

# Rules and Regulations of the Competition

## *“Navigare necesse est”*

### Article 1 General Provisions

1. These Rules and Regulations (the "**Rules and Regulations**") govern the participation of the attendees of HackYeah event – hackathon type, which is to be held on 10-12 December 2021, in hybrid form- stationary in Katowice and online, via a competition platform (the "**Hackathon**"), in the Competition “Navigare necesse est” (the "**Competition**"), and describe the Competition procedure and principles of awarding the prizes.
2. The Hackathon is organized by PROIDEA Sp. z o.o., a company with its registered office in Kraków (address: ul. Zakopiańska 9, 30-418 Crakow), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Economic Department of the National Court Register under the KRS number: 0000448243, REGON: 122769022, NIP: 679-308-88-42, which can be contacted by e-mail at: [kamil.post@proidea.org.pl](mailto:kamil.post@proidea.org.pl) and [paulina.plazinska@proidea.org.pl](mailto:paulina.plazinska@proidea.org.pl) The event will be "powered by" GovTech Polska (address: Al. Ujazdowskie 1/3, 00-583 Warsaw).
3. The State Treasury – Ministry of Finance, an organization with its seat in Warsaw, ul. Świętokrzyska 12, 00-916 Warsaw ("**MF**"), is the Partner and Sponsor of the Competition in the meaning of the Hackathon Rules and Regulations.
4. The Hackathon Rules and Regulations published on [www.hackyeah.pl](http://www.hackyeah.pl) will be applicable in matters not covered by these Rules and Regulations.
5. Participation in the Hackathon is possible stationary (in Katowice) or online (via the Internet).

### Article 2 Duration

1. The competition starts at 06:00 p.m. on 10December 2021 and ends 40 hours later, i.e. at 10:00 a.m. on 12 December 2021.
2. If all the participants of the Competition (understood as individuals or teams) (the "**Participant**", the "**Participants**") solve the Competition task before the deadline, the Competition may be closed.

### Article 3 Participation Requirements

1. The Competition is open online to all Hackathon’ attendees who are natural persons aged 18 or over and have full legal capacity.

2. The Participant should get acquainted with these Rules and Regulations before entering the Competition.
3. By entering the Competition, the Participant will be deemed to have accepted these Rules and Regulations and agreed to be bound by them.
4. MF reserves the right to document and record the course of the Competition, including sound and image; in particular, MF reserves the right to record the image of the Participants.

#### **Article 4 Competition Procedure**

1. The Participants will be asked to solve a task presented by MF on [www.hackyeah.pl](http://www.hackyeah.pl). The task will be made available to the Participants at 06:00 p.m. on 10 December 2021.
2. The Competition begins by being officially opened by an MF representative. The Participants will have access to the task and will start solving it not earlier than after the Competition is officially opened.
3. The Participants will be allowed a maximum of 40 hours to solve the task, as indicated in Article 2 paragraph 1 above.
4. MF assumes that the Competition may be entered by an unlimited number of Participants. MF reserves the right to limit the number of entrants for logistical reasons without stating the cause of such limitation.
5. MF does not provide the Participants with computer stations or mobile computers and any others resources.
6. The Participants may take part in the Competition individually or in teams made up of not more than 6 persons.
7. Participation in the Hackathon is possible stationary or online, via a dedicated websites.
8. There is no correct solution to the task. Solution projects developed by the Participants (individuals and teams) will be evaluated by the Jury appointed by MF.
9. Solution projects developed by the Participants will be submitted to MF for evaluation by 10:00 a.m. on 12 December 2021, in the form determined by MF on the dedicated platform ChallengeRocket ([www.challengerocket.com](http://www.challengerocket.com)).

#### **Article 5 Rules of Evaluating the Solution Projects**

1. The Participants whose solution projects are top-ranked by the Jury will be the prize winners. Information on the composition of the Jury will be published on the Hackathon's website ([www.hackyeah.pl](http://www.hackyeah.pl)) not later than on the Competition opening day.
2. The Jury will be composed of the representatives of the Ministry of Finance, Revenue Administration Regional Office in Rzeszów and the IT Center of the Ministry of Finance.
3. Before they start evaluating the solution projects, the Jury will elect a chairperson from among themselves; the chairperson must be an MF representative.

4. Jury decisions will be taken by a majority of votes. In the case of an equality of votes, the chairperson will have a casting vote.

5. The Jury will evaluate the submitted solution projects in two stages.

During the first stage, the Jury will check the solution projects meet the criteria published by hackathon organizer on [www.hackyeah.pl](http://www.hackyeah.pl).

During the second stage, solution projects meeting the criteria referred to above will be assigned from 0 to 100 points as follows:

- interface and ergonomics (0-40 points),
- efficiency and configurability of the application (0-30 points),
- presentation of results and document generation (0-20 points),
- innovation of the solution including additional functionalities we didn't think of, which significantly increase the efficiency and ergonomics of your prototype (0-10 points).

6. Throughout the entire Competition time, the work of the Participants will be watched by mentors appointed by MF (the “**Mentors**”). The Mentors will assist the Participants by providing them with knowledge in the area related to the task assigned. When giving their verdict on who is to be a winner and/or making a decision on the prizes, the Jury may take the Mentors' opinions into account.

7. The Jury will not assess the Participants' knowledge in the area of economics, law (including tax law) or functioning of the financial system.

8. When solving the task, the Participants will exercise due diligence and closely cooperate with the Mentors.

9. The Participants will not try to gain access to the task before the Competition opening under pain of being expelled from the Competition.

10. MF may expel a Participant if it finds out that the Participant has breached these Rules and Regulations and/or the Hackathon Rules and Regulations, or a suspicion arises that the Participant has breached statutory provisions. MF will report such suspected breach of the law to the competent law enforcement institutions and the Hackathon's organizer.

11. Behavior contrary to point XIV Order Ruls in the Hackathon Rules and Regulations is forbidden.

### **Article 6 Verdict and Prizes**

1. The Jury will give their verdict on 12 December 2021, 06:00 p.m., and publish it on [www.hackyeah.pl](http://www.hackyeah.pl). The verdict will also be communicated to the winners via electronic mail. Messages will be sent to the addresses provided in the application forms.

2. There will be not more than three winners. A winner can be an individual or a team.

3. The Jury will select the winners based on the total number of points scored for the solution projects during the second stage of the assessment procedure.

In case of scoring the same total number of points by at least 2 of the Participants the order is indicated by the chairperson.

4. The Competition prizes are:
  - 1) first place - PLN 30,000 gross
  - 2) second place - PLN 20,000 gross
  - 3) third place - PLN 10,000 gross
5. MF may decide to award additional prizes to selected Participants. These will be given away by the Hackathon's organizer according to the Hackathon Rules and Regulations.
6. A 10% tax will be deducted from the prizes amounts referred to in paragraph 4 points 1, 2 and 3 above, pursuant to the Personal Income Tax Act of 26 July 1991 (Journal of Laws of 2021, item 1128, as amended).
7. In the event that one of the prizes specified in paragraph 4 is won by a team, as referred to in Article 4 paragraph 6, the prize amount will be paid out in proportion to the contributions made to the entire work by individual team members, as unanimously determined by the team concerned. If a disagreement arises among the team members as to how much each of them has contributed to the solution of the task, the prize amount will be divided and paid out by a wire transfer to the bank accounts of individual team members. The portion of the prize amount to be transferred will be the quotient of the total prize amount and the number of team members.
8. No prizes will be awarded if the solution projects developed by the Participants do not score at least 50% of the maximum number of points, as specified in Article 5 paragraph 5, i.e. 50 points during the second stage of evaluating. Award of a prize by the Jury is not obligatory.
9. The prizes can be obtained subject to the following conditions:
  - 1) the Participant who has won one of the prizes specified in Article 6, paragraph 4 concludes a written agreement on the transfer to the State Treasury – the Ministry of Finance of proprietary (economic) copyrights to the work containing the winning solution project. A template transfer agreement is contained in Annex 1 to these Rules and Regulations.
  - 2) the winning Participant provides MF with the information specified in Annex 2 to these Rules and Regulations; the information referred to above will be sent by post or electronic mail to the address provided in Article 8, paragraph 2 or delivered in person.
10. The prizes amounts will be paid out by a wire transfer to the bank accounts indicated by the winning Participants within 21 calendar days of the date on which the condition set out in paragraph 9 point 2 above is fulfilled, subject to Article 7 paragraph 2.
11. All taxes due in respect of the prizes won will be deducted by MF.

## Article 7 Copyright

1. Under the conditions described in point X ("Copyright") of the Hackathon Rules and Regulations and pursuant to Article 921 § 3 of Polish Civil Code (consolidated text: Journal of Laws 2020, item 1740, as amended), the Participants who have been awarded the prizes specified in Article 6 paragraph 4 above will transfer to the State Treasury – Ministry of Finance, upon being delivered these prizes, the proprietary copyright to the works comprising the winning solution projects in the fields of exploitation specified in point X ("Copyright") of the Hackathon Rules and Regulations.
2. MF requires that the Participants who have won one of the prizes specified in Article 6, paragraph 4 above, conclude with MF, prior to the payment of the prizes amounts, written agreements on the transfer of proprietary (economic) copyright to the works containing the winning solution projects, subject to paragraph 1 above. A template transfer agreement is contained in Annex 1 to these Rules and Regulations.
3. The agreements referred to in paragraph 2 above will be signed at the seat of MF.
4. The winners will be advised about the date of signing of the agreements referred to above by e-mails sent to the addresses provided in their application forms.
5. If the Participant refuses to sign the agreement referred to under paragraph 2 above, MF will not pay out the prize amount, and the Participant will not raise any claims in this respect against MF. If the prize amount is to be paid out to a winner who is a team, a decision on whether or not to sign the agreement should be made by all members of the team unanimously. The team members will not raise any claims against MF if the decision is not made as requested above.

## Article 8 Personal Data

1. All personal data of the Participants will be processed according to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, OJ EU L 119/1, 4.5.2016, p. 1 and OJ EU L 127/2, 23.5.2018, p. 2) (the "GDPR").
2. The administrator inform you that according to the conditions of participation and organization of the Competition, we process personal data we have obtained from the Hackathon's Organizer, i.e. PROIDEA sp. z o.o., a company with its seat in Cracow, ul. Zakopiańska 9.
3. The administrator of your personal data is the Minister of Finance, Funds and Regional Policy (the "**Administrator**"), who can be contacted:
  - 1) by post at: ul. Świętokrzyska 12, 00-916 Warsaw
  - 2) by e-mail at: [kancelaria@mf.gov.pl](mailto:kancelaria@mf.gov.pl)
  - 3) through the Electronic Mailbox on the ePUAP platform: /bx1qpt265q/SkrytkaESP

4. The Administrator has appointed a Data Protection Officer who can be contacted by e-mail: [IOD@mf.gov.pl](mailto:IOD@mf.gov.pl) or at the postal and electronic mailbox addresses provided above.
5. The Administrator will process your personal data:
  - 1) to carry out its tasks as a Partner/Sponsor of the Competition, to promote the Competition by, among others, informing about its course and verdict, in particular through the MF website ([www.gov.pl/web/finanse](http://www.gov.pl/web/finanse)), social networking sites of the GovTechPolska website ([www.gov.pl/web/govtech](http://www.gov.pl/web/govtech)) and their accounts on social networking sites - this is justified by the Administrator's legitimate interests,
  - 2) to pay out the prizes amounts to the Competition winners and sign the agreement referred to in Article 7 paragraph 2 of these Rules and Regulations - providing the additional data specified in Annex 1 and Annex 2 is necessary to fulfil the legal obligation incumbent on the Administrator under the applicable statutory provisions.
6. The Administrator will keep the personal data for a period necessary to fulfil the purpose for which they are collected, i.e. to organise and run the Competition, as well as for archival purposes set out in the Act of 14 July 1983 on National Archival Resources and Archives (Journal of Laws of 2022, item 164), and tax purposes determined by statutory provisions regulating tax matters.
7. The data may be made available to authorized recipients or categories of data recipients according to statutory provisions.
8. No personal data of the Participants will be subject to automated decision making, including profiling.
9. The Participants have the following rights:
  - 1) the right to access their personal data and obtain a copy of these data;
  - 2) the right to correct their personal data;
  - 3) the right to limit the processing of personal data in the cases provided for in Art. 18 of the GDPR
  - 4) the right to delete personal data in the case provided for in Art. 17 of the GDPR,
  - 5) the right to object to further processing of personal data in the case provided for in Art. 21 GDPR.
10. The Administrator will exercise due diligence to protect the personal data processed. However, we are not responsible for the privacy policy of third parties. The Administrator recommends that the privacy principles applied by these third party entities be read.
11. The Administrator does not intend to create a personal database of the Participants. However, we reserve the right to retain evidence confirming the delivery of the prizes to the winners and/or other documents and/or data necessary in connection with the Competition.
12. If the Participant finds that the processing of his/her personal data violates the provisions of the GDPR, she/he may lodge a complaint with the President of the Office for Personal Data Protection, at ul. Stawki 2, 00-193 Warsaw.

### **Article 9 Liability**

1. MF will not be held liable for not being able to deliver the prize if the Participant provides incorrect, incomplete or untrue personal data, contact data or other information, thus making the payment of the prize amount or a tax deduction impossible.
2. The Participant may withdraw from the Competition at any time. By withdrawing from the Competition the Participant loses the right to the prize.

### **Article 10 Final Provisions**

1. MF reserves the right to make the final decision on how these Rules and Regulations should be interpreted and construed.
2. MF reserves the right to cancel or end the Competition before its deadline without stating a reason for such cancellation or ending.
3. The Participant has no right to appeal against the Jury verdict.
4. MF reserves the right to amend these Rules and Regulations without consulting the Participants.
5. All disputes arising out of or relating to the participation in the Competition will be resolved by a common court having jurisdiction over MF.
6. MF reserves that it is not responsible for random events that may affect the course of the Competition.
7. These Rules and Regulations will become effective as soon as they are published on [www.hackyeah.pl](http://www.hackyeah.pl).

## Annex 1

### to the Rules and Regulations of the Competition "*Navigare necesse est*"

#### Template

Agreement on the transfer of proprietary copyright No. ....  
concluded on ..... in ..... (hereinafter referred to as the "Agreement")  
by and between

Ms / Mr ..... PESEL ....., with ..... series  
ID card. No. ...., residing in .....,  
hereinafter referred to as the "**Author**",

and

the State Treasury - Ministry of Finance with its seat in Warsaw, ul. Świętokrzyska 12, 00-916  
Warsaw, with Tax Identification Number (NIP) 5260250274 and REGON 000002217,  
represented by ....., acting by the authority of the Minister of Finance,  
Funds and Regional Policy on the basis of authorization No. .... of .....,  
hereinafter referred to as the "**Employer**".

The Author and the Employer may be hereinafter collectively referred to as the "**Parties**" and  
each of them individually as a "**Party**".

#### Article 1.

1. The Author transfers to the Employer the proprietary (economic) copyrights to the solution project for which the Employer has awarded the Author a prize in the Competition "*Navigare necesse est*" during the HackYeah event held stationary in Katowice and online on 10-12 December 2021, hereinafter referred to as the "Work", covering the unlimited use and disposal of the Work, both in terms of time and territory, whereas:
  - 1) the transfer of author's economic rights to the Work, to the extent that the solution is a computer program, takes place in the fields of exploitation specified in Article 74 paragraph 4 of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2021, item 1062, as amended), including in particular those covering:
    - a) permanent or temporary multiplication of the solution in whole or in part by any means and in any form,
    - b) translation, adaptation, alteration of the layout and any other changes,



- c) dissemination, including lending or leasing of the solution or a copy thereof;
  - d) allowing third parties to exercise derivative copyright to the solution project;
- 2) transfer of proprietary copyrights to the Work, to the extent that the solution project does not constitute a computer program, takes place in the fields of exploitation specified in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights, including in particular:
- a) recording and multiplication by all known techniques, including digital, magnetic, photosensitive, electronic recording, all video, printing and polygraphy techniques,
  - b) entry into computer memory and free sharing on computer networks, including: the Internet and the Intranet - in particular by permanently placing all or part of the works on a public website in such a way that they can be copied freely and repeatedly by anyone interested,
  - c) the marketing of copies and media and of multiplied copies and media,
  - d) public broadcasting,
  - e) making copies and media available to the public,
  - f) public performance,
  - g) rental and lending,
  - h) exhibitions,
  - i) display,
  - j) producing foreign language versions (as well as using techniques to provide information for people with various types of disabilities),
  - k) broadcasting by wire or wireless means or otherwise via a computer network, including the posting of films on the Internet without any restriction except that the films or parts thereof may not be broadcast publicly on television,
  - l) allowing third parties to exercise derivative copyright to the solution project;
- 3) the transfer of proprietary copyright to the Work in relation to the source codes takes place in all fields of exploitation specified above in paragraph 1 point 1 for the computer program and in paragraph 2 point 2 for documentation and modification, compilation and combination, testing, implementation, use of the software created in this way.
2. As a result of the transfer of economic copyrights, pursuant to section 1, the Employer acquires the exclusive right to use the Work, to the full extent, in any manner, without any time and territorial limitations, in all fields of exploitation specified hereunder.
3. The Author consents to any and all changes, updates and/or additions to the Work – derivative works by or on behalf of the Employer. The Employer shall have all rights in this

respect (rights to the Derivative Works). The Author consents to the disposal and use of the derivative works by the Employer.

4. The Author transfers the exclusive right to exercise derivative copyrights to the Employer, along with the right to permit the exercise of derivative copyrights to the Work, in particular the right to translate, adapt, change the layout and introduce other changes or modifications and shall not demand any additional remuneration in this respect.
5. The Employer may exercise its proprietary copyrights independently or may authorize third parties to do so.

#### **Article 2.**

On the basis of a separate agreement, the Employer may entrust the Author with the creation of the Derivative Works, and the Author, in such a case, shall be obliged to transfer proprietary copyright in full to such Derivative Works exclusively to the Employer or the entity indicated by the Employer.

#### **Article 3.**

1. The transfer of Author's proprietary copyrights to the Employer, described in Article 1 of the Agreement, shall take place at the moment of issuing the award referred to in Article 4 paragraph 1 to the Author.
2. At the moment of issuing the award referred to in Article 4 paragraph 1, the Employer shall acquire ownership of the copy of the Work and the media on which the Work was recorded.

#### **Article 4.**

1. The transfer of proprietary copyrights to the Work to the full extent provided for in the Agreement takes place in exchange for a prize which will be issued (paid) to the Author by the Employer within the framework of the Competition "Navigare necesse est", referred to in Article 1, paragraph 1, according to the principles set out in the Rules and Regulations of the competition "Navigare necesse est".
2. The Parties declare that the prize specified in paragraph 1, constitutes the entire amount due to the Author for the transfer of proprietary copyrights to the Work; in particular the prize includes the amount due for the Employer's use of the Work in all fields of exploitation indicated in this Agreement, as well as the amount due for the transfer of ownership of the copy of the Work and the media on which the Work was recorded and for granting consent to the execution of derivative rights by the Employer. The author shall not be entitled to any additional remuneration for the transfer of proprietary copyrights to the Work.
3. The Parties confirm that this Agreement is not a public procurement contract within the meaning of the Act of 29 January 2004 Public Procurement Law (Journal of Laws of 2021, item 1129 as amended), and the payment of the prize is based on the provisions of Article 921 paragraph 3 of the Civil Code (Journal of Laws of 2020, item 1740) and the Rules and

Regulations of the Competition “Navigare necesse est”.

**Article 5.**

The Author declares that:

- 1) at the time of the transfer of the proprietary copyrights to the Work to the Employer, these rights are vested in the Author in their entirety, to the full extent and without limitation,
- 2) proprietary copyrights to the Work that are transferred to the Employer are not limited or encumbered in any way, and in particular no third party claims any rights to the Work,
- 3) neither the transfer of copyrights to the Employer nor the use of the Work by the Employer or third parties to whom the Employer grants the right to use the Work shall in any way violate any rights of third parties.

**Article 6.**

1. In the event that third parties make claims against the Employer arising out of an infringement of intellectual property rights, including copyright, the Author shall take all necessary steps to defend against such claims, and in the event that, as a result of such claims, the Employer or third parties to whom the Employer grants the right to use the Work have to cease using the Work in whole or in part, or a judgment obliging to pay in any way for the benefit of third parties is issued, the Author shall remedy any damage resulting from such third party claims, including reimbursement of costs and expenses incurred in connection with these claims.
2. The Author shall immediately notify the Employer of any claims arising out from infringement of intellectual property rights, including copyrights to the Work, raised against the Author.
3. The Author declares that he agrees to anonymous use of the Work by the Employer on all fields of exploitation indicated in this Agreement; in particular the Employer has the right to use the Work without any annotation of authorship on the copies.

**Article 7.**

1. Any amendments to this Agreement must be made in writing under pain of nullity.
2. In matters not regulated by this Agreement, the provisions of the Civil Code and the Act on Copyright and Related Rights shall apply.
3. Any disputes arising from this Agreement shall be settled by a common court having jurisdiction over the Employer.

This Agreement has been drawn up in three identical copies, one for the Author and two for the Employer.

**Author**

**Employer**

Date:

Date:

Signature:

Signature:

**Annex 2**

**to the Rules and Regulations of the Competition "Navigare necesse est"**

.....  
.....  
(first and last name) (city, date)

.....  
place of residence

**Ministry of Finance  
ul. Świętokrzyska 12  
00-916 Warszawa**

In connection with taking ..... place in the Competition "Navigare necesse est" organized by the Ministry of Finance during the HackYeah Event, which took place stationary in Katowice and online from 10 to 12 December 2021, I am providing my data necessary for the transfer/delivery of the prize and data requested by MF to fulfil its obligations as an income tax remitter:

- **bank account number**  
.....  
.....
- **date of birth** .....
- **PESEL number** .....
- **NIP (if it is the tax identification number used for the settlement of taxes)**  
.....
- **tax office appropriate for the place of residence** .....

.....  
(date and legible signature)