

Competition Terms (version No. 1)

1. These Competition Terms (hereinafter: "**Competition Terms**") specify the terms and conditions of conducting this Competition, to which these Competition Terms have been attached in the "Additional Description/attached documents" part, referred to in § 4 sect. 2 points 15 and 16 "Terms of Use – gamification – Terms of Use of the "Scienceship.com" Website regarding organising Competitions (gamification)" (hereinafter: "**Terms of Use of the Website**"). Only one Competition Terms document can specify the terms and conditions of conducting a specific Competition.

2. The following terms shall have the following meanings herein:

1) **Website** – Internet website located at the following address: "www.scienceship.com", specified in § 1 sect. 3 point 2) of the Terms of Use of the Website.

2) **Service Provider** – owner of the Website, i.e. Signovis Sp. z o.o. with its registered seat in Warszawa, at ul. Pory 78, 02-757 Warszawa, entered into the register of entrepreneurs maintained by the District Court in Warsaw, 13th Economic Division of the National Court Register under KRS 0000474282; NIP: 5213654188, REGON: 14 68 49 067, share capital: PLN 20,000.00, e-mail address: info@scienceship.com

3) **User** – every natural person over 18 years of age who has full legal capacity, legal person or organisational unit without a legal personality but with legal capacity who uses the Website, in particular by acting as an "Organiser" or "Participant"), referred to in §1 sect.3 point 4) of the Terms of Use of the Website.

4) **Organiser** – User who submits and uploads a Competition he/she prepared and organised, for the preparation, organisation and implementation of which he/she is solely responsible, as he/she is solely responsible for the delivery of Prizes, in particular before other Users or Participants or competent public administration bodies (the above being in line with §1 sect.3 point 5) of the Terms of Use of the Website. The Organiser is a party who promises a prize pursuant to Articles 919 , 920 and 921 of the Act of 23 April 1964 – The Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended). The Organiser is indicated in the Competition chart as the "Competition Organiser".

5) **Competition** – Competition organised on the basis of the Competition Terms, organised and carried out by the Organiser, which assumes rivalry between other Users who are Participants, who prepare specific Competition Tasks in order to win Prizes provided for in the Competition. "Introduction to the Competition", "Competition Task and criteria for selection of the Competition Winner", "Timeline and course of the Competition", specifying: "who can take part in the Competition and Description of the main Prize" and "Additional description" along with the attached Competition Terms constitute jointly: the "**Competition Description**" (the above being in line with §1 sect. 3 point 6) of the Terms of Use of the Website).

6) **Participant** – User who voluntarily participates in a Competition by doing all of the following: developing the specified Competition Task and registering for the Competition (clicking on the "Participate" button in the information about the Competition. The User who won the Competition receives a Prize specified and provided by the Organiser. The User who

won the Competition will hereinafter also be called: "Competition Winner" (the above being in line with §1 sect.3 point 7) of the Terms of Use of the Website).

7) **Prize** – benefit (including monetary or in-kind) or service specified and provided by the Organiser, which he/she hands over to the User, who did all of the following: prepared the specified Competition Task and registered for the Competition (clicking on the "Participate" button) and then was indicated by the Organiser as the Competition Winner. The value of the Prize is determined by the Organiser, who also guarantees the handover of the Prize to the Competition Winner. The Organiser indicates the "Main Prize" in the Competition, which is displayed as part of a brief description of the Competition (in the "Competition chart") and in the following part of the Competition Description: *"Who can take part in the Competition and Prize description"*. The Organiser may – optionally and at his/her own discretion – specify an "Additional Prize", which is specified solely in the following part of the Competition Description: *"Who can take part in the Competition and Prize description"*. The Organiser determines the number and type of Prizes (the above being in line with §1 sect.3 point 8) of the Terms of Use of the Website).

8) **Competition Task** – specified by the Organiser as part of the Competition Description: *"Competition Task and criteria for selection of the Competition Winner"*, a task which the Participant is to prepare as part of the Competition. From among the Competition Tasks developed and submitted by Participants (by way of clicking on the "Participate" button in the Competition), the Organiser selects the winning Competition Task in accordance with criteria determined by the Organiser (The Participant who submitted that Task becomes the Competition Winner). The Competition Task can in particular take the form of a: project, solution, action, idea or concept.

9) **Competition Terms** – these Competition Terms, also referred to in §1 sect.3 point 16) of the Terms of Use of the Website.

3. For the Competition to which these Competition Terms are attached, information indicated in its description presented on the Website shall mean the following:

1) **"Competition Title"** – name of the Competition to which these Competition Terms apply, specified by the Organiser;

2) **"Main Prize"** – prize in the Competition indicated by the Organiser, displayed in the "Competition chart", which is the subject of the Participants' competition. Apart from the Main Prize, the Organiser can also indicate an "Additional Prize" in the description part entitled: *"Who can take part in the Competition and Prize description"*.

3) **"Until the end"** – End date of the Competition, specifying and counting down the days until the date on which Competition Tasks submitted by Participants are no longer accepted. The countdown for the last day ends at 11:59 pm (according to Warsaw time), the Competition will be deemed to have ended regardless of whether any Participants signed up for the Competition or submitted Competition Tasks which met the requirements specified by the Organiser. The Competition is deemed to have started once it is published on the Website.

4) "Introduction to the Competition"– information indicated by the Organiser regarding the Competition.

5) "Competition Task and criteria for selection of the Competition Winner" – Competition Task specified by the Organiser and specified criteria which will be applied by the Organiser to select the Competition Winner. Only if the Organiser fails to specify different criteria for selection of the Competition Winner, it shall be assumed that these criteria are: the Competition Task complying with the Competition Description, as well as creativity and ingenuity.

6) "Timeline and course of the Competition" – detailed information about the course of the Competition and its timeline indicated by the Organiser. Only if the Organiser fails to specify a different timeline, it shall be adopted that the Competition is made up of one stage, for which submissions will be accepted until the date indicated in "*Until the end*". Only if the Organiser fails to specify it specifically in the scope of the Competition course, it shall be assumed that the Competition course is supervised by a Competition Committee appointed by the Organiser, and that the Competition Committee shall select the best Competition Task and thus select the Competition Winner. In case of any doubts regarding the course of the Competition and the rules of its organisation, the body settling them is the Competition Committee, and its decisions are decisive and definitive.

7) specification: "Who can take part in the Competition and Prize description" – the Organiser's indication of what kind of Users can become Competition Participants and in particular what criteria they must meet. (a) Only if the Organiser fails to specify this issue, it shall be assumed that every User can become a Participant. If the Organiser fails to specify this separately, in order to participate in the Competition, the User should have and use a device ensuring access to the Internet and an Internet browser, pursuant to § 2 point 2 of the Terms of Use of the Website. (b) Indication of the "prize description" can apply to both the Main Prize and Additional Prizes, however only if they were provided for and indicated in that description by the Organiser. If the Organiser fails to specify that separately, Prizes cannot be exchanged for a cash equivalent or a different in-kind Prize. The Winner cannot reserve particular features of the Prize. If the Organiser fails to specify that separately, the Prize can be delivered only on Polish territory. If the Organiser fails to specify that separately, in the event the Winner waives his/her right to collect a Prize, the Organiser shall not be obliged to provide the Prize, including to provide it to other Users.

8) "Additional Description" – additional information specified by the Organiser, which regards the Competition, including requirements for Participants, as well as including also issues regarding the use of copyrights to the submitted Competition Task which was rewarded with the Main Prize or an Additional Prize and – if applicable – cooperation between the Organiser and the Competition Winner.

9) Attached files (along with these Terms) – other files attached by the Organiser which regard to the Competition.

4. Participation in the Competition is voluntary and free-of-charge for the User. The Competition is organised via the Internet in accordance with the Polish provisions of law.

5. The Organiser declares that the Competition is not a game of chance, prize draw, mutual bet, promotional lottery, nor any other form provided for in the Act of 19 November 2009 on gambling (Journal of Laws of 2015 item 612).

6. Users sign up for the Competition by clicking on the "*Participate*" button and preparing the Competition Task. After clicking on that button, a submission form is automatically filled out, including: the "name, email address, contact number", at the same time the User must manually enter the application content and optionally add a file, and then click on: "send application". Data are submitted to the Competition Organiser and can be used by the Organiser solely for the purpose of organising the Competition and selecting its Winners, as well as delivering Prizes to Competition Winners or examine complaints. In the event of providing personal data in the course of the above-mentioned submission, the Organiser ensures that the data will be processed in line with the Act of 29 August 1997 on personal data protection (Journal of Laws No. 2014, item 1182, as amended). The Organiser also ensures that persons providing personal data shall have the right to: access their personal data, correct them, request their modification or update, as well as rectification of personal data, temporary or permanent suspension of their processing or removal, and right to object to the processing of their data, as well as the right to request ceasing of their processing. The Organiser is responsible for proper administration and processing of personal data within the Competition and protection of that data in accordance with the applicable provisions of law.

7. A User who voluntarily participates in a Competition by clicking on the "Participate" button and completing the Competition Task:

- a) Consents to the processing of his/her personal data by the Competition Organiser in connection with participation in the Competition under terms and mode specified in the Competition Terms,
- b) Declares that he/she has been informed of his/her rights, which result from provisions of the Act on personal data protection, i.e.: the right to access own personal data and the right to correct them, request their modification or update, as well as rectification of personal data, temporary or permanent suspension of their processing or removal, as well as the right to object to the processing of his/her data, as well as the request to cease their processing;
- c) Acknowledges that the consent to the processing of personal data is voluntary, however it is necessary for receiving the Prize in the event the User wins the Competition or for consideration of possible complaints;
- d) Consents to receiving messages in electronic form from the Organiser which are strictly related to the course of the Competition. The User's lack of consent to receiving the above-mentioned messages results in his/her inability to participate in the contest or receive the Prize.

The above does not exclude the Organiser's responsibility to meet personal data protection obligations which are imposed on him/her by applicable provisions of law.

8. Users are obliged to provide his/her true data and update them when needed. Users declare that the data they provided do not violate any third-party rights and are true, and, in the case obtaining third-party consent to use such data is necessary, such a consent has been obtained, for which he/she is responsible.

9. The Organiser has the right, at any time during the Competition, to exclude from participation in that Competition, and after its completion also to refuse to grant the Prize to a Participant whom he/she reasonably suspects of acting contrary to these Terms, in particular of manipulating the results of the Competition or acting contrary to generally applicable provisions of law or violate good morals or principles of social coexistence. In the event of any disputes or doubts related to the Competition procedure, the Competition Committee shall take final decisions. Decisions of the Competition Committee are final.

10. The Competition Participant declares that: a) he/she has copyrights to the Competition Task he/she submitted; b) the Competition Task he/she completed does not violate any third-party rights; c) he/she did not grant a licence to use the Competition Task he/she completed to any third party d) he/she has the necessary rights to the Competition Task he/she completed, which are necessary for participation in the Competition, including copyrights, as well as has exclusive rights to allowing derivative rights. The Participant assumes full legal responsibility for the above declaration. In particular, the Participant will release the Organiser from any third-party claims resulting from the Participant's reach of the above-mentioned stipulations.

11. If the Organiser fails to specify this separately, the Organiser shall acquire copyrights in the scope specified below with regard to the awarded Competition Tasks. Upon receipt of the Main Prize or an Additional Prize, the Participant transfers exclusive copyrights to the Competition Task to the Organiser. Those rights are transferred without any limitations with regard to territory and time, in the scope of the below-mentioned fields of use, in particular those fields of use which are specified in Article 50 of the Act of 04 February 1994 on copyright and derivative rights (Journal of Laws of 2006, No. 90, item 631, as amended), i.e. including: 1) in terms of recording and reproducing the Competition Task and its parts – producing copies of the work by way of a specific technique, including printing, reprography, magnetic storage and digital technique; 2) in terms of handling the original or the copies on which the completed Competition Task was recorded – marketing, lending or rental of the original or the copies; 3) in terms of dissemination of the completed Competition Task in a manner other than specified in point 2) above – public performance, exhibition, displaying, broadcasting and re-broadcasting, as well as making public of the completed Competition Task in a way which would provide everyone access to them at any given place or time; 4) use of the completed Competition Task and its parts in all promotional activities related to the Competition or the Organiser, as well as organising the Competition and selecting its Winners, as well as preparing and handing over Prizes. At the same time the above-mentioned Participant authorised the Organiser to exercise derivative rights to the completed Competition Task and its parts, including in particular to introduce modifications/changes or alterations, to the use or publication of only its part, combining it with other works, adding logos or other designations. By signing up for a specific Competition, the User accepts and consents to the terms and conditions specified in the preceding sentences.

12. Any objections or remarks related to this Competition, to the extent they do not apply solely to the functioning of this Website, can be submitted by Users by way of sending a complaint report through the "participate" option (as in the case of signing up for the Competition). A Complaint will be examined if all the following conditions have been met: a) it was submitted in the manner specified in the preceding sentence; b) it indicates the reason for the complaint and the User's expectations.

13. Complaints are examined within 14 (say: fourteen) days of their receipt by the Organiser. In the event the complaint contains unclear content or wording, or its content is not complete, the Organiser has the right to call the User to, respectively: explain or clarify or supplement the content of the complaint within 7 (seven) days, and in case the call is ineffective, the complaint shall not be examined. The deadline for the Service Provider to examine the complaint indicated in the first sentence runs only from the date on which the User provided, respectively: explanations or clarifications or supplemented content of the complaint, in line with the aforementioned call.

14. The Organiser sends a response and decision regarding the complaint by sending a reply to the e-mail address specified by the User in the "Participate" option, referred to in paragraph 11 above. The Organiser's decision on the complaint in question is final within the framework of the complaint procedure carried out by the Organiser, which does not exclude or limit the User's rights to pursue his/her claims on the basis of generally applicable provisions of law, including bringing of action to the common court.

15. These Competition Terms are available at the Service Provider's seat: ul. Pory 78, 02-757 Warszawa and in electronic form, as uploaded by the Organiser at: www.scienceship.com, with regard to the Competition to which they apply. These Terms can be acquired, displayed and saved by means of an ICT system.

16. The Service Provider reserves the right, in particular at the Organiser's reasonable demand, to introduce changes in the Competition Terms attached by the Organiser to a specific Competition. Changes enter into force within 3 (say: seven) days from their publication on the Website under a specific Competition.

17. In matters not regulated herein provisions of the Polish law will apply, in particular provisions of the Polish Civil Code.

18. The parties will endeavour to resolve any disputes arising from or in connection with this Competition amicably, and in the event such an amicable solutions not reached, they will direct them to be resolved by the Court respectively a) in the case of disputes between the Organiser and the User, the Court competent for the seat of the Organiser; b) in the case of disputes between the Organiser or the User and Service Provider, the Court competent for the seat of the Service Provider.

19. These Competition Terms enter into force on the day the Competition, to which they apply and to which they are attached, are published.