# RULES AND REGULATIONS OF THE 7TH ITERATION OF THE "PFR SCHOOL OF PIONEERS" COMPETITION

## § 1 Terms and abbreviations

The terms and abbreviations used herein bear the following meanings:

- UN Sustainable Development Goals 17 goals that constitute the UN's road map for transforming and reshaping the world in a sustainable manner, adopted by all the UN member states by way of the General Assembly Resolution of 25 September 2015 in New York;
- Demo Day a one-day event in the form of a one-day online event, during which the Teams will for the first time present the Demo Day Committee with the Competition Task and the Demo Day Committee will evaluate them and select up to eight (8) best ones to be presented at the Final Gala;
- Application Form the form available on the Organiser's website at <u>https://www.interankiety.pl/f/KpDbN4Az</u>, through which the Organiser accepts applications to participate in the Competition;
- 4) Final Gala means a one-day ceremonial event, during which the Teams will present the Final Gala Committee with Competition Task, and the Final Gala Committee will evaluate them and select the three (3) best ones, whose authors will be nominated as the Winners of the 7th iteration of the School of Pioneers Competition and will be entitled to the Prize;
- 5) Schedule a detailed timetable of all the events planned during the period of the Competition. The schedule is available on the Organiser's website at <u>https://pfrsa.pl/en/pfr-school-of-pioneers.html</u>.
- 6) Candidate a candidate for the Participant, i.e. a person to whom the Competition is addressed and who has submitted the Application Form available at <u>https://pfrsa.pl/en/pfrschool-of-pioneers.html</u>.
- Club of Pioneers

   a community actively involved in initiatives for the economic and social development of Poland based on technological innovations, including ones organised or recommended by the Organiser, formed as indicated in § 4(21) hereof;
- 8) **Committee** the Committee appointed by the Organiser for the purposes of the various stages of the Competition:
  - a) Competition Committee, whose purpose is to select the Participants.
  - b) Demo Day Committee, whose purpose is to select the eight (8) best Teams to participate at the Final Gala.
  - c) Final Gala Committee, whose purpose is to select the best three (3) Teams to receive the Final Prize.

The procedure for the appointment of the committee will be determined by the Organiser;

- 9) Competition selection of the Candidates and competition for the Final Prize, which consists in teams developing innovative business solutions in the course of the Programme and submitting them for a two-phase evaluation by the Committee during the Demo Day and the Final Gala;
- 10) **Online Masterclass** a complementary, mandatory thematic workshop conducted within the framework of the Programme;
- 11) Award granted to all the Participants in the Programme in the form of workshops in Prague, Warsaw and delivered online as part of the PFR School of Pioneers;
- 12) **Final Prize** an invitation to negotiate and enter into the Grant Agreement with the Organiser and the title of the Winner of the 7th iteration of the School of Pioneers;

- 13) Organiser Polski Fundusz Rozwoju S.A., with its registered office in Warsaw, at ul. Krucza 50, 00-025 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS: 0000466256, NIP: 7010374912, REGON: 146615458, share capital PLN 11,475,907,779.00 (paid in full). The Organiser can be contacted by e-mail: <a href="mailto:startup@pfr.pl">startup@pfr.pl</a> and telephone: +48 22 703 43 00, the Organiser performs the tasks specified in the Rules and Regulations;
- 14) Strategic Partner the strategic partner of the Programme, i.e. Allegro spółka z ograniczoną odpowiedzialnością KRS 0000635012 with its registered office in Poznań, ul. WIERZBIĘCICE nr 1B, 61-569 Poznań;
- 15) Programme the educational and venture building programme entitled the "7th iteration of the PFR School of Pioneers," which consists of stationery and online workshops, the Participants' own work and individual consultations with mentors. During it, the Participants will learn such tools as may be necessary to develop innovative business solutions in Teams;
- 16) Rules and Regulations these rules and regulations;
- 17) Rules and Regulations for the provision of services by electronic means the rules and regulations governing the provision of services by electronic means, available at: https://pfr.pl/dam/jcr:1fd11743-7c9c-406f-91ed-6aeb67466e8c/regulamin.pdf;
- 18) Participant a participant in the Programme, i.e. a person who has qualified for the Programme and has become entitled to the Prize, thereby gaining the right to participate in the main part of the Competition and compete for the Final Prize;
- 19) Agreement the agreement for participation in the Competition, including the provision by the Strategic Partner on behalf of the Participant of the services necessary for participation in the Programme, executed by the Candidate with the Organiser in the manner described in § 3 hereof, as a result of the Candidate's acceptance hereof in the manner described in § 3 hereof;
- 20) **Grant Agreement** the agreement that the Organiser will invite the Winners to enter into under the terms and conditions hereof;
- 21) Act- the Act of 30 May 2014 on consumer rights (Polish Journal of Laws of 2023, item 2759);
- 22) Activities activities and meetings planned to be held in relation to participation in the Competition, including activities planned as part of the Programme;
- 23) Team a group of the Participants, as many as two (2) to five (5) people, to jointly develop an innovative business solution in the course of the Competition; Each Team should include a minimum of one (1) person with technological skills (in particular the skills referred to in § 4(1)(1) hereof);
- 24) **Winners** members of the three (3) Teams selected at the Final Gala whose Competition Task received the highest number of points;
- 25) **Competition Task** means the development of an innovative business solution with the use of AI in line with the third UN Sustainable Development Goal good health and quality of life.

## § 2 General provisions

- 1. These Rules and Regulations specify the terms and conditions under which the Competition is to be held and the rules for participation therein.
- 2. The Competition is international and is held in the territory of the Republic of Poland and the Czech Republic.
- 3. The Competition begins on 15 May and ends on 22 November 2024. The course of the Competition is divided into two (2) parts, as described in § 4 and § 5 hereof.

- 4. The aim of the Competition is to support the creation of a technologically advanced health service in Poland and to improve the competencies of the future (technical, social and business competencies), which is in line with the third of the UN Sustainable Development Goals good health and quality of life.
- 5. The Competition is aimed at natural persons:
  - 1) not acting in an entrepreneurial capacity who are at least sixteen (16) years of age,
  - 2) not enumerated on the sanction lists resulting from the Act of 13 April 2022 on special solutions to counter support for aggression against Ukraine and to protect national security, lists annexed to Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and involvement of Belarus in Russia's aggression against Ukraine or Council Regulation (EU) No 269/2014 of 17 March 2014 on restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine and other similar lists,
  - 3) with above-average potential for creating innovative products and services and running companies using new technologies and
  - 4) who are not employees, co-workers or persons providing services to the Competition Organiser on a legal basis other than employment, or who are related to the Organiser in any other manner.
- 6. To participate in the Competition, do submit the Application Form available at <u>https://pfrsa.pl/en/pfr-school-of-pioneers.html</u>. The Application Form is in electronic form and can only be completed in this form. In the case of minors, it is required to attach to the Application Form the consent of the legal representative (parent or legal guardian) according to the model included in Annex 5 hereto.
- 7. In the Application Form, the Candidates for instance include their personal data, referred to in § 11(2) hereof and annexes in the form of CVs and a personal development plan according to the model posted on the Programme website at: <u>https://pfrsa.pl/en/pfr-school-of-pioneers.html</u>. The Personal Development Plan is a video, no longer than two (2) minutes, in which the Candidate answers the following questions:
  - Describe your experience from organising your own projects/businesses
  - What do you consider particularly important for the success of such initiatives?
  - What technologies and use thereof interest you most?
  - Do you have your own idea for a new product or solution?
  - What motivates you to be active?
  - What is the measure of success for you?
  - Describe the current and next anticipated stage of your working life
  - What do you need to achieve more and meet your goals?

When sending in the Application Form, do include the Personal Development Plan (MP4 video) as a link to the virtual drive where the Plan will be made available.

- 8. The Application Forms must be submitted electronically via the link provided at: <u>https://pfrsa.pl/en/pfr-school-of-pioneers.html</u> link from 15 May and 23 June 2024.
- 9. The Participants and Winners of the Competition will post information on their social media that they have participated in the Programme, will encourage their followers to participate in future iterations and to set up their own business or to create their own technological product in Poland and will be involved in activities planned by the Organiser throughout the Programme.
- 10. The Organiser reserves the right to verify that the Participant or the Candidate meets the terms and conditions specified herein and complies with the provisions hereof and generally applicable legal provisions. With this end in mind, the Organiser may request by telephone, in writing or by e-mail the Participant or the Candidate to submit additional explanations or statements

necessary for the verification process – in the form indicated in the request. Failure to comply with the terms and conditions hereof or failure to submit the relevant explanation or statement within the time period specified in the request may result in the exclusion of the Participant or the Candidate concerned from the Competition and from participation in the Programme, with the expiry of any right to the Final Prize. However, this does not apply if the Participant or Candidate justifies the refusal to provide information about himself/herself by protecting his/her rights or the rights of a third party, including his/her image or personal data.

- 11. The dates of the respective events planned as part of the Competition as described in § 4-7 hereof are subject to change for important reasons. The Participants will be informed of any changes well in advance by e-mail. All information within this scope will be directed to the e-mail address indicated by the Participant or Candidate in the Application Form.
- 12. The Participants in the Competition consent to the use of their image in the Organisers' promotional materials. This consent is given by attaching an appropriate declaration of consent to the Application Form referred to in § 3(1) hereof.

## § 3 Execution of the Agreement

- 1. In order to enter into the Agreement, the Candidate sends the Application Form in accordance with § 2 (6)-(8) hereof.
- 2. Submitting the Application Form is equivalent to accepting the Rules and Regulations.
- 3. The submission of the Application Form constitutes an offer to the Organiser to enter into the Agreement.
- 4. Having sent the Application Form, the Organiser is to immediately send the Candidate an e-mail (to the e-mail address provided in the Application Form) confirming that the Agreement has been entered into. The Agreement is entered into as soon as the confirmation referred to in the previous sentence has been sent to the Candidate.
- 5. Such execution of the Agreement does not require the Candidate to provide a deposit or other financial guarantees.
- 6. The Agreement referred to in paragraph 1 above expires:
  - 1) on the closing date of the Competition or
  - 2) as of the date of exclusion from the Competition.

## § 4 Preliminary part of the Competition

- 1. In the preliminary part of the Competition, an evaluation of the Candidates is conducted, which consists of two stages.
- 2. In the first stage, the Selection Committee will **evaluate the Candidate** based on the submitted Application Forms according to the following criteria:
  - possession of skills and knowledge in the selected area of new technologies, e.g. digital marketing, programming languages, engineering – the area of hard skills; (evaluated on a scale from zero (0) to three (3) points based on the total of the Candidate's knowledge and skills indicated in the Application Form)
  - 2) implementation of own initiatives and ventures contributing to the experience (mentioned in clause 1) – area of experience (evaluated on a scale from zero (0) to three (3) points awarded for initiatives and ventures in which the Candidate participated);
  - 3) experience of working on projects related to the UN Sustainable Development Goals or the use of AI (assessed on a scale of zero (0) to one (1) points awarded for the Candidate's

taking part in a project or projects related to the UN Sustainable Development Goals or the use of AI solutions);

- 3. Each Candidate who has submitted the Application Form is subject to evaluation by two (2) members of the Competition Committee. The members of the Competition Committee may view the assessments of the other members thereof and communicate between each other.
- 4. Either of the two (2) members of the Competition Committee award the Candidate from zero (0) to three (3) points in the two (2) criteria listed in paragraph 2(1)-(2) above, where the former option means relative weakness and the latter one - relative strength of the criterion, within the two (2) areas indicated in paragraph 2(1) and (2) above. The arithmetic average of the marks proposed by the members of the Competition Committee will then be calculated for the both criteria above. When assessing the criterion of experience of working on projects related to the UN Sustainable Development Goals or the use of AI solutions, as per paragraph 2(3) hereof, the Candidate will be awarded one (1) special point if experience of working in this area is recognised. The special point referred to above is awarded in a special manner, i.e. jointly by both members of the Competition Committee, who unanimously agree on the experience of the Candidate in this area. The arithmetic average of the marks awarded by each member of the Committee is rounded up to the nearest whole unit. Obtaining zero (0) points in the assessment of the hard skills area referred to in paragraph 2(2) above or the experience gained in the implementation of own initiatives or projects referred to in paragraph 2(2) above from a given member of the Committee results in zero (0) points being awarded automatically for the other criteria by that member of the Committee.
- 5. The total amount of points possible to be obtained by one (1) Candidate ranges from zero (0) to seven (7) points.
- 6. Having added up the scores from the evaluation of the Candidates, a ranking list will be drawn up.
- 7. As many as eighty (80) Candidates with the highest scores demonstrating the best psychological aptitude for the role of start-up founders earn the right to compete for the Prize.
- 8. Each Candidate will be informed of the result of this stage of the Competition by e-mail to the address indicated on the Application Form, within fourteen (14) working days (i.e. excluding Saturdays and public holidays) of the result, i.e. once the eighty (80) Candidates who have been eligible to compete for the Prize have been selected.
- 9. The next stage of the Competition is conducted online by the Competition Committee.
- 10. As part of this stage, the Competition Committee will assess the Candidates' soft skills and their ability for team work. With this end in mind, the Candidate will be asked to perform individual and group tasks consisting in the simulation of a business environment in which the Participants are to solve issues faced by an enterprise, as well as the completion of a soft competencies sheet, based on which the Competition Committee will assess, among other things: the ability to work in teams and potential to develop as a technological entrepreneur.
- 11. The planned date for this stage of the Competition: two (2) days from 8 July to 15 July 2024.
- 12. Each Candidate is assessed individually by two (2) members of the Committee and the final score of each Candidate is the arithmetic average of the scores awarded by each member of the Committee rounded up to the nearest whole unit. Each Candidate performs consecutive individual and group tasks, during which he/she is assessed on sheets of observation scales drawn up by business psychologists.
- 13. The total amount of points possible to be obtained by one (1) Candidate in this stage of the Competition ranges from zero (0) to ten (10) points.
- 14. The total amount of points possible to be obtained by one (1) Candidate in both stages of the Competition range from zero (0) to seventeen (17) points.

- 15. Having added up the points, a ranking list will be drawn up, based on which the Competition Committee will select between fifty (50) and fifty five (55) Candidates who obtain the highest number of points in total in both stages of the Competition. The Candidates referred to in the previous sentence are qualified for the Programme and are granted the Participant status.
- 16. The Participants referred to in paragraph 15 acquire the right to the Prize and to participate in the main part of the Competition and compete for the Final Prize.
- 17. The Candidates will be informed of the results of the Competition by 19 July 2024 in the form of an e-mail sent to the email address indicated in the Application Form.
- 18. The Participants who have been selected in the Competition and who have earned the right to the Prize will be required to submit electronically to: <a href="mailto:startup@pfr.pl">startup@pfr.pl</a> a signed declaration (scan of the signed declaration) of acceptance of the Prize, together with the confirmation of payment of the fee referred to in paragraph 19 below. By submitting the declaration, the Participant agrees that invoices may be issued and sent electronically to the e-mail address provided therein. The model declaration will be e-mailed to the Participants with information on the deadline for submission. Failure to deliver the declaration within fourteen (14) days of receipt the model thereof or failure to pay the above fee within this period will result in removal from the list of the Participants (forfeiture of the Prize) and forfeiture of the right to compete for the Final Prize.
- 19. Participation in the Programme and in the main part of the Competition is subject to the Participant paying a fee to the Organiser. The fee should be paid at the latest when the declaration referred to in paragraph 18 above is submitted. The fee is:
  - 1) PLN 450 gross, if the Application Form is submitted between 15 and 31 May 2024,
  - 2) PLN 650 gross, if the Application Form is submitted between 1 and 23 June 2024,

The above fee is the total price, including VAT. The fee serves to cover part of the costs associated with the Participant's engagement in the Programme.

- 20. The Organiser will provide the Participants with the number of the bank account for the payment of the fee, via the e-mail addresses provided in the declarations of participation in the Programme. The message accompanying the transfer should state: Administrative Fee of the COMPETITION "7th iteration of the PIONEERS' SCHOOL" and the full name of the person for whom the fee is paid. An invoice will be issued to the Participant after the payment has been made, within fourteen (14) days of the date of payment and will be sent to the e-mail address provided in the declaration referred to in paragraph 18 above.
- 21. Upon the completion of the Programme, all the Participants will be awarded the "PFR School of Pioneers Alumni" status. The Alumni of the PFR School of Pioneers form the Club of Pioneers. By sending the declaration, the Participant agrees to join the Club of Pioneers. The Participants of the 7th iteration of the School of Pioneers will be added to the closed group of the "PFR Club of Pioneers" on the social networking platform Facebook within fourteen (14) days of the Final Gala.

## § 5 The main part of the Competition

- 1. The Participants selected pursuant to § 4 hereof qualify for the main part of the Competition.
- As an additional condition for participation in the main part of the Competition, the Participants must meet the entry requirements referred to in § 4(18)-(20) hereof and the Participant must complete the free online course "Lean Canvas" provided by the Organiser at: https://startup.pfr.pl/pl/kursy-online/lean-canvas.
- 3. In the main part of the Competition, the Participants, working in Teams, will be required to complete the Competition Task.
- 4. The judging of the main part of the Competition will occur in two (2) stages:

- stage 1 adjudication during the Demo Day, which will occur on 25 October 2024 in an online format and according to the rules described below,
- 2) **stage 2** selection of the Winners adjudication during the Final Gala to be held on 22 November 2024 in the stationary formula and rules described in § 8 hereof.
- 5. In performing the Competition Task, the Participants of the 7th iteration of the School of Pioneers may use free AI tools such as Google Collab, GPU or Chat-GPT. The choice of the tool is free and entirely at the Participants' discretion.
- 6. By performing the Competition Task, the Participants in the 7th iteration of the School of Pioneers undertake to:
  - 1) make every effort to take full advantage of the activities and accompanying events provided,
  - 2) not to endanger in any manner their own life or health or that of the other Participants or members of the public,
  - 3) not to infringe mandatory legal provisions, including copyrights or other rights of third parties,
  - 4) to repair the damage caused,
  - 5) inform the Organiser of his/her place of stay if it is outside the place designated by the Organisers during the trip abroad implemented as part of the Programme.
- 7. As a prerequisite for participating in the Demo Day, the Participants must form a Team consisting of a minimum of two (2) Participants, of which at least one (1) should have the technical skills necessary to create an MVP. The Organiser reserves the right to waive the requirement to have at least one (1) technical person in the Team in case fewer than twelve (12) technical persons are selected for the Competition.
- 8. During the Demo Day, the Committee will evaluate the design of the Competition Task that the Teams worked on during the Competition.
- 9. Within three (3) working days (i.e. excluding Saturdays and public holidays) before the Demo Day, the Teams are obliged to send, to the Organiser's address previously provided in the e-mail correspondence, additional materials developed during the Competition, i.e:
  - 1) description/potential of the Team and technology applied in the form of a presentation,
  - 2) business model described in the Lean Canvas methodology,
  - 3) detailed map/analysis of competitors and stakeholders,
  - 4) financial analysis and expenditure planning,
  - 5) description of the ethical use of AI and identification of the potential of the Team's project,
  - 6) presentation of the project's rationale in terms of achieving the third of the Sustainable Development Goals good health and quality of life.

Failure to submit materials within the time set by the Organiser is grounds for the Team members to be excluded from the Competition.

- 10.Between three (3) and five (5) people sit on the Demo Day Committee. During the Demo Day, each member of the Demo Day Committee independently evaluates the presentation of the Team's Competition Task project by a minimum of one (1) member of the Team together with the prototype (competition pitch) in the manner indicated in Annex 1 hereto with the following criteria:
  - 1) merit of the project,
  - 2) business value of the project,
  - 3) quality and presentation of the prepared presentation,
  - 4) answer to questions asked by the Demo Day Committee.

- 5) fulfilment of the third of the UN Sustainable Development Goals good health and quality of life.
- 11. The number of points available to the Team ranges from zero (0) to thirty (30) and is the arithmetic mean of the marks awarded to its members by the members of the Demo Day Committee. As a result of the Team receiving an incomplete point, the average is rounded up to the nearest whole unit.
- 12.Once the points have been added up, a ranking list will be drawn up on the basis of which the Demo Day Committee will select the eight (8) Teams with the highest number of points to participate in the Final Gala.
- 13. The results will be announced no later than three (3) working days (i.e. excluding Saturdays and public holidays) after the Demo Day.
- 14.During the Final Gala, the eight (8) Teams selected during Demo Day will present the Competition Task.
- 15.Within three (3) working days (that is excluding Saturdays and public holidays) before the Final Gala, the Teams are required to send additional materials developed in the course of the Competition, i.e:
  - 1) description/potential of the Team and technology applied,
  - 2) business model described in the Lean Canvas Model methodology,
  - 3) detailed map/analysis of competitors and stakeholders,
  - 4) financial analysis and expenditure planning,
  - 5) description of the ethical use of AI and identification of the potential of the Team's project,
  - 6) presentation of the project's rationale in terms of achieving the third of the Sustainable Development Goals good health and quality of life.

Failure to submit materials within the time set by the Organiser is grounds for the Team members to be excluded from the Competition.

- 16. The Final Gala Committee will evaluate the Competition Tasks presented by the Teams.
- 17. Between three (3) and five (5) people sit on the Final Gala Committee. During the Final Gala, each member of the Final Gala Committee independently evaluates the Competition Task, together with the prototype (competition pitch) in the manner indicated in Annex 1 hereto with the following criteria:
  - 1) merit of the project,
  - 2) business value of the project,
  - 3) quality and presentation of the prepared presentation,
  - 4) answer to questions asked by the Committee.
  - 5) achieving the third of the UN Sustainable Development Goals good health and quality of life.
- 18. The number of points available to the Team ranges from zero (0) to thirty (30) and is the arithmetic mean of the marks awarded to its members by the members of the Final Gala Committee. As a result of a Team member receiving an incomplete point, the average is rounded up to whole units.
- 19. Having added up the points, a ranking list will be drawn up on the basis of which the Final Gala Committee will select the eight (3) Teams with the highest number of points.
- 20.The members of the three (3) Teams with the highest score are awarded the title of Winner of the 7th Iteration of the School of Pioneers and are entitled to the Final Prize.
- 21. The Organiser will provide the members of the eight (8) Teams selected during the Demo Day with a detailed schedule of the event and the venue of the Final Gala well in advance of the Final

Gala. The Organiser is entitled to change the date, the schedule and the venue of the Final Gala, including the online form, for important reasons. The Participants will be notified of any changes at the e-mail address indicated in the declaration referred to in § 4(18) hereof in good time.

# § 6 Programme

- 1. The Programme consists of:
  - 1) **Opening Gala**, during which the 7th iteration of the School of Pioneers will be officially inaugurated. The Opening Gala will be held on 2 September 2024.
  - Stationary Bootcamp, during which team games will be held to allow the Participants to join teams and participate in substantive workshops. The Bootcamp will be held from 3 September 2024 to 5 September 2024 in the Czech Republic;
  - 3) The stationary workshops will include a series of workshops, mentoring sessions and study visits. The stationary workshops will be held on the following dates: from 5 to 7 September 2024 in the Czech Republic and from 16 to 20 September 2024 in the Republic of Poland. The dates and places of departure are subject to change for important reasons; the Participants will be notified of any changes at the e-mail address indicated in the declaration referred to in § 4(18) hereof in good time.
  - 4) **Remote Team Sprints,** during which Teams work independently to build an MVP and have one-to-one sessions with PFR experts and mentors. At the beginning of each sprint, the Teams consult with PFR experts or a mentor to establish their course, target and KPIs. Such sprints will be held from 21 September to 21 November 2024.
  - 5) **Masterclasses organised in an online format,** during which the Participants will complement their knowledge acquired during the stationary workshops. The online Masterclass will be held from 21 September to 24 October 2024.
- 2. The Organiser will provide the Participants with a detailed schedule of the Programme and the venue of respective events prior to the commencement of the Programme well in advance at the e-mail address indicated in the Declaration referred to in § 4(18) hereof. Due to important reasons unknown at the date of announcement hereof, the Organiser is entitled to change the date of the Programme, the Schedule and the venue of the Activities, including to the online form.
- 3. The Participant's absence from more than five percent (5%) of the Programme Activities will result in exclusion from further participation in the Competition and lost opportunity to compete for the Final Prize.
- 4. It is acceptable for the Participants to use free AI tools such as Google Collab, GPU, Chat-GPT or others. The choice of the tool is at the Participants' own discretion.
- 5. The Participants undertake to:
  - 1) make every effort to take full advantage of the activities and accompanying events provided,
  - 2) not to endanger in any manner their own life or health or that of the other Participants or members of the public,
  - 3) not to infringe mandatory legal provisions, including copyrights or other rights of third parties,
  - 4) to repair the damage caused,
  - 5) inform the Organiser of his/her place of stay if outside the place designated by the Organisers during the trip abroad implemented as part of the Programme.

# § 7 Activities

- The online Activities planned as part of the Competition will take place via MS Teams (or possibly another application designated by the Organiser). The Organiser will send accordingly to the Candidates and Participants the activation link to the Online Activities to the e-mail address specified in the Application Form or the Declaration of Participation referred to in § 4(18) hereof, as applicable, no later than up to forty eight (48) hours before the commencement of such Activities.
- 2. The technical requirements for participating in the Online Activities present themselves as follows:
  - 1) possession of a computer or another multimedia device connected to the Internet,
  - 2) installation of the MS Teams application or the option to use it online (or possibly the other indicated by the Organiser).
- 3. In order to ensure the security of the services provided, the Organiser takes technical and organisational measures sufficient for the degree of risk to the security of the services provided.
- 4. The Organiser reserves the right to modify, for valid reasons, the manner in which the Activities are conducted, in accordance with the scope and terms and conditions of its powers, and in accordance with its technical capacity, without impairing their quality, and without affecting the rights and obligations of the Parties to the Agreement. An important reason for changing the manner in which the Activities are implemented is:
  - 1) changing, extending or improving the manner in which the Activities are performed,
  - 2) change of place or time of the Activities,
  - 3) improving functionality in order to improve the quality of the delivery of the said Activities,
  - 4) adaptation of the manner in which the Activities are performed to changes in the Organiser's technical environment (i.e. the equipment, applications or software used by the Organiser)
- 5. The Organiser is entitled to use services of subcontractors to implement the Activities, which does not require the consent of the Candidate or Participant.
- 6. Access to the Activities is granted in the manner and at the times specified in § 6(1) hereof and indicated in the e-mail sent to address referred to in paragraph 1 above.
- 7. In the event that the Organiser has not provided access to the Activities, as described in paragraph 1 above, the Candidate or Participant should call on the Organiser to provide it correctly. With this end in mind, do not hesitate to contact the Organiser by e-mail at: <a href="mailto:startup@pfr.pl">startup@pfr.pl</a> or in writing by letter sent to the Organiser's registered office address: ul. Krucza 50, 00-025 Warsaw, with the annotation "7th iteration of the School of Pioneers." Access to the Activities is granted as soon as the request referred to in this paragraph has been received and verified by the Organiser. In particularly complex cases, the deadline for granting access to the Activities may be extended, but in each case no longer than up to fourteen (14) days. The Organiser is to notify the Candidate or Participant of such extension of the deadline and indicate the reason therefor, either by e-mail or in writing, depending on which channel of communication the Candidate or Participant received the call from.
- 8. The Organiser ensures that the content and delivery of the Activities are always provided in the latest version available at the time of entering into the Agreement. During the Agreement term, in the event that the Organiser implements any updates to the content and delivery of the Activities as requisite to bring the Activities into conformity with the Agreement and to ensure an adequate level of security, the Organiser will notify the Candidate or Participant of the

available update and potential consequences of not installing it via an e-mail sent to the e-mail address referred to in paragraph 1 hereof.

- 9. In order to install the update correctly, the Candidate or Participant should follow the Organiser's guidelines containing information about the update.
- 10. The Organiser recommends installing updates as soon as they become available. In any event, the Candidate or Participant should install the update no later than fourteen (14) days after being notified of its availability in accordance with paragraph 8 above. The Organiser is not liable for the incorrect implementation of the Activities, due solely to the lack of installation of updates, in the following cases:
  - 1) The Candidate or Participant, despite being informed of the available update and consequences of not installing it, has not installed it within the timeframe referred to above.
  - 2) The Candidate or Participant did not follow the instructions for the correct installation of the update referred to in paragraph 9 above and consequently did not install or incorrectly installed the update.
- 11. The Candidate or Participant should install updates to the operating system and software they use to participate in the Activities in accordance with the recommendations of the manufacturers of the electronic device, operating system and software they own. Failure to keep the operating system or software up to date may lead to a decreased security level and prevent the Participant from joining the Activities.
- 12. The Organiser ensures that technical support is available for matters related to the implementation of the Activities. For technical support, do not hesitate to contact the Organiser via the contact details indicated in § 1(13) hereof.
- 13.In the event that the Activities are unavailable or do not function properly, the Candidate or Participant agrees to cooperate with the Organiser to determine whether the unavailability or malfunction of the Activities is attributable to the characteristics of the Candidate's or Participant's digital environment (e.g., the characteristics of the electronic device the Candidate or Participant is using or the network connection).
- 14. If the Activities are implemented in a manner that does not comply with the agreement, the Candidate or Participant may request that the Activities be restored to compliance therewith.
- 15.In the event of non-conformity of the Activities with the agreement, the Candidate or Participant may submit a declaration of price reduction (the fee referred to in §4(19) hereof) or withdraw from the agreement subject to the rules specified below.
- 16. The Candidate or Participant who has requested the Organiser to provide access to the content of the Activities in accordance with paragraph 7 above has the right to withdraw from the Agreement if the Organiser has not complied with the Candidate's or Participant's request immediately or within an additional period of fourteen (14) days. The relevant provisions hereof on withdrawal from the Agreement apply accordingly to the withdrawal from the Agreement.
- 17.Further, the Candidate or Participant has the right to withdraw from the Agreement without calling upon the Organiser for proper delivery if:
  - 1) The Organiser has stated or it is apparent from the circumstances that it will not provide the Candidate or Participant with the content of the Activities, or
  - 2) The Organiser has failed to provide the content of the Activities within the timeframe set out in paragraph 6 above and the availability of the content of the Activities within that timeframe was of material importance to the Candidate or Participant.

Otherwise, the relevant provisions hereof for withdrawal apply accordingly.

18. The Candidate or Participant is obliged to use the Activities for their intended purpose, respecting and not infringing the personal rights of the other Candidates or Participants.

- 19. The Candidate or Participant is not entitled to record the Activities without the prior consent of the Organiser.
- 20. The Candidate or Participant is not entitled to transfer access or allow access to the Activities to unauthorised third parties.
- 21. The Candidate or Participant is not entitled to reproduce or distribute in any form or by any means the content of the Activities and materials used for or in relation to the Activities.
- 22. The Candidate or Participant is obliged to notify the Organiser immediately of any circumstances that may affect the due performance of the Agreement.
- 23.To avoid any doubt, in relation to the purchase and delivery of the Activities, the Organiser does not grant to the Candidates or Participants any licence or transfer of economic copyright in the materials provided as part of the Activities.

# § 8 Prizes

- 1. The Participants, selected pursuant to § 4(16) hereof, will receive the Prize. Aside from the Prize, the Participants will receive an additional cash prize of 11.11 % of the value of the Prize rounded up to full PLN.
- 2. The Winners, selected pursuant to § 5(20) hereof, will receive the Final Prize.
- 3. Once the Grant Agreement has been signed and the conditions specified therein have been met, a grant will be paid on the following terms:
  - 1) PLN 50,000.00 in total for the Team with the highest number of points at the Final Gala (no. 1 place in the ranking);
  - 2) PLN 30,000.00 in total for the second Team in the ranking as part of the Final Gala;
  - 3) PLN 30,000.00 in total for the third Team in the ranking as part of the Final Gala;

Along with the grant (once the conditions for its payment have been met), the Winners will receive an additional cash prize of 11.11% of the value of the grant they are entitled to, rounded up to full PLN. The signing of the Grant Agreement is equivalent to the acceptance of the Final Prize.

- 4. The Grants and the Additional Prize will be divided equally among the members of the winning Teams, unless the parties to the Grant Agreement agree otherwise.
- 5. The negotiation of the substance of the Grant Agreement will continue for a maximum of ninety (90) days after the Final Gala. If no agreement on the substance of the Grant Agreement is reached within the aforementioned timeframe, negotiations will only continue with the agreement of all parties concerned.
- 6. In the event that some of the Team members resign from the Grant Agreement, the Grant Agreement will be negotiated with the remaining Team members interested in developing the business solution developed in the Competition.
- 7. Before the payment of the prizes mentioned in paragraphs 1 and 3 above, the Organiser will deduct 10% flat-rate personal income tax in accordance with the provisions of the Personal Income Tax Act of 26 July 1991 and remit it to the competent Tax Office, to which every Winner agrees by accepting these Rules and Regulations.

# § 9 Personal data processing

 The Organiser represents that it is the controller of personal data within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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) ("GDPR") in relation to the personal data of the Candidates and Participants included in the Application Form and annexes thereto.

- 2. Personal data is processed solely for the purpose of registration and participation in the Competition in terms of:
  - 1) full names;
  - 2) e-mail address;
  - 3) telephone number;
  - 4) date of birth;
  - 5) country of origin and province of residence of the Candidate or Participant (if applicable);
  - 6) image (if applicable);
  - 7) professional experience;
  - 8) information contained in the CV,
  - 9) information contained in the Personal Development Plan,
  - 10) in the case of minors participating in the Competition, the personal data of their guardian/parent.
- 3. Detailed information on data protection is provided in Annex 2 hereto.

# § 10 Complaints related to the Activities

- 1. The Organiser is obliged to perform the Activities pursuant to the Agreement and is liable for the compliance of the Activities therewith.
- 2. If the Activities are implemented in a manner that does not comply with the agreement, the Candidate or Participant may request that the Activities be restored to compliance therewith.
- 3. In the event of the non-conformity of the Activities with the agreement, the Candidate or Participant may submit a declaration of price reduction (the fee referred to in §4(19) hereof) or withdraw from the agreement subject to the rules specified below.
- 4. The Organiser is liable for any non-conformity of the Activities with the Agreement that existed at the time of delivery and became apparent within two (2) years of that time. The non-conformity of the Activities and the content delivered with the Agreement which became apparent before the expiry of one (1) year (if the complaint is related to digital content or service) or two (2) years (if the complaint is related to other services/products) after the delivery of the Activities or the content, is presumed to have existed at the time of delivery.
- 5. The presumptions set out in paragraph 2 above do not apply if:
  - the digital environment of the Candidate or Participant is not compatible with the technical requirements communicated by the Organiser in a clear and comprehensible manner prior to entering into the Agreement;
  - 2) The Candidate or Participant, notified in a clear and comprehensible manner prior to entering into the Agreement of the obligation to cooperate with the Organiser, to a reasonable extent and using the least onerous technical means, in order to determine whether the non-compliance of the Activities therewith is due to the characteristics of the digital environment of the Candidate or Participant, fails to comply with this obligation.
- 6. In the case of a complaint related to the provision of the Activities, including a request to bring the said Activities into compliance with the Agreement (i.e. a request to provide the Activities or their content or to rectify irregularities preventing or restricting the use of the Activities or their content), the Organiser may refuse to accept the complaint if:
  - 1) not possible for the Organiser to ensure conformity with the Agreement and the Organiser has made this circumstance known in its reply to the complaint, or
  - 2) ensure conformity with the Agreement as requested by the Candidate or Participant requires excessive costs for the Organiser and the Organiser has communicated this circumstance in its reply to the complaint.

- 7. All complaints related to the Competition, subject to provisions connected with personal data processing should be submitted to the Organiser's address in writing, with the annotation "7th iteration of the School of Pioneers" indicated in § 1(13) hereof, or by e-mail to the following address: <u>startup@pfr.pl</u>. As far as possible, the Organiser recommends that electronic complaints are submitted via the mailbox with the address given in the declaration referred to in § 4(18) hereof.
- 8. The complaint should include, in particular:
  - 1) description of the matter to which the complaint pertains, indicating the grounds for the complaint;
  - 2) full name, electronic mail (e-mail) address or postal address for correspondence to which a reply to the complaint is to be sent,
  - 3) reason for the complaint and the date on which the circumstances giving rise to the complaint arose,
  - 4) content of the request from the Candidate or Participant.
- 9. The complaint will be considered and a response on how it has been dealt with will be given without undue delay, no later than fourteen (14) days from the date of delivery of the complaint to the Organiser.
- 10. The Candidate or Participant will be informed of the outcome of the complaint:
  - 1) in writing by means of a traditional letter sent to the postal address indicated by the Candidate or Participant, or
  - by e-mail in the case of a complaint sent by e-mail, unless the Candidate or Participant has indicated in the content of the e-mail any other manner of communicating the processing of the complaint.
- 11.To the extent regulated in the Rules for the provision of services by electronic means, the Candidate or Participant has the right to lodge a complaint in accordance with the rules described in the Rules, with the stipulation that the complaint should be considered within the time limit indicated in paragraph 8 above.
- 12.In the following cases, the Candidate or Participant has the right to withdraw from the Agreement:
  - 1) The Organiser has, in accordance with paragraph 4 above, informed the Candidate or Participant that it is either impossible or requires excessive costs on the part of the Organiser to bring the Activities into conformity with the Agreement,
  - 2) The Organiser has accepted the Candidate's or Participant's complaint but has failed to bring the Activities into conformity with the Agreement within the period provided for in paragraph 8 above,
  - 3) The Organiser has attempted to bring the Activities into conformity with the Agreement and yet the Organiser has still not delivered the Activities or remedied any deficiencies that prevent or restrict using the Activities (i.e. the Activities still do not comply with the Agreement),
  - 4) the lack of compliance with the Agreement is so significant that it justifies the withdrawal from the Agreement without first addressing the complaint to the Organiser on the terms and conditions described herein (complaint concerning the provision of the Activities or the rectification of irregularities preventing or limiting the use of the Activities),
  - 5) The Organiser has informed the Candidate or Participant that it will not bring the Activities into conformity with the Agreement within the stipulated timeframes or without undue inconvenience to the Candidate or Participant.
- 13.In the cases referred to in paragraph 10 above, it is sufficient to send a declaration of withdrawal from the Agreement to the Organiser in writing or electronically to the e-mail address <u>startup@pfr.pl</u>.
- 14.PFR does not provide any additional guarantee for the services provided under the Agreement, including in particular the guarantee for participation in the Activities.

# § 11 Right of withdrawal from the Agreement for the Candidates or Participants

- 1. The Candidate or Participant has a statutory right to withdraw from the Agreement pursuant to the Act.
- 2. The Candidate or Participant who has entered into the Agreement with the Organiser may withdraw from the Agreement within fourteen (14) days without giving any reason and without incurring any costs.
- 3. The period for the withdrawal from the Agreement starts from the date of entering into the Agreement.
- 4. The Candidate or Participant may withdraw from the Agreement by submitting a declaration of withdrawal to the Organiser. Sending the declaration before the deadline is sufficient to meet the deadline.
- 5. The declaration of withdrawal from the Agreement may be submitted on the form whose model is attached as Annex 4 hereto, by sending an e-mail to: <a href="mailto:startup@pfr.pl">startup@pfr.pl</a> or in writing to the Organiser's address.
- 6. The Organiser is to immediately send the Candidate or Participant an acknowledgement of receipt of the withdrawal declaration by e-mail.

# § 12 Effects of withdrawal from the Agreement by the Candidate

- 1. In the event of withdrawal from the Agreement, the Agreement will be deemed not to have been entered into.
- Subject to the provisions of Article 43o(5) of the Act, the Organiser will reimburse the Candidate all payments made by the Participant Candidate immediately, but no later than within fourteen (14) days of receipt of the Candidate's declaration of withdrawal from the Agreement.
- 3. Refunds will be made using the same method of payment used by the Candidate, unless the Candidate has expressly agreed to a different method of refund that does not cause any costs to be incurred by the Candidate.

# § 13 Cancellation of the Activities

- 1. The Organiser is entitled to cancel the Activities and withdraw from the Agreement in the event that the Agreement is not entered into by at least fifteen (15) Candidates. The Organiser is entitled to exercise the above entitlement up to seven (7) days prior to the commencement of the Activities.
- 2. In the situation indicated in paragraph 1 above, the Organiser will inform the Candidate of the above in an e-mail (including a corresponding declaration of withdrawal from the Agreement). The provisions of § 12(1), (2), (3) hereof apply accordingly.

# § 14 Force majeure

 The Organiser will not be held liable for delays or interruptions in conducting the Activities or for failing to conduct the Activities as a result of force majeure, construed as an external event, unforeseeable with due diligence, over which the Organiser has had no influence and whose effects could not be prevented, resulting in delays or interruptions in conducting the Activities or inability to conduct them in whole or in part. Events of Force Majeure include, in particular, failure or interruption of the electricity or Internet supply, sudden illness of the person conducting the Activities, as well as natural disasters and other events related to natural forces, earthquakes, floods, war and acts of war, riots, acts of terrorism, radioactive contamination ("Force Majeure").

- 2. In the event of a Force Majeure condition, the Organiser will immediately notify the Candidate or Participant of the Force Majeure condition and its causes in an e-mail.
- 3. In the event that the Activities are not held due to Force Majeure, the Organiser will determine another date for the Activities, in which case the Candidate will be entitled to withdraw from the Agreement and cancel the purchase of the Activities within seven (7) days of the notification referred to in paragraph 2 above, and the Organiser will refund the price of the Activities, if paid by the Participant, within the time and in the manner indicated in § 12 (2)-(3) hereof.

# § 15 Termination of the Agreement

- 1. The Organiser may terminate the Agreement by giving two (2) weeks' notice of termination if any of the following valid reasons occur:
  - amendments to generally applicable legal provisions having a direct impact on the Organiser's activities and necessitating a change within the scope or termination of its operations;
  - issuance of a judgement or decision by a court or an authorised public authority as regards the Organiser's activities and resulting in the need to modify, suspend or terminate them;
  - 3) introduction of other activities of the Organiser in place of the Activities.
- 2. The Organiser may terminate the Agreement with immediate effect if any of the following valid reasons occur:
  - 1) breach of the Rules and Regulations by the Candidate or Participant,
  - 2) violation by the Candidate or Participant, as regards participation in the Activities, of a provision of law or rights of other individuals.
- 3. The termination of the Agreement by the Organiser in each case is to be effected by sending a statement of termination of a specific Agreement to the e-mail address of the Candidate or Participant indicated in the Application Form or the declaration of participation in the Programme referred to in § 4(18) hereof or by making a statement to the Participant in any other manner.
- 4. In the event of termination of the Agreement by the Organiser, the Organiser will return to the Participant the payments made in proportion to the extent to which the Programme was not conducted.
- 5. The Candidate or Participant has the right to terminate the Agreement at any time by giving two (2) weeks' notice. If the Participant incurs the fee referred to in § 4(19) hereof, it will be reimbursed on a pro-rata basis, i.e. taking into account the value of the activities and materials the Participant has used or received during participation in the Programme.

## § 16 Final provisions

- 1. The Competition is not a lottery or other game of chance within the meaning of the Polish Gambling Act of 19 November 2009 (Polish Journal of Laws of 2023, item 227).
- 2. The Organiser reserves the right to modify the provisions hereof for important reasons unknown on the date of the announcement hereof or reasons beyond the Organiser's control (in particular force majeure) which necessitate modifying the provisions hereof, in particular in order to ensure the proper conduct of the Competition (including the Programme) or in the event of a change to applicable legislation, a change to the type and scope of services offered by the Organiser, a change to terms and conditions of their provision, including a change to the procedure for the purchase of Activities. An amendment hereto requires an e-mail to be delivered to the Candidate or Participant informing them of the planned changes at least seven (7) days before the changes come into effect. An amendment hereto must not adversely affect

the terms and conditions of participation in the Competition. An amendment hereto does not affect the rights acquired by the Candidate or Participant prior to the amendment hereto. If the Candidate or Participant does not accept the amended Regulations, the Candidate or Participant may – before the amended Regulations come into force – terminate the agreement with immediate effect, without notice.

- 3. In matters not covered hereunder, the applicable provisions of Polish law apply accordingly.
- 4. Disputes related to and arising from the Rules and Regulations will be resolved by a court of competent jurisdiction.
- 5. The Organiser will endeavour to resolve any disputes related to and arising from these Rules and Regulations amicably.
- As for the Candidates and Participants, it is possible to resolve disputes arising electronically via the European Union's online ODR platform (platform address: <u>http://ec.europa.eu/consumers/odr/</u>), which allows for the submission of complaints and claims.
- 7. The Candidates and Participants are also entitled to seek the assistance of a consumer ombudsman or non-governmental organisations acting on behalf of consumers, and may also apply to the permanent amicable consumer court operating at the Provincial Inspectorate(s) of Trade Inspection (address of the website providing detailed information on this subject: www.uokik.gov.pl).
- 8. Information about the Competition (and the Programme) is provided by Polski Fundusz Rozwoju S.A. as the Organiser telephone +48 800 800 120 or +48 22 703 43 00, e-mail: <u>startup@pfr.pl</u>.
- 9. The Rules and Regulations in the version currently applicable are available at: <u>https://pfrsa.pl/szkolapionierow.html</u> or <u>https://pfrsa.pl/en/pfr-school-of-pioneers.html</u> in such a manner that they can be stored and reproduced several times in the ordinary course of business.
- 10. The Organiser is not bound by any of the codes of good practice referred to in Article 2(5) of the Act of 23 August 2007 on counteracting unfair market practices.
- 11. The following annexes form an integral part hereof:
  - 1) Annex 1 Scoring criteria for the evaluation of teams during the Demo Day and Final Gala.
  - 2) Annex 2 Information obligation concerning the processing of personal data,
  - 3) Annex 3 Grant Agreement (model) with an annex,
  - 4) Annex 4 Model declaration of withdrawal.
  - 5) Annex 5 Parental consent for a minor to participate in the programme.

Scoring criteria for the evaluation of teams during the Demo Day and Final Gala.

Criteri on	1. Substantive value of the project (0-9)			2. Business value of the project (0-9)		
Aspect assess ed	Degree of innovation of the solution and how it fits into the thematic framework (0-3)	Presentation of the needs and problems addressed by the proposed solution (0-3)	Provision of a complete and understandabl e description of the solution and its basic functionalities (0-3)	Identificati on of the solution's target market and its specifics (0-3)	Identificati on of how to generate revenue from the solution and how to scale and expand into other markets (0-3)	Proposal for the composition of the team dedicated to the implementati on of the project – from the point of view of posts and competences (0-3)
0 points	The solution duplicates those already on the market or fails to meet UN Sustainabl e Developm ent Goal 3	The Team did not present the problem it addresses	The Team did not provide a description and functionality of the solution	The Team did not present a target market	The Team did not specify how revenue would be generated	The composition of the Team was not provided
1 point	The solution largely duplicates those available on the market and does little to meet UN Sustainabl e Developm ent Goal 3	The description of the problem is incomprehensi ble	The description of the solution is incomprehensi ble	The target market is presented in general terms	The business model requires significant changes to revenue generation	The composition of the Team was presented, but it does not have the competence to implement the project
2 points	The solution has some competitiv e	The description of the problem is understandabl e to the extent	The description of the solution is understandabl e to the extent	The definition of the target market	The business model needs minor	The Team has the core competencie s to implement

	advantages and clearly addresses UN Sustainabl e Developm ent Goal 3	that a deeper market analysis is required (the problem is presented as incomplete)	that its functionality needs to be clarified	indicates the understandi ng of its specifics	changes for revenue generation, scaling and expansion	the project
3 points	The solution has no competitio n (blue ocean) or is particularly innovative compared to its competitor s and is focused around the achieveme nt of UN Sustainabl e Developm ent Goal 3	The team presented a problem indicating its understanding preceded by quantitative or qualitative analysis	The description of the solution is complete and understandabl e	The definition of the target market indicates an in-depth understandi ng of its specifics	The business model enables revenue generation, easy scalability and expansion	The team is additionally aware of the need to acquire additional competences (e.g. extension of the team, advisory board) and has specific plans to do so

Criterion	3. Quality and presen prepared presentatio		4. Answer to the question asked by the Committee (0-6)		
Aspect assessed	Quality of the presentation prepared (0-3)	Quality of the oral presentation (0-3)	Relevance of the answer (0-3)	How to solve the problem presented by the Committee (0-3)	
0 points	The Team did not provide a presentation or it is unclear	The speaker did not discuss the presentation (did not know the content of the presentation)	The Team did not give an answer	The Team did not propose a solution	
1 point	The presentation includes the basic elements of a pitch deck with graphical elements (diagrams / designs / photographs)	The speaker reads the content of the presentation from slides or uses keywords	The Team gave an evasive answer	The Team proposed a solution indicating gaps in the understanding of the problem	
2 points	The pitch deck presentation	The speaker discussed the	The Team gave an accurate answer using	The Team proposed a	

	includes a coherent layout	presentation with elements of storytelling	the data from the presentation	relevant solution to the extent that could be implemented partly
3 points	The pitch deck presentation includes a coherent layout in high quality or interactive elements	The speaker discussed the presentation in the form of coherent and engaging storytelling	The Team gave an accurate answer extending the data from the presentation	The Team proposed a relevant and creative solution to the extent that could be implemented

# **INFORMATION OBLIGATIONS CONCERNING THE PROCESSING OF PERSONAL DATA**

In accordance with Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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), we would like to inform you of what follows:

# 1. DATA CONTROLLER

The Controller of your personal data is the Organiser, that is Polski Fundusz Rozwoju S.A., with its registered office in Warsaw, ul. Krucza 50, 00-025 Warsaw, hereinafter referred to as the "Controller."

# 2. CONTACT DETAILS

In matters related to the processing of your personal data and your related rights, you can contact the Controller by e-mail to: <u>iod@pfr.pl</u> or in writing to the address of the Controller's registered office indicated in Section 1 above.

## 3. PURPOSES OF AND LEGAL BASIS FOR PROCESSING

Your data will be processed for the purpose of registration and participation in the Competition under the terms and conditions specified in the regulations of the 7th iteration of the "PFR PIONEERS' SCHOOL"

- a) Article 6(1)(a) GDPR in relation to Article 81 of the Act of 4 February 1994 on Copyright and Related Rights consent of the data subject for image processing;
- b) Article 6(1)(b) GDPR when the processing is requisite for the performance of an agreement to which the data subject is a party. The agreement is entered into by sending an Application Form pursuant to § 3 hereof,
- c) Article 6(1)(c) GDPR when processing is necessary for the fulfilment of a legal obligation incumbent on the Controller, including obligations under the Accounting Act
- d) Article 6(1)(f) GDPR, for the purposes of the legitimate interests pursued by the controller, in particular for the handling of complaints as referred to in § 11 hereof, as well as the defence against potential claims.

Your personal data, if you tick the relevant boxes, will be processed in order to receive marketing communications from PFR S.A., including information about planned conferences and training courses. The basis for the processing will be, depending on the communication channel, your consent given pursuant to: 1) Article 10 in relation to Article 4 of the Act of 18 July 2002 on the provision of services by electronic means, 2) Article 172 in relation to Article 174 of the Act of 16 July 2004 on the Telecommunications Law and Article 6(1)(a) of the GDPR, i.e. voluntary <u>consent</u> expressed by ticking the relevant boxes.

# 4. DATA RETENTION PERIOD

Your personal data will be stored until the legal basis for its processing expires.

# **5. DATA RECIPIENTS**

The personal data of the Winners of the competition and those collecting the prizes may be passed on to the prize funders in order to complete the formal requirements for receiving the prizes. The recipients of your personal data may also be authorised public authorities and entities providing services on behalf of the Controller under agreements executed.

## 6. DATA TRANSFER OUTSIDE THE EEA

Your personal data will not be transferred to recipients located in countries outside the European Economic Area.

# 7. RIGHTS OF THE DATA SUBJECT

You have the right to:

- a) access your personal data and request a copy thereof,
- b) rectify your personal data,
- c) transfer your personal data (portability),
- d) request that the processing of your data be restricted,
- e) have your data erased if no other purpose of the processing is pursued
- f) withdraw your consent to data processing, which does not, however, affect the compatibility of the processing on the basis of such a consent.

To the extent that the processing of your personal data is based on your consent as the data subject, you have the right to withdraw your consent at any time without affecting the lawfulness of the processing based on your consent prior to its withdrawal.

To the extent that the processing of your personal data is based on a legitimate interest of the Controller, you have the right to object to the processing of your personal data.

In order to exercise the rights mentioned above, do not hesitate to contact the Controller. The contact details are indicated in Section 2 above.

## 8. RIGHT TO LODGE A COMPLAINT

You also have the right to lodge a complaint to the supervisory authority, i.e. the **President of** the **Office for Personal Data Protection**, ul. Stawki 2, 00-193 Warsaw

## 9. INFORMATION ON AUTOMATED DECISION-MAKING, INCLUDING PROFILING

Your personal data, will not be processed by automated means, including profiling.

Annex 3

# Grant Agreement (model) with annex

**Grant agreement** 

entered into on \_\_\_\_\_ in Warsaw

by and between:

**Polski Fundusz Rozwoju Spółka Akcyjna**, with its registered office in Warsaw, ul. Krucza 50 (00-025 Warsaw), entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under KRS: 0000466256, with a share capital of PLN 11,475,907,779.00 (fully paid up), NIP: 7010374912, REGON: 146615458 (hereinafter referred to as "**PFR**"), represented by:

\_\_\_\_\_

and

\_\_\_\_, domiciled at \_\_\_\_\_

\_\_\_\_, domiciled at \_\_\_\_\_

## (hereinafter collectively referred to as the "Winners");

collectively referred to as the Parties or individually as a Party;

## Whereas:

1) PFR is the organiser of the 7th iteration of the "PFR School of Pioneers" (the "Competition");

2) The winners have been awarded the Final Prize for taking \_\_ place in the Competition

The parties are willing to enter into the following agreement (the "Agreement"):

# § 1

- 1. PFR agrees to pay the Winners the financial prize for taking no. \_\_\_\_ place in the ranking of projects as part of the Final Gala under the terms and conditions specified herein.
- 2. The Laureates jointly and severally undertake to comply with the provisions hereof.
- 3. Each of the Laureates will receive the financial prize in the amount of PLN \_\_\_\_\_\_ (say: PLN \_\_\_\_\_\_) together with an additional cash prize of 11.11 % of the value of the above financial prize (hereinafter collectively referred to as the "Financial Prize"), with the stipulation that PFR, as the payer of the 10% flat-rate income tax on natural persons from the prizes granted in the Competition pursuant to Article 41(4) of the Act of 26 July 1991 on Personal Income Tax, will deduct the amount due from the Financial Prize and transfer it to the appropriate

Tax Office as tax referred to in Article 30(1)(2) of the aforementioned Act, to which each Laureate agrees.

# § 2

- 1. The Financial Prize will be paid to the Laureates as follows:
  - 1) The first part of the prize representing 50% of the Financial Prize will be paid upon demonstration of the fulfilment of Milestone 1: \_\_\_\_\_\_(content of the milestone):
    - Action 1,
    - Action 2,
    - Action 3,
    - Action 4,

The document confirming the fulfilment of the Milestone will be \_\_\_\_\_ (accounting invoices, a report generated from social media and a copy of the letter of intent from the investor, etc.).

- 2) The second part of the reward representing 50% of the Financial Prize will be paid upon demonstration of the fulfilment of Milestone 2: \_\_\_\_\_ (content of the milestone):
  - Action 1,
  - Action 2,
  - Action 3,
  - Action 4,

The document confirming the fulfilment of the Milestone will be \_\_\_\_\_ (accounting invoices, a report generated from social media and a copy of the letter of intent from the investor, etc.).

- 2. Upon the positive verification of the fulfilment of the Milestone by the PFR, the Laureates declare their acceptance of the prize they will receive within fourteen (14) days of the above statement.
- 3. The Laureates indicate the bank account number for the transfer of tranches of the Financial Prize:
  - Full name, account number \_\_\_\_\_\_
  - Full name, account number \_\_\_\_\_\_
- 4. The Laureate(s) may not, without the prior written consent of the PFR, under the pain of nullity, transfer the rights or obligations hereunder to a third party.

# § 3

- PFR would like to inform you that it is the controller of the Laureates' personal data within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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) ("GDPR").
- 2. In order to implement the Agreement, PFR will make the necessary data available to the persons responsible for the proper execution of the Agreement, ensuring compliance with Article 6(1)(f) of the GDPR, i.e. when the processing is necessary for purposes deriving from the legitimate interests pursued by the controller or by a third party.
- 3. The PFR's information obligation under the GDPR is attached in Annex 1 hereto.

 Declarations, notices, summons and submissions related to the performance hereof, which are not required hereunder and under generally applicable legal provisions to be made in writing may be made by and between the Parties in documentary form using the Parties' e-mail boxes. For the purposes of the communication referred to in the preceding sentence, the Parties below provide the e-mail addresses of their coordinators:

1) on the part of PFR:	, e-mail:@pfr.pl		
2) on the part of the Laureates:	, e-mail:,		
	, e-mail:		

- 2. The Parties undertake to notify any change of the coordinator, correspondence address and e-mail address. A change of addresses of a Party is effective from the date of the effective delivery of notice of such a change to the other Party and does not require an amendment hereto. Failure to notify the change will result in the letter being deemed to have been delivered to the previous address.
  - § 5
- 1. The Agreement enters into force on the date of signature by the last of the Parties.
- 2. Matters not provided for herein are governed by generally applicable provisions of Polish law.
- 3. The Parties will use their best endeavours to resolve any disputes that may arise in relation to the implementation hereof by mutual agreement and understanding. In the event that a dispute arising cannot be resolved in the manner specified above, it is to be dealt with by the competent Polish common court.
- 4. Any amendments hereto must be made in writing or will be null and void otherwise.
- 5. The Agreement has been drawn up in [...] same counterparts, one for each Party.
- 6. The following annexes form an integral part hereof:
  - 1) Information obligation concerning the processing of personal data.

PFR

Laureates

# Annex 1 to the Grant Agreement

# **INFORMATION OBLIGATION CONCERNING PERSONAL DATA PROCESSING**

In accordance with Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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), we would like to inform you of what follows:

### 1. DATA CONTROLLER

The Controller of your personal data is **Polski Fundusz Rozwoju S.A.**, with its registered office in Warsaw, ul. Krucza 50, 00-025 Warsaw, hereinafter referred to as the "Controller."

### 2. CONTACT DETAILS

In matters related to the processing of your personal data and your related rights, you can contact the Controller by e-mail to: <u>iod@pfr.pl</u> or in writing to the address of the Controller's registered office indicated in Section 1 above.

### 3. PURPOSES OF AND LEGAL BASIS FOR PROCESSING

Your data will be processed pursuant to:

- a. Article 6(1)(b) GDPR when the processing is necessary for the performance of an agreement to which the data subject is a party,
- b. Article 6(1)(c) GDPR when processing is necessary for the fulfilment of a legal obligation incumbent on the Controller, including obligations under the Accounting Act
- c. Article 6(1)(f) GDPR, for the purposes of the legitimate interests pursued by the Controller, in particular the assertion of or defence against potential claims.

#### 4. DATA RETENTION PERIOD

Your personal data will be stored until the legal basis for its processing expires.

#### **5. DATA RECIPIENTS**

The recipients of your personal data may be authorised public authorities and entities providing services to the Controller under agreements entered into.

#### 6. DATA TRANSFER OUTSIDE THE EEA

Your personal data will not be transferred to recipients located in countries outside the European Economic Area.

#### 7. RIGHTS OF THE DATA SUBJECT

You have the right to:

- a) access their personal data and request a copy thereof,
- b) rectify their personal data,
- c) request that the processing of their data be restricted,
- d) have their data erased if no other purpose of the processing is pursued,
- e) withdraw your consent to personal data processing, which does not affect the compatibility of the processing based on such a consent. You may withdraw your consent at any time.

To the extent that the processing of your personal data is based on the Controller's legitimate interest, you have the right to object to the processing of your personal data.

In order to exercise the rights mentioned above, do not hesitate to contact the Controller. The Contact details are indicated in point 2 above.

#### 8. Right to lodge a complaint

You also have the right to lodge a complaint to the supervisory authority, i.e. the **President of** the **Office for Personal Data Protection**, ul. Stawki 2, 00-193 Warsaw

#### 9. INFORMATION ON AUTOMATED DECISION-MAKING, INCLUDING PROFILING

Your personal data, will not be processed by automated means, including profiling.

# Annex 4

# **MODEL WITHDRAWAL FORM**

(this form must be completed and returned only if you wish to withdraw from the agreement)

- Addressee: Polski Fundusz Rozwoju S.A., with its registered office in Warsaw, ul. Krucza 50, 00-025 Warsaw, e-mail: <u>startup@pfr.pl</u>

- I/We<sup>(\*)</sup> hereby give notice<sup>(\*)</sup> of my/our withdrawal from the agreement of sale of the following goods<sup>(\*)</sup> / agreement for the supply of the following goods<sup>(\*)</sup> / agreement for the provision of the following services<sup>(\*)</sup>

- Date of entering into the  $agreement^{(*)}/receipt^{(*)}$
- First and last names of consumer(s)
- Address of consumer(s)
- Bank account number for refund (\*\*)
- Signature of consumer(s) (only if the form is sent on paper)
- Date
- <sup>(\*)</sup> Delete as appropriate.

<sup>(\*\*)</sup> if the consumer does not provide an account number for the refund, the refund will be made to the bank account from which the payment was made<sup>.</sup>

Annex 5 Warsaw, on ..... 2024

### CONSENT

# FOR YOUR CHILD TO PARTICIPATE IN THE PIONEERS' SCHOOL COMPETITION INCLUDING PARTICIPATION IN THE TRIPS INCLUDED IN THE COMPETITION

We, the undersigned:

1) .....

(full name, number and series of identity card of the legal representative, contact telephone number),

2) .....

(full name, number and series of identity card of the legal representative, contact telephone number),

being legal representatives of ...... (full name, number and series of identity card of the Candidate),

hereby consent to our child's participation in the 7th iteration of the School of Pioneers organised by Polski Fundusz Rozwoju S.A., with its registered office in Warsaw (KRS: 0000466256) ("**PFR**"), which consists of:

- Opening Gala, planned to be held on 2 September 2024.

- Integration and development bootcamp, planned to be held: from 3 September 2024 to 5 September 2024 in the Czech Republic;

- business workshops combined with an overseas networking trip planned to be held in the Czech Republic from 5 to 7 September 2024

- business workshop planned to be held in Warsaw, Poland from 16 to 20 September 2024,

- masterclasses in an online format planned to be held from 21 September to 24 October 2024.

- mentoring sessions planned to be held in an online format from 21 September to 21 November 2024.

- Demo Day in online format planned to be held on 25 October 2024

- Final Gala planned to be held on: 22 September 2024.

At the same time:

1) We represent that in the event of any damage caused by our child during the aforementioned events, we undertake to make good such damage and to provide appropriate compensation,

2) We agree that during the above trips our child will be in the temporary care of persons designated by the Organisers.

# **INFORMATION OBLIGATION CONCERNING PERSONAL DATA PROCESSING**

Pursuant to Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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), we would like to inform you of what follows:

### 1. DATA CONTROLLER

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### 2. CONTACT DETAILS

In matters related to the processing of your personal data and your related rights, you can contact the Controller by e-mail to: <u>iod@pfr.pl</u> or in writing to the address of the Controller's registered office indicated in Section 1 above.

### 3. PURPOSES OF AND LEGAL BASIS FOR PROCESSING

Your data will be processed on the basis of Article 6(1)(a) of the GDPR – in relation to the consent given for your child's participation in the "PFR PIONEERS' SCHOOL" competition and on the basis of Article 6(1)(f) of the GDPR, for purposes arising from the legitimate interests pursued by the Controller, in particular for contacting the legal guardian.

Such personal data of the child will be processed for the purpose of participation in the Competition under the terms and conditions specified in the regulations of the 7th iteration of the "PFR PIONEERS' SCHOOL,"

#### - 4. DATA RETENTION PERIOD

Your personal data will be stored until the expiration of the legal basis for its processing.

#### **5. DATA RECIPIENTS**

The recipients of your personal data may be authorised public authorities and entities providing services to the Controller under agreements executed.

#### 6. DATA TRANSFER OUTSIDE THE EEA

Your personal data will not be transferred to recipients located in countries outside the European Economic Area.

#### 7. RIGHTS OF THE DATA SUBJECT

You have the right to:

a) access your personal data and request a copy of thereof,

(b) rectify your personal data,

c) request the restriction of the processing of your data,

d) delete your data if no other purpose of the processing is pursued.

e) withdraw your consent to personal data processing, which does not affect the compatibility of the processing based on such a consent. You may withdraw your consent at any time.

To the extent that the processing of your personal data is based on the Controller's legitimate interest, you have the right to object to the processing of your personal data.

In order to exercise the rights mentioned above, do not hesitate to contact the Controller. The Contact details are indicated in point 2 above.

#### 8. Right to lodge a complaint

You also have the right to lodge a complaint to the supervisory authority, i.e. the **President of** the **Office for Personal Data Protection**, ul. Stawki 2, 00-193 Warsaw

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Your personal data, will not be processed by automated means, including profiling.