

**CONTEST held in accordance with Article 6, point 1, letter a) of Presidential Decree
430/2001**

**Exclusion from Prize-Based Competitions
“XNatura Regeneration Awards”**

3Bee S.r.l., with registered office in Trezzo sull’Adda (MI), via Volta no. 4 – VAT no. 09711590969 (hereinafter referred to as the “Promoting Company”), invites landowners from anywhere in the world to submit ideas for environmental regeneration projects.

CONTEST PERIOD: From 22 May 2025 to 1 September 2025

SELECTION BY JURY: By 5 December 2025

ELIGIBILITY: The contest is open to landowners of legal age in their country of residence, from anywhere in the world. Employees of the Promoting Company, as well as those of companies involved in organising or managing the contest, and their close relatives, are not eligible to participate.

AWARD (Selected by Jury): The **top three participants** will be awarded:
A supply contract between 3Bee and the selected proposer (as provider), aimed at implementing the proposed project through green area management and environmental regeneration services.
Each contract will entail a €5,000 fee per year payable to the selected supplier for 3 years starting in 2026, as compensation for the services provided. This amount constitutes consideration under a service agreement and shall not be construed as a monetary prize.
Payment for each year is conditional on actual project implementation in that year. Project progress will be monitored via annual photographic surveys, self-certifications, and invoices documenting expenses (e.g., plant purchases, water use, fuel costs, etc.).

The award will be granted only upon the winner’s formal acceptance.

SUBMISSION GUIDELINES AND PARTICIPATION TERMS

Through this initiative, 3Bee aims to contribute to the creation of new biodiversity oases. This will be achieved by entering into supply contracts with the selected proponents, in order to implement the submitted project ideas and ensure the performance of green area management and environmental regeneration services in the territory.

The initiative is open to landowners, from any part of the world, who wish to submit ideas

for environmental regeneration projects (hereinafter also referred to as “proposals”). Participants must submit a project that has not yet been implemented, which includes concrete actions for the regeneration and restoration of the natural environment.

The Promoting Company reserves the right to verify the eligibility of each application. Incomplete registrations or those that do not comply with the rules or specifications set forth in this Regulation may be excluded from consideration at the sole discretion of the Promoting Company. Should an applicant use fraudulent methods or otherwise attempt to circumvent the rules, their submission may be deemed ineligible at the sole discretion of the Promoter.

The projects must also meet the following specific requirements:

- **Land ownership:** The participant must be the owner of the land on which the project is intended to be implemented.
- **Project:** The proposal must concern an environmental regeneration project aimed at restoring biodiversity and ecosystems.
- **Proposal status:** The project must be in the conceptual phase and must not have been implemented at the time of submission.

To participate in the initiative, participants must complete the online registration form available on the dedicated page of the 3Bee website, entering all required information and data.

The steps to participate are as follows:

- **Registration:** Completion of the online registration form on the dedicated landing page, providing the participant’s personal details and contact information, along with the requested preliminary information.
- **Project description:** In the relevant section of the form, the participant must provide a detailed description of the proposed environmental regeneration project, together with a three-year development plan outlining clear objectives and implementation phases.
- **Submission deadline:** Entries will be accepted from 22 May 2025 until 1 September 2025. No applications will be accepted after this date.
- **Selection of eligible projects:** Starting from 2 September 2025, 3Bee will review the applications received. Projects deemed eligible will be contacted using the contact information provided during registration.
- **Platform registration:** Candidates selected in the first stage (eligible participants) will be invited to register their land on the XNatura platform between 2 September and 1 October 2025, as an additional confirmation step.
- **Announcement of selected projects:** The selected projects will be announced on 5 December 2025 through the official social media channels of 3Bee and XNatura.

Each user may submit only one project.

No methods of submission other than those indicated above will be accepted. Projects accompanied by incomplete documentation, insufficient detail, or submitted after the closing date will not be admitted to the jury selection phase.

By registering for the contest and submitting the project, the participant represents and warrants that they are **the sole author of the proposal** and releases the Promoting Company—and any entities engaged by it for the organisation and management of the contest—from any claims by third parties.

It is hereby specified that, by submitting the proposal, the participant irrevocably grants to the Promoting Company, free of charge, the right to use the proposal across all communication channels, whether offline or online (current and/or future), solely for the purpose of promoting the contest, without disclosing its content.

All rights related to the proposal remain with the author and may be used for communication purposes by the Promoting Company or by third parties only upon the author's authorisation, as further specified in the "CONFIDENTIALITY AND NON DISCLOSURE" section.

Participants shall also ensure the following:

- They must guarantee that **none** of the submitted material **violates any applicable laws**. By way of example but not limited to, the proposal must not be obscene, defamatory, blasphemous, racist, or in breach of intellectual property rights, moral rights, copyright, data protection rights of third parties, or publication rights, and must comply, in general, with the provisions of the Italian Copyright Law (Law no. 633 of 22 April 1941) and its subsequent amendments.
- They must guarantee that **all necessary consents and releases** have been obtained for the use and dissemination of the proposal, in the event that it has been created jointly with others, and that, consequently, reproduction by the Promoting Company will not infringe upon the rights of any third party.

Should any of the above requirements fail to be met, **the right to receive the award shall not be validated in any way.**

At the end of the participation period, the jury will evaluate all proposals that comply with the participation rules outlined above and are deemed suitable for the purpose of the contest, and will establish a ranking. The jury's evaluation of the proposals will take place by **5 December 2025**.

The jury will consist of experts from XNatura and 3Bee, including the following members:

- Niccolò Calandri – CEO, 3Bee | XNatura
- Simone Mazzola – COO, 3Bee | XNatura
- Pietro Gatti – Oasis Manager, 3Bee | XNatura
- Luca Palazzolo – Applied Physics Researcher, University of Milan
- Simona Alberti – Environmental Biologist, University of Turin

The **granting of the award** shall be determined exclusively by the **decision of the appointed jury**; the jury's decisions are final and not subject to appeal.

The compensation awarded constitutes remuneration for having developed the project deemed most consistent with the aims of the contest.

It is specified that the **award granted** is governed as **consideration for a service rendered**. The activity in question, which involves the performance of a service, is defined as a “contest,” intended as a form of competition in which **participants are rewarded based on merit and NOT by chance.**

The jury shall, at its sole and unquestionable discretion, select the projects to be implemented through the execution of supply contracts for green area management and environmental regeneration services.

The jury will first carry out a preliminary assessment of all submitted proposals to identify those deemed suitable for the purposes of the contest, and will subsequently proceed to evaluate them according to the following criteria:

- **Innovation:** Assessment of the novelty of the approach and the proposed solutions for environmental regeneration. A score will be assigned from 0 to 5, where 0 indicates a lack of innovation and 5 indicates a very high level of innovation.
- **Feasibility:** Assessment of the project’s applicability and achievability, taking into account available resources and land constraints. A score will be assigned from 0 to 5, where 0 indicates an unfeasible project and 5 indicates a fully feasible project.
- **Environmental impact:** Assessment of the project’s effectiveness in contributing to the regeneration of biodiversity and ecosystems. A score will be assigned from 0 to 5, where 0 indicates minimal or no impact and 5 indicates a significant and positive impact.
- **Sustainability:** Assessment of the project’s ability to deliver long-lasting results over time and its potential for replication in other areas. A score from 0 to 5 will be assigned based on replicability and the guarantee of lasting outcomes.

The total score obtained will constitute the final score for each proposal.

In the event of **a tie**, the ranking will be determined based on the **chronological order** of submission, with priority given to the earliest submission. Consequently, **in the case of a tie, the participant who submitted their project first will be declared the winner.**

The jury will establish a ranking of 15 participants: the **top 3** will be declared winners; the **following 12 participants, ranked from fourth to fifteenth place**, will be designated as reserves **in the event of withdrawals or non-acceptance of the award.**

“Withdrawals or non-acceptance of the award” refers to any of the following situations concerning winners contacted by the Promoter:

- FAILURE TO RESPOND to the communication by the deadline specified in the “Winner Notification” section below;
- FAILURE TO CONFIRM their identity by the deadline specified in the “Winner Notification” section below;

- Responding but DECLINING THE ASSIGNMENT and the consequent receipt of the award.

Winner Notification

Winners will be notified by email (using the email address provided during registration) and must respond **within 5 days from the date of the notification** by submitting the following documentation:

- A copy of a valid identity document;
- A valid telephone number and email address;
- VAT number;
- Execution of a contract with 3Bee. The contract will govern all management activities during and after the three-year period;
- Execution of an irrevocable license agreement in favour of 3Bee for the promotional and commercial use of abstracts, data, and images.

In the event of:

- The winner being under the legal age;
- Failure to send, or delayed submission of, the **required documentation listed above** under “*Winner Notification*”;

the right to the award shall be forfeited, and the next ranked participant will be contacted.

It is specified that:

- In the event that anomalous registrations are detected (including duplicates, fictitious names or fake nicknames, false or misleading personal and/or identification data—e.g., email address, age, etc.—associated with the account), **such registrations will not be considered for the purposes of the contest and will be annulled accordingly;**
- Participation in the contest implies **full and unconditional acceptance of all provisions of these regulations.** Any attempt at fraud, or any false or inaccurate declaration, shall result in immediate disqualification. It is strictly prohibited to alter or attempt to alter the rules governing the contest, particularly with regard to the methods and elements essential to its successful execution. The Promoting Company reserves the right to take legal action against any individual who fails to comply with these regulations or who engages in fraudulent or attempted fraudulent conduct;
- The Promoting Company reserves the right to observe the timelines for awarding the recognition to the winner, once the winner’s identity has been verified and the individual has confirmed their willingness to receive said recognition;
- Candidates may participate in the initiative free of charge. The initiative does not entail any obligation or commitment of any kind beyond the terms and conditions set out in these regulations;
- By participating, the Candidate agrees to be fully and unconditionally bound by these rules and declares and warrants that they meet the eligibility requirements set out below;
- The only cost associated with participation will be the internet connection, at the participant’s standard provider rates, with no additional fees;
- The full contest regulations are available at the offices of the Promoting Company and on the dedicated initiative page on the 3Bee website.

RESPONSIBILITY

The Promoting Company disclaims all responsibility with respect to the protection—under the responsibility of the rights holder—of intellectual property rights and any other rights of the participants, as well as for any delays or issues in submitting the registration documentation for the Contest that are not attributable to it.

The Promoting Company is also not liable for any copyright infringements committed by participants against third parties in the context of the Initiative and reserves the right to exclude from the Initiative any projects that infringe upon the intellectual property rights of third parties.

With regard to the assurance that the submitted content does not violate the rights, positions, or claims of third parties (with reference to copyright, industrial property laws, and any other applicable laws or regulations), the participant guarantees that the content does not include any unlawful material, material prohibited by law, or material in breach of the provisions of these regulations.

By participating in this contest, the Candidate agrees to release and hold harmless the Promoting Company and its affiliates, advertising and promotional agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, dispute, claim, or damage that may occur, directly or indirectly, whether caused by negligence or otherwise, including but not limited to: (i) the Candidate's participation and/or acceptance, possession, use, or misuse of any benefit; (ii) technical malfunctions of any kind, including but not limited to failure of any computer, cable, network, hardware or software, or other mechanical equipment; (iii) unavailability or inaccessibility of any transmission, telephone, or internet service; (iv) unauthorised human intervention in any part of the registration or promotional process.

Participation in the Initiative implies full acceptance and complete adherence by the Candidates to the provisions set forth in these Regulations and to the final and binding judgment of the Jury.

Candidates are fully responsible at all times for the protection of their intellectual property rights in the context of their participation in the Contest.

The Candidate further warrants that the information provided is truthful, and agrees to unconditionally accept any decision made by the Promoting Company or its partners regarding the selection process.

Candidates acknowledge that they bear sole and exclusive responsibility—including any criminal liability—for the content of the projects submitted in connection with this Initiative, and hereby release the Promoting Company and its Partners from any claims by third parties in this regard.

Participants shall be held liable for any damages caused to the Promoting Company and/or its Partners by third parties seeking to protect rights infringed by the content or format of the submitted projects.

All solutions developed by the Candidates before, during, and/or after their participation in the contest shall remain the exclusive property of the author of the solutions.

The Promoting Company reserves the right to extend, suspend, or terminate the participation period early in the event of circumstances beyond its reasonable control that justify such modification. Any such changes will be communicated to participants via updates on the official promotion page.

The Promoting Company and its Partners shall not be held responsible for any disruptions, delays, or other events that prevent the timely receipt of the required documentation within the specified timeframes.

By agreeing to participate in the Initiative under the conditions set forth in these Regulations, Candidates declare that any liability, including criminal liability, arising from the submission of their Projects and related documentation shall rest solely and exclusively with them, and they undertake to indemnify and hold harmless the Promoting Company and its Partners from any action and/or claim, including for damages, brought against them by third parties.

By agreeing to participate in the Initiative under the conditions set forth in these Regulations, Candidates declare and warrant to the Promoting Company and its Partners that: (i) they are not subject to any criminal proceedings; (ii) they have not been convicted of any criminal offences; and (iii) they are not the subject of any measures of preventive supervision, civil rulings, or administrative orders entered in the judicial record pursuant to the applicable law. Candidates further undertake not to engage in any conduct, act, or behaviour that may be potentially offensive or detrimental to the commercial reputation and honour of the Promoting Company and its Partners. In the event of a breach of this declaration, the Candidates undertake to indemnify and hold harmless the Promoting Company and its Partners from any action and/or claim, including for damages, brought against them by third parties.

It is further acknowledged that the Promoting Company, the Partner, and all parties involved in the organisation and/or management of the Initiative shall not be held responsible for any acts and/or conduct of the Candidates during the entire duration of the Initiative that may be deemed in violation of applicable laws.

PRIVACY

The personal data provided by participants will be processed in compliance with applicable privacy legislation and in accordance with Regulation (EU) 2016/679 (GDPR).

Such data will be used exclusively for purposes related to the initiative and for any future communications concerning the projects selected within the scope of the same.

CONFIDENTIALITY AND NON DISCLOSURE

Without prejudice to the provisions set out under the section “RESPONSIBILITY,” the Promoting Company, the Partners, the Jury, and the Candidates (each, individually, a “Party”) acknowledge that, in the context of the activities governed by these Regulations, each Party (hereinafter, the “Disclosing Party”) may disclose to the other Party (hereinafter, the “Receiving Party”), and, upon the latter’s request, to its representatives and advisors, either verbally or in writing, information of a confidential nature (hereinafter, the “Confidential Information”).

Each Party therefore undertakes to use the Confidential Information solely for the purposes of the Contest and not to disclose it to third parties or use it for any other purpose without the prior written consent of the Disclosing Party. The obligations of the Parties set forth in this clause shall not extend to information that: I) is already in the public domain or becomes public through means other than a breach of these confidentiality obligations by the Receiving Party; II) is already known to the Receiving Party, provided it was not disclosed by a third party bound by a confidentiality obligation to the Disclosing Party known to the Receiving Party; III) is subsequently disclosed to the Receiving Party by a third party not subject to confidentiality obligations and legally entitled to share such information; IV) is made public by the Disclosing Party through press releases, publications, or other documents intended for public dissemination; V) must be disclosed in legal proceedings or provided to public authorities pursuant to judicial or administrative orders or specific legal or regulatory obligations, as reasonably determined by the Receiving Party's legal counsel.

The Receiving Party shall exercise the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own know-how and confidential information.

The Parties further undertake to maintain strict confidentiality and not to disclose to third parties (except to their respective representatives and advisors), or to publicly announce in any form, their participation in the Contest, its contents, or the contractual terms and conditions discussed or negotiated in connection with the Contest, unless otherwise required by law, expressly permitted by these Regulations, or otherwise agreed to in writing by the Parties.

The provisions of this clause shall remain in effect from the start date of the Contest until the second (2nd) year following its conclusion.

Unless otherwise provided in this document, the Candidates, the Promoting Company, and the Partners undertake to keep confidential all data and Confidential Information mutually shared among the Parties, with particular regard to the disclosure of any information, without exception, that could, directly or indirectly, in any way affect the reputation or operations of the Promoter.

Participants also undertake to comply with the applicable regulations in force from time to time concerning market abuse, as set out under the Consolidated Law on Financial Intermediation (Legislative Decree No. 58/1998), its implementing regulations and subsequent amendments, and EU Regulation No. 596/2014.

To ensure full compliance with the foregoing obligations, Participants acknowledge that they may subsequently be required to sign a specific non-disclosure agreement ("NDA") governing the mutual protection of Confidential Information and know-how.

JURISDICTION

For the resolution of any disputes that may arise between the organiser and the participants in relation to this initiative, exclusive jurisdiction shall lie with the Court of Milan.

PUBLICITY

The Promoting Company will publicise the contest through its own digital properties and across both digital media (online, social media, and advertising) and traditional media (offline).

Trezzo sull'Adda, 8 May 2025