

## **Regulations for recruitment to the Acceleration Program**

### **as part of the "IDEA Global Poland Prize " Project**

This document sets forth the rules for the recruitment, participation, evaluation and selection of innovative ideas as well as the standards and assumptions applicable during the acceleration program in the project "IDEA Global Poland Prize "

#### **§ 1. Definitions**

Whenever the Regulations refer to:

1. **Acceleration** - it ought to be understood as activities carried out by the Operator for Startups which are set forth in the Individual Acceleration Plan and are aimed at the development of the Startup product and enabling the pilot implementation of the Startup solution by the Recipient of the technology or obtaining capital from the Investor;
2. **Applicants** - it ought to be understood as a natural person or foreign entity which has submitted the Application. In order to qualify for the Program as a Startup, the Applicant will be required to meet all the conditions for participation in the Program provided for in these regulations, as of the date of signing the Agreement;
3. **External expert** - it should be understood as a person or group of people whose role will be to support the Evaluation Committee in assessing specific applications submitted by applicants. If an expert is involved in the evaluation process, his/her role will be advisory. Experts will be recruited from the internal resources of the Operator or the Business partners and selected with regard to their experience in the given fields of business / technology.
4. **Grant** - it ought to be understood as assistance in the form of financial resources provided to the Startup in accordance with the provisions of the Agreement concluded with the Startup and the Operator and intended for the development of the Idea;
5. **Individual Acceleration Plan** - it ought to be understood as the working plan for the cooperation between the Operator and the Business Partner and a given Startup, which is to last no longer than 8 months from the date of the conclusion of the annex to the Agreement following the completion of the Development stage. It concerns the Acceleration stage and includes professional activities leading to the development of the Startup product and aimed at enabling the pilot Implementation of the Startup solution by the Recipient of the Technology or obtaining capital from the Investor;
6. **Individual Development Plan** - this ought to be understood as the Operator's plan for cooperation with a given Startup which is to last no longer than 3 months from the date of the conclusion of the Agreement for the implementation of Soft-landing and Development activities, including bridging activities, which are to provide the Startup with the necessary conditions for taking up proper business activity, and individualized activities necessary to develop the Startup's operations in Poland;

7. **Confidential Information** - it should be understood as:
- any information regarding the Ideas,
  - any other information related to the Program marked as the Operator's , Business Partner's or Startup's trade secret, and
  - information otherwise considered confidential regarding the Program, which may be transferred during the Program or has been or will be obtained by the Operator or the Startup in any other way in connection with the Program, notwithstanding whether the communication is made orally, in writing or in any other form, including all notes, reports, analyses, compilations, forecasts, studies, summaries and other materials.
8. **Investor (investment fund)** - it ought to be understood as an entity conducting activities in the field of collective investment in transferable securities or other forms of investment;
9. **Milestone** - means a planned, measurable and observable event necessary for the progress of the Program, the occurrence of which makes it possible to assess whether the Startup can implement further activities under Soft-landing , Development and Acceleration. The following milestones will be implemented under the program:
- Soft-landing – Single milestone: Startup runs a business activity confirmed by an entry in the national register of entrepreneurs;
  - Development - Single milestone: Startup has commenced cooperation with the Business Partner confirmed in writing by both parties
  - Acceleration: provides for 3 milestones, wherein:
1. in the case of Acceleration in cooperation with the Recipient of the technology:
    - a. The first milestone aims to create or develop the initial functionalities of the solution in the technical and business environment of the Technology Recipient
    - b. The second stone should be aimed at developing the key aspects of the project in terms of business and technology.
    - c. The third milestone is to obtain the results of the validation of the developed solution or its key elements in an environment similar to the real-world environment /to obtain the Startup's business results in accordance with the pre-investment agreement (term sheet ) / to obtain the results of the validation of the solution in an environment similar to the real-world environment, which will then be used as a basis for the decision whether the commercial cooperation between the Recipient (s) of the technology and the Startup will be continued with regard to the developed solution;
  2. in the case of Acceleration in cooperation with the Investor:
    - a. The first milestone is to evaluate the market for the proposed solution.
    - b. The second milestone is to develop technologically a given Startup solution
    - c. The final milestone is to obtain the Startup's business results in accordance with the pre-investment agreement (term sheet ) concluded between the Startup and the Investor.

10. **Key Industry Paths** - this ought to be understood as industries Technology Recipients specialize in . These specializations will be posted on the website [www.polandprize.eu](http://www.polandprize.eu) and updated regularly. The Accelerator focuses on the following sectors: FinTech , Industry 4.0
11. **Evaluation Committee** - it ought to be understood as a body consisting of at least 3 people: the Operator's representatives and, possibly, external experts, including representatives of Business Partners . External experts will be acquired by the Operator based on their substantive experience and knowledge of the technology / industry within which the evaluated Startup operates .
12. **Micro or Small Entrepreneurs** - it ought to be understood as micro entrepreneurs or small entrepreneurs who satisfy the conditions set forth in Annex I to the Commission Regulation No. 651/2014;
13. **Technology Recipients** - it ought to be understood as a medium or large entrepreneur running a business in the territory of the Republic of Poland, confirmed by an entry in the appropriate register, which is interested in the deployment of technology or cooperation in the development of products (including services) invented by Startups participating in the Program;
14. **Operator** - it should be understood as HugerTECH sp.zoo, seated in Rzeszów, ul. Słowacki 24 , 35-069 Rzeszow, entered into the National Court Register under the number 0000649351 , NIP: 5170378148 , REGON: 356942044th, which is the program organizer and Operator;
15. **Business partner** – it should be understood as an entity with which the Startup will commence cooperation within the framework of Acceleration activities , and which is the recipient of Technology or the Investor;
16. **PARP** - Polish Agency for Enterprise Development ;
17. **Idea** - it should be understood as the Startup project defined in the Application;
18. **Post - Acceleration** - it ought to be understood as a six-month period following the completion of the Acceleration stage within which activities are carried out targeted at maximizing the outcomes of the project which have been achieved by the Startup as a result of the Acceleration, such as continuation or extension of the Startup's selected development activities or preservation of their results ;
19. **Program** - it ought to be understood as the Operator-implemented Development and Acceleration Program dedicated to applicants and lasting from 5 up to 8 months within the "IDEA Global Poland Prize" project framework. The aim of the program is to select and support the development of companies which are registered on the territory of the Polish Republic as capital companies, have the status of micro or small enterprises and satisfy the conditions specified in art. 22 of Commission Regulation No. 651/2014 and in § 21 of the SGOP Regulation. Moreover, at least half of the company shares or stocks must be held by persons who do not have Polish citizenship and at least one of the members of the company's management board must not have Polish citizenship,. The company must offer innovative (product innovations) solutions in the areas relevant to the development of the business partner and the market in which it operates and the program must be implemented in accordance with the agreement for entrusting the project "IDEA Global Poland Prize " between the operator. and PARP. A Grant is also awarded under the Program . Activities related to the implementation of the Individual Development Program are carried out by all companies that

sign a contract with the operator - the acceleration process itself is carried out only by entities that successfully complete the Softlanding and Development stages .

20. **Development** - it ought to be understood as individualized activities necessary to develop the Startup's operations in Poland, related to e.g. building a Startup team or increasing its competences, establishing relationships, developing a Startup product, promotion and acquisition of a business partner by a Startup;
21. **Startup** - an entity referred to in art. 35 sec. 3 of the Implementation Act; under the measure, it is a micro-entrepreneur or a small entrepreneur meeting the conditions specified in Art. 22 of the EC Regulation No. 651/2014, who is a participant in the Poland Prize acceleration program , satisfies the conditions set out in § 21 of the SGOP Regulation and operates in the form of a capital company in which at least half of the shares are held by persons who do not have Polish citizenship whereas at least one of the members of the management board does not have Polish citizenship ;
22. **Agreement** – it ought to be understood as an agreement concluded between the Startup , and the Operator which regulates the conditions for the implementation of the Individual Development Program and Acceleration ;
23. **–Pre-investment agreement** – it ought to be understood as an agreement (term sheet ) which specifies the conditions for investment between the Startup and the Investment Fund which is the Operator’s business partner;;
24. **Implementation Act** – it ought to be understood as the Act of 11 July 2014 on the principles of implementation of cohesion policy programs financed in the 2014-2020 financial perspective (Journal of Laws of 2020, item 818, as amended );
25. **Application** - it ought to be understood as an application form filled in with data and submitted via the recruitment platform on the portal [www.polandprize.eu](http://www.polandprize.eu) along with the presentation of the idea's assumptions in the form of an original presentation, description, multimedia material or via a combination of the above-mentioned forms. The content of the Application must enable an assessment to be made in accordance with the criteria for selection of ideas in the Program.

## § 2. General provisions

1. The program is addressed to Applicants whose product, service or process solutions can potentially be used in areas relevant to business partners and their market environment.
2. The aim of the project is to bring to Poland at least 50 Startup teams which will take part in three acceleration rounds. It is planned to link technology projects in sectors such as FinTech , Industry 4.0 with Recipients of Technology or acquire for the Startups capital investments from investors. The project also aims to show the investment potential of Poland and the technological and human resources it offers, as well as to build a leading startup ecosystem in Europe and the world . The premise of the Program is that a Startup first implements the Individual Development Plan (consisting of two minor stages: Soft-landing and Development) and then the Individual Acceleration Plan (in the

variant with the Technology Recipient or Investor). The successful implementation of the former does not guarantee that the Startup will move to the latter stage.

3. The implementation of the Individual Development Plan will be based on the Agreement and will consist of two stages.
  - a. Stage one - Soft-landing - Startup will receive a bridging support in order to undertake proper business activity in Poland. Soft-landing is considered completed when the soft-landing milestone has been accomplished by the Startup, i.e. the Startup's Polish market operations become stabilized. Upon the Soft-landing stage begins the Development stage, which consists of activities entailed in the raising of competences and the development of the Startup's team and its product and the establishment and building of relationships with the business community, including ones between the Startup and the Business partner, and the making of arrangements regarding the business scope and rules for cooperation between the Startup and the Business Partner under the Acceleration program. Thanks to these arrangements, the Startup will agree with the Business partner on the scope and conditions of the cooperation. The selection of the Startup for Acceleration will be confirmed by the signing of a letter of intent by and between the Business partner which is the Recipient of Technology, and the Startup or the pre-investment agreement (term sheet) by and between the Business partner which is the investor and the Startup.
  - b. The implementation of the Individual Acceleration Plan will be executed in two variants, depending on whether the Startup has established cooperation with the Recipient of Technology or the Investor.
    - Technology Recipient variant - it is based on the implementation of measures aiming at obtaining the validation results for the solution or its key elements in an environment similar to the real-world environment, which will then be used as a basis for the decision whether the cooperation with the Recipient of Technology will be further continued or not.
    - Investor variant – it is about implementation of actions aiming at enabling the Startup to achieve business results which are in accordance with the provisions of the pre-investment agreement (term sheet ) concluded with the Investor.
    - The termination of Acceleration will be followed by the Post-acceleration stage, the purpose of which is to maximize the results achieved by the Startup in the aftermath of Acceleration.
4. Ideas are selected through an open call announced by the Operator. For each edition of the Program, individual deadlines for accepting Applications will be set. It is possible to submit Applications between the dates of calls provided for each edition of the Program. In that case, the Application will be examined and considered during the next call.
5. Whenever the Regulations refer to the Applicant's/Startup's email address, it means the address for correspondence between the Applicant/ Startup and the Operator indicated in the Application

### **§ 3. Entities entitled to receive support under the Program and excluded from it.**

The program supports entities that:

- 1) meet the definition of a Startup or an Applicant at the time of signing the Agreement,
- 2) have their businesses registered in the territory of the Polish Republic, which is confirmed by an entry in the appropriate register;
- 3) have never been listed on the stock exchange and remain within the 5-year period from the date of registration in the National Register Court and, so far, have not made the distribution of profits and were not created by a merger; and are not related to the Operator or to the Business partner which will be involved in the implementation of the Program;
- 4) Run their business in compliance with the binding laws while the rules by which they govern themselves do not violate any of the provisions of these Regulations or the Agreement;
- 5) possess the exclusive right to dispose of the business solution or idea submitted for the Program in the innovation application and the right to dispose of it in their own name and at their own discretion;
- 6) The following entities are in particular excluded from receiving funding:
  - a) pursuant to art. 6b section 3 of the Act on PARP;
  - b) in accordance with Art. 35. sec. 4 of the Act on the principles of implementing cohesion policy programs financed in the 2014-2020 financial perspective;
  - c) pursuant to art. 207 of the Act of August 27, 2009 on Public Finance;
- 7) those who are subject to the obligation to repay the aid which arises from the decision of the European Commission declaring the aid illegal and incompatible with the internal market;
- 8) in the cases specified in § 4 sec. 2a and 3 of the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by the Polish Agency for Enterprise Development under the Intelligent Development Operational Program 2014-2020 and in art. 3 section 3 of the Regulation of the European Parliament and of the Council (EU) No. 1301/2013 of 17 December 2013 on the European Regional Development Fund and specific provisions on the "Investment for growth and employment" goal and on the repeal of Regulation (EC) No. 1080 / 2006);
- 9) those who received funding for the same solution under a call conducted by another entity implementing the acceleration program based on funds obtained from the European Regional Development Fund under the Intelligent Development Operational Program, 2014-2020;
- 10) those who received funding for the same Idea from other public funds
- 11) those whose management body member has been convicted by a final judgment for the offense of giving false testimony or bribery, or any offense related to property, documentation credibility, trading in money and securities, business transactions, the banking system, penal and fiscal offenses or other related to the performance of economic activity or committed for the purpose of achieving financial benefits;
- 12) those who are in arrears on the account of public and legal liabilities or remain under the body for the receivership procedure or are under liquidation, bankruptcy or restructuring proceedings or have submitted an application for suspension of business operations;
- 13) those against whom the interdiction has been ruled which is referred to in Art. 12 sec. 1 point 1 of the Act of June 15, 2012, on the consequences of commissioning work to foreigners illegally residing

in the territory of the Republic of Poland (Journal of Laws, item 769) or the interdiction which is referred to in Art. 9 sec. 1 point 2a of the Act of October 28, 2002, on the liability of collective entities for acts prohibited under penalty (Journal of Laws of 2015, item 1212, as amended);

14) those who are in a difficult situation within the meaning of EU regulations on state aid, in particular EC Regulation No 651/2014, including those who are in the state of insolvency, have filed for bankruptcy or have had a bankruptcy motion filed against them, have filed a petition to open the restructuring proceedings or have had a petition to open the restructuring proceedings filed against them.

15) those who are in liquidation or have submitted a petition for suspension of their business activity;

16) those who have had a receivership or a legal person probation officer appointed for them

17) those whose rights to dispose of the innovative business idea, solution, program or other idea submitted in the Application are subject to reasonable doubt or dispute, security or claim of any third party.

18) Financial aid under the Program may not be granted for activities in the field of:

- (a) the manufacture, processing or marketing of tobacco and tobacco products;
- b) the production or marketing of alcoholic beverages;
- (c) the production or marketing of pornographic content;
- d) trade in explosives, weapons and ammunition;
- e) games of chance, mutual wagering, slot machine games and low-win slot machine games ;
- (f) the production or marketing of narcotic drugs, psychotropic substances or precursors.

19) Entrepreneurs operating in the iron and steel metallurgy sector, the coal sector, the shipbuilding sector, the synthetic fibers sector, the transportation sector and related infrastructure, as well as the energy generation, distribution and infrastructure sectors are also excluded from applying to the Program.

#### **§ 4. Application**

1. Call applications may be submitted on a continuous basis.
2. The application is made in electronic form by completing the application form on the website [www.polandprize.eu](http://www.polandprize.eu).
3. By submitting the application form you accept these Regulations and submit the Application on the terms and conditions set out in the Regulations.
4. In the case of amendments entered into the Regulations upon the submission of the application by the applicant, the application remains valid, however the Operator reserves the right to request that the Applicant complement the Application in the scope and by the date indicated by the Operator

5. The Applicant may indicate one of the Key Areas of Specialization in their application, however the Evaluation Committee has the right to qualify the Applicant to a path other than the one indicated.
6. The application must be made in English or Polish. Applications prepared in other languages will not be considered.
7. The applicant is obliged to submit factually correct declarations for all items listed in the application form.
8. Applicants shall assume full and unlimited accountability for any third party claims directed against the Operator which arise from the applications which they have submitted with regard to their product, service and process solutions.
9. Materials submitted by the Applicant together with the Application become the property of the Operator and will not be returned to the Applicants. The property applies here to the Operator's freedom to use the materials in accordance with the program implementation needs and does not mean transfer of the idea ownership rights to the Operator
10. The applications are subject to evaluation against the formal criteria. As part of this evaluation, the Operator may request that Applicant provide documents confirming the fulfillment of the formal criteria within 5 working days from the date of sending the request to the Applicant's e-mail address. Applications that are not completed despite the request for completion will be rejected.

#### **§5. Substantive evaluation of the Applications**

1. Obtaining a positive evaluation at the stage of formal criteria compliance verification qualifies the Application for further evaluation by the Evaluation Committee. Substantive evaluation is carried out in two stages.
2. The initial substantive evaluation is based on the verification of the Application in terms of the quality and content criteria. In the first stage, the members of the Evaluation Committee assigned to the evaluation process evaluate the following criteria on a scale of 1-10 :
  - Size of the potential market and description of the competition
  - Scalability of the solution
  - Business model
  - Technological feasibility of the project;
  - Team composition's compliance with the profile required by the accelerator (including those willing to settle down and operate in Poland)
  - Traction and market entry strategy (including additional achievements in this area);
3. Based on the substantive evaluation, the Evaluation Committee will build a ranking list of submitted Applications.
4. Based on the Evaluation Committee's substantive evaluation ranking list and the Business partner's recommendations, the Evaluation Committee will invite selected Applicants to



participate in interviews. Invitations will be delivered at least 5 days in advance. If, despite at least 2 attempts to arrange the date of the meeting, the Applicant does not appear for the evaluation, the Evaluation Committee has the right to exclude the Applicant from the recruitment process.

5. When justified, the Evaluation Committee may agree to an interview by teleconference.
6. In-depth interviews are conducted by at least 2 members of the Evaluation Committee and may be recorded as audio or video recordings.
7. In-depth merit-based evaluation is based on the interview's assessment against the qualitative and content-related criteria. The Evaluation Committee assesses the following criteria on a scale of 1-10 :
  - Team
  - The uniqueness of the solution
  - Feasibility
  - Product - readiness level
  - Market potential and scalability
  - Adaptation to the needs of a business partner
8. Where two or more projects receive the same number of points and there is no possibility of implementation of all the projects, the projects approved for implementation will be indicated by the Evaluation Committee.
9. The Evaluation Committee will present the final ranking list of Applications, summarizing the evaluations from both stages (substantive assessment and interview).
- 10.
11. The Evaluation Committee, taking into account the final ranking list, will select Applicants invited to participate in the Program.

## **§ 6. Agreement**

1. Signing the Agreement is a condition for program participation. The contract is concluded in writing. The agreement covers the implementation of the Individual Development Plan and the conditional implementation of the Individual Acceleration Plan.
2. If, for any reason, the Applicant decides not to sign the Agreement or the Operator refuses to sign the Agreement with the Applicant, the Evaluation Committee may indicate subsequent Applicants from the ranking list to participate in the Program .
3. The Applicant is not entitled to appeal against a negative decision on their qualification for the Program or a refusal to conclude an Agreement.
4. Within 14 days from the end of the call, the Operator will have notified the Applicants about the results of the procedure to the e-mail address provided by them.

5. Prior to the conclusion of the Agreement, the Operator may request delivery or update, within the designated period, in writing, of the documents necessary to conclude this agreement.
6. Failure to deliver the documents necessary for the conclusion of the Agreement within the designated period, in writing, will result in the refusal to conclude the Agreement.
7. In the event of refusal to sign or withdrawal from signing the Agreement, the Operator will send an invitation to sign the agreement to the next Applicant, in accordance with the ranking list .

## **§ 7. Participation in the Program**

1. The operator does not bear the costs of travel, accommodation and meals for the Participants. '
2. The operator will not charge participants any additional fees for participation in the program.
3. As part of the Development and Acceleration process, Startups will be assigned a dedicated tutor from the accelerator team , who will assist the Participants throughout the duration of the Program.
4. Startup teams consisting of at least 2 people and no more than 6 are expected to participate.

## **§ 8. Grant**

1. The grant will be paid in accordance with the provisions of the Agreement concluded between the Operator and the Startup.
2. The manner of grant settlement is set out as a simplified method of settlement of grants awarded to grant recipients in the projects of Measure 2.5 Acceleration Programs - Poland Prize of the Smart Growth Operational Program 2014-2020 in Annex 2, which is attached to these Regulations.

Any changes to the attachment will be published each time on the program's website.

3. The grant is paid out on the following terms and in the following amounts:

a) to cover the costs of Soft-landing and Development activities - no more than PLN 50,000.00 (including Soft-landing - no more than PLN 10,000.00). As part of the Soft-landing activities, the purchase of "concierge" services is financed, as well as the salaries of Startup employees. As part of the Development measures, the following are financed: salaries of the Startup employees , purchase of services, purchase of fixed assets, purchase of intangible assets, promotion costs;

b) to cover the costs of the implementation of Acceleration plan , not more than PLN 250,000.00. As part of the Acceleration activities, the following are financed: salaries of Startup employees, purchase of services, purchase of fixed assets, purchase of intangible assets, promotion costs.

4. The grant will be disbursed in installments. The payment of each installment will depend on the completion of the milestone provided for that tranche.
5. The implementation of the Program by Startup is subject to control by the Operator . Controls are planned with regard to deadlines for the settlement of lump sums under the Program.

6. Documentation confirming the implementation of the activities described in par. 3 let. a) and b) above is subject to control. The control consists in checking whether the Startup has and provided the Operator with the documents specified in the Agreement, confirming the achievement of results, product performance or implementation of activities.
7. The operator may require any materials from the Startup that can confirm that it has fulfilled the planned activities. The quality of the products prepared according to the Idea under the program is also verified.
8. The Operator may provide authorized institutions with all documents on the basis of which it will be possible to verify the implementation of the Program and the Idea, as well as the correctness of the calculation applied by the Operator regarding the amount granted and the awarded Grant.

## § 9. Confidentiality

1. The Operator, the Startup and the Participants are obliged to maintain strict confidentiality with regard to any Confidential Information that they acquire during the Program.
2. Confidential Information may be disclosed when required by applicable provisions of law, a court decision, an administrative decision or to the extent necessary to implement the Program assumptions (in particular as regards the Operator's performance of its obligations regarding monitoring and reporting, control and audit, documentation storage as well as information and promotion).
3. The operator has the right to share (publish) any content included in a given Startup's application (including the identity of the participants, short written descriptions of the startups and their Ideas and the video) for any purpose related to the Program or for promotional purposes and the content will not be considered confidential.

## § 10. Intellectual property

1. The Startup consents to the use of the trademark, word, graphic or word-graphic designation of the Startup by the Operator in marketing or information materials related to the Program.
2. By applying for the participation in the Program, the Startup has not, does not or will not breach the provisions of any agreements or third party rights, including but not limited to patents, copyrights, trade secrets, trademarks, advertising or personal rights, and will not disclose in violation of applicable law any confidential or proprietary information relating to any other person or entity.
3. The startup has full ownership of the rights to use the intellectual property exploited under the Program, including in particular the ownership of proprietary copyrights or other relevant rights to computer software which are used as part of the Idea covered by the Application.
4. The Startup declares that it has complied with, complies with and undertakes to comply with the following statements during the Program implementation:

- a. in the preparation and implementation of the idea covered by the Application, the license conditions with regard to computer works or programs which are being used by the Startup in connection with the Program have been complied with;
  - b. the exercise by Startup of its intellectual property rights is not subject to any dispute, nor is there any basis for the occurrence of dispute;
  - c. all fees necessary to renew or maintain the intellectual property rights have been paid in full and all activities necessary to maintain and protect the intellectual property rights have been properly undertaken;
  - d. Startup is not aware of any infringement of intellectual property rights by third parties;
5. The results which are the subject of intellectual or industrial property rights and the results that are not subject to such protection resulting from Startup's participation in the Program are the property of the Startup. The Startup has full rights to use the intellectual property exploited under the Program, including, in particular, proprietary copyrights or other appropriate rights which are being used as part of the pursuit of the Idea and has full rights to dispose of them on its own behalf.
6. The economic copyrights created as a result of the implementation of the Program are governed by the provisions of the Act of February 4, 1994 on copyright and related rights (Journal of Laws of 2018, item 1191).

## **§ 11. Obligations and Liability**

The Operator and any person participating in the Program on the part of the Operator, Business Partner or any persons participating in the Program on the part of the Business Partner will not be held liable for:

1. any losses incurred by the Startup, Participants or entities related to the Startup personally or by equity, in connection with their participation in the Program.
2. The Operator shall not be liable in the event of interruption, delay or cancellation of the Program due to external factors or force majeure which render the Program difficult or impossible to run. These events are out of control and thus outside the responsibility of the Operator, so the operator will be exempt from any accountability, without having to pay any penalty or damages pursuant to mutual obligations arising from the agreement with the Startup or Business partner.
3. The Startup's obligations will also last after the termination of the Program to the extent provided for by the Regulations, Agreement or applicable provisions of national or EU law.
4. The Startup is obliged to disclose all documents and information regarding the Idea covered by the Application and the Startup which should be considered important taking into account the terms and conditions of the Program set forth in the Agreement and the Regulations.

## **§ 12. Personal data**

1. The operator, as the administrator of personal data, processes personal data within the meaning and scope provided for by the relevant provisions of the law on the protection of

personal data, including primarily the provisions of Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (RODO), the Act of 10 May 2018. on the protection of personal data, as well as other provisions, acts and regulations governing the processing of personal data of certain categories.

1. The operator processes the personal data made available to it regarding:
  - a) in the case of the Applicant: data of persons authorized to represent the Applicant, data of persons submitting the Application and data of other persons indicated in the Application (in particular persons indicated as Participants) and other persons appointed for cooperation with the Operator for the purpose of examining the Application;
  - b) in the case of a Startup: data of persons indicated in point (a) a), as well as data of people representing the Startup or working on the Idea on the side of the Startup, data of Participants, data of persons appointed by the Startup for cooperation with the Operator in connection with the implementation of the Program;
2. in particular with regard to their identification data (name, surname, position) and contact data (telephone number, e-mail address).
3. The purpose of collecting data is the implementation of the Program and the implementation of events, workshops and meetings for Program alumni after its completion.
4. The basis for data processing is its necessity for the implementation of the Program (Article 6 (1) (b) of the GDPR) or legal obligations incumbent on the administrator (e.g. obligations in the field of public aid - Article 6 (1) (c) of the GDPR) or implementation of legally legitimate interests pursued by the Operator (marketing purposes, defense against pursuing claims, performance of statutory tasks and the Program - Article 6 (1) (f) of the GDPR).
5. The processing of personal data is a condition for participation in the Program. If the data is not provided, the implementation of the Program will not be possible.
6. Persons whose data has been made available in connection with the implementation of the Program have the right to access the data and rectify, delete or limit processing, as well as the right to object, request the cessation of data processing and transfer, as well as the right to lodge a complaint with the competent supervisory authority.
7. The data provided by Startup will not be made available to third parties, except for:
  - a) personal data which will be made available in the application for co-financing and for the needs of the application process for co-financing for the Program and settlement of the Program;
  - b) personal data made available to other entities cooperating with the Operator as part of the implementation and promotion of the Program;
  - c) personal data, the transfer of which to relevant state institutions is imposed on the Operator by law;
8. The data provided by Startup may be made available outside the European Economic Area, therefore the Operator takes appropriate steps to ensure the protection of this data, in particular through the use of specific contractual clauses called "standard contractual clauses", which have been approved by the European Commission or transfer to countries for which the

European Commission has issued an adequacy decision. In this case, the persons whose data has been disclosed have the right to obtain a copy of the appropriate security measures.

9. The data provided by the Applicant or Startup will not be profiled.
10. Personal data will be stored for a period of 10 (ten) years, counting from the beginning of the year following the year in which the Application was received (in the case of the Applicant) or not less than for the period specified in the Agreement (in the case of a Startup).
11. In order to implement the Program, the Operator provides the Applicant and the Startup with the data of persons appointed by it for implementation of the Program and cooperation with the Applicant or Startup. The Applicant and Startup are obliged to process this data in accordance with the provisions of the law on the protection of personal data.

### **§ 13. Final provisions**

1. The startup is fully responsible for the actions of its representatives and Participants as for its own actions. The Operator reserves the right to exclude at any time any Application, Startup or Participant if, in the Operator's opinion, the assumptions, conditions, processes or rules of the Program have been violated.
2. A startup or Participants whose behavior is unethical, illegal or may adversely affect the image of the Operator or the Program will be excluded from the Program at the Operator's discretion.
3. If there is a need to introduce changes to the Regulations, the Operator publishes information about its change, the current content of the Regulations and the date from which the change applies on the website: [www.polandprize.eu](http://www.polandprize.eu). Unless the provisions of the new Regulations provide otherwise, previously filed Applications will be evaluated by the Operator and the Evaluation Committee in accordance with the provisions of the amended Regulations.
4. In the event of a change in the Regulations, the Applicant has the right to resign from the Program, but not later than upon signing the Agreement.
5. Any disputes arising from these Regulations or in connection with them are subject to applicable provisions of law and will be settled by Polish common courts having jurisdiction over the seat of the Operator. The provisions of the Regulations are governed by Polish law and should be interpreted in accordance with it.
6. These Regulations have been prepared in Polish and English language versions. In the event of any discrepancy between any of the language versions, the Polish language version shall prevail.
7. If necessary, or if it is required by applicable law, the Regulations may be updated.
8. These Regulations come into force on the date of publication.