

# Rules of the 2021 Bayer Online Hackathon

## I General provisions

1. These Rules (hereinafter referred to as the „Rules”) define the terms and conditions of a hackathon and a conference organized under the name Bayer Hackathon (hereinafter referred to as the „Hackathon”).
2. The organiser of the 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 (hereinafter referred to as the “Organiser”), which may be contacted by sending a message to the following e-mail address: [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl).
3. The sponsor of the Hackathon is Bayer Aktiengesellschaft, Kaiser-Wilhelm-Allee 1, 51373 Leverkusen, Germany (hereinafter referred to as the „Sponsor”).

## II Date and place

1. The Hackathon shall be held online on the Competition Platform in the period from 5 pm on 28 May to 3 pm on 30 May 2021. If the Hackathon hour is extended, the Participants will be informed by the Organiser.
2. One or more competition(s) shall be held at the time and place of the Hackathon to provide solutions to the problems presented (hereinafter referred to as the „Competition(s)”).
3. The results of the Competition(s) shall be announced on 30 May 2021.
4. Only remote participation (through the internet) in the Hackathon shall be allowed.

## III Definitions

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

1. **Website** – shall mean the website available at <https://bayerhackathon.com>, 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://eventory.cc/event/bayerhackathon>, 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 Eventory online service provided by Eventory Sp. z o.o. with its registered office in Krakow;
3. **Competition Platform** – shall mean the website available at <https://challengerocket.com/>, used for holding the Hackathon and submitting solutions.
4. **Communication Platform** – shall mean dedicated channels in the workspace of the application at <https://discord.gg> 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 who uses the Website and registers as a Hackathon Participant on his or her own behalf.
6. **Participant** – shall mean an adult entitled to participate in the Hackathon;
7. **Schedule** – shall mean a detailed Hackathon plan defined by the Organiser and made available on the Website. The Schedule is indicative and is subject to change;

#### **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.
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 5 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 these Hackathon Rules.
7. A Participant shall cover all costs and expenses associated with his participation.

#### **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://eventory.cc/event/bayerhackathon>.
2. Registration shall begin on 10 May 2021 and end on 28 May 2021.
3. Hackathon tickets shall be personalized. This means that upon placement of an order, it is mandatory to provide the first name, surname, e-mail address and telephone number of each Participant.
4. In the registration form for Participants available on the Registration Platform and the Website, the User shall provide the following data: name and surname, e-mail address and phone number (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 Communication Platform, what are his/her professional interests and other remarks; and optionally also his/her user name on social networking sites – Facebook and LinkedIn.
5. 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 conclude an agreement between the User and the Organiser on participation in the Hackathon consisting exclusively of these Rules (including but not limited to the rights for the benefit of the Sponsor) (herein referred to as „Participation Agreement“).

6. The Organiser shall confirm the receipt of the offer by sending a registration confirmation notice through the Registration Platform to the User's e-mail address. Upon sending such notice to the User the Participation Agreement shall be deemed concluded between the Organiser and the User.
7. Registration shall be effective only if a User accepts these Rules.
8. 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 Competition(s) 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 10 am on 29.05.2021 end at 2 pm on 30.05.2021.
2. Hackathon will start at 5 pm on 28.05.2021 and will end around 40 hours later.
3. If all competition tasks are completed within the time available, Hackathon may be shortened.

## **VIII Competitions**

1. During the Hackathon, 2 competitions will be conducted, the subject of which will be the creation of solutions related to the presented topics of the event.
2. The Competition shall be divided into thematic categories, published at <https://bayerhackathon.com>. The rivalry in each thematic category shall be separate.
3. Once the subject of a Competition 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.

## **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.
2. In the case of open tasks, the judges assess the solutions prepared by the teams in terms of innovation, practical applicability, implementation value, integrity, and completeness.
3. 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.
4. The decisions of the judges are final and cannot be appealed against.

5. 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 Intellectual Property Rights**

1. By entering the Competition, the Participants declare that they have a full personal property and copyrights to the solutions they submit and that these solutions are not subject to any personal property and copyrights of third parties or are not burdened with any other legal defects.
2. In return of an award for a winning team and/or an awarded solution, each Participant which contributed to the awarded solution hereby irrevocably assigns its rights in and to the awarded solution to Sponsor. Sponsor hereby accepts said assignment. With regard to copyrights concerning an awarded solution, in case they are legally not assignable due to applicable law, Sponsor is granted an exclusive, timely unlimited, fully paid-up, royalty-free, world-wide license for unlimited use with the right to grant sublicenses. The award for the winning team will be paid on behalf of the Sponsor (promising the award) by the Organiser.
3. The exclusive license according to Section X 2. includes the following rights:
  - a. recording and reproduction with all known techniques, including digital, magnetic, photosensitive, electronic, all video techniques, printing, and printing techniques,
  - b. entering into computer memory and making it freely available in computer networks, including the internet and intranet - in particular by permanently placing on the public website all or part of the works in a way that allows free copying to anyone interested,
  - c. placing copies and carriers as well as multiplied copies and carriers on the market,
  - d. public broadcast,
  - e. making copies and media publicly available,
  - f. public performance,
  - g. renting and lending,
  - h. issue,
  - i. views,
  - j. preparing foreign language versions (as well as using techniques enabling the transmission of information for people with various types of disabilities)
  - k. broadcast by wired or wireless vision or in another way through a computer network, including posting videos on the Internet without any restrictions, except for the possibility of public broadcasting of films or parts thereof on television
  - l. amending, modifying, extending and further developing the solutions and creating derivative work thereof.
4. The Participants of an awarded solution authorize Sponsor or any entity indicated by the Sponsor to use the awarded solution according to the needs resulting from the method of distribution of the solution adopted by Sponsor, and in particular, allow:
  - a. making the necessary changes, including color and additions, and disseminating the work of such a character,
  - b. deciding on the distribution of all or part of the work, alone or in combination with other works, including artistic or literary ones, as well as within audiovisual works.

5. The Participant ensures that his/her contribution to a solution does not infringe the property or personal rights of third parties.
6. The Participant is solely responsible for the violation of property or personal rights of third parties resulting from the Participant's use of their creative contributions. The Organizer shall not be liable for any damages or claims that might arise or occur during or in connection with the Hackathon, except in cases of intent or gross negligence on the part of the Organizer. Participants shall indemnify and hold Organizer and Sponsor harmless from and against any claims of third parties arising from any violation of any third party right or any other unlawful act committed during the Hackathon or from any breach of these Rules.
7. All rights of non-awarded projects remain entirely with the respective Participants.

## **XI Awards**

1. Awards granted in Competitions shall be prizes and monetary awards.
2. The list of monetary awards to be granted as part of individual Competitions shall be available at <https://bayerhackathon.com>. 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 awards are funded by Sponsor.
5. Awards shall be granted only to winning teams. However, the Sponsor and the Organiser reserve the right to award distinctions and additional minor prizes to specific teams whose projects will be considered valuable by the Sponsor. In the event of any doubts, Section X 2., 3. and 4. 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: [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl)
2. All information regarding data processing is included in the Privacy Policy available on the Website <https://bayerhackathon.com>

## **XIII Complaints**

1. The User may lodge complaints to the following e-mail address: [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl) or in writing, to the registered address of the Organiser.

2. A complaint concerning the proceedings of 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 recognized.

The Organiser shall review any complaints within 14 days after the date of their submission.

#### **XIV Order regulations**

1. Participants in the Hackathon shall demonstrate conduct that does not pose any threat to the safety of other Participants, and observe the law and these Rules.
2. Participants in the Hackathon shall respect the rights and personal dignity of other Participants. Participants are 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 recognized 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.

#### **XV Recording the Hackathon**

1. The Organiser and the Sponsor involved in the execution of the Hackathon 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 Governing law and dispute resolution**

1. This Participation Agreement will be governed by and construed in accordance with the laws of Poland except its conflict of laws provisions. The courts located in the City of Kraków shall have exclusive jurisdiction over all disputes relating to this Participation Agreement. This Participation Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of any of which is expressly excluded.

2. Before bringing a dispute with the Organizer before the courts as provided for above any dispute may 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/her business or professional activity, having full legal capacity [understood as a non - incapacitated adult who can perform legal transactions in his/her own name]) may be attempted to be resolved on an amicable basis using one of the procedures mentioned below in this Section XVI.
3. For detailed information on the methods and access to forms of out-of-court dispute resolution, see:  
[https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php)
4. 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 organizations whose statutory tasks include consumer protection (including the Polish Consumer Federation, Association of Polish Consumers). Advice is provided by the Polish Consumer Federation through a free helpline 800 007 707 and by the Association of Polish Consumers at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl);
  - c. Provincial Inspectorates of the Trade Inspection and on the following websites of the Office of Competition and Consumer Protection;
  - d. [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);
  - e. [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
5. In the event of a dispute between the Organizer and a Participant who is a consumer concerning the Participation 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/>
6. 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 Organizer. 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.
7. 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 Participation Agreement..

## **XVI Confidentiality**

1. Participants may receive information including data related to the Hackathon and/or any Competition from the Organizer and/or the Sponsor which the Organizer and/or the Sponsor consider(s) confidential.
2. Each Participant agrees to keep strictly confidential and not to disclose to others outside the Hackathon, without the express written consent of the Sponsor or the Organizer, any and

all information, written or oral, obtained from the Organizer and/or the Sponsor during the Hackathon or in the preparation thereof (hereinafter collectively the "Confidential Information"). Confidential Information shall also include any awarded solution the rights of which have been assigned to the Sponsor in accordance with Section X 2. Each Participant further agrees to use the Confidential Information only for the purposes of the Hackathon. Each Participant understands that failure to keep the Confidential Information confidential may result in irreparable harm to Sponsor. Each Participant shall immediately return all tangible Confidential Information to the Organizer or the Sponsor and destroy all electronic or other Confidential Information upon completion of the Hackathon.

3. The foregoing restrictions shall not be applicable to any Confidential Information which:

- a. Participant can show was previously known to him/her prior to receipt from the Organizer or the Sponsor, as the case may be, without breach of an obligation of confidence to any third party;
- b. is now, or hereafter comes into the public domain as, for example, by publications, or is otherwise legally known or available to the public;
- c. is subsequently legally disclosed to Participant by a third party not owing obligations of confidence to Organizer and/or Sponsor;
- d. Participant is obligated to produce as a result of a court order or other valid and legally enforceable mandate, provided that Sponsor has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

## **XVII 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 Organizer and the User who submitted the registration form for a Participant to the Organizer will be carried out electronically, to the User's e-mail address indicated in the account settings, and to the following Organizer's e-mail address: rejestracja@proidea.org.pl, or any other address in the proidea.org.pl domain or bayerhackathon.com
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 Organizer'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 Organizer.
5. The Privacy Policy constitutes an integral part of these Rules.
6. The Organizer 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 Organizer's control (e.g. emergency, natural disaster) that would prevent the Competition(s) 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 Participation 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(s), 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 Participation 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 organizational matters, including disputes during the Hackathon, the decisions of the Organiser shall prevail.
10. These Rules shall enter into force on 10 May 2021.