

## MinFinTech Competition Rules

### **§ 1. General Provisions**

1. The rules of the MinFinTech competition (hereinafter referred to as the "Regulations") define the terms and conditions of participation in the MinFinTech competition (hereinafter referred to as the "Competition"), the participants of the HackYeah conference, which shall take place in Tauron Arena Kraków at ul. Stanisława Lema 7, 31-571 Kraków) on 28-29 October 2017 (hereinafter referred to as the "Hackathon"), as well as rules of the Competition and rules of awarding the prizes.
2. The organizer of Hackathon is PROIDEA sp. z o.o. with registered office in Kraków (address: ul. Łabędzia 9, 30-651 Kraków), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS number: 0000448243, REGON: 122769022, NIP: 6793088842.
3. The Organizer and Sponsor of the Competition, within the meaning of the Hackathon Regulations, is the State Treasury - Ministry of Finance with its registered office in Warsaw, address: ul. Świętokrzyska 12, 00-916 Warsaw (hereinafter referred to as "the Organizer"). An additional sponsor of the Competition, within the meaning of Hackathon regulations, is the State Treasury - Ministry of Development with its registered office in Warsaw, address: Plac Trzech Krzyży 3/5, 00-507 Warsaw.
4. To the extent not provided for in the Regulations, the provisions of the Hackathon Regulations, published on the website [www.hackyeah.pl](http://www.hackyeah.pl) shall apply.

### **§ 2 Duration of the Competition**

1. The Competition begins at 12:00 on 28 October 2017 and shall end 24 hours later.
2. In the case all Competition participants solve the task before the expiry of the stipulated time, the duration of the Competition may be shortened.

### **§ 3 Terms and conditions for participation**

1. The Competition is addressed to individuals, participants of Hackathon conference present at Tauron Arena Kraków, who, at the day of the Competition, are 18 years old and have full legal capacity (specimen declaration provided in Attachment no.1 point 1 of the Regulations).
2. Prior to entering the Competition, the participants should read the Terms and Conditions.
3. Participation in the Competition is equivalent to the acceptance of the Regulations (the specimen of the declaration provided in the Attachment No. 1 point 2 of the Regulations) by the Competition participant and the Participant's obligation to observe the Regulations. Each individual Competition participant or Competition participants - team members shall be obliged to accept the Declaration available on [MinFinTech.gov.pl](http://MinFinTech.gov.pl). which contains information conforming to the specimen form provided in Attachment no. 1 to the Regulations.
4. Entry into the Competition takes place by completing and accepting by the individual participant, and in the case of a Team - members of the Team, the application form available on [MinFinTech.gov.pl](http://MinFinTech.gov.pl), which contains information conforming to the specimen form provided in Attachment no. 2 to the Regulations.
5. Non-acceptance of the Declaration referred to in paragraph 3, shall terminate the application procedure referred to in paragraph 4, and makes it ineffective.

#### **§ 4 Course of the Competition**

1. The Competition consists in solving the task presented by the Organizer on [MinFinTech.gov.pl](http://MinFinTech.gov.pl). The task shall be available to Competition participants at 12:00 on the day of beginning the Competition i.a. 28 October 2017.
2. The starting point of the Competition is the ceremonial opening of the Competition by the Organizer's representative. Only from that moment it is possible to get acquainted with the content of the task and to start solving it.
3. After reviewing the task, Competition participants have a maximum of 24 hours to solve it within the period specified in § 2 paragraph 1.

4. The organizer provides unlimited seats for the Competition participants. The Organizer reserves the right to limit the number of places for the participants of the Competition for logistical reasons without giving reasons.
5. The Competition Organizer does not provide participants with computer desks or portable computers.
6. Participants may participate in the Competition individually or in teams of no more than 6 persons.
7. The task is implemented in an open formula (there is no one correct solution), and the solution designs submitted by Competition participants or the Teams are judged by the Jury appointed by the Organizer.
8. Solution designs submitted by Competition participants or Teams shall be forwarded to the Organizer for evaluation at the latest by 12:00 on 29 October 2017 in the form specified by the Organizer on a dedicated website, which shall present the content of the task.

#### **§ 5 Rules of evaluation of the competition task**

1. Prizes in the Competition shall be awarded to individual participants or Teams whose Competition tasks are ranked as the best by the Jury appointed by the Organizer. The Judging panel shall be announced on the Hackathon website ([www.hackyeah.pl](http://www.hackyeah.pl)) at the latest on the day of beginning of the Competition.
2. The Judging panel shall include representatives of the Organizer, the Ministry of Development and representatives of Aplikacje Krytyczne Spółka z o.o.
3. Members of the Jury, before proceeding with the assessment of the task, shall elect from among themselves the chairperson, provided that it shall be one of the representatives of the Organizer.
4. The decisions of the Jury are adopted by majority vote. If the number of votes is distributed, the Jury Chairman's decision is binding.
5. The Jury evaluates the solution of the task being the subject matter of the Competition submitted by Competition participants or the Teams on a scale of 0 to 100 points, taking into account the following evaluation criteria:

- degree of problem solution: score from 0 to 40 points, evaluation shall be made using the algorithm implemented in the web application available at the address given in the task. The evaluation criteria shall take into account quantitative and qualitative elements of the reported results.
  - innovativeness of applied solutions: score from 0 to 20 points. Scoring shall be given for an innovative approach to the issue in both the technological and business sense.
  - solution architecture: score from 0 to 20 points. Scoring shall take into account the evaluation of components such as system composition, scalability, flexibility with respect to different data sources.
  - possibility to implement the system in a production environment: score from 0 to 20 points. The scoring criteria shall include issues related to application monitoring, performance, accountability, portability.
6. The maximum number of points that can be awarded for solving the task is 100.
  7. The work of the participants shall be observed by the Mentors appointed by the Organizer who shall work as source of knowledge in the field presented in the task.

The Jury may take into account the opinion of the Mentors in the formulation of the verdict and awarding the prizes.
  8. The scope of knowledge of Competition participants in the field of economics and tax law, as well as their knowledge of the financial system, are not subject to the Jury's assessment.
  9. Competition Participants undertake to perform the task which is the subject matter of the Competition with due care and in close cooperation with Mentors and the Organizer.
  10. Competition Participants must not, under the pain of immediate exclusion from the Competition, attempt to access the content of the Competition task prior to the beginning of the Competition.
  11. The Organizer has the right to exclude a participant from the Competition if it is found that the participant has violated the Terms & Conditions, the Hackathon

Rules, or is suspected of violating the rules of the Common Law. In case of suspected breach of the law, the Organizer shall notify the law enforcement agency and Hackathon organizer.

12. Vulgar behavior towards other participants and participating in the Competition under influence of alcohol or drugs is forbidden.

### **§ 6 Announcement of the results. Prizes**

1. Competition results shall be announced on 29 October 2017 at 2:00 p.m. Information regarding the Competition results shall also be published on [MinFinTech.gov.pl](http://MinFinTech.gov.pl). Additionally, the winners of the Competition shall be notified of the results by e-mail (to the e-mail address given in the application form).
2. Three winners shall be selected. Winners may be individual participants or Teams.
3. Prizes in the Competition:
  - 1) for the 1st place - 30,000 PLN net (after tax)
  - 2) for the 1st place - participation in the "Web Summit" Conference in Lisbon on 6-9 November 2017 (the Ministry of Development is the sponsor of the participation in the Web Summit conference in Lisbon).
  - 3) for the 2nd place - 20,000 PLN net (after tax)
  - 4) for the 3rd place – 10.000 PLN net (after tax)
4. In addition, the Organizer may award distinction titles to chosen participants, and they shall also receive prizes from the Hackathon Organizer under the rules set forth in the Hackathon Regulations.
5. The number of prizes indicated in paragraph 3 points 1, 3, 4 were reduced by a flat-rate income tax of 10% of the prize value, in accordance with the provisions of the Personal Income Tax Act of July 26, 1991 (Journal of Laws of 2016, item. 2032 as amended).
6. The prize for winning the competition is participation in the "Web Summit" conference in Lisbon, which takes place on 6-9 November 2017. The prize for

each member of the winning Work Group (composed of up to six people) includes:

- 1) admission to the “Web Summit” conference on 6-9 November 2017 in Lisbon,
  - 2) air tickets on the route Warsaw-Lisbon and Lisbon-Warsaw (with any transfers),
  - 3) accommodation in single room - 4 nights at the hotel with breakfast.
  - 4) care of the trip coordinator.
  - 5) the Sponsor of the prize (Ministry of Development), referred to in paragraph 3 point 2 shall pay a tax of 10% of the prize value
  - 6) the prize does not include: transfer of the Competition winner to the airport in Warsaw and return from Warsaw to the place of residence, vaccination, baggage charges, personal expenses, transfers airport - hotel, hotel - airport, dinners, tourist insurance.
  - 7) the Winner of the Competition shall be responsible for any damages caused by him during the trip.
7. In the event that any of the prizes referred to in paragraph 3 points 1, 3, 4 are won by a Team referred to in § 4 sec. 6, the prize shall be distributed proportionately and paid to each member of the Team on bank accounts indicated by individual members of the Team in the amount representing the amount of prize and the number of members of the winning Team.
8. The prizes shall not be awarded if the solutions presented by the Competition participants or the Teams do not receive at least 50% of the maximum points specified in § 5 paragraph 6 i.e. 50 points.
9. The condition to issue the prize to the winners of the Competition is to provide the organizer, upon his request, to the postal address or in person, with the data necessary to issue the prize and the data necessary for the Organizer to perform the duties of the payer of income tax, in respect of the prizes received by the Participants, such as: name, address, bank account number, ID card, date of birth, PESEL number, NIP number. Moreover, the participants must indicate the tax office appropriate for place of residence.

10. Cash prizes shall be transferred to the bank accounts indicated by the winners within 14 calendar days of the date of providing the Organizer with the data necessary for awarding the prize by individual participants, and in the case of teams by all Team members.
11. Winners' tax settlement shall be made by the Organizer.
12. In addition to awarding the prizes referred to in paragraph 3, the Organizer reserves the right to invite selected participants of the Competition to a competition organized by him that shall take place independently of Hackathon, if such competition is organized. The Organizer of this competition shall be the Ministry of Finance and the Aplikacje Krytyczne Spółka z o. o.

### **§ 7 Copyrights**

1. Under the terms described in Section VIII "Copyrights" of the Hackathon Regulations and in accordance with article 921 § 3 of the Civil Code (i.e. Journal of Laws of 2017, item 459), individual Competition participant or Competition participants - members of the Teams, who receive the prizes indicated in § 6 paragraph 3, at the time of issue of these prizes, transfer their economic copyrights to works constituting the solution of the subject matter of the Competition in the fields of exploitation indicated in Section VIII "Copyrights" of the Hackathon Regulations to the State Treasury – Ministry of Finance.
2. The Organizer requires that the individual Competition participants or Competition participants - members of the Teams, who shall receive the prizes indicated in § 6 paragraph 3, before the issue of the prizes, conclude with the Organizer, subject to the terms of the paragraph 1, written agreements confirming the transfer of the economic copyrights to the works that constitute the winning solutions to the task being the subject matter of the Competition to the Organizer. The specimen agreement is set out in Attachment no. 3 to the Regulations, and the specimen declaration obliging to conclude the written agreement with the Organizer is provided in Attachment no. 1 point 7 to the Regulations.
3. The place of concluding the agreements referred to in paragraph 2, shall be the seat of the Organizer or Tauron Arena Kraków address: ul. Stanisława Lema 7, 31-571 Kraków.

4. Refusal to conclude the agreement referred to in paragraph 2 by individual Competition participant or the Competition participants - members of the Teams makes it impossible for the Organizer to issue the prize.

### **§ 8 Personal data**

1. Administrator of the personal data of Competition participants within the meaning of the Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2016, item. 922) is the Minister responsible for the budget, public finance and financial institutions operated by the Ministry of Finance, ul Świątokrzyska 12, 00-916 Warszawa.
2. Personal data of the participants shall be processed exclusively in the scope of conducting and executing the Competition.
3. Data submission is voluntary but necessary for participation in the Competition.
4. Participation by the Competition participant and the acceptance of a declaration containing information conforming to the specimen form in Attachment no. 1 to the Regulations is equivalent to the consent of a participant to the use and processing of his/her personal data for the purpose of the Competition, in particular the selection of the winners, and documentation of the Competition, including the performance of public duties by the Organizer (the specimen of the declaration specified in Attachment no. 1, point 3 and point 6 of the Regulations).
5. The participants of the Competition who provided personal data are entitled to access and correct their personal data. They also have the right to revoke their consent to the processing of their personal data at any time. In this case, it means that the participant is not allowed to participate in the Competition and any right to receive the prize. The Organizer shall be able to contact the participants by phone, via e-mail or in writing via standard mail.
6. The Organizer reserves the right to document and maintain the course of the Competition, including the recording of sound and images, and in particular to preserve the image of Competition participants in order to use these materials for further purposes for informing about the Competition and its outcome and other purposes related to Hackathon or the Competition (declaration form provided in Attachment no. 1, item 4 of the Regulations).

7. The participant's consent to use his/her image is voluntary (specimen declaration provided in Attachment no. 1 point 5 to the Regulations).

### **§ 9 Liability**

1. The Organizer shall not be liable for the failure to provide the prize if the participant submits incorrect, incomplete or incorrect personal information, contact details or other information preventing the issue of the prize.
2. Each Competition participant may withdraw from the Competition at any time. Withdrawal is tantamount to losing the right to the prize.

### **§ 10 Final Provisions**

1. The Organizer reserves the right to final interpretation of the Regulations.
2. The Organizer reserves the right to cancel or terminate the Competition before time without giving a reason.
3. Participants are not entitled to appeal.
4. The Organizer reserves the right to amend the Regulations without consulting the Participants.
5. In the event of a dispute related to participation in the Competition, it shall be submitted to the General Court for the seat of the Organizer.
6. The Regulations apply from the date of its publication on the website [www.hackyeah.pl](http://www.hackyeah.pl).

**Attachment no. 1**

**to the Regulations of the MinFinTech Competition**

**SPECIMEN DECLARATIONS**

I declare that:

1. I am an adult and I have full legal capacity.
2. I accept the MinFinTech Competition Rules.
3. I hereby agree to the processing of my personal data by the Organizer of the MinFinTech Competition for promotional and information purposes related to the Competition and I acknowledge that:
  - 1) administrator of the personal data of Competition participants within the meaning of the Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2016, item. 922) is the Minister responsible for the budget, public finance and financial institutions operated by the Ministry of Finance, ul Świętokrzyska 12, 00-916 Warszawa;
  - 2) my personal data shall be processed solely for the purpose of participating in the MinFinTech Competition;
  - 3) data submission is voluntary, although refusal to provide them is tantamount to inability to participate in the Competition;
  - 4) I have the right to access the content of my data and to correct them according to article 32 of the Data Protection Act.
4. I hereby agree to record and preserve the course of the Competition, including the recording of sound and images, and in particular the perpetuation of my image for the purpose of subsequent use of such material for the purpose of informing the Organizer of the Competition and its result and other purposes related to Hackathon or the Competition.
5. I agree to the use of my image for purposes of the Competition.

6. I agree to provide my name and surname on the Ministry of Finance websites, Ministry of Finance profiles on social networking sites and in the mass media for promotional and information purposes related to the Competition.
7. I undertake to conclude with the Organizer of the Competition a written agreement, which is in accordance with the specimen form set out in Attachment no. 3 to the Competition Regulations, on the transfer of economic copyrights to the work created by me, which constitutes the solution to the competition task, if it receives one of the prizes in the Competition referred to in § 6 paragraph 3.

**Attachment no. 2**  
**to the Regulations of the MinFinTech Competition**

.....

(location, date)

**Specimen Form - Application for the MinFinTech Competition for HackYeah Conference Participants**

**Data of Competition Participants:**

**Contact details of the Competition Participant**

Name and surname	
Contact phone number:	
E-mail address:	
Address, Postal code:	

**Attachment no. 3**  
**to the Regulations of the MinFinTech Competition**

**Specimen agreement**

**Agreement for the transfer of author's economic copyrights no. ....**

**concluded on ..... in ..... (hereinafter referred to as the  
"Agreement")**

**between**

..... PESEL number ....., holder of an official  
identity card no. ...., residing in .....,

hereinafter referred to as the "**Author**",

and

**the State Treasury – Ministry of Finance** with its registered office in Warsaw, ul.  
Świętokrzyska 12, 00-916 Warszawa, NIP no. 5260250274 and REGON 000002217,  
represented by ....., acting under the authority of Ministry of Development  
and Finance under authorization no. .... issued on. ....,

hereinafter referred to as the "**Ordering Party**".

The Author and the Ordering Party may be hereinafter collectively referred to as  
"**Parties**" and separately as "**Party**".

## **§ 1**

1. The Author transfers his economic copyrights to the winning solution of the  
Competition task to the Ordering Party, prepared by the Author within the  
MinFinTech competition during the HackYeah conference held at the Tauron  
Arena in Kraków (address: ul. Stanisława Lema 7, 31-571 Kraków) held on 28-29  
October 2017, hereinafter referred to as the "Work", covering unlimited and  
unrestricted use and disposal of the Work, whereby:

1) the transfer of Author's economic copyrights to the Work, to the extent that the  
solution is a computer program, takes place in the fields of exploitation  
specified in article 74 paragraph 4 of the Act of 4 February 1994 on copyrights  
and related rights (Journal of Laws of 2017, item. 880 as amended), including  
in particular:

- a) permanent or temporary reproduction of the solution in whole or in part by  
any means and in any form,
- b) translation, adaptation, layout change and any other changes,
- c) dissemination, including lending or renting a solution or a copy thereof,
- d) permitting third parties to exercise their copyright in relation to the solution;

- 2) the transfer of Author's economic copyrights to the Work, to the extent that the solution is not a computer program, takes place in the fields of exploitation specified in article 50 of the Act of 4 February 1994 on copyrights and related rights, including in particular:
  - a) consolidation and multiplication by all known techniques, including digital, magnetic, photoconductor, electronic, all video techniques and printing techniques,
  - b) introduction to computer memory and free sharing on computer networks, including: Internet and Intranet - in particular by permanently placing on the public website of all works or parts thereof in a manner permitting free copying to each interested party,
  - c) placing copies and carriers and duplicated copies and media on the market,
  - d) public display,
  - e) public distribution of copies and media,
  - f) public performance,
  - g) rental and lending,
  - h) exhibition,
  - i) display,
  - j) making foreign-language versions (as well as using techniques enabling the transfer of information for people with various disabilities),
  - k) broadcast via wired or wireless vision or otherwise via a computer network including the posting of films on the Internet without limitation, excluding the possibility of public broadcasting of films or parts thereof on television,
  - l) permitting third parties to exercise their copyright in relation to the solution;
- 3) the transfer of Author's economic copyrights to the Work in relation to the source code shall take place in all the fields of exploitation referred to in paragraph 1 section 1 above for a computer program and in paragraph 2 section 2 for documentation, modification, compilation and connection, testing,

implementation, use of the software produced in this way.

2. As a result of the transfer of author's economic copyrights, in accordance with paragraph 1, the Ordering Party acquires the exclusive right to use the Work, to the full extent, in any manner, without any time or territorial limitations on any of the contractual fields of exploitation.
3. The Author gives consent to make any changes, updates and additions to the Work – compilations – by the Ordering Party or on his order. All rights in this respect (rights to Compilation) shall be available to the Ordering Party. The Author agrees that the Ordering Party disposes and uses the work.
4. The Author transfers to the Ordering Party the exclusive right to exercise copyright and the right to authorize the exercise of copyright to the Work, in particular for the translation, adaptation, change of layout and other modifications or modifications, and shall not claim any additional remuneration.
5. The Ordering Party may carry out the author's economic copyrights on its own or may authorize a third party to do so.

## **§ 2**

On the basis of a separate agreement, the Ordering Party may entrust the Author with the creation of the Compilations of the Work, and the Author shall, in such case, be obliged to transfer the entire copyright of such Compilations only to the Ordering Party or to the designated entity.

## **§ 3**

1. The transfer of author's economic copyrights to the Ordering Party, described in § 1 of the Agreement, takes place when prize referred in § 4 paragraph 1 is issued to the Author.
2. Upon the issue of the prize referred to in § 4 paragraph 1, the Ordering Party acquires the right of ownership of the copy of the work and the media on which the Work has been fixed.

## **§ 4**

1. The transfer of the economic copyrights to the Work in full scope provided for in the Agreement is in return for the prize, which shall be issued (paid) by the

Ordering Party within the framework of the MinFinTech competition, referred to in § 1 paragraph 1, according to the rules of the MinFinTech competition.

2. The Parties declare that the award referred to in paragraph 1, represents the entire amount owed to the Author for the transfer of economic copyrights to the Work, in particular the prize includes the fee for use by the Ordering Party from the Work on all the terms of use specified in the Agreement as well as the claim for the transfer of ownership of the copy of the Work and the media on which the Work has been fixed and for granting permission to exercise the subsidiary's rights by the Ordering Party. The author shall not be entitled to any additional remuneration for the transfer of copyright and economic copyrights to the Work.
3. The parties confirm that the Agreement does not constitute awarding a public contract within the meaning of the Act of 29 January 2004 Public Procurement Law (Journal of Laws no. 2017, item 1579), and issue of the prize is based on the provisions of article 921 § 3 of the Civil Code (Journal of Laws of 2017, item. 459 as amended) and the rules of the MinFinTech competition.

## **§ 5**

The author declares that:

- 1) at the time of transferring the copyrights to the Work to the Ordering Party, those rights shall be vested in the Author in full and without limitation,
- 2) any economic copyrights to the Work, transferred to the Ordering Party shall in no way be limited or encumbered and in particular no third party shall have any right to the Work,
- 3) neither the transfer of the economic copyrights to the Ordering Party nor the use of the Work by the Ordering Party or any third parties to whom the Ordering Party grants the right to use the Work shall in no way infringe any third-party rights.

## **§ 6**

1. In the event of third parties make any claims against the Ordering Party consisting in infringement of intellectual property rights, including economic copyrights, the Author shall take all steps necessary to defend against such claims, and in the

event when, as a result of such claims, the Ordering Party or third parties, to whom the Ordering Party grants the right to use the Work, shall have to stop using the Work in whole or in part, or if a judgement requiring payment for any claim to any third party is issued, the Author shall repair any damages resulting from any claims by third parties, including reimbursement of costs and expenses incurred in connection with these claims.

2. The Author shall immediately notify the Ordering Party of any claim for infringement of intellectual property rights, including in the scope of the author's economic copyrights to the Work directed against the Author.
3. The Author declares that he agrees to anonymous use by the Ordering Party of the Work in all fields of exploitation specified in the Agreement, in particular the Ordering Party has the right to use the Work without the authorship designation on the copies.

**§ 7**

1. All amendments to this Agreement shall be made in writing under the pain of nullity.
2. In matters not covered by this Agreement, the provisions of the Civil Code and the Law on Copyright and Related Rights shall apply.
3. Any disputes arising on the basis of this Agreement shall be settled by the local court competent for the Ordering Party.
4. This Agreement was made in three identical copies, one for the author and two for the Ordering Party.

**Author**

**Ordering Party**

**Attachment no. 4**

**to the Regulations of the MinFinTech Competition**

.....

(name and surname) (place, date)

.....

address of residence

**The Ministry of Finance**

**ul. Swietokrzyska 12**

**00-916 Warsaw**

In connection with receiving the ... place in the MinFinTech Competition organized by the Ministry of Finance at the HackYeah Conference in Kraków on 28 – 29 October 2017, I am submitting my data necessary for the issue/delivery of the prize and the data to perform tax obligations by the Organizer as the income tax payer:

- **Bank account number** .....
- **Identity Card number** .....
- **Date of birth** .....
- **PESEL number** .....
- **NIP** (if it is a tax identifier, appropriate for tax settlement)  
.....
- **28 - 29 tax office competent for the place of residence** .....

.....

(date and legible signature)