

"PowerUp! 2019" TERMS AND CONDITIONS REGULATIONS

1. DEFINITIONS

- 1.1. Capitalized phrases used in these Terms and Conditions, shall have the meaning set out below:

Organizer - InnoEnergy Central Europe Spółka z ograniczoną odpowiedzialnością (Limited Liability Company) with its registered office in Kraków, ul. Wielicka 28, 30-552 Kraków (Poland), entered into the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number 0000409342, REGON: 122437998, NIP: 6772365070, with the share capital of PLN 202,490.40 (two hundred two thousand, four hundred ninety forty zloty 40/100).

Cooperating Entities – entities cooperating with the Organizer in the implementation of the Contest, in particular those entities that support the Country Finals.

Partners – companies or organizations that support the PowerUp! 2019 competition by providing financial support in exchange for services specified in the partnership contract.

Terms and Conditions - these Terms and Conditions.

Contest - the competition organized under the name "PowerUp! 2019" governed by the rules set out in these Terms and Conditions.

Contest Website - website under the address: powerup.innoenergy.com.

Project - an innovative idea in the area of sustainable energy, mobility, smart city, cybersecurity and other energy-related areas, presented in the Form, which constitutes a competition work in the Contest.

Participant - a natural person of age with full capacity to perform legal acts, including a natural person conducting in business, as well as a legal person and an organizational unit which is not a legal person, to which the law has granted legal capacity, resident or established in one of the following countries: Albania, Armenia, Bosna-Herzegovina, Bulgaria, Croatia, Cyprus, Montenegro, Czechia, Estonia, Greece, Georgia, Lithuania, Latvia, the former Yugoslav Republic of Macedonia (North Macedonia), Malta, Moldova, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey, Ukraine and Hungary; which has made a Contest entry by submitting the Form.

Form - application form, available on-line on the Contest Website, allowing the Participant to submit an application to participate in the Contest.

Jury of the Country Final - the panel of judges appointed by the Organizer, composed of 3-5 members each, for each of the following countries: Bulgaria, Croatia, Czechia, Estonia, Greece, Lithuania, Latvia, Serbia, Turkey, Slovakia, Slovenia, Romania, Poland and Hungary, the aim of which is to select 1 (one) finalist, during individual Country Finals.



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Contest Jury – the panel of judges appointed by the Organizer, composed of 5-10 persons, the aim of which is to select 3 (three) Contest laureates during the Grand Final, made up of representatives of the Organizer and of the following groups: energy companies, investment funds, universities, institutions supporting entrepreneurship.

Grand Final - an official gala organized to determine laureates, out of the Contest finalists selected during individual Country Final of the Contest.

Country Final - an official gala organized to select country finalists of the Contest, who will be invited to take part in the Grand Final of the Contest.

Work - an item of the Project, constituting a subject of the intellectual property rights in a form of copyrights, industrial property rights or know-how.

E-mail address - the e-mail provided in a Form submitted by the person applying to the Contest, which will be used for official communication with the Participant.

EIT InnoEnergy - KIC InnoEnergy SE – a company established in accordance with the Dutch law, with its registered office in Kennispoort, John F. Kennedylaan 2, 5612 AB Eindhoven, Holland, formed by a group of European entities and organizations and appointed by the European Institute of Innovation and Technology (EIT) to be the Knowledge and Innovation Community. EIT InnoEnergy's mission is to drive the growth and innovation in the field of sustainable energy. In order to achieve this mission, EIT InnoEnergy comprises all components of the so-called knowledge triangle: entrepreneurship, research and higher education. EIT InnoEnergy is strongly supported by the EIT. Most of the EIT InnoEnergy's tasks are performed by six regional centers called the nodes, which are fully controlled by EIT InnoEnergy. Organizer (InnoEnergy Central Europe sp. z o.o. located in Kraków, Poland) is one of these nodes.

BCSA - Business Creation Service Agreement with appendices, i.e. provisions specific for the relevant Co-Location center, definition of the project, generic overview of draft of Business Creation Services for the KIC InnoEnergy Highway® (for reference purposes only), draft of Roadmap, draft of Term Sheet for Participation Agreement concluded by EIT InnoEnergy having as its object the provision of services by EIT InnoEnergy for the entrepreneurs and companies in the InnoEnergy Highway® process, i.e. transformation process of their ideas, researches and development into successfully functioning products and services, creating at the same time new, innovative business projects in four aspects of a business venture: technology, market, human resources and finances. A sample of BCSA will be provided to the Participants by the Organizer.

2. GENERAL PROVISIONS

- 2.1. The Contest will be conducted under the name of “PowerUp! 2019”.
- 2.2. The Contest will be conducted pursuant to these Terms and Conditions. The Organizer reserves the right to change the Terms and Conditions, provided that the changes do not violate the rights of the Participants of the Contest acquired prior to such change and do not alter the fundamental principles of the Contest in the following cases:



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- 2.2.1. in the event of a change in the law affecting the content of the Terms and Conditions – to the extent that such a change requires the alteration of the Terms and Conditions;
 - 2.2.2. in the event of a decision by a competent authority or judicial ruling or decision affecting the content of the Terms and Conditions – to the extent that such a ruling or decision requires the alteration of the Terms and Conditions;
 - 2.2.3. to prevent abuses of the Terms and Conditions;
 - 2.2.4. if necessary to improve the handling of the Participants;
 - 2.2.5. if necessary to clarify interpretative doubts concerning the Terms and Conditions.
- 2.3. In case of changes mentioned in sec. 2.2 above, they will be made public on the Contest Website with at least 7 days' notice. Moreover, the Organizer will simultaneously notify Participants of the change via e-mail sent to the E-mail address, indicating the date of entry into force of the change the Terms and Conditions. The altered Terms and Conditions are binding for Participants, who do not leave the Contest (resignation), before their entry into force.
- 2.4. The objective of the Contest is to support entities which:
- 2.4.1. implement innovative projects with development potential;
 - 2.4.2. and are interested in obtaining financing to enable further research and development work or to refine an existing product or service.
- The substantive evaluation of the Projects (Contest works) on each stage of the Contest is performed with regard to the aforementioned objective of the Contest.
- 2.5. With regard to the objective of the Contest (sec. 2.4), the Organizer shall have the right to select Projects potentially eligible for the support granted by EIT InnoEnergy under the InnoEnergy Highway® programme. Selecting such Projects may initiate a process that could consequently cause the specific Project to acquire the support granted in the framework of the InnoEnergy Highway® programme. In order to enhance communication related to this process, every Participant is obliged to file a declaration (Confirmation Note) of having familiarized themselves with the BCSA as per the Terms and Conditions. Selection of said Projects with regard to the InnoEnergy Highway® programme neither constitutes a prize in the Contest, nor may entitle any of the parties thereof to pursue the initiation of said process, nor to claim granting InnoEnergy Highway® support to any such Project. The aforementioned selection of Projects with regard to the InnoEnergy Highway® programme does not constitute a part of the Contest and is a right, but not an obligation, of the Organizer or EIT InnoEnergy. The Participant is not obligated to partake in the InnoEnergy Highway® programme.
- 2.6. The contest is regional and includes the following countries: Albania, Armenia, Bosna-Herzegovina, Bulgaria, Croatia, Cyprus, Montenegro, Czechia, Estonia, Greece, Georgia, Lithuania, Latvia, The former Yugoslav Republic of Macedonia (North



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Macedonia), Malta, Moldova, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey, Ukraine and Hungary.

- 2.7. This Contest is not a game of chance within the meaning of the Gambling Law of 19th November 2009.

3. PARTICIPANTS

- 3.1. Employees of the Organizer, of the Partners as well as of the Cooperating Entities or their family members may not participate in the Contest. Ascendants, descendants and spouses are considered family members.
- 3.2. Moreover, participation in the Contest is not allowed for entities which:
- 3.2.1. during the term of the Contest or within 12 months prior to the date of application are or were covered by the EIT InnoEnergy financial support under any contract;
- 3.2.2. in the previous editions of the Contest were qualified for its Grand Final.
- 3.3. Participation are obligated to adhere to these Terms and Conditions. Potential Participants are required to familiarize themselves with these Terms and Conditions and to confirm that they meet all the conditions stated herein prior to submitting the Form.
- 3.4. With regard to the objective of the Contest (sec. 2.4) and pursuant to sec. 2.5, during the submission of applications to the Contest, the Participants are also required to confirm that they have familiarized themselves with the draft of the BCSA.
- 3.5. Participants shall act in person or, in case of Participants who are not natural persons, by authorized representatives or by representatives with power of attorney; power of attorney is null and void unless given in writing. The Organizer may require the representative or attorney to submit the original document confirming the authorization to act on behalf of the Participant, within a deadline of no less than 7 days, as set out by the Organizer. Failure to provide this document will result in the rejection of the Project.
- 3.6. Participation in the Contest is voluntary.

4. PARTICIPATION TERMS AND CONDITIONS

- 4.1. To apply for the Contest, applicants are required to complete the Form and send it to the Organizer's IT system via the Contest Website. The Participant shall receive confirmation of registration and acceptance of the application to the E-mail address.
- 4.2. In case of a legal person or an organizational unit which is not a legal person, to which the law has granted legal capacity, a person sending the Form declares that it is authorized to act on its behalf in the application for the Contest.
- 4.3. The Form can only pertain to a single Project. A Participant may submit only one Project to the Contest. Should two or more Projects be submitted by the same Participant, the





Project submitted first will be considered to be duly submitted and evaluated in the Contest.

- 4.4. The Contest shall be held in the English language. The Form and any information submitted by Participants in relation to the application or during the Contest should be formulated in the English language.
- 4.5. In case it is necessary to contact a Participant with respect to the Contest, the Organizer or Cooperating Entity (acting on behalf of the Organizer) shall use the contact details provided in the Form. The Organizer and Cooperating Entity shall not be liable for the consequences of incomplete or inaccurate contact details of the Participant if, despite performing due diligence by the Organizer and the Cooperating Entity, contacting the Participant proves impossible or disproportionately hindered.

5. PERSONAL DATA

- 5.1. Personal data provided to the Organizer by Participants shall be processed by the Organizer from the moment of sending the Form. The data controller of this personal data is the Organizer – InnoEnergy Central Europe sp. z o.o., which can be contacted at the address of its seat as indicated in the Terms and Conditions, and via the following e-mail address: powerup@innoenergy.com
- 5.2. Personal data provided to the Organizer will be processed by the Organizer for the following purposes and on the following basis related to the Contest:
 - 5.2.1. for the performance of the Contest, particularly communication with the Participants during the Contest, selection of finalists and laureates, payment of cash prizes and handling potential complaints – the basis of data processing is the necessity to enter into the contract with the Participant and the performance of the contract concerning the participation in the Contest, if the Participant is a natural person (Article 6(1) point (b) of the General Data Protection Regulation 2016/679 – GDPR) or, if the Participant is not a natural person, and in case of the personal data of representatives and attorneys – legitimate interest of the data controller (Article 6(1) point (f) GDPR) in entering into, and performing, the contract of participation in the Contest, and the necessity to identify persons acting on behalf of the Participant.
 - 5.2.2. for the performance of statutory obligations, especially under tax and accounting regulations – the basis of processing is the legal obligation to which the controller is subject (Article 6(1) point (c) GDPR);
 - 5.2.3. for the establishment, exercise or defense of potential legal claims, including after the Contest is finished – the basis of data processing is the legitimate interest of the controller (Article 6(1) point (f) GDPR), which is the defense of its rights.
- 5.3. Personal data provided to the Organizer will also be processed by the Organizer for the purpose of presenting proposals of cooperation in the Organizer's projects (such as presenting offers or performing negotiations), including after the Contest is finished – the basis of data processing is the legitimate interest of the controller (Organizer) (Article 6(1) point (f) GDPR) in the maintenance and initiation of business relations with



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Participants and the performance of the Organizer's activity in technology and innovation.

- 5.4. Personal data provided by the Participants to the Organizer will be made available to another data controller: EIT InnoEnergy (KIC InnoEnergy SE, address: Kennispoort, John F. Kennedylaan 2, 5612 AB Eindhoven, Holland, contact e-mail: (powerup@innoenergy.com)) for the purpose of enabling EIT InnoEnergy to initiate cooperation as mentioned in item 5.3 through entering into BCSA contracts (and further contracts within the scope of the InnoEnergy Highway programme) or Boostway Service Agreement contracts (and further contracts within the scope of the Boostway process). The basis of data processing is the legitimate interest of the controller (EIT InnoEnergy) (Article 6(1) point (f) GDPR) in the maintenance and initiation of business relations with Participants and the performance of activity of EIT InnoEnergy in technology and innovation.
- 5.5. Personal data provided by the Participants to the Organizer will be made available to other data controllers – third party entities cooperating with the Organizer and EIT InnoEnergy, which finance the projects of the Organizer and EIT InnoEnergy, especially potential investors. The list of such third party entities including their contact data is available at www.powerup.innoenergy.com. The basis of data processing is the legitimate interest of the controller (third party entity) (Article 6(1) point (f) GDPR) in the maintenance and initiation of business relations with Participants and the performance of activity of these entities in technology and innovation.
- 5.6. Recipients of personal data also include: Cooperating Entities responsible for implementing the country stages of the Contest; Jury members; IT service providers (e.g. email, hosting); service providers supporting the Organizer in the implementation of the Contest.
- 5.7. Provision of personal data in the Form for the purposes of applying to participate in the Contest is a requirement necessary to participate in the Contest. Failure to provide this data precludes the possibility to participate in the Contest. Provision of personal data for the purposes of complaints is a contractual obligation and is necessary to process complaint.
- 5.8. In some cases, tax law requires the provision of personal data, or presenting a certificate of tax residence, of a Contest laureate, who is the recipient of cash prize. In these cases, the provision of personal data by a laureate is both a statutory obligation and a contractual requirement resulting from the Terms and Conditions. Failure to provide this data may result in the refusal to pay the prize and/or, in cases set out by applicable law, taxation of the prize in Poland (in the case of a laureate with tax residence outside of Poland).
- 5.9. By filing the application, permission is given to use the Participant's, or its representative's, image recorded on behalf of the Organizer and the Partners (audiovisual recording, photography) during events related to the Contest, such as Country Final and Grand Final, in accordance with Article 81 section 1 of the Law on Copyright and Related Rights of 4th February 1994. Dissemination of the Participant's or its representative's image will be solely for the purpose of informing of the Contest and promoting the Contest and its subsequent editions. The image may be disseminated in the media (e.g. the press, television) and on the Internet (including





websites and social media). To the extent to which the recorded image constitutes personal data within the meaning set out by the GDPR, the Organizer, and, independently, Partner, is the data controller. The basis of data processing is the legitimate interest of the controller (the Organizer or Partner) (Article 6(1) point (f) GDPR), in the promotional and informational activity related to the Contest with regard to permission to use the image. Detailed information about the Partners are available on the web address: www.powerup.innoenergy.com. Whoever does not consent to the dissemination of their image in the manner set out above, should not participate in the Contest.

- 5.10. Personal data will be processed by the controller for the following period:
 - 5.10.1. Regarding the data processed to implement the Contest – for the duration of the Contest, payment of prizes and fulfilling other obligations of the Organizer concerning the Terms and Conditions;
 - 5.10.2. Regarding the personal data processed for the performance of statutory requirements, including particularly tax and accounting provisions – until the expiry of potential obligations or tax dues concerning the Contest; potential further storage of personal data may only be performed if required by applicable law;
 - 5.10.3. For the establishment, exercise or defense of legal claims – until the expiry of material claims concerning the Contest.
- 5.11. Every data subject enjoys the following rights according to the GDPR:
 - 5.11.1. the right to access to the personal data concerning the data subject, its rectification, erasure, and restriction of processing;
 - 5.11.2. the right to data portability (concerning data processing carried out by automated means on the basis of consent: Article 6(1) point (a) GDPR or contract: Article 6(1) point (b) GDPR), that is the right to receive the personal data which he or she has provided to the controller, in a structured, commonly used and machine-readable (computer) format; if it is technically possible, the data subject has the right to have the data transmitted to another controller;
 - 5.11.3. with regard to data processed based on a legitimate interest (Article 6(1) point (f) GDPR) – the right to object to processing;
 - 5.11.4. the right to right to lodge a complaint with a data protection supervisory authority, in particular in the Member State of their habitual residence, place of work or of the alleged infringement, if the data subject considers that the processing of personal data relating to them infringes the GDPR. The supervisory authority in Poland is the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych).
- 5.12. As regards the performance of the Contest in cooperation with Cooperating Entities located in non-EEA (European Economic Area) countries (third countries), personal data provided by the Participants will be, to the extent necessary, transferred to the third country of those Cooperating Entities. The data transfer is performed subject to



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appropriate safeguards. The Organizer enters into contracts with non-EEA Partners according to the standard contractual clauses for the transfer of personal data to processors established in third countries, approved by the European Commission decision 2010/87/EU of 5 February 2010. The content of the European Commission decision is available on the web address: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087>.

- 5.13. As regards the performance of the Contest, the Organizer utilizes IT services performed by entities located in the USA (such as Google). Data transfer to the USA is performed within the “EU-U.S. Privacy Shield” framework. According to European Commission decision 2016/1250, the USA is considered to ensure an adequate level of protection for personal data transferred from the European Union to organizations established in the USA, provided that such organizations are included in the “Privacy Shield” list. The European Commission Decision is available at the following web address: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L_.2016.207.01.0001.01.ENG. For more information on the “Privacy Shield”, visit: www.privacyshield.gov.

6. DATES OF THE CONTEST

- 6.1. The Contest shall be carried out from 11th February 2019 until 21st May 2019 in the following stages:
- 6.1.1. Stage I of the Contest: 11th February 2019 – 18th March 2019,
 - 6.1.2. Stage II of the Contest: 19th March 2019 – 25th April 2019,
 - 6.1.3. Stage III of the Contest: 26th April 2019 – 21st May 2019.
- 6.2. The schedule of the Contest is posted on the Contest Website.

7. JURY

- 7.1. For the purposes of the Contest, fourteen (14) boards of Jury of the Country Final shall be set up in the following countries: Bulgaria, Croatia, Czechia, Estonia, Greece, Lithuania, Latvia, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey, and Hungary.
- 7.2. The Contest Jury shall be appointed to select laureates of the Contest. The Contest Jury shall assess the Participants’ Projects during the Grand Final of the Contest.
- 7.3. Each Jury of the Country Final and the Contest Jury consists of the Jury chairman and other members.
- 7.4. The Jury of the Country Final and the Contest Jury shall be chosen by the Organizer.
- 7.5. The chairman of each Jury shall participate in voting on an equal footing with other members of the Jury.
- 7.6. The chairman of Jury of the Country Final and Contest Jury shall supervise the work of other members and ensure compliance with the Terms and Conditions.



8. STAGES OF THE CONTEST

8.1. Stage 1 of the Contest includes:

- 8.1.1. Submission of the Projects by completing the Form on the Contest Website and sending them online to the Organizer. Applications can be sent from 11th February 2019 00:00:01 AM until 11th March 2019 11:59:59 PM.
- 8.1.2. Formal selection and preliminary substantive selection performed by the Cooperating Entities (acting on behalf of the Organizer), or the Organizer where a Cooperating Entity is not selected, including:
 - a. Qualification of applications that meet formal and substantive conditions for the next stage of the Contest
 - or
 - b. In case of formal errors in an application the Organizer calls the Participant to correct it, setting it an additional deadline, no shorter than days. The instruction to correct formal errors in the application shall be done electronically by sending a message to the E-mail address.
- 8.1.3. Participants who have applied for the Contest will be notified about the results of the first stage of the Contest by a message sent to the E-mail addresses.
- 8.1.4. The application may be rejected by the Organizer if it does not comply with any the following requirements:
 - a. has been submitted after the deadline specified in item 8.1.1,
 - b. the Project is not related to the area of sustainable energy, mobility, smart city, clean air and related areas,
 - c. the Project is not innovative.
 - d. the application is incomplete or has other formal errors which have not been corrected within the deadline set pursuant to item 8.1.2 (b).

8.2. Stage 2 of the Contest includes:

- 8.2.1. Assignment of Participants qualified for stage 2 of the Contest to their respective Country Final. Participants resident or established outside of the 14 countries listed in sec. 7.1 will be notified by the Organizer of their Country Final via a message sent to their E-mail addresses.
- 8.2.2. Workshops (Bootcamp) for Participants qualified for stage 2 of the Contest improving their public speaking and presentation skills to help showcase their Projects and create their business concept. These workshops are intended to



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prepare the Participants for presenting their Projects at the Grand Final. Participants shall be informed about the date and venue of the workshop via messages sent to the E-mail address

8.2.3. Presentation of Projects by the Participants selected in accordance with sec. 8.2.2 above, at the Country Final:

- a. Participants will deliver a 4-minute presentation to the Jury of the Country Final;
- b. following the presentation of the Project, the Jury of the Country Final shall have the right to ask the Participant questions, to which the Participant shall immediately respond (time for asking questions and providing answers is 3 minutes);

8.2.4. Selection of finalists of the Contest:

- a. when all qualified Participants have finished their presentations, the Jury of the Country Final shall deliberate and jointly select 1 (one) finalist. In total, all Juries of the Country Finals shall select a total of 14 finalists of the Contest, one from each Jury of the Country Final;
- b. Contest results will be announced during the Country Final to all persons involved therein and posted to the Contest Website. The 14 finalists of the Country Finals will be qualified to stage 3 of the Contest.

8.3. Stage 3 of the Contest includes:

8.3.1. Workshops (Bootcamp) for Participants qualified for stage 3 of the Contest improving their public speaking and presentation skills to help showcase their Projects and create their business concept. These workshops are intended to prepare the Participants for presenting their Projects at the Grand Final. Participants shall be informed about the date and venue of the workshop via messages sent to the E-mail address.

8.3.2. Presentation of ideas by the Participants qualified by the Jury of the Country Final to stage 3 of the Contest at the Grand Final:

- a. Participants will make 3-minute presentations of their Projects to the Contest Jury and audiences;
- b. following the presentation of the Project, the Jury of the Country Final may ask the Participant questions, to which the Participant shall immediately respond (time for asking questions and providing answers is 2 minutes).

8.3.3. Selection of laureates of the Contest:

- a. when all qualified Participants have finished the presentations of their Projects, the Contest Jury shall deliberate and by voting shall select three (3) laureates of the Contest. Voting shall take place via the





selection, by each member of the Contest Jury, of the 3 best Projects and granting them points in whole numbers from 1 to 3, where 3 is the highest score. In the event that more than one Project is given the same number of points, the vote of the chairman of the Contest Jury shall be deciding. The Contest Jury performs substantive evaluation of the Projects as it sees fit, having regard to the objective of the Contest (sec. 2.4-2.5). In particular, when assessing the presented Projects, the Contest Jury shall take into account the investment potential of the Project;

- b. three Participants who receive the highest number of points will be the laureates of the Contest and will be granted the first, second and third place;
- c. Contest results shall be announced during the Grand Final for all persons involved therein, and posted to the Contest Website. Contest laureates shall be officially awarded prizes, in accordance with section 10 of the Terms and Conditions.

- 8.4. A Project may be rejected in the course of the Contest in the following cases:
- 8.4.1. If it is found that the Participant who submitted the Project does not fulfill the requirements set out in the Terms and Conditions, particularly in sec. 3.1-3.2;
 - 8.4.2. In the case of failure to provide the original document confirming the representation or power of attorney, authorizing the representative or attorney to act in the name of a Participant who is not a natural person, in accordance with sec. 3.5;
 - 8.4.3. In cases set out in item 8.1.4;
 - 8.4.4. In the event set out in sec. 9.1;
 - 8.4.5. In the event of non-attendance of a Participant in the workshops or final mentioned in sec. 8.2-8.3, despite correct notification of the Participant about their time and venue;
 - 8.4.6. If it is found that the Project submitted by the Participant violates exclusive rights of third parties, particularly intellectual property rights (e.g. constitutes plagiarism);
 - 8.4.7. If it is found that the Participant, who submitted the Project, unlawfully influences the course or result of the Contest.
- 8.5. If a Project is rejected during the contest for any of the reasons set out in sec. 8.4 above, it can no longer be part of the Contest, and the Participant that submitted the rejected Project is disqualified (excluded from the Contest).
- 8.6. The Organizer may publish documents (e.g. a brief or manual) with detailed descriptions of the stages of the Contest, particularly descriptions of the manner of presenting the Projects and the order of participation in workshops and the progress of

specific finals. Such documents are intended to specify the Terms and Conditions and may not contradict the Terms and Conditions. In any case, these documents will be made available to Participants prior to entering a given stage of the Contest.

9. COSTS

- 9.1. In case a Participant is qualified to stage 2 or stage 3 of the Contest, the Participant is obliged to confirm their participation in this stage no later than within 7 days prior to the planned event, that is, respectively, before the presentation, participation in the workshops, the Country Final and the Grand Final, subject to rejection of the Project.
- 9.2. The Organizer shall cover the costs of:
 - 9.2.1. transport, accommodation and meals for the persons qualified to the Country Final to the extent necessary to participate in the gala, provided that the gala will take place in a country other than the country of the residence or seat of the Participant;
 - 9.2.2. transport, accommodation and meals for the Participants admitted to participate in the Grand Final, to the extent required to participate in the Grand Final.
- 9.3. The aforementioned costs in sec. 9.2 shall be covered in such a manner that the Organizer shall make the prior purchase of the services and transfer to the Participant all documents and information required to correctly use the purchased services. In Country Finals, the Organizer shall cover no other costs than the costs mentioned in item 9.2.1.

10. AWARDS

- 10.1. The Organizer is the promisor of prizes in the Contest.
- 10.2. The Contest Jury shall award the following prizes:
 - 10.2.1. for the first place – financial prize of EUR 50,000 gross (in words: fifty thousand euros gross)
 - 10.2.2. for the second place – financial prize of EUR 10,000 gross (in words: ten thousand euros gross)
 - 10.2.3. for the third place – financial prize of EUR 5,000 gross (in words: five thousand euros gross)
- 10.3. The financial prize will be handed in a non-cash form by transfer to the laureate's bank account, indicated by the laureate.
- 10.4. In the case of Participants who are natural persons, having a Polish tax residency, the Organizer, as the taxpayer, will deduct the amount equal to the lump sum tax of the prize (10%) and will pay the cash prize less the amount of the tax. In the case of legal persons and non-corporate organizational units, the Organizer shall pay the prize in gross amount, and the laureate shall be under the obligation to pay the income tax.



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- 10.5. For laureates without Polish tax residency, where under bilateral international agreements for the avoidance of double taxation, the prize in the Contest is taxable in a country other than the Republic of Poland, where the Participant is resident or established, the income from the prize should be settled by the winner in the state of his/her tax residence. In such a case, the Organizer shall not deduct the amount of the tax, provided that the Participant demonstrates their tax residence in a state other than the Republic of Poland, not later however than within 7 (seven) days from notification of the Contest results. Otherwise, the Organizer is obliged to submit the appropriate tax form to the appropriate Polish tax authority, which may result in double taxation of the prize.
- 10.6. Providing the Organizer with the data necessary to fill proper tax forms is prerequisite to awarding a Participant who is not resident in the Republic of Poland.
- 10.7. The total amount of the prize pool in the Contest amounts to EUR 45,000 gross (in words: forty five thousand euros gross).
- 10.8. A special distinction in the Contest is awarded to the Participant which has presented the best Project in the "Clean Air Challenge" category. The Participant awarded with this distinction will be chosen by a dedicated committee comprised of the people selected by the Organizer, including the chairmen of the Juries of the Country Finals. The above-mentioned distinction is honorary in nature and is of no financial value, and particularly, the Participant does not receive from the Organizer a cash prize in any form for the "Clean Air Challenge" distinction. The distinction is awarded following the end of Country Finals and prior to the Grand Final. The award will be publicly announced at the Grand Final. If the Participant awarded with this distinction is not qualified as one of the 14 finalists in the final stage of the Contest, this Participant will be invited by the Organizer to the Grand Final as a guest.

11. COMPLAINTS PROCEDURE RULES

- 11.1. Participants should submit all complaints concerning the conduct of the Contest in writing during the Contest within 21 days after the Grand Final.
- 11.2. The written complaint should be sent by registered mail to the address of the Organizer: INNOENERGY Central Europe spółka z ograniczoną odpowiedzialnością with its registered office at the address: InnoEnergy, ul. Wielicka 28, 30-552 Kraków, (it is recommended, to add the following note on the envelope: "COMPLAINT – PowerUp! 2019") or via e-mail to the following address: powerup@innoenergy.com.
- 11.3. The complaint should include: the name and exact address of the Participant, the reason for the complaint and the content of the request.
- 11.4. The Participant shall be informed about the Organizer's decision concerning the complaint within 30 days from the date of receipt by the Organizer of the complaint.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. By submitting its own participation in the Contest, the Participant declares that, in relation to the Work, it is entitled to all rights of intellectual property to the Work, unencumbered or unrestricted by the rights or claims of third parties, in particular the





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copyright to the Work under the Law on Copyright and Related Rights of 4th February 1994.

- 12.2. Should any third party claims arise, concerning intellectual property rights including the claims on the copyright, the company, trade mark protection, infringement of provisions on unfair competition, violation of personal rights or violation of other legal regulations, related indirectly or directly to Projects submitted by Participants in the Contest, the Participant is liable in accordance with applicable law.
- 12.3. The Organizer reserves the right to require additional documents confirming that the Participant is the owner of all intellectual property rights referred to in item 12.1 above.

13. FINAL PROVISIONS

- 13.1. The Terms and Conditions of the Contest are posted on the Contest Website and are also downloadable in PDF format.
- 13.2. From the moment of submission of the Form to the end of the Contest, all communication related to participation in the Contest is conducted electronically by via a message sent to the E-mail address provided by the Participant in the Form. The Organizer uses the following e-mail address concerning the Contest: powerup@innoenergy.com.
- 13.3. Upon the request of the Participant, the Terms and Conditions may be sent by post under the condition that a return self-addressed envelope with a note "THE RULES – PowerUp! 2019 CONTEST" with a postage stamp shall be sent to the Organizer's address.
- 13.4. The Terms and Conditions and the participation in the Contest are subject to the laws of the Republic of Poland, and should be interpreted in accordance with the Polish law.



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