouting project aims to support emerging designers and/or start-ups who placed sustainability values at the heart of their process and who can make the difference in sustainable apparel.

The ten-year affiliation between the abovementioned two companies has always been dedicated to supporting the new generation of creatives providing them with assistance and mentorship. Supporting this new conscientious generation is a challenge that should be faced in order to conceive a better future and increase awareness within the fashion system.

PURPOSE

The aim of the Initiative is to drive and support innovation that challenges the existing production and consumption system with the purpose of significantly reduce the environmental and social impact of the fashion industry.

THEMES

The Initiative seeks to support one of the following innovation fields:

- Materials Innovation – where the innovation offers new ways to reuse or create more sustainable materials (that replaces a conventional material such as polyester, cotton, viscose or leather with an alternative that has significantly less environmental impact)
- Design & Manufacturing Innovation– where the innovation explores more sustainable ways to develop and produce fashion products (significantly reducing waste or environmental impact)
- Retail Innovation – where the innovation explores new, more sustainable retail models or experiences (such as rental, resale or sharing)
- Cultural Innovation – where the innovation facilitates radical transparency or creates engagement with sustainability issues, driving action towards more sustainable consumption.

ELIGIBILITY REQUIREMENTS

To enter the Initiative the applicants must, during the Application Period:

- submit, in their chosen digital format, one (1) entry via www.yoox.com/project/vogueyooxchallenge (“**Entry**”);
 - be an individual or group of age who have reached the age of majority (18 years);
 - be a fashion brand (registered business or sole trader producing womenswear; menswear, footwear, accessories or jewellery); or
 - be a social enterprise; or
 - be a technology start-up company.

(hereafter “**Eligible Applicant/s**”)

APPLICATION PROCESS

Participation in the Initiative is free of charge.

- Application process opens from the 23rd of February 2020 till the 03rd of July 2020 (“**Application Period**”);
- Eligible Applicants must fill the online application form at following link: www.yoox.com/project/vogueyooxchallenge (the “**Site**”). Applications shall be submitted in English. Each submitted application (and the related information, contents and materials) will be automatically forwarded to the address vogueyooxchallenge@condenast.it for the purpose of facilitate the selection process;
- Until the 17th of July 2020 the Scientific Committee - as defined below - will review the applications of the Eligible Applicants and will select a maximum of 10 finalist projects who better respond, on the unquestioned judgment of the Scientific Committee, to the requirements set forth in the following paragraph;
- Within the 30th of October 2020 the Jury Panel - as defined below - will review the finalist projects and will select one winner project who better respond, on the unquestioned judgment of the jury itself, to the requirements set forth in the following paragraph and who will be awarded on February 2021 (“**Winner**”).

Entries shall be submitted in the English language and may be submitted in any digital format selected by each Eligible Applicant (e.g. written/video), provided that it does not exceed a file size limit of 10 MB for pdf and 200 MB for videos by no later than the Closing Date: 3rd July 2020. Eligible Applicant shall be liable to submit complete and accurate Entry. Each Eligible Applicant shall indicate its full name and date of birth in its covering email.

The Eligible Applicants shall be aware that participation in the Initiative does not imply or determine, for itself, the attribution of any right to receive any compensation of any kind and nature. It is also understood that the costs of participating in the Initiative shall not be borne and/or reimbursed in any case by Condé Nast and/or YNAP.

The present Initiative's terms and conditions may be modified by Condé Nast and/or YNAP from time to time providing communication and information through the websites Vogue.it, yoox.com and via e-mail to the address indicated by each Eligible Applicant in the related application. In case of conflict between these terms and conditions and any possible related amendments, the latter shall prevail.

PROCESSING OF PERSONAL DATA

Participation in the Initiative is voluntary and requires the processing of the personal data provided by the applicants. The submission of an application implies full and unconditional acceptance of these terms and conditions, as well as acknowledgement and acceptance of the information notice available at the following link <https://secure.social.yoox.it/yspecial/VogueYooxChallenge/VogueYOOXChallengePrivacy.pdf>

The personal data supplied by each applicant within the submission of the application (and any other possible personal data provided by the applicant and/or the selected designer/s and or start-up/s related to the Initiative's participation) will be processed by Condé Nast and YNAP – as joint controllers of the data processing pursuant to the joint controllership agreement entered into by Condé Nast and YNAP setting out purposes terms and conditions of processing– pursuant to Regulation (EU) 2016/679 on the protection of personal data and the relevant implementing rules and for the purposes referred to in the abovementioned information notice.

Applicants shall comply with the applicable laws and regulations on personal data protection, including, without limitation, the Regulation (EU) 2016/679 on the protection of personal data and the relevant implementing rules and the Italian D. Lgs. 196/2003.

JUDGING CRITERIA

Entries will be judged based on the following criteria:

- 1) Sustainability impact (MANDATORY)
 - Eligible Applicants shall demonstrate sustainability values through their project and the idea at the basis of them;
- 2) Originality (MANDATORY)

Eligible Applicants shall demonstrate the idea at the basis of the submitted project (and the project itself) is original and it do not infringe any third party's rights, including, without limitation, any intellectual property rights;
- 3) Viability (MANDATORY)
 - Eligible Applicants shall demonstrate and submitted through the project:
 - (i) a viable idea and prototype (where it exists);
 - (ii) a business case for the innovation;
 - (iii) they have the right skills to deliver the innovation

4) Vision (MANDATORY)

- Eligible Applicants shall be able to demonstrate a clear strategy for how the prize money will be spent and how it will contribute to the sustainable development of the fashion industry.

PRIZE

The designer/s and or start-up/s which will be selected by the Jury Panel as a Winner:

- i. will receive € 50,000.00, as cash prize, in a maximum of two tranches;
- ii. will have the opportunity to participate in an editorial content of the magazine Vogue Italia; and
- iii. will also have the opportunity to participate in a personalized 12-month tailored mentoring programme organized and managed by YNAP with the help of Create Sustain, a well-known consulting company in the sector of sustainability, with the aim of developing the innovation and needs of each project.

The Prizes are non-transferable and non-exchangeable.

No cash alternative will be provided for prizes under points ii and iii. The Prize is personal to the Winner and is for private, not commercial, use.

CONDITIONS FOR PARTECIPATION

- The maximum of 10 finalists selected by the Scientific Committee shall be available for video interviews and backstage shooting. The related photographic and audiovisual materials may be shared and published on Condé Nast and YNAP websites and social platforms, as well as on Condé Nast magazines (both print and digital version), without temporal and territorial limits, for Initiative's promotional, communication, public relation and storytelling purposes;
- The awarded designer/s and/ or start-up shall take part to the event on February 2021. The awarded designer/s and/ or start-up will be updated in the following months;
- The awarded designer/s and/ or start-up shall sign the YNAP code of conduct;
- The awarded designer/s and/ or start-up shall participate in the 12-month mentoring programme;
- The awarded designer/s and/ or start-up shall participate in press/promotion activities related to the Initiative and the awards;
- The awarded designer/s and/ or start-up shall provide a budget and report on how the cash Prize is spent.
- Any intellectual property right related to the submitted project and to the underlying innovation and ideas shall remain in the ownership of each applicant.

SCIENTIFIC COMMITTEE AND JURY

A scientific committee composed by Alex McIntosh, Giorgia Roversi, Francesco Perrini, Francesca Romana Rinaldi and Elisa Pervinca Bellini, will preside over the selection of the maximum of 10 finalists ("Scientific Committee").

A jury panel, composed by Federico Marchetti, Chairman and Ceo YNAP, Emanuele Farneti, Vogue Italia Director and Sara Sozzani Maino, Vogue Italia Deputy Editor-in-chief and Head of

Vogue Talents, together with CSR managers, opinion leaders, leading figures of fashion industry and international media, will have the task of designate the Winner/s ("Jury Panel").

The Eligible Applicants declare to raise no objections with reference to (i) the composition of the Scientific Committee and the Jury Panel, (ii) the decision-making process, and (iii) the final decision taken by the Scientific Committee and the Jury Panel.

EXCLUSION FROM THE PROJECT

The Applicants who have submitted incomplete, out of time or without attendance requirements application may be excluded from the Initiative at YNAP and Condé Nast own discretion.

Condé Nast and/or YNAP will be allowed to exclude from the Initiative the Applicants which do not comply with these terms and conditions.

In case of non-acceptance of an application, the documentation submitted will not be returned by Condé Nast and YNAP.

APPLICANTS' DECLARATIONS AND WARRANTIES

Each Eligible Applicant undertakes and guarantees:

- (i) to keep confidential the details of its Entry and to not disclose the related project with any third party since the end of the Initiative. Each Eligible Applicant also undertakes to not submit project already candidate to other initiatives, different from the Initiative;
- (ii) that the submitted project shall be original, shall not infringe any law or regulatory provision applicable, whether national or supranational, or any distinctive sign, intellectual or industrial property right, industrial secrets, copyright or other third party right;
- (iii) that he/she/it shall not realize any vulgar, irrelevant, offensive and/or inappropriate project (and/or contents) and that, in any case, he/she/it shall comply scrupulously with the indications and instructions contained in these terms and conditions;
- (iv) that he/she/it shall avoid advertising content and that he/she/it shall not submit a project that has already been proposed and/ or submitted within different initiatives;
- (v) that the submitted project shall not have any slanderous, offensive, obscene and/or blasphemous elements and/or content and shall comply with the principles of public order and good practice;
- (vi) that the submitted project shall not infringe any patrimonial or personal rights of third parties (including copyright and intellectual property rights, moral rights, image, honor, decorum and/or reputation and/or confidentiality rights, copyright, personal data protection rights, publication or other rights);
- (vii) he/she/it has obtained all consents and releases from any possible holder of rights to the project for any reason and he/she/it also holds any other permits and authorizations required by law and/or regulatory provisions, including but not limited to laws and or regulations regarding the processing of personal data of any and data subject/s for any reason involved that may be necessary for project submission within the Initiative. In particular, if the project contains elements and/or parts drawn from third party works, he/she/it shall henceforth guarantee that he/she/it has obtained and/or shall obtain all necessary authorizations from the persons entitled thereto, such as, by way of example and not exhaustively, the rights connected with the relevant presentation within the Initiative;
- (viii) all deeds of acquisition of the rights and any consent shall be made available to Condé Nast and/or YNAP upon request;

(ix) there are no third parties' rights or claims in conflict with Eligible Applicant's declarations and warranties provided herein;

(x) that the information contained in the application and in the project shall be lawful, accurate, truthful and correct, shall not cause offense to persons or entities, and shall provide a correct and truthful representation of the reality and the events therein indicated;

(xi) to be aware that the project submission as well as its possible dissemination to the public and exhibition within the Initiative constitutes a disclosure of the related designs or models pursuant to the articles 32 and 34 of the Legislative Decree N° 30 of 10 February 2005 (Italian Code of Industrial Property);

(xii) to not transfer and/or dispose of any existing and future intellectual property rights in the Entry and in the project (i.e, patents, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information - including know-how and trade secrets - and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world), in favor of anyone, in any place, until the announcement of the winner.

Each Eligible Applicant shall be solely and exclusively liable for the submitted project and the compliant for any applicant law and regulation applicable to the project. Therefore, Condé Nast and / or YNAP cannot be held liable for any project's contents. Each Eligible Applicant shall indemnify and hold Condé Nast and YNAP harmless from any claim and/or action and/or cost and/or damage (including legal fees refund) made or brought before the courts by third parties against Condé Nast and/or YNAP, related to the submitted project.

LIMITATION OF LIABILITY

YNAP and Condé Nast shall not be liable (i) for the failure to receive an application, for any reason, (ii) for the receipt of illegible and/or incomplete data, as well as (iii) for the non-delivery of any communication related to the Initiative due to any incorrect or out of date data by the Eligible Applicant, not available email address, email contained in black-list, full or disabled mailbox, unavailable servers or antisipam filters.

YNAP and Condé Nast shall not be liable for any damage and/or loss arising from direct or indirect events of any different nature and kind, connected with the applicants' participation to the Initiative. No claims, including for compensation or any other claim of any kind, may be submitted by the applicants with reference to their participation in the Initiative and/or in case of loss or damage connected to the submitted projects and to the related ideas, collections, prototypes etc..

APPLICABLE LAW AND JURISDICTION

These terms and conditions are governed by the laws of Italy. Any dispute which may arise out in connection with the interpretation, effectiveness, performance or termination of these terms and conditions, shall be submitted to the exclusive jurisdiction of the Courts of Milan (Italy).