

# HackYeah Powered by Govtech competition regulations for Game Jam category

## I General provisions

1. These Regulations (hereinafter referred to as the Regulations) set out the rules for participation in the HackYeah Hackathon (hereinafter referred to as Hackathon) competition in the Game Jam category from 27 to 29 November 2020.
2. The organiser of the Hackathon is PROIDEA Sp. z o.o., with its registered office in Kraków (30-418), Zakopiańska 9, NIP: 679-308-88-42, REGON: 122769022, entered in the National Court Register under KRS number 0000448243, which can be contacted at joanna.dominik@proidea.org.pl, hereinafter referred to as the Organiser.
3. The Co-organiser of the competition is the Chancellery of the Prime Minister (hereinafter referred to as KPRM), with its registered office in Warsaw at al. Ujazdowskie 1/3, 00-583, hereinafter referred to as the Co-organiser.
4. PROIDEA's responsibilities:
  - a. Marketing and communication with the participants
  - b. PR and supervision of the technical aspects of the event
  - c. Supervision of the competition platform and the website
5. KPRM's responsibilities:
  - a. Selection of the Jury
  - b. Delegation of at least one person to the Jury
  - c. Payment of cash rewards for the creation and licensing of a computer game design, which is a solution to the task.
6. The sponsor of a special prize is Polska Agencja Inwestycji i Handlu S.A., with its registered office in Warsaw, which will award the title of the Special Prize Winner to one Team participating in the competition, consisting of people with Polish citizenship, with at least half of its members being employees of a gaming company (hereinafter "Polish Team")

## II Duration of the competition

7. The Hackathon, as part of which the competition is organised, will be held online on 27 - 29 November 2020.
8. The contest tasks will start on 27 November 2020, at 18:00, and will end on 29 November at 10:00.
9. In the event that all the Teams participating in the Competition solve the tasks before the expiry of the planned deadline referred to in sec. 1, the Competition may be cut short.
10. Results will be announced on 29 November 2020 by 8:00 p.m. at <https://www.facebook.com/HackYeahPL>.

## III Conditions for participation

11. The Competition may be entered by adult natural persons having full legal capacity, who are not employees, or co-workers, performing orders entrusted to them on the basis of civil law contracts by the Organiser, Co-organiser and Sponsor, or equity or personally related companies of the Organiser or Sponsor, both directly and indirectly (hereinafter referred to as Participants).
12. For the purposes of the Competition, the Participants form teams of 1 to 6 people.
13. A Participant may join any number of Teams. Their membership in a Team is decided by the remaining members of the Team, based on freely chosen criteria and the contribution needed for the Team to solve the task.
14. One Team may submit one design.
15. Teams can register until 29 November 2020 by 10:00 a.m. Registration is done via <https://app.evene.pl/event/hackyeah-2020live/>.
16. Participation in the Competition is tantamount to the acceptance of the Competition Regulations by the Competition Participant and their obligation to comply with these Regulations.

#### **IV Course of the Competition**

17. The Competition consists in solving the tasks presented by the Competition Organiser in the Game Jam category.
18. The solution to the task should be a computer game design.

#### **V Jury and evaluation criteria**

19. The solutions to individual tasks will be evaluated by a Jury consisting of at least three members.
20. The Jury will consist of at least one employee of the GovTech Department of the Chancellery of the Prime Minister and other members selected by the Organiser.
21. The Jury evaluates the solutions prepared by the Teams in terms of: idea, technical aspects, design, relation to task category and an additional “wow” factor.
22. The decisions of the Jury are made by a simple majority of votes.
23. The Jury will award the Winner title to the three Teams that receive the highest number of votes and the title of a Special Prize Winner to one Polish Team that receives the highest number of votes.
24. The decisions of the Jury are final and cannot be appealed.
25. After the expiry of the time limit, it is forbidden to make any changes or corrections in relation to the prepared solution of the task. Any changes and corrections made after the expiry of the time limit will not be taken into account by the Jury.

## VI Intellectual property rights

26. Participants guarantee that they are the authors or co-authors (in the case of teamwork) of the computer game designs (hereinafter referred to as the Work) presented by them and that these designs do not violate any third party rights.
27. The Participant is liable to the Organiser and Co-organiser for any legal defects of the Work, in particular for any claims of third parties resulting from the infringement of copyright or other rights of third parties, including the legality of software and tools used to create the Work. In the event that claims are made against the Organiser or Co-organiser in this respect, the Participant undertakes to satisfy them in full and to release the Organiser and Co-organiser from the obligation to provide compensation claims.
28. The condition for receiving the cash prize referred to in point VII of the Regulations is the conclusion of a license agreement for the Work with the Co-organiser by each of the Participants of the Team awarded the Winner title, pursuant to which the Participants shall grant the Co-organiser a non-exclusive license to use the Work, unlimited in terms of time and place, including the territory, together with the right to exercise derivative rights to the Work, in the following fields of exploitation:
  - a) permanent or temporary multiplication, in whole or in part, by any means and in any form;
  - b) digitalisation,
  - c) entry into computer memory,
  - d) provision of access via computer networks, including the Internet, intranet and extranet,
  - e) incorporation into a multimedia work or a collective work;
  - f) placing on the market, economic or non-economic use
  - g) rental, lending, or provision of the Work to third parties free of charge,
  - h) translation, adaptation, modification of the layout or any other changes, modifications to the Work, including in particular its source codes (including the insertion of fragments of the Co-organiser's own code) and any documentation created within the framework of the implementation of the subject matter of the agreement, consisting in the translation, adaptation, modification of the layout, corrections and any other changes, as well as the management and use of thus created works in all fields of exploitation previously mentioned;
  - i) distribution, including the provision, rental or lending of the Work or copies thereof, as well as making the Work available to the public in such a way that everyone can have access to it at a place and time of their choice
  - j) granting of sub-licences to state and self-government legal entities as well as public administration entities to use the Work in the scope specified in letters a) – i) without the consent of the Participants.
29. The condition for receiving the special prize referred to in point I sec. 6 of the Regulations is the conclusion, by each of the Participants of the Special Prize Winner, of an agreement defining the terms and conditions of participation in the World EXPO 2020 in Dubai, the presentation of the awarded computer game design during the Polish Game Show at the Exhibition and the granting of a licence to the awarded game design ("Work"), under which the Participants will grant the Sponsor a non-exclusive

license to use the Work, unlimited in terms of time and place, including the territory, in the following fields of exploitation:

- k) permanent or temporary multiplication, in whole or in part, by any means and in any form;
  - l) digitalisation,
  - m) entry into computer memory,
  - n) provision of access via computer networks, including the Internet, intranet and extranet,
  - o) incorporation into a multimedia work or a collective work,
  - p) distribution, including the provision, rental or lending of the Work or copies thereof, as well as making the Work available to the public in such a way that everyone can have access to it at a place and time of their choice,
  - q) granting of sub-licences to state and self-government legal entities as well as public administration entities to use the Work in the scope specified in letters a) – i) without the consent of the Participants.
30. The Special Prize Winner's Participants undertake not to distribute the Work or make it available to the public until the official presentation of the awarded Work at the World EXPO 2020 in Dubai.
31. For the avoidance of doubt, it is indicated that the Work includes both the software layer (computer program) and graphic elements, interface, as well as any other components created as part of the Competition, including the technical documentation.
32. The Participant bears sole responsibility for the infringement of property or personal rights of third parties resulting from the use by the Participant of their creative contributions.
33. The participants of the winning Team undertake that in the event of further development of the Work, they will include the GovTech Polska logotype, in accordance with the specification (depending on the specific nature of the design) and together with customised informational content, which should accompany the logotype in such circumstances – as of 25.11.2020, the wording of such informational content is to be: "Design created in cooperation with [logotype]", but it may be change under working arrangements.
34. For the avoidance of doubt, it is indicated that the licensing obligations set out above do not apply to Participants whose Works have not been rewarded.

## **VII Prizes**

35. As the Co-organiser, KPRM will pay the Winners cash prizes in the total amount of PLN 60,000 gross. The prizes will be reduced by a lump-sum personal income tax of 10% (Art. 30, sec. 2 of the Personal Income Tax Act of 26 July 1991). In addition, a special prize will be awarded to the Special Prize Winner. The sponsor of the special prize – PAIH S.A., will donate a voucher for participation in the World EXPO 2020 in Dubai and for the presentation of the awarded computer game design during the Polish Game Show at the Exhibition. The award will cover the cost of economy class flights on route Warsaw - Dubai - Warsaw, accommodation in a three-

star hotel at most as well as on-site transportation and 3 meals a day for each of the 4 members of the winning team.

36. Prizes will be divided as follows:

a. Three Teams which received the Winner title will be awarded PLN 30,000.00 gross, PLN 20,000.00 gross and PLN 10,000.00 gross for the first, second and third place, respectively.

b. One Special Prize Winner Team will receive a voucher for the prize referred to in point 35.

37. The cash prize referred to in point 36a. is awarded to the Team as a whole and will be equally divided among the Team members. The cash prizes will be paid or transferred within three weeks from the signing of the licence transfer agreement referred to in point VI. The Co-organiser (KPRM) undertakes to present the exact wording of the agreement within 4 weeks from the announcement of the results. The agreement will be drawn up in Polish and the prize will be paid in PLN currency.

## **VIII Personal data**

38. The personal data controller is PROIDEA sp. z o.o. with its registered office in Kraków, ul. Zakopiańska 9, 30-418 Kraków, entered in the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków under KRS number 0000448243, NIP: 6793088842, with a share capital of PLN 10,000, paid in full, which can be contacted at [joanna.dominik@proidea.org.pl](mailto:joanna.dominik@proidea.org.pl).

39. All information regarding the processing of data can be found in the Privacy Policy available on the Hackathon website.

## **IX Final provisions**

40. During the registration process, the User makes a declaration that they have read and accept the Regulations. The acceptance of the Regulations is necessary for the registration and, thus, participation in the Hackathon. In addition, the Regulations will be provided to the User in electronic form in PDF format.

41. Unless otherwise specified in these Regulations, the contact between the Organiser and a User who submitted a Participant registration form to the Organiser will be made electronically; on the part of the User, via the e-mail address indicated in the Account settings; and on the part of the Organiser, via [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl), or any other address in the [proidea.org.pl](http://proidea.org.pl) or [hackyeah.pl](http://hackyeah.pl) domain, and via the Discord application.

42. Hackathon Participants are obliged to comply with these Regulations.

43. Participants who fail to comply with the instructions of the Organiser, despite a request to cease the violation of the provisions of the Regulations, and, in particular, Participants whose behaviour poses a threat to other Participants or interferes with the course of the Hackathon and the Conference are obliged to immediately leave the

Hackathon and the Conference and are not entitled to any claims against the Organiser in this respect.

44. The Privacy Policy constitutes an integral part of these Regulations.
45. The Organiser reserves the right to change the date of the Hackathon or to cancel it only in the case of occurrence of events that are beyond their control (state of emergency, natural disaster) and that make it impossible to conduct the Competition within the deadline specified in these Regulations.
46. The Organiser reserves the right to amend the Regulations for important reasons. Any amendments to the Regulations, including the dates of the Competition, will immediately be published on the Hackathon website and on the Hackathon Facebook profile. The Organiser will also inform the registered Participants of any amendments to the Regulations by e-mail. Such amendments will come into force within 14 days from their publication and communication to the Participants.
47. The Organiser is entitled to record the course of the Hackathon using video and sound recording devices.
48. All organisational matters, including contentious issues arising during the Hackathon, are decided by the Organiser.
49. The Regulations enter into force on 25 November 2020.