

## **§ I General provisions**

1. These Rules (hereinafter referred to as the Rules) define the terms and conditions of a hackathon and a conference organised under the name HackYeah (hereinafter referred to as **HackYeah** or **Hackathon**).
2. The Organiser of HackYeah is **PROIDEA Sp. z o.o.** with its registered office at ul. Łabędzia 9, 30-651 Kraków, holding Tax Identification Number (NIP): 679-308-88-42, Industry Identification Number (REGON): 122769022, entered in the National Court Register under No. 0000448243 (the “**Organiser**”), which may be contacted by sending a message to the following e-mail address: [marta.kowalska@hackyeah.pl](mailto:marta.kowalska@hackyeah.pl) hereinafter jointly referred to as the Organiser.

## **§ II Date and place**

1. HackYeah shall be held in Warsaw on 14–15 September 2019. The exact address and venue shall be announced on the Website (“Premises”).
2. On the dates and at the location of HackYeah competitions to provide a solution to the presented problems (hereinafter referred to as the “**Competition**” or “**Competitions**”) and the Conference shall be held.
3. The results of the Competitions shall be announced on 15 September in Warsaw at the end of HackYeah.
4. Remote participation in the Hackathon, Conference or Competitions shall not be allowed.

## **§ III Definitions**

For the purpose of these Rules, the following terms shall have meanings ascribed to them below:

1. Website – shall mean the website available at <https://hackyeah.pl>, containing information on HackYeah and making it possible to register for participation in HackYeah as a Participant through the Platform;
2. The Organiser of HackYeah is **PROIDEA Sp. z o.o.** with its registered office at ul. Łabędzia 9, 30-651 Kraków, holding Tax Identification Number (NIP): 679-308-88-42, Industry Identification Number (REGON): 122769022, entered in the National Court Register under No. 0000448243, which may be contacted by sending a message to the following e-mail address: [marta.kowalska@hackyeah.pl](mailto:marta.kowalska@hackyeah.pl).
3. Hackathon - hackathon type event alongside with the conference called HackYeah.
4. User – shall mean an adult natural person using the Website who registers HackYeah Participants on their own behalf or acting as an authorised representative of a legal person or an unincorporated organisational unit;
5. Schedule – shall mean a detailed HackYeah schedule determined by the Organiser, made available on the Website after confirming the participation of some or all speakers. The Schedule is indicative and is subject to change;
6. Participant – shall mean an adult or a minor natural person entitled to participate in HackYeah and receive additional benefits specified in detail in Section VII.4 of these Rules;
7. Platform – shall mean a website available at: [www.evenea.pl](http://www.evenea.pl), to which a user is redirected from the Website to register for participation in the Hackathon and the

Conference as a Participant. Redirection to the Platform takes place after clicking on the "Register" tab on the Website and starting the Registration process on the Website. The Platform is offered as part of the Evenea online service provided by Event Labs Sp. z o.o. of Warsaw;

8. Sponsor – shall mean an individual or a company funding awards in the Competitions organised as part of HackYeah;
9. Partner – shall mean a company participating in HackYeah, presenting its products and services. A Partner may act as a Sponsor.

#### **§ IV Participation in HackYeah as a Participant**

1. Participation in HackYeah is open to adult natural persons with full legal capacity who are not employees or associates performing assignments entrusted to them under civil law contracts concluded with the Organiser, or companies with indirect or direct equity or personal links with the Organiser (hereinafter referred to as **Participants**).
2. A minor may be a Participant only with the prior consent of the Organiser. Persons under 18 years of age may be allowed to participate in HackYeah after their prior verification by the Organiser (only with the consent and under the care of a legal guardian – Appendix 1). Please contact us in advance by e-mail: [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl).
3. Please be advised that HackYeah schedule assumes that Participants will perform activities of high intensity for 24 hours.
4. A Participant should make a reasonable assessment of, and in the event of any concerns – consult a physician, whether his or her health allows him or her to participate in HackYeah.
5. A Participant shall report to the Organiser when he or she feels dizzy, nauseous, strong fatigue, headache or has other alarming symptoms.
6. For the purposes of HackYeah and competition tasks, Participants shall set up **Teams** comprising from 1 to 6 members.
7. A Participant may be a member of any number of Teams. Team membership shall be decided by other Team members based on the contribution to the Team's joint work.
8. Participants shall demonstrate conduct that does not pose a threat to the safety of others, in particular Participants shall comply with the HackYeah Rules.
9. Participants shall be prohibited from bringing and carrying any weapons or other dangerous items, explosives, pyrotechnic products, materials posing a fire risk, alcoholic beverages, intoxicants or psychotropic substances.
10. Each Participant shall wear a wristband and ID tag in a manner visible to the Organiser (or shall produce them at each request of the Organiser) throughout the entire duration of HackYeah. If a Participant does not have a wristband or ID tag, the Organiser shall have the right to remove him or her from the area where HackYeah is held. A Participant may not make its ID tag or wristband available to any other person, and the ticket to HackYeah shall be issued to the Participant's name and assigned to a given Participant. While in the area where HackYeah is held, each Participant shall carry his or her ticket in paper or electronic form to make it available for inspection by the Organiser.

#### **§ V Registration for participation in HackYeah**

1. Participation in HackYeah shall be subject to registration of a Participant/Participants. To do so, a User shall correctly fill in the registration form that can be found at the following URL address: <https://hackyeah2019.evenea.pl> and pay the ticket price and

- any handling fees determined by **EVENEA.PL**, which can be checked before purchasing the ticket.
2. Registration shall begin on 12:00 am on 5 April 2019 and end on 3:00 pm on 15 September 2019.
  3. The price is indicated as a gross amount and includes all relevant taxes.
  4. Ticket proceeds shall be transferred for charitable purposes.
  5. HackYeah tickets shall be personalised. This means that upon placement of an order, it is mandatory to provide the first name, surname and e-mail address of each Participant.
  6. A User shall register other Participants based on their consent. A User registering Participants shall declare that he or she is the controller of the personal data of Participants, who have given their consent to their processing for the purpose of signing up for HackYeah.
  7. **The number of team members and team composition determined during registration shall not be binding during HackYeah.** Nonetheless, the number of persons on a team shall meet the requirements set out in Section IV.6 of these Rules.
  8. referred to in Section V.9 of these Rules by sending a registration confirmation notice through the Platform to the User's e-mail address. Upon sending such notice to the User an agreement on participation in HackYeah shall be deemed executed between the Organiser and the User or the entity represented by the User in accordance with Section V.6 of these Rules.
  9. These Rules provide for the following payment methods:
    - a. online payment: payment made using online payment systems (id:[platnosc@proidea.org.pl](mailto:platnosc@proidea.org.pl)); by payment card. This form of payment shall be processed by PayPal and Dotpay Sp. z o.o.
    - b. offline payment: payment by wire transfer. In the case of an offline payment, within seven days after the registration date the Organiser shall send a pro forma invoice to the User's e-mail address. Payments for participation in HackYeah shall be made by the date and to the Organiser's account number indicated in the pro forma invoice.
  10. Registration shall be effective only if a User accepts these Rules.
  11. By accepting these Rules consent is given to a free of charge and unlimited in time recording, reproduction, processing and distribution of a Participant's image for promotional and information purposes, recorded in photos and videos taken during HackYeah. Consent may be withdrawn by sending a written notice of withdrawal to Proidea's address at ul. Łabędzia 9, 30-651 Kraków, no later than on the opening date of HackYeah.
  12. The Organiser may refuse participation in HackYeah and the Conference by persons reasonably suspected to have registered for a purpose other than to participate in the Conference or Competitions organised as part of HackYeah (in particular to recruit employees). In such an event, registration shall be deemed ineffective and the registration fee shall be refunded.

#### **§ VI Right to rescind the agreement, change of name on the ticket**

1. A User who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), shall have the right to rescind the agreement with the Organiser without incurring any costs and without stating any reason within **14 days from the date of entering into the agreement** in accordance with Section V.9 of these Rules. A statement of rescission of the agreement shall be

made in writing. The User may use the form of the notice enclosed with these Rules (Appendix 2).

2. A User completing the registration process on behalf of a legal person or an unincorporated organisational unit, or for the benefit of a business which the User conducts as part of economic activity, shall be entitled to resign from participation in HackYeah within 14 days from the date of execution of the agreement referred to in Section V.9 of these Rules, but not later than on 14 August 2019. The Organiser shall refund the User for the amount equal to paid HackYeah admission fee. The refund shall be made within 30 days, against a correction invoice accepted by the User.
3. If the Participant did not pay the attendance fee they are eligible to resign from the attendance in the Hackathon and the Conference within the impassable term of 14th of August by sending a written resignation request to the Organizers to the email [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl)
4. The Organiser shall allow changes to be made in the list of Participants. Information on any change of Participants should be notified to the Organiser not later than **5 days before the commencement of HackYeah**. Any change of Participants shall require the User to fill in a new registration form and provide information on the change of Participants to the following e-mail address: [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl), including the details of the persons concerned.

#### **§ VII The HackYeah event**

1. The area where Hackyeah is to be held shall be available to Participants from 10:00 am on 14 September to 5:00 pm on 15 September.
2. HackYeah shall begin at 12:00 pm on 14 September and come to a close on 15 September.
3. During HackYeah, the Organiser shall provide the following (included in the ticket price):
  - a) food;
  - b) beverages;
  - c) access to sanitary facilities;
  - d) wired Internet connection at workstations and, to a limited extent, wireless Internet connection;
  - e) work space.

#### **§ VIII Competitions**

1. During HackYeah, a number of Competitions independent of each other shall be held, as part of which solutions will be developed for **closed** or **open tasks**.
2. Closed tasks shall involve IT problems for which only one correct solution exists.
3. Open tasks shall involve IT problems, for which a Team will be expected to develop an original solution whose subject will be presented in the description of a given open task.
4. Each Competition shall have an individual Sponsor of awards that can be won in a given Competition.
5. The list of Competitions and Sponsors of particular Competitions shall be available at [www.hackyeah.pl](http://www.hackyeah.pl). The list of Sponsors shall be updated no later than on HackYeah opening day.

6. Each Competition shall begin with the presentation of an open or closed task by the Sponsor or a person designated by the Sponsor.
7. Once the subject of the task is announced, Participants shall have up to 24 hours to provide a relevant solution. Any Participant may complete the task before the designated deadline. The manner of submission of a solution to a given task in a given Competition shall be specified in the rules of that Competition.
8. The Rules of individual Competitions shall be published no later than on the event opening day at [www.hackyeah.pl](http://www.hackyeah.pl).

### § IX Panel of judges and evaluation criteria

1. Solutions provided to individual tasks shall be evaluated by the panel of judges designated for a given Competition, consisting of at least two judges. Judges shall be appointed by the Sponsor of a given Competition and the Organiser. Judges appointed to individual panels shall be published at [www.hackyeah.pl](http://www.hackyeah.pl) no later than on the opening day of HackYeah.
2. In the closed tasks category Jury judges the solutions comparing them to the model solution provided by the Sponsor of the Competition. The Sponsor chooses the winners according to the rules described in the separate Competition Regulations.
3. In the open tasks category the Jury judges based on the following criteria: innovation, the possibility of practical use, implementation value, integrity and completeness.
4. Jury's decision is made with the simple majority of votes. In the situation of equal distribution of votes the chairman of the Jury is the decisive one. The Chairman is chosen by the Jury members prior to the Competition.
5. The Rules of each Competition shall define the task evaluation criteria. The rulings of the panel of judges shall be final and there shall be no appeal from them.
6. After the lapse of the specified period, no further modifications and corrections shall be made in the developed solution. Any modifications and corrections made after the lapse of the specified period shall not be taken into consideration by the judges.

### § X Copyrights

1. The Sponsor of a given Competition shall address in the relevant Rules the transfer of rights to the awarded work, in particular copyrights. **Economic copyrights to the best solutions shall remain the property of the relevant Participants, unless in the rules of a given Competition it is expressly stated that the rights, in particular economic copyrights, are transferred to the Sponsor of a given Competition held as part of HackYeah upon the grant of awards to the winning Participants, in accordance with Art. 921.3 of the Civil Code (consolidated text: Dz.U. of 2017, item 459).** Copyrights shall be transferred under a relevant agreement between the parties.
2. In the event of any doubts, the Sponsor of individual awards in a given Competition held as part of HackYeah shall be the entity promising an award within the meaning of Art. 921.3 of the Civil Code of 23 April 1964 (consolidated text: Dz.U. of 2017, item 459).
3. The Participants of the Competition referred to in the paragraph no.1 can claim the Prize from the moment of the announcement of the results up to 24 hours after the event finishes. After this time the prizes are forfeited and the regulations of this point do not apply.

4. The Participant can claim the prize from the Organizers (transmitting the prize promised by the Sponsor) in any way, as long as the Participant can be identified and the claim is rightful.
5. Financial prizes will be transferred to the specified Participants bank account within 30 days of the claim of the Participant regarding given competition. The material prizes will be issued to Participants directly after the announcement of the results of each individual competition. In case of the subsequent claim of the material prizes(within the terms specified in the sentence no. 1), they will be available for collection by the Participants within 14 days from the claim. They can be collected at the following address: Łabędzia 9 street, 30-651 Kraków.
6. The economic copyrights referred to in Section X.1, to the extent where the solution is software, shall be transferred in the following fields of use:
  - a) permanent or temporary reproduction of the solution, in whole or in part, by any means and in any form,
  - b) translation, adaptation, layout change and any other changes,
  - c) dissemination, including lending or renting a solution or a copy thereof,
  - d) permitting third parties to exercise their derivative copyrights related to the solution.
7. The economic copyrights referred to in Section X.1, to the extent where the solution is not software, shall be transferred in the following fields of use:
  - a) recording and reproduction with all known techniques, including digital, magnetic recording, photosensitive, electronic, any video and printing techniques,
  - b) entering into computer memory and making freely accessible on computer networks, including the Internet and Intranet – in particular through permanent placement on a public website of the works, in whole or in part, in a manner that makes it possible for any interested party to make multiple copies thereof, free of charge,
  - c) marketing of the originals and carriers, as well as copies of originals and carriers,
  - d) public reproduction,
  - e) making originals and carriers available to the public,
  - f) public performance,
  - g) rental and lending,
  - h) exhibiting,
  - i) displaying,
  - j) developing foreign language versions (including using techniques enabling communication with people with various disabilities),
  - k) wired or wireless video broadcasting or other video broadcasting through a computer network, including unrestricted uploading of videos in the Internet, except for the possibility of broadcasting of videos or parts thereof on public television,
  - l) permitting third parties to exercise their derivative copyrights related to the solution.

## **§ XI Awards**

1. Awards granted in Competitions shall be prizes and monetary awards.
2. The list of prizes and monetary awards to be granted as part of individual Competitions shall be available at [www.hackyeah.pl](http://www.hackyeah.pl). The list of awards shall be updated no later than on HackYeah opening day.

3. The offered prizes shall not be exchanged for monetary awards, other prizes or cash equivalents.
4. The awards are funded by Sponsors of individual Competitions.
5. The value of the financial prizes will be reduced by the flat-rate income tax of 10% paid by the Organizers.
6. Awards shall be granted only to winning Teams. However, the Sponsors and the Organiser reserve the right to award distinctions and additional minor prizes to specific teams whose projects will be considered valuable by the Organiser or by the panel of judges. In the event of any doubts, Section X Copyrights shall not apply to the teams which are awarded a distinction.

## **§ XII Personal data**

1. The entity acting as the controller of personal data collected in connection with the participation in a hackathon and a conference organised under the name HackYeah (hereinafter referred to as "HackYeah") shall be PROIDEA Sp. z o.o. with its registered office at ul. Łabędzia 9, 30-651 Kraków, holding Tax Identification Number (NIP): 679-308-88-42, Industry Identification Number (REGON): 122769022, entered in the National Court Register under No. 0000448243, which may be contacted at the following e-mail address: [marta.kowalska@hackyeah.pl](mailto:marta.kowalska@hackyeah.pl)
2. All information regarding data processing is included in the Privacy Policy available on the Website.

## **§ XIII Complaints**

1. The User may lodge complaints to the following e-mail address: [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl) or in writing, to the registered address of the Organiser.
2. A complaint concerning the proceedings of HackYeah may be submitted within 14 days after the end of HackYeah. A complaint shall be deemed to have been lodged on the date of receipt of such complaint by the Organiser.
3. Complaints lodged after the lapse of the period specified in Section XIII.2. shall not be recognised.
4. The Organiser shall review any complaints within 14 days after the date of their submission. If the Organiser does not reply to a complaint within the deadline specified above, it shall be deemed that the complaint was granted, i.e. the Organiser considered the User's statement or request as justified.

## **§ XIV Order regulations**

1. HackYeah Participants and Speakers shall demonstrate conduct that does not pose a threat to the safety of other Participants, observe the law and these Rules, as well as immediately follow the instructions of security staff. It is forbidden to obstruct and block exits and escape routes, as well as other necessary rescue or fire-fighting equipment in the event of an emergency during the Conference.
2. Participants in HackYeah shall respect the rights and personal dignity of other Participants. Participants shall be strictly prohibited from harassing other Participants. Harassment shall be deemed as: offensive verbal comments on sex, gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion, as well as intentional intimidation, persecution, improper physical contact and unwanted sexual attention. In addition, during HackYeah it shall be prohibited to use words and symbols commonly recognised as prohibited, including rude language or

expressions that may offend religious or ideological feelings, or implying discrimination.

3. It shall be forbidden to damage any markings and information boards, advertising media, devices and equipment used at HackYeah etc. Participants shall use sanitary facilities only for their intended purpose.
4. Participants shall promptly notify the Organiser of any instances of misconduct (in particular those indicated above) by other Participants.

### **§ XV Out-of-court dispute resolution**

1. Any disputes that may arise between the Organiser and a Participant who is a consumer may be resolved on an amicable basis. For detailed information on the methods and access to forms of out-of-court dispute resolution, see: [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php)
2. Detailed information on the possibility of having recourse to an out-of-court complaint and redress mechanism, out-of-court dispute resolution as well as the rules of using these procedures, is also available at the offices and on the websites of:
  - a) county (municipal) consumer ombudsmen;
  - b) social organisations whose statutory tasks include consumer protection (including the Polish Consumer Federation, Association of Polish Consumers). Advice is provided by the Polish Consumer Federation through a free helpline 800 007 707 and by the Association of Polish Consumers at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl));
  - c) Provincial Inspectorates of the Trade Inspection and on the following websites Internet of the Office of Competition and Consumer Protection:
  - d) [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);
  - e) [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
3. In the event of a dispute between the Organiser and a Participant who is a consumer concerning the agreement on participation in HackYeah, the consumer shall be entitled to having recourse to an out-of-court complaint and redress mechanism, including by filing a complaint in one of the official languages of the European Union, including Polish, through the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>
4. A Participant who is a consumer has the right to apply to the Provincial Inspector of the Trade Inspection, pursuant to Art. 36 of the Act on Trade Inspection of 15 December 2000, for initiation of mediation proceedings regarding amicable settlement of the dispute between the consumer and the Organiser. Information on the rules and procedure of the mediation conducted by the Provincial Inspector of the Trade Inspection is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection.
5. A Participant who is a consumer has the right to apply to the permanent consumer arbitration court referred to in Art. 37 of the Act on Trade Inspection of 15 December 2000, for resolution of the dispute arising under the concluded agreement.
6. Any disputes that may arise between the Organiser and a Participant who is not a consumer shall be resolved by the court competent for the Organiser.

### **§ XVI Final provisions**

1. At the time of registration, a User shall declare that he or she has read and accepts these Rules. Registration, thus the participation in HackYeah, shall be subject to acceptance of these Rules.

2. A User agrees to the provision of these Rules in electronic form in PDF format.
3. Unless otherwise stated in these Rules, communication between the Organiser and the User who submitted the registration form for a Participant to the Organiser will be carried out electronically, to the User's e-mail address indicated in the Account settings, and to the following Organiser's e-mail address: rejestracja@proidea.org.pl, or any other address in the proidea.org.pl domain.
4. Participants in HackYeah shall observe these Rules.
5. Participants who, despite being requested to cease a breach of these Rules, fail to comply with the Organiser's instructions, in particular if their conduct poses a threat to the safety of other Participants or if they disrupt the proceedings of HackYeah, shall immediately leave HackYeah and shall not be entitled to any claims against the Organiser.
6. The Privacy Policy constitutes an integral part of these Rules and is available on the Website.
7. The Organiser reserves the right to change the date of HackYeah or to cancel the event, which may be done only in the case of occurrence of circumstances beyond the Organiser's control (emergency, natural disaster) that would prevent HackYeah and Competitions from taking place on the dates specified in these Rules. Participants who resign from participation in HackYeah and the Conference to be held on the changed date shall have the right to rescind the agreement within 14 days after the announcement of the change in the date of HackYeah.
8. The Organiser reserves the right to amend these Rules for important reasons. Any amendments to these Rules, including the dates of the Competition, shall be published promptly on the HackYeah website and on the HackYeah Facebook profile. The Organiser shall also notify registered Participants by e-mail of any amendments to these Rules. The amendments shall take effect within 14 days after their publication and sending of a relevant notice to Participants. Participants who do not accept the amended Rules shall have the right to rescind the agreement within 14 days after the announcement of the amendments.
9. The Organiser shall be entitled to record HackYeah using video and audio recording devices.
10. In all organisational matters, including disputes during HackYeah, the decisions of the Organiser shall prevail.
11. These Rules shall enter into force on 5 April 2019.

## Appendix 1

### Legal guardian's consent

\_\_\_\_\_, city/town\_\_\_\_\_ date\_\_\_\_\_ (Legal guardian's first name and surname)

### **CONSENT TO PARTICIPATION IN HACKATHON AND THE HACKYEAH CONFERENCE BY A CHILD/WARD**

I hereby give my consent to the participation by my child/ward:

\_\_\_\_\_  
\_ (surname, first name)

in the hackathon and the HackYeah conference (“**HackYeah**”) to be held on 24–25 November in Warsaw.

By consenting to my child’s participation, I take full responsibility for his/her participation in the event and I undertake to care for him/her at the location of the event.

Should my child/ward win, I declare that if the rules of a given competition so require I will transfer relevant copyrights to HackYeah partners and sponsors, in accordance with the HackYeah Rules.

\_\_\_\_\_  
(legal guardian's signature)

I agree to the processing by the Organiser of HackYeah of the following personal data of my child/ward: first name, surname and e-mail address, for the purpose of the organisation of HackYeah.

\_\_\_\_\_  
(legal guardian's signature)

I consent to the distribution of the image of my child/ward and any video and promotional materials with his/her participation by the Organiser, without any limitation as to time or territory, recorded in connection with the holding of HackYeah. The consent includes the use of his/her image by the Organiser, recording and reproduction of his/her image by any medium, in particular publication in newspapers, magazines, reports, folders, publications on the Internet, including the Organiser's website and Facebook profile, on exhibitions and in electronic publications, for the Organiser’s promotional, informational and marketing purposes.

\_\_\_\_\_  
(legal guardian's signature)

I consent to the distribution of the image of my child/ward and any video and promotional materials with his/her participation by the Organiser’s Partners (a company participating in HackYeah to present its products and services), without any limitation as to time or territory, recorded in connection with the holding of **HackYeah**. The consent includes the use of his/her image by the Organiser’s Partners, recording and reproduction of his/her image by any medium, in particular publication in newspapers, magazines, reports, folders, publications on the Internet, including the website and Facebook profile of the Organiser's Partners, on exhibitions and in electronic publications, for the promotional, informational and marketing

purposes of the Organiser’s Key Partners. The list of the Organiser’s Key Partners will be available on the Website.

\_\_\_\_\_  
(legal guardian's signature)

**Appendix 2**

**Statement of rescission of the agreement**

**AGREEMENT RESCISSION FORM**

*(complete and return this form only if you wish to rescind the agreement)*

PROIDEA Sp. z o.o.

ul. Łabędzia 9, 30-651 Kraków

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

I, \_\_\_\_\_ (*first name and surname and residence address*) hereby give notice of rescission of the agreement on the provision of the following service: \_\_\_\_\_ (*name of the event*) concluded on \_\_\_\_\_.

\_\_\_\_\_

*Date and signature*

## PRIVACY POLICY

1. The entity acting as the Controller of personal data collected in connection with the participation in a hackathon and a conference organised under the name HackYeah (hereinafter referred to as "**HackYeah**") is **PROIDEA Sp. z o.o.** with its registered office at ul. Łabędzia 9, 30-651 Kraków, holding Tax Identification Number (NIP): 679-308-88- 42, Industry Identification Number (REGON): 122769022, entered in the National Court Register under No. 0000448243, which may be contacted at the following e-mail address: [marta.kowalska@hackyeah.pl](mailto:marta.kowalska@hackyeah.pl)
2. The Controller processes your personal data in accordance with the Regulation 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 repealing Directive 95/46/EC ("**GDPR**")
3. The Administrator processes the following data:
  - a) of the user: name and surname; e-mail address (this address will be used to send the ticket, information regarding the hackathon etc. please input your direct and current email address); information regarding where are you from; chosen meal type; years in the profession; your profession; your professional interests and others; facebook and linkedin name are optional; and the following data used for the invoicing purposes: company name, address, postal code, city; NIP is optional. The company name and NIP have to be given in order to claim the invoice when the claim is directed from the company (a legal person, an organizational unit without legal personality but having legal capacity, a natural person running a business).
  - b) of the attendee: name and surname, email address, phone number, company name and the position.

Providing these data is voluntary, but it is necessary to conclude an agreement with the Administrator for participation in the Hackathon and Conference and its implementation.
4. In addition, photographs and video recordings may be made during HackYeah, thus the Controller and the Organiser's Partners will process your image pursuant to Art. 6.1.a of the GDPR. Although your consent to the processing of the image is voluntary, it is required for participation in HackYeah.
5. Provision of information such as the user's profile name on Twitter, where he or she learned about HackYeah, what motivated him or her to participate in HackYeah, answer to the question on professional interests and professional experience, and other notes, is voluntary and optional.
6. Although providing the following details for billing purposes: company name, address, postal code, city/town, Tax Identification Number (NIP) is voluntary, it is required for issuing invoices.
7. A User's personal data referred to in Section 3 are processed for administrative purposes related to the participation in HackYeah, as part of the Controller's performance of the agreement on participation in HackYeah, pursuant to Art. 6.1.b of the GDPR.
8. A Participant's personal data referred to in Section 3 are processed for administrative purposes related to the participation in HackYeah, based on Participants' consent – Art. 6.1.a of the GDPR.
9. Subject to your consent, your personal data referred to in Section 3 may be processed for marketing and promotional purposes related to the offer of Partners and the Organiser, pursuant to Art. 6.1.a of the GDPR.

10. Your personal data referred to in Section 6 may be processed for billing purposes, pursuant to Art. 6.1.f of the GDPR.
11. Following the performance of the agreement on the participation in HackYeah, the basis for data processing, to the extent specified in Section 12 below, will be the legitimate interests pursued by the Controller (Art. 6.1.f of the GDPR), consisting in seeking to ensure the Controller's legal security.
12. Your personal data will be processed until any claims that may arise under the execution of the agreement on the participation in HackYeah with the Controller are time-barred.
13. Your personal data may be subject to profiling to achieve the purposes for which they have been collected. However, these data will not be used by the Controller for automated decision-making.
14. If you consent to the processing of your data for marketing purposes, the Controller's Key Partners will process them for this purpose until the consent is withdrawn.
15. The recipients of your personal data are employees and associates of the Controller. Recipients of these data may also include entities that provide services to the Controller involving the organisation of HackYeah or facilitate the achievement of the Controller's marketing purposes. In some cases, your personal data may also be transferred to public authorities. This may occur only where we are required to do so under the applicable law.
16. In extraordinary circumstances, your personal data may be transferred to the United States (see Section 19) exclusively to entities which guarantee the adequate standards of their protection, i.e. in respect of which the European Commission made a decision that they ensure an adequate level of protection, as referred to in Art. 45 of the GDPR, including as part of the Privacy Shield mechanism, or based on other relevant safeguards, as referred to in Art. 46 of the GDPR, including model contractual clauses.
17. Your rights. You have various rights in connection with the processing of your personal data.

Any requests related to the exercise of your rights may be submitted to us by e-mail ([registration@proidea.org.pl](mailto:registration@proidea.org.pl)) or regular mail (to the address: ul. Łabędzia 9, 30-651 Kraków).

As we want to ensure that your data are protected properly, before acting upon your instructions, we may ask additional questions to confirm your identity. You have the following rights:

- a) **Right to request access to data.**
- b) **Right to rectification:** if you believe that your personal data are inaccurate or incomplete, you may request relevant changes to be introduced to your personal data;
- c) **Right to erasure:** you may request that your personal data be erased;
- d) **Right to restriction of processing:** you may request that the processing of your personal data be restricted;
- e) **Right to object:** you may object to the processing of your personal data on grounds relating to your particular situation. You have an absolute right to object to the processing of your personal data for direct marketing purposes, including profiling related to direct marketing;
- f) **Right to withdraw consent:** if you gave your consent to the processing of your personal data, you can withdraw your consent at any time;

- g) **Right to data portability** if it is compatible with the law, you may request that the personal data you have provided to us be returned to you or transferred to a third party.

We use aimed at protecting your personal data in accordance with the applicable law. However, if you consider that we process your personal data unlawfully, you have the right to lodge a complaint with a supervisory authority, which in Poland is the President of the Office of the Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych).

## 18. Cookies

### General information on cookies

We use technologies, such as cookies, to collect and process personal data in order to personalise the content of advertisements displayed on other websites and to analyse traffic on the Website.

Cookies enable us to learn more about how you interact with the Website. Thus, they make it possible improve the Website's layout. Cookies also collect information on how you use the Website, the website from which you have been redirected, the number of your visits and the duration of your visit to each website. Cookies are also used to improve the personalisation of our and our partners' advertisements. Cookies used by the Website are saved on your devices automatically, if your browser's settings allow it. A cookie file usually contains the name of domain from which it originates, its "validity period" as well as a unique, randomly selected number identifying the file. The information contained in cookies may be combined with other information that you provide, including your e-mail address. You can disable cookies in your web browser settings. If you chose to do so, you may browse the pages of the Website, but its certain functions may be limited. Using the Website without disabling cookies in your browser settings will be understood as your consent to the use of cookies.

## 19. The Website uses both the Controller's cookies and third party cookies:

### **Google Analytics**

The Website uses Google Analytics, a network analysis service offered by Google Inc. ("Google"). Google Analytics uses cookies that are stored on your computer allowing the use of the Website. Information on your use of the Website is normally transmitted to and stored by Google servers located in the United States. The Website uses IP anonymisation. This means that your IP address will be shortened in advance by Google in EU member states or other non-EU countries that are signatories of the Agreement on the European Economic Area. Only in exceptional cases will your full IP address, before being shortened, be transmitted to a Google server located in the United States. Google will use the provided information to analyse, for the benefit of the Controller, your use of the Website, create reports on activity on the Website and provide other services to the Controller related to the use of the Website and the Internet. The IP address identified by Google Analytics will not be combined with other data collected by Google.

### **Remarketing**

The Website uses remarketing cookies to provide advertisements to you on Facebook (Facebook Pixel) and Google (Google Display Network).

### **Web beacons**

In addition to cookies, the Website may also collect data customarily collected by webmasters in the form of logs or log files.

The information contained in logs may include your IP address, type of Internet platform and browser, your Internet service provider and the address of the website from which you entered the Website. Some pages of the Website may contain web beacons. Web beacons enable you to receive information such as the IP address of the computer used to load the website, on which a given web beacon operates, the URL address of the website, time when the website was loaded, type of browser, as well as information stored in cookies, in order to evaluate the effectiveness of our advertisements.

## 20. IP address

The Controller reserves the right to collect IP addresses of Website visitors, which may be helpful in diagnosing technical issues concerning the server and creating statistical analyses (e.g. to determine the regions where the highest number of Website visits are made). In addition, collection of IP addresses may be useful for administration purposes and to improve the Website.

IP addresses are collected in an anonymous way, which means that they are not assigned to any User data.

## 21. Telecommunications confidentiality

We ensure your protection as part of telecommunications confidentiality.

Any information covered by telecommunications confidentiality may be disclosed only in the cases specified in special regulations.

Information covered by telecommunications confidentiality may be processed for the purposes related to the operation of the website, if it is necessary for its proper functioning or supervision of its proper functioning.

## 22. Amendments to the Privacy Policy

It may occur that amendments to this privacy policy are required. We will notify you if any amendments to the privacy policy are made.

This privacy policy will be effective as of 5 April 2019.

