

PRIZE DRAW RULES

Prova a vincere con Be Together - Ed. 1

*The Promoter, pursuant to and for the purposes
of Article 10 paragraph 4 of Presidential Decree No. 430/2001,*

intends to notify all recipients

that these regulations are amended as follows.

In particular, it is modified:

The end date which will no longer be 01/10/2023 but will be 05/11/2023.

The final drawing date

for phase 1 which will no longer be by 2/11/2023 but will be by 07/12/2023

and for phase 2 which will no longer be by 2/11/2023 but will be by 07/12/2023

Therefore, the following paragraphs will be modified:

3. *PERIOD OF VALIDITY*
8. *PHASE 1 - INSTANT WIN and FINAL DRAW - subsection FINAL DRAW and PRIZES.*
9. *PHASE 2 - WEEKLY DRAWS*
10. *PRIZES AVAILABLE – METHOD OF USE AND DELIVERY*
14. *PRIZE POOL*

For the sake of clarity, related changes will be highlighted in bold italics by crossing out the dates previously shown.



Be Charge Srl

Registered office: no. 11, Via Carlo Bo, Milan
Fully paid-up share capital €500,000.00
VAT no. & Tax reference no. 09957510960
Registered in the Milan Chamber of Commerce
and the Milan Economic Administrative Index
under no. 2124183
Company with sole shareholder

**Società soggetta all'attività
di direzione e coordinamento di**





1. PROMOTER

Be Power S.p.A., with registered office at no. 11 Via Carlo Bo, 20143 Milan, Italy VAT no. 09950180969 (the 'Promoter')

1.1. ASSOCIATE

Be Charge S.r.l., with registered office at no. 11 Via Carlo Bo, 20143 Milan, Italy VAT no. 09957510960 (the 'Associate')

1.2. REPRESENTATIVE

Advice Group S.p.A., with registered office at no. 4 Via Riberi, 10124 Turin. VAT no. 09322540015.

2. TYPE

Prize draw

3. PERIOD OF VALIDITY

From 05/06/2023 to ~~01/10/2023~~ **05/11/2023** (hereinafter, the 'Period of Validity').

There will be one draw for phase 1 of the prize draw by ~~02/11/2023~~ **07/12/2023** and multiple draws for phase 2 of the prize draw by ~~2/11/2023~~ **07/12/2023**.

4. TERRITORY

This prize draw will be valid for the Period of Validity throughout Italian national territory and the Republic of San Marino, in the areas covered by the services of the Promoter or the Associate.

5. PURPOSE OF THE PRIZE DRAW

This initiative is aimed at promoting the services marketed by the Promoter and the Associate, promoting the use of Be Charge's free app (the 'App' or the 'Be Charge App'), and promoting the charging of electric vehicles at the charging points sited in Italian national territory and in the Republic of San Marino. This prize draw is part of the loyalty initiative belonging to the Promoter and the Associate, named 'Be Together'.



6. DEFINITION OF 'YOU'

'You' means all legal persons and natural persons over the age of 18, who:

- has downloaded the Be Charge App;
- has created a profile by registering at least a name, a surname, an email address and a telephone number;
- has selected Italy when registering in the App as 'Charging Country', which indicates the country in which You wish to charge a vehicle. You may change this selection any time You deem it appropriate, by accessing the relevant section in the App.
- has applied to be a member of the Be Together initiative.

You will be identified by Your Be Charge identification code. This identification code is assigned automatically when registering in the App.

The following persons ARE EXCLUDED from entry:

- anyone who downloads the Be Charge App on a device without registering ('Guest' users);
- anyone who entered a 'Charging Country' other than Italy when registering.

7. METHOD OF ENTRY

This prize draw is divided into two phases. To enter this prize draw, available exclusively during the Period of Validity, You must:

- download the Be Charge App;
- create a profile by registering at least Your name, surname, email address and telephone number;
- select Italy when registering in the App as 'Charging Country', which indicates the country in which You wish to charge a vehicle. You may change this selection any time You deem it appropriate, by accessing the relevant section in the App. You are deemed to have participated when You have correctly selected the 'Charging Country'. Any actions performed before that moment do not count as an entry to the prize draw.
- apply to be a member of the Be Together initiative, reading the terms and conditions of the initiative (the 'Be Together Terms & Conditions'), the privacy policy, and these rules.



Anyone who has already downloaded the App prior to the Period of Validity and has already registered, need only apply to be a member of the Be Together initiative, reading the Be Together Terms & Conditions, the privacy policy, and these rules.

The Be Charge App is totally free of charge and can be downloaded onto Your device from whichever store You obtain apps and can be used without any additional cost except for normal data usage costs agreed by You with Your personal service provider.

The App has been developed to guarantee compatibility with the following platforms/languages:

- Apple iOS 13
- Google Android 6

Please note that an You may only participate via the App when there is an active internet connection; this is necessary to correctly receive all content. Once the App is installed, You must open it and navigate through the contents.

Please note that:

Apple Inc. ('Apple') does not sponsor the 'Promoter' and does not provide the service or sponsor any of the benefits offered as a prize;

Google Inc. ('Google') does not sponsor the 'Promoter' and does not provide the service or sponsor any of the benefits offered as a prize.

Also, the App is downloadable from digital platforms (Google Play for Android and App Store for Apple) whose respective owners are not involved in any way with the organisation and administration of the initiative. Their involvement is limited only to making available the above-mentioned download systems. These digital platforms are only the technological method through which the App can be downloaded. Once downloaded, the digital platforms make the App available on Your device.

Prior to entering the prize draw, You are responsible for ensuring that Your device and internet connection are suitable for submitting a prize draw entry.

Participation and receiving any prize are entirely dependant upon You meeting the minimum terms and conditions set out in these rules. In particular, the characteristics set out in individual paragraphs must be observed. The Promoter and the Associate reserve the right to perform any checks that they deem appropriate at any time they consider it to be necessary.



There will be two phases of prize draw in which You may participate.

PHASE 1 – as described in the corresponding paragraph,

which includes 2 game mechanisms

INSTANT WIN - Welcome Together

FINAL DRAW

PHASE 2 – as described in the corresponding paragraph,

which has the following game mechanism

WEEKLY DRAWS – Charge Together

8. PHASE 1 – INSTANT WIN and FINAL DRAW

Under this mechanism, You participate in an Instant Win draw and a Final Draw.

INSTANT WIN

This method of play selects a winner at random based on pure chance. This is determined by a random process which begins only when You starts the procedure. You have no influence or effect on the determination of winners. Prizes are assigned by a computer system which randomly assigns prizes to entries. Special software has been created for this purpose.

You, once You have carried out the actions described in section 7 and having applied to be a member of the Be Together initiative during the Period of Validity, reading the Be Together Terms & Conditions, the privacy policy, and these rules, will automatically see a screen regarding the Instant Win prize draw and a reference to these rules. After reading the rules, You must choose whether to participate in the Instant Win draw by clicking on the 'Enter' button.

You may only participate in the Instant Win draw during the entire Period of Validity; therefore, if You do not wish to play and if You express this wish by clicking on the 'Do Not Enter' button, You will lose the right to participate in the Instant Win draw. If You do not make any choice, You may decide again whether or not to participate by using the same procedure when You next access the App. If You have proceeded by clicking on the 'Enter' button, You will be advised if You have won a prize, which is assigned completely randomly by the Instant Win mechanism management software. This will occur directly by video in the App, a few moments after the Instant Win game play.



If You win, You will receive an email – at the address used when You registered in the App – with instructions on how to claim the prize. The email will be sent as quickly as possible and in any case within 180 days from the date the prize is won, and following checks performed by the Promoter to ensure that the data is correct and that the rules have been observed.

You cannot hold the Promoter and the Associate liable if:

- Your mailbox is full;
- the email address You provided during registration is incorrect or incomplete;
- there is no response from Your email host after the email is sent;
- Your mailbox is deactivated or disabled;
- the email address You provided during registration appears on a black-list.

Also, You are solely responsible for managing Your email with particular regard to adopting security measures to prevent Your mailbox from being accessed by unauthorised persons.

The Promoter and the Associate assume no liability for any errors You make when communicating Your email address.

Prizes are non-transferable.

The Promoter and the Associate reserve the right to perform any checks they deem necessary to ensure that the terms and conditions of entry have been observed.

Any entry deemed to be fraudulent, and the related winner, will be assessed and subject to all checks that are deemed necessary; if these checks confirm that an entry is fraudulent, the related winner's prize will be revoked.

In the event of a fraudulent entry being received, the Promoter and the Associate reserve the right to take all appropriate action to protect their interests, including legal action.

You are responsible for ensuring that Your contact information is correct and active. If this is not the case, any prize won cannot be assigned.



MANAGEMENT SOFTWARE

Prizes are assigned purely at random and will be assigned by software with anti-tampering and uneditability certification. Prizes will be assigned by pure chance, as per the substitute declaration drafted in place of a notarial deed and issued by the technical manager responsible for creating the software, to ensure that You are treated fairly and equally and to ensure public faith in the software. This declaration will be attached to the documentation issued to begin the prize draw and forwarded to the Italian Ministry of Economic Development.

The prize draw management website, the software and the database used to collect Your data for the draw are located on servers sited in Italy.

PRIZES

For the Instant Win draw, ~~357~~ **462** winners will be chosen at random over the entire duration of the prize draw. Each Instant Win draw prize consists of:

2 x BE CHARGE DISCOUNT COUPONS

worth €5 each, which can be used for two charging sessions worth at least €8 each,
for a total of €10 per winner.

Discount coupons must be used by and no later than 31/12/2023.

Please note that You can only win one prize of this type throughout the duration of the prize draw. For information on any unassigned prizes, please see section 12 of these rules.

If there are any malfunctions in the network or other problems which may lead to the association between the result of the draw and the winner's video not being managed correctly, please note that to identify winners, the Promoter and the Associate will rely solely on the data contained in the report of the assignation/draw system.

If You win, the email issued to You will contain all instructions for claiming the discount coupon. In any case, to use the discount coupon, You must enter the App and select 'add coupon' in the Profile section. You will be asked to enter the voucher code received in the email.



Discount coupons may be used for any type of charging session (AC, DC, Fast, etc.) on any type of charging point and regardless of any tariff plan You have already chosen (subscription, etc.).

FINAL DRAW

If You have validly participated in the Instant Win draw ('validly participated' means that You have started the draw procedure that has led to a winning or unsuccessful draw), as described above, and have not won any prize, You will have the right to enter the Final Draw.

The Promoter, before ~~06/10/2023~~ **06/11/2023**, will produce a list – in digital format – of all entrants who have participated in the Instant Win draw but have not won.

From this list, in the presence of a notary or a member of the Chamber of Commerce tasked with protecting public faith, the following will be drawn using the prize draw management software:

- 10 winners who will each win 2 x BE CHARGE DISCOUNT COUPONS worth €5 each, which can be used for two charging sessions worth €5 each, which can be used for two charging sessions worth at least €8 each, for a total of €10 per winner.

The following will also be drawn:

- 30 reserve winners

Reserve winners will be used in the event that any prize (2 x Be Charge discount coupons worth €5 each for a total of €10) is not assigned for any reason which renders a winner's entry ineligible.

Prizes will not be attributed to winners will be assigned to reserve names in the order in which they are drawn.

The win communication (the '**Communication**') and the prize will be sent to the winner to the email address provided when registering in the App, within 30 days of the date of assignment.

If You win, the email issued to You will contain all instructions for claiming the discount coupon. In any case, to use the discount coupon, You must enter the App and select 'add coupon' in the Profile section. You will be asked to enter the voucher code received in the email.

Discount coupons may be used for any type of charging session (AC, DC, Fast, etc.) on any type of charging point and regardless of any tariff plan already chosen by the Entrant (subscription, etc.).

Discount coupons must be used by and no later than 31/12/2023.



The Promoter cannot be held liable if:

- Your mailbox is full;
- the email address You provided during registration is incorrect or incomplete;
- there is no response from Your email host after the email is sent;
- Your mailbox is deactivated or disabled;
- the email address You provided during registration appears on a black-list.

Also, You are solely responsible for managing Your email with particular regard to adopting security measures to prevent Your mailbox from being accessed by unauthorised persons.

The Promoter assumes no liability for any errors You make when communicating Your email address.

9. PHASE 2 – WEEKLY DRAWS

You may also participate in PHASE 2 of this prize draw. To participate, as well as applying to be a member of the Be Together initiative, reading the terms and conditions of the initiative (the 'Be Together Terms & Conditions'), the privacy policy for the processing of personal data, and these rules, You must also do the following during the Period of Validity:

- Use the App to charge your vehicle with at least 10kWh at one of the charging stations useable and visible in the Be Charge App that is sited in Italian territory or in the Republic of San Marino, regardless of how much is spent on the charging session.

To charge your vehicle, You must create a billing profile, which is not an Associate Profile, entering the required information – name, surname, address and tax reference number – in the 'Billing Profile' field of the 'Profile' section. Please also note that the charging sessions that will be considered to be valid for participation are those performed in the Period of Validity for this prize draw and that have been performed after accepting the Prize Draw Rules.

To be eligible to participate, the transaction must be valid and successful.

As explained above, You must charge your vehicle with at least 10kWh. The charging session may be performed at any qualifying charging point available in the App and also using the tariff plans



You have already chosen (subscription/prepaid packages, etc.). **Please note that charging sessions begun using an RFID card do not allow access to the weekly draws.**

If Your billing profile is an 'Associate Profile' and if You do not possess any other billing profile, YOU WILL BE EXCLUDED from the prize draw. An Associate Profile is a type of billing profile configured by a user in the App using a code shared by a Business user which owns the profile. In this case, the user of this profile may only start, monitor and terminate a charging session using the Associate Profile. Payment and billing are the responsibility of the inviting Business profile.

Once the charging session is complete, You will have the right to enter the draw for the week in which the charging session is performed and must wait for the result of the draw which will be made by ~~02/11/2023~~ **07/12/2023**. Each weekly draw will include all entrants for that week.

If You charge a vehicle multiple times in one day, You will have the right to enter the weekly draw only once per day for each valid charging session up a maximum of 7 entries in one week.

This limit also applies if You charge a vehicle multiple times in one day by using different billing profiles.

The Promoter, for each weekly prize draw, will produce a list – on digital format – of all entrants who have the right to participate in the prize draw. From this list, in the presence of a notary or a member of the Chamber of Commerce tasked with protecting public faith, the following will be drawn using this prize draw's management software:

- ~~17~~ **22** winners who will each win one of ~~17~~ **22** prizes consisting of prepaid vouchers in accordance with the following table:

TYPE OF PRIZE	WEEKLY QUANTITY	UNIT VALUE
PREPAID VOUCHER	11	€25
PREPAID VOUCHER	5	€50
PREPAID VOUCHER	1	€100

Winners cannot choose the prize won.



The following will also be drawn from the entry database:

- 51 reserve winners

Reserve winners will be used in the event that the above prizes are not assigned for any reason which renders a winner's entry ineligible.

Prizes will not be attributed to winners will be assigned to reserve names in the order in which they are drawn.

The communication notifying that a prize has been won (the '**Communication**') and details of the prize will be sent to the winner to the email address provided when registering in the App, within 30 days of the date of assignment.

If You win, the email issued to You will contain all instructions for claiming the discount coupon. In any case, You will find the 'wallet' in which the prize will be automatically credited in the App, in the 'Profile' section, in the 'Payment Method' area.

The prize, i.e., the prepaid voucher, may be used for any type of charging session (AC, DC, Fast, etc.) on any type of charging point available in the Be Charge App and regardless of any tariff plan You have already chosen (subscription, etc.).

The prepaid voucher must be used by and no later than the 365th day from the winner being assigned.

The Promoter cannot be held liable if:

- Your mailbox is full;
- the email address You provided during registration is incorrect or incomplete;
- there is no response from Your email host after the email is sent;
- Your mailbox is deactivated or disabled;
- the email address You provided during registration appears on a black-list.

Also, You are solely responsible for managing Your email with particular regard to adopting security measures to prevent Your mailbox from being accessed by unauthorised persons.



The Promoter assumes no liability for any errors You make when communicating Your email address.

You, identified with Your Be Charge identification code, may register a maximum of 7 entries per week and can win a maximum of one prize per each week of the draw during the entire Period of Validity of the prize draw. You will be identified using the Be Charge identification code assigned by the Promoter when You registered in the App. You possess only one Be Charge identification code regardless of the number of billing profiles entered.

10. PRIZES AVAILABLE – METHOD OF USE AND DELIVERY

ASSIGNMENT METHOD	PRIZE	TOTAL QUANTITY	TOTAL VALUE
PHASE 1			
INSTANT WIN	2 x €5 BE CHARGE DISCOUNT COUPONS	357 462	3.570 € 4.620 €
FINAL DRAW	2 x €5 BE CHARGE DISCOUNT COUPONS	10 12	100 € 120 €
PHASE 2			
WEEKLY DRAW	€25 PREPAID VOUCHER	187 242	4.675 € 6.050 €
WEEKLY DRAW	€50 PREPAID VOUCHER	85 110	4.250 € 5.500 €
WEEKLY DRAW	€100 PREPAID VOUCHER	17 22	1.700 € 2.200 €

Prizes will be delivered to the winners within 180 days of the date the prize is won.

Winning users are entirely responsible for using any discount coupon and/or prepaid voucher won, by the pre-established date, as also specified in the winner’s Communication email. The €5 discount vouchers must be used by and no later than 31/12/2023; prepaid vouchers must be used within 365 days of the win date.



Prizes are as stated and cannot be converted to cash or other alternative, nor is there any right to request, with or without the addition of cash, the possibility of choosing or receiving a prize that is different from the prize assigned, even if it is of lower value.

The Promoter and the Associate are not liable if communications relating to a prize or other communications are not delivered, for reasons caused by You. Examples of these reasons include, but are not limited to: Your email address or personal data are incorrect, Your email address or personal data are false, Your email address is unavailable or is entered on a black-list, Your mailbox is full or disabled, Your email server cannot be reached, the communication is caught by Your anti-spam filter, or due to problems caused by Your private computer settings. Also, You are solely responsible for managing Your email with particular regard to reading prize emails and adopting security measures to prevent Your mailbox from being accessed by unauthorised persons.

The Promoter and the Associate cannot be held liable for the improper use of prizes by winners, nor for the performance of the services to which the prizes give right.

You are entirely responsible for correctly entering or checking that You have correctly entered Your email address. If this is entered incorrectly, it may lead to a failure to deliver communications or prizes.

11. EXCLUSION FROM PARTICIPATION AND FAILURE TO CONFIRM A PRIZE

The Promoter and the Associate reserve the right to exclude You from participating in situations in which You use resources and/or tools with the capability of influencing the random nature of draws, or if Your entry is in any way deemed to be suspicious, fraudulent or in violation of the normal performance of the initiative. The Promoter and the Associate, or a representative third party, reserve the right to act, under the terms deemed to be most appropriate and pursuant to existing law, to limit and inhibit any initiative aimed at bypassing the system.

The Promoter and the Associate reserve the right to perform a check at any time on Your position to ensure that You fully meet the participation requirements. If You do not meet one or more of the participation requirements, the Promoter reserves the right to exclude You from the prize draw or to withhold any prize won.



12. WITHHELD, UNASSIGNED, REJECTED PRIZES

Instant Win prizes unassigned due to a lack of entries, or withheld following checks, will be put back into a prize pool for any final one-off 'repêchage' draw which will be made at the same time as the forecasted final draw.

If You have validly participated in at least 1 Instant Win draw, You will be entered into the 'repêchage' draw database, without any prize being awarded.

For final draw prizes and/or if a final one-off 'repêchage' draw is required, checks may be performed before contacting a winner and sending any prize. If the outcome of the check is negative, the drawn winner will not be contacted, and the prize will be allocated to the first available reserve.

The Promoter assumes no liability in the event that a draw winner cannot be contacted or the winner does not reply in time due to a failure to check the details used for communications.

13. GENERAL RULES

By participating in this prize draw, You agree to accept the clauses contained in these rules.

Please note that the Promoter, during the Period of Validity of the initiative, may send communications relating to the prize draw and to the prize pool to the email address You entered to allow You to claim prizes.

If Your entry is deemed by the Promoter to be fraudulent, You will be prevented from claiming any prize.

If You fail to provide details or if You provide incorrect details for one or more elements requested to confirm a prize win, You will lose the right to that prize.

14. PRIZE POOL

The overall value of the prize pool (PHASE 1 and PHASE 2) is ~~14.295 €~~ **18.490 €**, with VAT paid at source.



15. GUARANTEE

To guarantee the prize pool, the Promoter has provided a guarantee to the Italian Ministry for Economic Development, equal to 100% of the prize pool, pursuant to Article 7, paragraph 1, Italian Presidential Decree 430/2001.

16. PUBLICITY

The prize draw will be publicised under the terms or using the method set out in these rules by App communications, email, advertising, and social media. The Promoter reserves the right to use any means of communication it deems appropriate to make You aware of the contents of this prize draw. The complete set of rules will be available in the relevant section of the Be Charge App named Be Together and at <https://www.bec.energy/en/loyalty-be-together/>.

17. MISCELLANEOUS

Please note that entry to this prize draw is free of charge except for normal data usage costs agreed by You with Your personal service provider. The Promoter assumes no liability for any technical problems with access, obstruction, malfunction or difficulty regarding technical equipment, computer, cables, electronics, software and hardware, transmission and connection, or telephone line which may prevent You from accessing its website and from participating or accessing any part of the site.

18. CHARITABLE DONATION

Any prizes from the prize draw prize pool that are not assigned and/or unclaimed will be assigned to the following charity:

Fondazione Piemontese per la Ricerca sul Cancro

no. 142 Strada Provinciale, Candiolo (TO),

Tax reference no. 97519070011

19. WAIVER OF THE RIGHT TO WITHHOLD TAX



The Promoter waives its right to withhold amount for tax purposes, pursuant to Article 30, Italian Presidential Decree 29/09/73, from winners of prizes in the pool.

20. CANCELLING AN ACCOUNT

If You no longer wish to participate in this Initiative, You can contact Be Charge's customer services team and make a request to be removed from the draw database. In this case, You will no longer be able to access the various ways of playing and will not be eligible for any prize, but You may still use any prize won up until that moment.

If You deletes the Be Charge App, You can no longer use prizes already won but not yet used. You can only use any prizes won when You restores the App, and if the terms and conditions of using the prize, set out in detail in the prize, are still valid.

If You deletes the Be Charge App, You will automatically be removed from this initiative.

21. PROCESSING OF PERSONAL DATA

The privacy policy will be available in the relevant section of the Be Charge App and can always be viewed at <https://www.bec.energy/en/loyalty-be-together/>.

Date
04/05/2023

The Promoter
Be Power S.p.A.

The Representative
Advice Group S.p.A.