

Rules of the 2020 HackYeah Conference and the Hackathon

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 the Hackathon).
2. The Organiser of Hackathon is PROIDEA Sp. z o.o. with its registered office at Zakopiańska St. 9, 30-418 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: joanna.dominik@proidea.org.pl.

II Date and place

1. Hackathon shall be held in Expo XXI Warsaw on 27-28 November 2020.
2. Competitions will be held at the time and place of the Hackathon to provide solutions to the problems presented (hereinafter referred to as the Competition or Competitions).
3. The results of the Competitions shall be announced on 28 November 2020 at the end of the Hackathon.
4. Remote participation in the Hackathon 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 the Hackathon and enabling registration for participation in the Hackathon as a Participant through the Platform;
2. **User** – shall mean an adult natural person using the Website who registers Hackathon Participants on his own behalf or acting as an authorised representative of a legal person or an unincorporated organisational unit;
3. **Schedule** – shall mean a detailed Hackathon schedule determined by the Organiser, made available on the Website as well as the schedule of the Conference (set out after confirming the participation of some or all speakers). The Schedule is indicative and is subject to change;
4. **Participant** – shall mean an adult or a minor natural person entitled to participate in the Hackathon and receive additional benefits specified in detail in Section VIII.4 of these Rules;

5. **Platform** – shall mean a website available at: www.evenea.pl, to which the User is redirected from the Website to register for participation in the Hackathon as the 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. with its registered office in Warsaw;
6. **Sponsor** – shall mean an individual or a company funding awards in the Competitions organised as part of the Hackathon;
7. **Partner** – shall mean a company participating in the Hackathon and the Conference, presenting its products and services. A Partner may act as a Sponsor.

IV Participation in the Hackathon as the Participant

1. Participation in the Hackathon 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 the Participant only with the prior consent of the Organiser. Persons under 18 years of age may be allowed to participate in the Hackathon 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.
3. Please be informed that Hackathon schedule assumes that Participants will perform activities of high intensity for 24 hours.
4. The Participant should reasonably assess, and in the event of any concerns – consult a physician, whether his or her health allows him or her to participate in the Hackathon.
5. The 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 the Hackathon 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 threat to the safety of others; in particular Participants shall comply with the rules of the venue at which the Hackathon is held as well as with the Hackathon and the Conference 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 show them at each request of the Organiser) throughout the entire duration of the Hackathon. If the Participant does not have a wristband or ID tag, the Organiser shall have the right to remove him or her from the area where the Hackathon is held. A Participant may not make its ID tag or wristband available to any other person, and the ticket to the Hackathon shall be issued to the Participant’s name and assigned to the given Participant. In the area where the Hackathon 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 the Hackathon

1. Participation in the Hackathon 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://hackyeah2020.evena.pl> and pay the ticket price and any handling fees determined by PL, which can be checked before purchasing the ticket.
2. Registration shall begin on 12:00 pm on 10 March 2020 and end on 3:00 pm on 28 November 2020.
3. The price is indicated as a gross amount and includes all relevant taxes.
4. Ticket proceeds shall be transferred for charitable purposes.
5. Hackathon 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. User shall register other Participants based on their consent. Personal data of the Participant submitted by another User are processed for purposes related to the handling of participation in the Hackathon, based on the consent of Participants – Article 6.1.a. of the GDPR. If another User registers the Participant to participate in the Hackathon, the User should be entitled to provide the Controller with the Participant's personal data in accordance with the specimen attached as Appendix 2. The User is obliged to present an appropriate authorization or power of attorney at each Controller's request.
7. In the registration form for Participants available on the Platform and the Website, the User shall provide the following data: name and surname and e-mail address (please provide a direct and up-to-date e-mail address as the ticket, organisational information related to the Hackathon, etc. will be sent to that e-mail address), and the following data of the Participant: name, surname, e-mail address, information about where the Participant is from, what kind of meal he chooses, how many years he works in the profession, what he does professionally, what are his professional interests and other remarks; and optionally also his user name on social networking sites – Facebook and LinkedIn, as well as the size of the T-shirt.
8. Additionally, the User provides the following data for the purpose of issuing an invoice: company name, address, postal code, city, and optionally tax identification number (NIP). The company name and tax identification number shall be provided for the purposes of obtaining an invoice when the submission is made on behalf of a company (a legal person, an organisational unit with no legal personality but having legal capacity, a natural person conducting business activity as an entrepreneur). In the registration form, the User may also provide a discount code (if the User has received any). If despite having a discount code, the User does not provide it during the registration process, he or she shall lose the right to apply the discount and the registration shall proceed based on the price list.

9. Before submitting the registration form regarding a Participant, the User shall read these Rules and the Privacy Policy. By sending a filled in form to the Organiser, the User offers the Organiser to execute an agreement on participation in the Hackathon.
10. The Organiser shall confirm the receipt of the offer 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 the Hackathon shall be deemed executed between the Organiser and the User or the legal entity represented by the User.
11. These Rules provide for the following payment methods:
 - a. **online payment:** payment by card (this form of payment shall be processed by PayPal and Dotpay Sp. z o.o.)
 - b. **offline payment:** payment by transfer.
12. In 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 the Hackathon shall be made by the date and to the Organiser's account number indicated in the pro forma invoice.
13. The payment may be made immediately after obtaining the confirmation from the Organiser referred to in point V.10. to the bank account of the Organiser indicated in the e-mail sent to the User, or via Internet payment systems (id: platnosci@proidea.org.pl).
14. Registration shall be effective only if a User accepts these Rules.
15. The Organiser may refuse participation in the Hackathon by persons reasonably suspected to have registered for a purpose other than to participate in the Conference or Competitions organised as part of the Hackathon (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. The 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 not later than 30 October 2020 by sending a written statement of resignation to the Organiser in electronic form to rejestracja@proidea.org.pl. In the event of the resignation referred to in this provision, the Organiser shall reimburse the User for the amount corresponding to the payment made for the participation in Hackathon. The return shall take place within 30 days, on the basis of a correction invoice accepted by the User.
2. 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 the Hackathon. 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, including the details of the persons concerned.

VII The Hackathon event

1. The area where the Hackathon is to be held shall be available to Participants from 11:30 am on 27 November 2020 to 4:00 pm on 28 November 2020.
2. Hackathon will start at 12:00 on 14 September 2019 and end 24 hours later.
3. If all competition tasks are completed within the time available, Hackathon may be shortened.
4. During the Hackathon, the Organiser shall provide the following:
 - a. food;
 - b. beverages;
 - c. access to sanitary facilities (including showers);
 - d. wired Internet connection at workstations and, to a limited extent, wireless Internet connection;
 - e. work space.

VIII Competitions

1. During the Hackathon, 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; 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 hackyeah.pl. The list of Sponsors shall be updated no later than on the Hackathon 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 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 no later than on the opening day of the Hackathon.

2. In case of closed tasks, the Judges assess the correctness of the solution by comparing it with the model solution prepared by the Sponsor of a given Competition. The Sponsor selects the winning team according to the rules described in the rules of a given Competition.
3. In case of open tasks, the Judges assess the solutions prepared by the teams in terms of innovation, practical applicability, implementation value, integrity and completeness.
4. Decisions of the Judges are made by a simple majority of votes. In the event of an equal distribution of votes, the decision of the Chairperson of the panel of Judges, elected by the members of the panel from among its members before the beginning of the Competition, is binding.
5. The decisions of the Judges are final and cannot be appealed against.
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 the Hackathon 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 the Hackathon 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 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.
4. 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. The list of awards shall be updated no later than on the Hackathon opening day.
3. Prizes will be paid out within 180 days of the day the results are announced.
4. The offered prizes shall not be exchanged for monetary awards, other prizes or cash equivalents.
5. The awards are funded by Sponsors of individual Competitions.
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 shall be PROIDEA Sp. z o.o. with its registered office at Zakopiańska St. 9, 30-418 Kraków, holding Tax Identification Number (NIP): 679-308-88-42, Industry Identification Number (REGON): 122769022, entered in the National Court Register under No. 0000448243, with the share capital of PLN 10,000 paid up in full, which may be contacted at the following e-mail address: joanna.dominik@proidea.org.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 or in writing, to the registered address of the Organiser.
2. A complaint concerning the proceedings of the Hackathon may be submitted within 14 days after the end of the Hackathon. 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. Hackathon Participants shall demonstrate conduct that does not pose any threat to the safety of other Participants, observe the law and these Rules, as well as immediately follow the instructions of the 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 Hackathon.
2. Participants of the Hackathon 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 the Hackathon 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 Hackathon 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 Recording the Hackathon

1. The Organiser and the Hackathon Partners are entitled to record and distribute the recordings of the Hackathon both in audio-visual form of documentation (for journalistic news and interview, artistic or music videos) as well as in visual form (for documentary and artistic photography) for the purposes of documentation, promotion or advertising. In connection, the image of people present at the venue where the Hackathon takes place, may be recorded free of charge and then distributed in a manner and for the purposes

described above for an indefinite period of time, to which the Hackathon Participant consents upon entering the Hackathon venue.

2. The Organiser warns that the course of the Hackathon will be filmed, photographed, transmitted and recorded as part of radio, Internet and other public broadcasts according to any current technical method.

XVI Out-of-court dispute resolution

1. Any disputes that may arise between the Organiser and a Participant who is a consumer (i.e. a natural person performing a legal transaction not directly related to his business or professional activity, having full legal capacity [understood as an incapacitated adult who can perform legal transactions in his own name]) 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
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 ombudsman;
 - 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;
 - 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;
 - e. 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 the Hackathon, 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.

XVI Final provisions

1. At the time of registration, a User shall declare that he or she has read and accepted these Rules. Registration, thus the participation in the Hackathon, shall be subject to acceptance of these Rules. These Rules will also be provided in electronic form in PDF format.
2. 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 or hackyeah.pl
3. Participants of the Hackathon shall observe these Rules.
4. 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 the Hackathon, shall immediately leave the Hackathon and shall not be entitled to any claims against the Organiser.
5. The Privacy Policy constitutes an integral part of these Rules.
6. The Organiser reserves the right to change the date of the Hackathon or to cancel the event, which may be done only in case of occurrence of circumstances beyond the Organiser's control (emergency, natural disaster) that would prevent the Competitions from taking place on the dates specified in these Rules. Participants who resign from participation in the Hackathon 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 the Hackathon.
7. 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 Hackathon website and on the Hackathon 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.
8. The Organiser shall be entitled to record the Hackathon using video and audio recording devices.
9. In all organisational matters, including disputes during the Hackathon, the decisions of the Organiser shall prevail.
10. These Rules shall enter into force on 10 March 2020.

Appendix 1

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 being held on 27–28 November in Expo XXI Warsaw.

By consenting to the 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 the competition's organiser, in accordance with the Rules.

(legal guardian's signature)

I consent to the processing by the Hackathon Organizer of my child/ward ,s personal data provided in the registration form for the purpose of the Hackathon organization.

(legal guardian's signature)

I accept the Hackathon Rules and confirm that I have read and understood the Hackathon Rules and that my child/ward will abide by them.

(legal guardian's signature)

Appendix 2

Authorisation for the User

I, the undersigned _____ („Hackathon Participant”), hereby give my consent for processing by PROIDEA Sp. z o.o., with its registered office in Kraków (30-418) Zakopiańska st. 9, NIP: 679-308-88-42, REGON: 122769022, entered into the Register of Entrepreneurs of the National Court Register under the KRS number: 0000448243, of my personal data (name, surname, e-mail, information about where I am from, what meal I choose, how many years I work in my profession, what I do in my profession, what are my professional interests and other comments; and optionally my name on Facebook and LinkedIn and T-shirt size) for purposes related to the Hackathon participation and the provision of the above personal information by the User during the Hackathon registration process. Furthermore, I declare that I accept the Hackathon Rules available at

_____ (Name and Surname of the Participant)