

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
3. The event takes place in the formula "powered by" GovTech Polska, based in Warsaw (00-583) Al. Ujazdowskie 1/3.

II Date and place

1. Hackathon shall be held online. The conference will start on November 23, 2020 by making materials available on the streaming platform, and will end on November 29 with the announcement of the results. Hackathon will take place on the competition platform from 27 November 2020 from 18:00 to 29 November 2020 to 10:00.
2. If the hackathon hour is extended, the participants will be informed by the Organizers.
3. A competition shall be held at the time and place of the Hackathon to provide solutions to the problems presented (hereinafter referred to as the Competition).
4. The results of the Competition shall be announced on 29 November 2020.
5. Only remote participation (through the internet) in the Hackathon shall be allowed.

III Definitions

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. **Registration Platform** – shall mean a website available at: <https://app.evenea.pl/event/hackyeah-2020live/>, 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;
3. **Competition Platform** – shall mean the website available at <https://www.hackerearth.com/>, used for holding the Hackathon and submitting Projects.
4. **Communication Platform** – shall mean dedicated channels in the workspace of the application at <https://discord.gg/6bs6cHk> used for communication between Participants,

Organiser, Mentors, etc. during the performance of the competition task as part of the Hackathon.

5. **User** – shall mean an adult or minor natural person who uses the Website and registers as a Hackathon Participant on his or her own behalf.
6. **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;
7. **Schedule** – shall mean a detailed hackathon plan defined by the Organizer and made available on the website. The Schedule is indicative and is subject to change;
8. **Sponsor** – shall mean an individual, a company, or an institution that funding awards in the Competitions organized as part of the Hackathon;
9. **Partner** – shall mean an individual, company or an institution that participates in Hackathon, providing the Organiser with advice and support. 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. Please be informed that the Hackathon schedule assumes that Participants will perform activities of high intensity for 40 hours.
3. 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.
4. For the purposes of the Hackathon and competition tasks, Participants shall set up Teams comprising from 1 to 6 members.
5. 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.
6. Participants shall demonstrate conduct that does not pose a threat to the safety of others; in particular, Participants shall comply with the Hackathon Rules.

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://app.evene.pl/event/hackyeah-2020live/>.
2. Registration shall begin at 10 am on 11 August 2020 and end at 06 pm on 29 November 2020.
3. Hackathon tickets shall be personalized. This means that upon placement of an order, it is mandatory to provide the first name, surname and e-mail address of each Participant.
4. 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. The

User is obliged to present an appropriate authorization or power of attorney at each Controller's request.

5. 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, organizational 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, a nickname for the Discord application, what are his professional interests and other remarks; and optionally also his user name on social networking sites – Facebook and LinkedIn.
6. 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.
7. The Organiser shall confirm the receipt of the offer referred to in Section V.8 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.
8. Registration shall be effective only if a User accepts these Rules: www.hackyeah.pl/rules-2020
9. 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 organized as part of the Hackathon (in particular to recruit employees). In such an event, registration shall be deemed ineffective.

VI The Hackathon event

1. The Competition Platform on which the Hackathon is to be held shall be enabled at 06 pm on 27 November 2020 and at 10 am on 29 November 2020.
2. The conference will start on 23 November 2020. The start time will be updated at the latest on the day Hackathon starts.
3. Hackathon will start at 6 pm on 27 November 2020 and end 40 hours later.
4. If all competition tasks are completed within the time available, Hackathon may be shortened.

VII 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 40 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.

VIII 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.

IX 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 IX.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 IX.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.

X 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 IX Copyrights shall not apply to the teams which are awarded a distinction.

XI 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.

XII 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 XII.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.

XIII 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. Participants shall promptly notify the Organiser of any instances of misconduct (in particular those indicated above) by other Participants.

XIV Recording the Hackathon

1. The Organiser and the Hackathon Partners (<https://hackyeah.pl/partners-list-hackyeah-2020/>) 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.

XV 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 07 August 2020.