

Terms and conditions of the “The platform for ESG applications” competition (hereinafter referred to also as the “Contest”)

- 1) This terms and conditions (hereinafter referred to as “Terms”) stipulate the rules and conditions of the “The platform for ESG applications“ competition in a hackathon event such as HackYeah and is an annex to the general terms and conditions of HackYeah Hackathon.
- 2) The Hackathon Organizer is PROIDEA Sp. z o.o., with registered office in Kraków ul. Zakopiańska 9, 30-418, registered under following numbers: NIP (Taxpayers ID no): 6793088842 and REGON (Business ID no): 122769022, entered into KRS (National Court Register) under number 000448243., which may be reached at biuro@proidea.org.pl e-mail address.
- 3) Details of the task will be presented at the start of the competition.
- 4) Participation in the “The platform for ESG applications“ competition may be taken individually and in teams of up to 6 persons. The task for evaluation shall be forwarded to ChallengeRocket Platform no later than 10:00 a.m. on 29th November 2020. The task submitted for evaluation should be signed with the names and surnames of the authors
- 5) Participants related or affined to the second degree with members of the “The platform for ESG applications“ competition Jury are excluded from participation.
- 6) The Contest task is to create the platform! The solutions of the tasks (works) will be evaluated by a Jury assigned to the task, consisting of at least two members. The prize in the competition is , 1st place – 15 000 pln, 2nd place -10 000 pln, 3rd place – 5 000 pln (including tax) and shall be paid to a winner/winners within 180 days from the day of announcement of the winner of the Contest on condition that the Contest winner shall sign the agreement in writing form, on the terms mentioned in the clause 9 below within 30 days from the day of the above announcement.
- 7) Jury and Jury members’ decisions are final and cannot be appealed.
- 8) Any alterations or revisions made after the statutory time is expired are illegal. Any alterations and revisions made after the statutory time is expired will not be considered by the Jury.
- 9) At the moment the signature of the agreement, The author/authors of the work that won the contest shall transfer to and Hackathon Organizer shall acquire the ownership of the entire rights to the work that won the contest, including all author’s economic rights to such work, including also the right to permit the exercise of derivative copyright to such work, on all fields of exploitation as stipulated in the Polish Law of 4 February 1994 on

Copyright And Related Rights (hereinafter the “Polish Copyright Act”) existing at the moment of the transfer of the abovementioned copyrights, including the fields of exploitation as set in Article 50 and 74.4 of the Polish Copyright Act and in particular:

- a) within the scope of fixing and reproduction of works - production of copies of a work with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology;
- b) within the scope of trading the original or the copies on which the work was fixed - introduction to trade, lending for use or rental of the original or copies;
- c) within the scope of dissemination of works in a manner different from defined in subparagraph 2 - public performance, exhibition, screening, presentation and broadcasting as well as retransmission, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby.
- d) the permanent or temporary reproduction of a computer programs in full or in part, by any means and in any form; where it is necessary to reproduce a computer program for its loading, displaying, running, transmitting and storing, consent of the winner of the contest shall not be required for such acts;
- e) the translation, adaptation, arrangement or any other alteration of a computer program, providing for the rights of the person who made such alterations;
- f) the public dissemination, including lending for use or rental, of a computer program or a copy thereof.

Additionally, the author/authors of the work that won the contest shall assure and shall be obliged not to perform author’s moral rights against either the Hackathon Organizer or any third party authorized by the Hackathon Organizer.

The Hackathon Organizer and the author/authors that won the Contest on the moment of announcing the Contest winner shall sign as soon as practicably possible an agreement in writing on the transfer of the rights as mentioned above. The agreement shall be governed by and construed in accordance with the polish law.

- 10) The Hackathon Organizer announce that all rights acquired on the basis of the above agreement shall be transferred subsequently to the founder of the Prize.
- 11) Jury members will be posted on HackYeah website no later than on June 27th 2020
- 12) Participation in the competition means acceptance of all terms of the hereby Terms.
- 13) The Hackathon Organizer may cancel the Contest without giving a reason.