

REGULATIONS OF THE “PARKING GETS SMART” PROJECT HACKATHON

I Introduction

1. These Regulations (hereinafter referred to as the “Regulations”) set forth the terms and conditions, the mode of application and the rules according to which the event under the name “Parking gets SMART” project Hackathon (hereinafter referred to as “PGS Hackathon”).

2. The organiser and the contractor of the PGS Hackathon is the Infoshare Foundation with its registered office in Gdańsk, al. Grunwaldzka 472 B, 80-309 Gdańsk, registered by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS (Court Reg. No.): 0000374384, NIP (Tax ID No.): 9571047732, REGON (Business ID No.): 221151570 (hereinafter referred to as the “Organiser”).

3. The PGS Hackathon is an event organised under the project “Parking gets SMART” (hereinafter referred to as the “PGS Project”), the leader of which is the Polish Union of Active Mobility (hereinafter referred to as the “Leader”) with its registered office in Gdańsk, ul. Jana Heweliusza 29, 80-861 Gdańsk, NIP (Tax ID No.): 583 315 19 61, KRS (Court Reg. No.): 0000412741 and attended by:

- a) Municipality of the City of Gdańsk – Municipal Office in Gdańsk, ul. Nowe Ogrody 6/12, 80-803 Gdańsk, NIP (Tax ID No.): 583-00-11-969, Regon (Business ID No.): 000598463
- b) PICTEC Foundation, ul. Wiosenna 52, 80-178 Gdańsk, NIP (Tax ID No.): 5833173833, KRS (Court Reg. No.): 0000534213
- c) Municipality of Neringa, ul. Taikos g. 2, 93121 Neringa, NIP (Tax ID No.): N/A, Registration number: 88754378
- d) Public Transport Authority in Klaipėda, ul. S. Daukanto 15, 92235 Klaipėda, NIP (Tax ID No.): N/A, Registration number: 142133780
- e) Municipality of Växjö, Box 1222, 351-12 Växjö, NIP (Tax ID No.): N/A, Registration number: 212000-0662
- f) Hanseatic City of Bremen, ul. Contrescarpe 72, 28195 Bremen, NIP (Tax ID No.): N/A, Registration number: 04011000
- g) Municipality of Ostseebad Heringsdorf, ul. Kurparkstraße 4, 17419 Ahlbeck, NIP (Tax ID No.): N/A, Registration number: 137 610 869

hereinafter jointly referred to as PGS Project Partners.

4. The PGS Hackathon will take place in five locations: Gdańsk (Poland), Klaipėda/Neringa (Lithuania), Växjö (Sweden) and Heringsdorf (Germany), while the participation in the PGS Hackathon will only be possible online via a remote communication platform provided by the Organiser - i.e. Live Webinar (hereinafter referred to as the “Platform”). The PGS Hackathon starts on 13 June 2022 (application opening) and ends on 8 September 2022 (final presentations and naming of the PGS Hackathon winners).

5. The aim of the PGS Hackathon is to select the best technological solution for four Challenges addressed by an individual Participant, Team, or company, referred to below, possibly taking into account the needs of the PGS Project Partners in terms of smart parking/smart mobility (e.g. application for the city of Gdańsk).

II Terms and conditions of participation

1. The PGS Hackathon is addressed to

- I. natural persons who, at the time of registering their participation, fulfil the following conditions:
 - a) are over 18 years old,
 - b) have full legal capacity,
 - c) have adequate knowledge and skills allowing to work on a technological solution addressed to a selected Challenge;
 - d) are the sole author of a technological solution addressed to a selected Challenge and enjoy all the rights to it, including property and personal copyrights, providing that the exercise thereof is not in breach of any third-party rights, and who undertake to retain such rights until the day of receiving the remuneration for presentation at the Infoshare conference on 7 October 2022.
 - d) have read these Regulations and accepted their provisions.
- II. companies and informal projects whose members meet the conditions indicated above.

2. The Organiser or the PGS Project Partners, members of the Organiser's or the PGS Project Partners' bodies, employees of the Organiser or the PGS Project Partners or other persons bound with the Organiser or the PGS Project Partners by a civil law agreement, as well as family members of members of the PGS Project Partners' bodies and employees, as well as members of the Committee and their family members cannot participate in the PGS Hackathon. The family members referred to above shall be understood as: ascendants, descendants, siblings, spouses of siblings, parents of spouses, collateral descendants up to the second degree, and persons adopted or related by affinity.

3. Participation in the PGS Hackathon is free and voluntary.

4. During the PGS Hackathon, the participants work on technological solutions according to the challenges announced by the Organiser, hereinafter referred to as the "Projects", while they will be grouped into four product categories (hereinafter referred to as the "Challenges"):

- a) for a resident of a given location;
- b) for a tourist or a visitor of a given location;
- c) for the local government administration;
- d) open challenge - for Projects not entering in the first three categories, but remaining technologically important.

5. The participants may not develop Projects contrary to generally applicable law, using content prohibited by generally applicable law or violating third-party rights. The participants shall be solely liable for any violation of generally applicable law, use of content prohibited by generally applicable laws or infringement of third-party rights. The Organiser's liability in the above-mentioned scope shall be excluded.

6. For the purposes of these Regulations, both individual participants and teams are jointly referred to as Participants.

7. The participation in the PGS Hackathon will be possible after registering individually or as a team leader (indicating other team members) and after registering by the Participant for the PGS Hackathon, and then after logging each Participant into the Platform, which will be the basis for the execution of the PGS Hackathon. Access to the Platform will be provided to the e-mail address of each Participant indicated in the registration form at least 2 days before the first of the scheduled meetings with mentors and experts and 2 days before the final presentations. This also applies to team registrations. If needed Organiser provides each Participant with the access link to the Platform for internal working sessions. The link is provided on-demand and sent to pgs@infoshare.pl at least 2 working days before it is needed.

III. Rules of registration

1. The recruitment of participants takes place from 13 June 2022 to 31 July 2022 until 23:59 CET. The Organiser may extend the registration deadline, which will be announced on the following website: <https://infoshare.pl/parking-gets-smart/hackathon>.

2. Applications for the participation in the PGS Hackathon can be submitted by natural persons, either individually or in teams via the website <https://infoshare.pl/parking-gets-smart/hackathon>, also as natural persons registered as sole proprietors. As part of teams, the registration may be made by a company - a legal person or an organisational unit without legal personality, who registered its participation in the PGS Hackathon.

3. The participants of the PGS Hackathon can be natural persons over the age of 18:

- a) having full legal capacity,
- b) having knowledge and skills in the scope in question.

4. The registration may be made as a company or as an informal project.

5. In case of registering teams or companies, the Leader (i.e. the person registering a team or a company) completes the registration form and provides personal data of individual team members, such as: first name, surname, country, e-mail address and field of expertise.

6. The registration form shall contain in particular the following data:

- a) first name of individual Participant or Leader – mandatory field
- b) surname of individual Participant or Leader – mandatory field
- c) e-mail address of individual Participant or Leader – mandatory field
- d) country of individual Participant or Leader – mandatory field
- e) mobile phone number of individual Participant or Leader – mandatory field
- f) link to social media of individual Participant or Leader - FB, LinkedIn, Twitter - voluntary field
- g) individual registration or team registration – mandatory field, whereas:
 - a. in the case of an individual registration - indication of the field of expertise - mandatory field
 - b. in the case of a team or company- indication of data in accordance with section 5 above - mandatory field
 - c. in the case of both an individual registration and a team, indication whether the application takes place as a company or an informal project – mandatory field
 - d. if the application takes place as a company - indication of company data: name, website - mandatory field; link to social media - FB, LinkedIn, Twitter - voluntary field
- h) selection of a Challenge – mandatory field
- i) description of the project idea – mandatory field
- j) pitch deck upload PDF file – mandatory field

7. Each Participant, by accepting the Regulations while registering for the PGS Hackathon, and the Leader, by registering the Team for the participation in the PGS Hackathon, declares that he/she:

- a) is over the age of 18;

- b) has read the Regulations and accepts the terms and conditions contained therein;
- c) has consented to the processing of personal data by the Organiser for the purpose of organising the PGS Hackathon;
- d) the data provided in the registration form are in accordance with the facts;
- e) has read the Information Clause on the processing of personal data.

A lack of consent to the Regulations and a lack of mandatory consents to the processing of personal data makes it impossible to access the Platform and participate in the PGS Hackathon.

8. Registering the Participants to participate in the PGS Hackathon on their own or by the Leader takes place by correctly completing the recruitment form available at: <https://infoshare.pl/parking-gets-smart/hackathon> and selecting the appropriate check box where the person registering himself/herself and other participants from a given team declares that he/she is familiar with the Regulations and accepts their provisions. The other Participants registered as part of a team shall accept the provisions of the Regulations and consents indicated in section 9 above immediately before gaining access to the Platform.

9. Completing and sending the recruitment form along with selecting the appropriate check box referred to in section 10 is tantamount to the acceptance of these Regulations by the registering Participant.

10. Sending the registration form is not tantamount to qualifying for participation in the PGS Hackathon.

11. The final decision as to the Participant's eligibility to take part in the PGS Hackathon is made by the Organiser.

12. The decision on admission to the PGS Hackathon is made on the basis of the information contained in the recruitment form and is definitive.

13. Qualified Participants will be informed by e-mail no later than 3 days before the commencement of the PGS Hackathon to the e-mail address indicated in the recruitment form. In the case of a team registration (including both: informal projects and companies), the information will be sent to the Leader's e-mail address and possibly to the e-mail addresses of other Participants.

14. Registering for the participation in the PGS Hackathon is tantamount to agreeing to record, use, disseminate one's image and voice in photo, video and audio materials derived from online recordings, for the promotion of the PGS Hackathon for 5 years from the end of the PGS Hackathon without territorial limitations. The Participant does not receive remuneration for giving such consent.

15. Only the main scene of the event, including presentations of the Projects, will be recorded during the PGS Hackathon. Working meetings of the Participants and meetings with mentors and experts as well as PGS Project Partners will not be recorded.

IV Conduct of the Hackathon

1. The detailed schedule of the PGS Hackathon will be published on <https://infoshare.pl/parking-gets-smart/hackathon/> by 30 June 2022.

2. Qualified Participants will take part in the PGS Hackathon after logging into the Platform, where the PGS Hackathon takes place.

3. A Participant can only work as part of one team during the PGS Hackathon.

4. The Organiser provides the Participants free of charge with the Platform, access to which will be granted via a link sent to the Participants. In the remaining scope, the Participants are obliged to use their own resources, in particular in relation to servers and disk space, on which the Challenge will be technically designed and

programmed, software and other necessary tools and equipment. Additionally, the Organiser may ensure the participation of mentors and experts, i.e. persons with whom the Participants will be able to consult their project and its functionalities on an ongoing basis, who are specialists in particular areas, not only in the strictly IT area but also in the UX, UI, PR and marketing areas, as well as representatives of the PGS Project Partners.

5. Participation in the PGS Hackathon with the use of the Platform (Online participation) requires a properly configured computer or other devices with access to the Internet.

6. To properly use all functionalities of the Platform, the Participant's software and hardware must meet specific technical requirements described at: https://infoshare.pl/infoshare/_media/pdf/SystemRequirementsENG_new.pdf.

7. The Organiser, as a provider of electronically supplied services, shall not be liable for difficulties in using the service, resulting from incorrect configuration of the Participant's software or equipment, or resulting from problems with the Participant's hardware or Internet connection as part of access to the Platform.

8. The Project submitted for evaluation must not be contrary to generally applicable law, including the law of the country to which the participant is assigned, rules of social coexistence and may not violate the rights of third parties.

V Winners and gratification

1. As part of the PGS Hackathon, the Participants will compete in order to create the best Project under each of 4 Challenges.

2. The best 4 Projects, one for each Challenge, will be selected by the Committee to be presented at the Infoshare conference (hereinafter referred to as "IS 2022") organised by the Organiser, which will take place on 6-7 October 2022 in Gdańsk. The presentation of each of the 4 best Projects (hereinafter referred to as "Winners") will take place before the PGS Project Partners present on the IS 2022 and before the participants of the IS 2022 participants on the Arena stage on 7 October 2022. Each Project presentation (hereinafter referred to as the "Presentation") will last from 5 minutes together with the Q&A session.

3. An Agreement will be concluded with the Participant who is a Winner taking part in the PGS Hackathon participating individually, with the Team Leader acting as a representative of the Team participating in the PGS Hackathon, with a company participating in the PGS Hackathon, whose Project has been selected for the Presentation to the IS 2022 referred to in paragraph 2 above, the purpose of which will be demonstrating the Project in return for remuneration. The remuneration is paid for the Project, regardless of the number of Participants registered for the implementation of the Project as part of the PGS Hackathon, which are its creators. The draft Agreement constitutes Appendix 1 or 2 to the Regulations, subject to adjusting the provisions to the status of a party to the Agreement in relation to the Winner. The Agreement will be concluded within 10 working days from the end of the PGS Hackathon (the final presentations and naming of the PGS Hackathon winners).

4. The remuneration referred to in section 3 shall be EUR 2,500.00 (in words: two thousand five hundred euros) gross.

5. The Winners whose Projects will be selected for the Presentation and with whom the agreements referred to in section 3 above will be concluded, provide transport to the IS 2022 and accommodation to the Participants who will present the Project on their own and at their own expense.

6. The Organiser ensures access to the IS 2022 for the Winners who report their arrival to the IS 2022 based on the startup passes granted to them. The rules of granting and returning passes shall be set out in the Agreement. The number of startup passes granted for free per Winner is max. 2 (two).

VI Committee

1. The Organiser shall appoint a Committee composed of representatives of the Organiser and representatives of the PGS Project Partners. The Committee may also be composed of external experts and mentors. The composition of the Committee will be announced by the Organiser via the website <https://infoshare.pl/parking-gets-smart/Hackathon> by 30 June 2022.
2. The tasks of the Committee include the selection of Winners referred to in point V.2 of the Regulations. The Committee will pay particular attention to:
 - a) the level of advancement of the solution and readiness for implementation;
 - b) the adequacy to the needs of at least one PGS Project Partner;
 - c) the form and manner of presentation.
3. Each criterion indicated in section 2 above, letters a)-c) will be assessed on a scale of 0-10 points. The Participant may score a maximum of 30 points.
4. The Committee's decisions are definite.
5. The Committee has the right not to choose the Winner for each Challenge if only one project is submitted for a given Challenge or there are no entries for a given Challenge.

VII Selection of winners

1. Once the works have been completed, each Project will be presented to the Committee.
2. The Participants present the Projects in the order determined on the basis of timing of application to the PGS Hackathon, starting with the earliest application received by the Organiser.
3. The presentation of one Project should last up to 3 minutes and up to 2 minutes for the Committee's questions. The presentation should include answers to the following questions:
 - a) to whom a given solution is addressed,
 - b) what need does a given solution respond to,
 - c) what are the conditions for implementing a given solution,
 - d) which technologies have been used in a given solution.
4. Each presentation should show a fragment of working software and/or prototype in the form of a functional mock-up and/or a graphic design of 2-3 basic screens.
5. In the case of reservations concerning the performance of a given Project, in accordance with the rules specified in the Regulations, the Committee reserves the right to verify the manner of creation of the Project.
6. Once the work has been completed, the Committee will draw up a report in which the Winners of the PGS Hackathon will be indicated. The report will be signed electronically by all members of the Committee.
7. The results of the PGS Hackathon - i.e. the selection of the Winners - will be announced during the presentation of the Projects on 8 September 2022 as well as published on 9 September 2022 on the website of the PGS Hackathon <https://infoshare.pl/parking-gets-smart/hackathon>.

VIII Copyright

1. The Participants guarantee that the projects implemented during the PGS Hackathon are of their authorship or co-authorship (in case of informal teams) and do not violate any rights of third parties.
2. The Participants express their consent for the Organiser to take screenshots concerning the Projects and to use any such created photographs showing the Projects that were created in the course of the PGS Hackathon for internal and promotional purposes, including on the Organiser's websites. Screenshots will only be taken at the time of the final presentation of the Projects on the main stage of the PGS Hackathon.
3. The Participant shall be liable towards the Organiser for any legal defects of the Project, in particular for any claims of third parties resulting from violation of copyrights and other rights of third parties, in particular with regard to the legality of the software and tools used to create the Project. If claims are filed against the Organiser on this account, the Participant undertakes to satisfy them fully and release the Organiser from liability.

IX Personal data

Personal data will be processed by the Controller on general principles indicated below and in detail in accordance with the relevant information clause and privacy policy:

- a) The Controller will process the following personal data: personal data indicated in part III section 8 of the Regulations to the extent to which they will be provided by the participant, as well as the image of the participant in accordance with the provisions of part III section 16 of the Regulations.
- b) The Controller within the meaning 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), hereinafter referred to as the "GDPR", of personal data specified in part III section 7 of these Regulations made available by the Participants of the PGS Hackathon, is the Organiser.
- c) Personal data will be processed for the purposes of the organisation of the PGS Hackathon, presentation of the Projects and gratification of the Winners according to section V.4 of the Regulations. With regard to the data referred to in part III section 8 item i) of these Regulations, the data will be processed in order to enable the Participant to access the PGS Hackathon by arranging facilitations in access to the Platform on which the PGS Hackathon is organised. As far as the image is concerned, personal data will be processed for the purposes indicated in part III section 16 and part XI hereof.
- d) Personal data of the Participants may be transferred to the Leader and/or the PGS Project Partners indicated in part I section 3 of the Regulations, who will become recipients of personal data at that time and will be obliged to fulfil an appropriate information obligation towards the Participants whose data they obtain.

X Liability

1. The Organiser shall not be liable for any material or non-material damage suffered by the Participant as a result of taking part in the PGS Hackathon or as a result of and in connection with the selection of the Winners.
2. The Participant shall be fully and solely responsible if his/her Project violates third-party rights or generally applicable provisions of law.

3. Each Participant undertakes to join a dispute in place of the Organiser or to act jointly with the Organiser in court or amicable proceedings, if a third party makes a claim or a request against the Organiser for a breach of its rights in connection with reporting the Project in the framework of the PGS Hackathon.
4. The Participant undertakes to reimburse the Organiser for expenses, including legal fees, incurred by the Organiser as a result of a claim or demand referred to above, confirmed by a final court decision, a final administrative decision or a written settlement.
5. The Organiser is obliged to immediately inform the Participant if a third party files the above-mentioned claim or task against the Organiser.
6. The Organiser of the PGS Hackathon shall not be liable for the impossibility of performing the Agreement, which constitutes Appendix 1 or 2 to the Regulations concluded with the Participant/Team Leader for reasons attributable to the Participant/Team Leader/Team members.
7. As part of the Online participation, the Participant undertakes not to take any actions that could destabilise the functioning of the Platform and the services provided by the Organiser or third parties providing services to the Organiser, related to making the Platform available, or which may in any way hinder the use of the Platform to other Participants.
8. The Participant undertakes not to attempt to gain access to resources, services and data to which they are not authorised. It is not allowed to use automated tools sending data to servers of the Organiser or third parties providing the service for the Organiser or downloading data therefrom.
9. Access to the Platform may be blocked for a Participant who does not comply with the Regulations, and the Participant will be excluded from further participation in the PGS Hackathon.

XI Image of the Participant

1. Upon the commencement of participation in the PGS Hackathon, the Participant agrees that the Organiser will register his/her image on the PGS Hackathon in the form of photographs and audio visual material. The Organiser shall have the right, unlimited in territorial space, to use photographs and audio visual materials for the purpose related to the Organiser's statutory activity, in particular through publication of the above on its own websites, on social media and on its own information channels.
2. Personal data in the form of an image will be processed on the principles described in these Regulations.

XII. Final Provisions

1. The Regulations of the PGS Hackathon will be available from the beginning of recruitment of the Participants at <https://infoshare.pl/parking-gets-smart/hackathon>.
2. The Organiser reserves the right to amend the Regulations.
3. Amendments of the Regulations become effective upon publication of the amended Regulations on the website <https://infoshare.pl/parking-gets-smart/Hackathon>.
4. The Regulations enter into force on the day of their publication on the website <https://infoshare.pl/parking-gets-smart/Hackathon>.
5. The Organiser reserves the right to cancel or reschedule the PGS Hackathon.
6. In the event of cancellation or rescheduling of the PGS Hackathon, the Organiser shall not be liable for any damage suffered by persons who have registered for participation in the PGS Hackathon.

7. By registering for and participating in the PGS Hackathon, the Participant undertakes to comply with the Regulations by waiving all claims against the Organiser.
8. Violation by the Participants of any provision of the Regulations, in particular by providing false personal data, violation of generally applicable provisions of law or generally accepted principles of social coexistence in connection with their participation in the PGS Hackathon, entitles the Organiser to exclude the Participant from the PGS Hackathon together with the loss of the right to present his/her work.
9. The Organiser is not responsible for ensuring the safety of devices owned by the Participants. The Participants take full responsibility for their property (including computer equipment) and are obliged to guarantee their cybersecurity.
10. The Organiser does not cover and does not reimburse any costs of taking part in the PGS Hackathon.
11. The Participant declares that he/she has no medical contraindications to participate in the PGS Hackathon. The Organiser shall not be liable therefrom.
12. The Participant shall be individually liable for any damage he/she has caused on the Platform during the PGS Hackathon.

Appendix 1 to the Regulations of the PGS Hackathon (natural person)

Agreement
(Winner of the PGS Hackathon)

concluded on 2022 by and between:

Infoshare Foundation with its registered office in Gdańsk, al. Grunwaldzka 472B, 80-309 Gdańsk, registered by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS (Court Reg. No.): 0000374384, NIP (Tax ID No.): 9571047732, REGON (Business ID No.): 221151570, hereinafter referred to as the “Organiser” or the “Ordering Party”,

represented by:

Grzegorz Borowski – President of the Management Board

Tomasz Pawul – Member of the Management Board

and

.....residing in.....

hereinafter referred to as the “Author” or the “Contractor”, being one of the Winners of the Hackathon under the project “Parking gets Smart” (hereinafter referred to as the “PGS Hackathon”) for technological solutions addressed to the selected individual Challenge, with possible consideration of the needs of the “Parking gets Smart” Project Partners (hereinafter referred to as the “PGS Project Partners”), in the scope of smart parking/smart mobility, implemented by the Organiser in partnership with the Polish Union of Active Mobility with its registered office in Gdańsk, ul. Jana Heweliusza 29, 80-861 Gdańsk, NIP (Tax ID No.): 583 315 19 61, KRS (Court Reg. No.): 0000412741 (hereinafter referred to as the “PGS Project Leader”), involving:

- a) Municipality of the City of Gdańsk – Municipal Office in Gdańsk, ul. Nowe Ogrody 6/12, 80-803 Gdańsk, NIP (Tax ID No.): 583-00-11-969, Regon (Business ID No.): 000598463
- b) PICTEC Foundation, ul. Wiosenna 52, 80-178 Gdańsk, NIP (Tax ID No.): 5833173833, KRS (Court Reg. No.): 0000534213
- c) Municipality of Neringa, ul. Taikos g. 2, 93121 Neringa, NIP (Tax ID No.): N/A, Registration number: 88754378
- d) Public Transport Authority in Klaipėda, ul. S. Daukanto 15, 92235 Klaipėda, NIP (Tax ID No.): N/A, Registration number: 142133780
- e) Municipality of Växjö, Box 1222, 351-12 Växjö, NIP (Tax ID No.): N/A, Registration number: 212000-0662
- f) Hanseatic City of Bremen, ul. Contrescarpe 72, 28195 Bremen, NIP (Tax ID No.): N/A, Registration number: 04011000

g) Municipality of Ostseebad Heringsdorf, ul. Kurparkstraße 4, 17419 Ahlbeck, NIP (Tax ID No.): N/A,
Registration number: 137 610 869

hereinafter jointly referred to as PGS Project Partners, reading as follows:

§1

1. The Author represents that he/she has independently performed the work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2021, item 1062, as amended), i.e. the technological solution together with the technical documentation, assigned with the name.....(hereinafter referred to as the "Project"), selected as the Winner of the PGS Hackathon organised by the Organiser, and that only he/she has unlimited rights to the Project, including unlimited moral and property rights and derivative rights.
2. The Author represents that he/she is ready to present the Project at the Infoshare conference organised by the Organiser on 6-7 October 2022 in Gdańsk (hereinafter referred to as "IS 2022").
3. The Project will be presented before the PGS Project Partners present on the IS 2022 and before the participants of the IS 2022 on the Arena stage on 7 October 2022. The expected time of the Project presentation is from 5 to 10 minutes together with the Q&A session.
4. The Author undertakes to personally participate in the IS 2022 in order to fulfil the obligation specified in sections 2 and 3 hereof. The Author shall have the right to enter the IS 2022 event based on the entry pass to the IS 2022 granted by the Organiser.
5. The Author shall receive remuneration for presenting the Project in the amount specified in Article 3 of the Agreement.
6. The Author is obliged to cover the costs of arrival and accommodation for the IS 2022 from its own funds. The Organiser is not obliged to cover them or return them.
7. In the event of restrictions regarding the SARS COV 19 pandemic on the date of the IS 2022, the Author is obliged to comply with the restrictions applicable in the territory of the Republic of Poland and at the place of the IS 2022.
8. After granting an entry pass to the IS 2022 by the Organiser, the Author is obliged to register on the IS 2022 and accept both the IS 2022 regulations and relevant consents regarding the processing of his/her personal data.

§2

1. The Author represents that:

- 1) he/she holds copyright to all works comprising the Project and derivative rights within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2021, item 1062, as amended);
- 2) his/her exclusive and unlimited proprietary copyrights to works comprising the Project are not limited or encumbered with third party rights in any way;
- 3) the works comprising the Project do not violate the rights of third parties and there are no other circumstances that could expose the Organiser to liability towards third parties for the use or distribution of the works comprising the Project;

4) he/she has not granted any person a licence entitling them to use works comprising the Project, which would exclude the possibility of presenting the Project on the IS 2022 and the potential possibility of acquiring it by the PGS Project Partners and/or the PGS Project Leader;

5) he/she has exclusive right to grant permits to dispose of and use works comprising the Project;

7) his/her proprietary copyrights to works comprising the Project have not been seized within the meaning of the provisions on enforcement proceedings;

8) works comprising the Project are not encumbered with any claims of other persons and other rights of third parties;

9) the works comprising the Project were performed in person;

10) until the date of this Agreement, the works comprising the Project have not been published or disseminated outside of the PGS Hackathon.

2. If a third party files claims against the Organiser resulting from the violation of its rights, the Author shall be obliged to satisfy them jointly and severally and release the Organiser from the liability on this account. A failure to submit declarations shall result in the suspension of the payment of remuneration by the Organiser until they are submitted by the Author.

4. The Organiser shall be deemed to have complied with the payment deadline if the Organiser submits a transfer order to the Organiser's bank within the time limit referred to in section 3, subject to the last sentence of the indicated section.

§3

1. For the performance of the subject matter of the Agreement, the Organiser shall pay the Author a total gross financial remuneration of EUR 2,500.00 (in words: two thousand five hundred euros gross).

2. In the event that the Author conducts a business activity and takes part in the PGS Hackathon as an entrepreneur, the Author shall issue a relevant invoice to the Organiser to pay the remuneration.

3. The remuneration referred to in section 1 for Authors who do not conduct business activity shall be transferred to the bank account indicated by the Author in the declaration constituting Appendix 1a to the Agreement for the Author with tax residence in Poland or Appendix 1b to the Agreement for the Author with tax residence outside Poland, within 14 calendar days from the date of presentation of the Project to the IS 2022, subject to the submission by the Author of relevant tax declarations, appropriate and valid as of the date of performance of the subject matter of the Agreement.

4. The Organiser shall be deemed to have complied with the payment deadline if the Organiser submits a transfer order to the Organiser's bank within the time limit referred to in section 3.

§4

1. Subject to the provisions of section 2, the Author undertakes to keep confidential all data and information concerning the Organiser obtained in any (intended or accidental) manner in connection with the performance of the Agreement, regardless of the manner and form of their transfer, hereinafter jointly referred to as "Confidential Information".

2. The obligation referred to in section 1 shall apply to the Author throughout the term of the Agreement and for 5 years after its termination, expiry or withdrawal from it, regardless of the reason.

3. The confidentiality obligation referred to in paragraph 1 shall not apply to data and information which are:

1) publicly available;

- 2) received by the Author, in accordance with the provisions of generally applicable law from a third party without the obligation of confidentiality;
 - 3) which at the time of their transfer by the Organiser were already known to the Author without the obligation of confidentiality;
 - 4) in respect of which the Author has obtained the Organiser's written consent to their disclosure.
4. If disclosure of Confidential Information by the Author is required under generally applicable laws, the Author shall inform the Organiser of the reasons and scope of the disclosed Confidential Information. Such notification should be made in writing or in the form of a message sent to the Organiser's e-mail address, unless such notification to the Organiser would be contrary to generally applicable provisions of law.
5. The Author undertakes to:
- 1) make relevant efforts to protect Confidential Information against loss, distortion and access by unauthorised third parties;
 - 2) refrain from using Confidential Information for purposes other than performance of the Agreement.
6. The Author undertakes to inform each person who helps in the performance of the Agreement and who will have access to Confidential Information about confidentiality obligations resulting from the Agreement, as well as to effectively oblige and enforce confidentiality obligations from these persons. The Author shall be liable for any violations of these obligations by third parties as for his/her own actions.
7. In the event of loss or distortion of Confidential Information or access of an unauthorised third party to Confidential Information, the Author shall immediately take appropriate protective measures and inform the Organiser about the situation. Such notification, in writing or in the form of a message sent to the Organiser's e-mail address pgs@infoshare.pl, should describe the circumstances of the event, the scope and consequences of the loss, distortion or disclosure of Confidential Information and the protective measures taken.
8. Upon performance of the Agreement and in the event of termination of the Agreement by either Party, the Author shall immediately return to the Organiser or shall collect all Confidential Information in a manner preventing their restoration. If the above-mentioned Information is removed by the committee, the Author shall notify the Organiser of this fact without undue delay.
9. In the event of a documented breach of the confidentiality rules of the Confidential Information, if the Organiser suffers damage as a result of a breach of the confidentiality rules of the Confidential Information, the Organiser may claim damages exceeding the amount of the reserved contractual penalty in accordance with the general principles of the Civil Code.
10. The confidentiality rules of the Confidential Information provided for in the Agreement, as well as contractual penalties provided for in the Agreement for breaching the confidentiality rules of the Confidential Information, shall apply both during the performance of the Agreement and after its expiry.

§5

Any amendments hereto shall be made in writing, otherwise null and void.

§6

1. The Author and the Organiser agree that the law applicable to this Agreement shall be Polish law.
2. Business days are understood as days from Monday to Friday, excluding public holidays and holidays at the Organiser.

3. A Party to the Agreement who has changed its address or other identification data is obliged to inform the other Party thereof in writing, under pain of considering the delivery of the notification, communication, declaration of will and knowledge to the address of the Party as made properly.

4. In matters not regulated by the provisions of this Agreement, the provisions of the Act of 23 April 1964 Civil Code and the Act of 4 February 1994 on Copyright and Related Rights shall apply.

5. Any disputes that may arise in the performance of this Agreement shall be settled amicably, and if no agreement is reached within 30 days from the date of presentation of a settlement proposal by one of the Parties to the other Party, shall be settled by a common court having jurisdiction over the registered office of the Organiser.

§7

The Agreement has been drawn up in two identical copies, one for the Organiser and one for the Author.

Organiser

Author

Appendix 1a to the Agreement – Statement for the Author with tax residence in Poland

city/town, on

CONTRACTOR'S DATA

<i>First name and surname</i>	
<i>Date of birth</i>	
<i>PESEL (Personal ID Number)</i>	
<i>Address of residence</i>	
<i>Competent tax office</i>	
<i>Bank account number</i>	

TAX DECLARATION

As the Contractor of the Agreement, I hereby declare that:

- 1/ the Agreement is not concluded with own employer,
- 2/ the tax is paid by the Ordering Party.

I declare that I provided the above data in accordance with the facts.

DECLARATION

I declare that in connection with awarding me the title of one of the Winners of the PGS Hackathon, and with presenting my Project to the PGS Project Partners and the public within Infoshare 2022 on 7 October 2022, I accept the remuneration of EUR 2,500.00 (in words: two thousand five hundred euros) gross calculated as follows:

a. Gross amount:		
b. Tax deductible costs:	20.00% x [a]	
c. Taxable income (rounded):	[a]-[b]	
d. Tax amount (rounded):	17% x [c]	

e. Net amount to be paid:	[a]-[d]	
f. To be paid in words:		

Please make the payment by bank transfer (*):

- in EUR

- in PLN (according to the average exchange rate of the National Bank of Poland on the day preceding the payment)

(date and legible signature of the Contractor)

(*) delete as appropriate

Appendix 1b to the Agreement – Statement for the Author with tax residence outside Poland

city/town, on

CONTRACTOR'S DATA

<i>First name and surname</i>	
<i>Date of birth</i>	
<i>Taxpayer identification number</i> Or <i>Number of the identity card and country of its issue</i>	
<i>Country of tax residence</i>	
<i>Bank account number</i>	

DECLARATION

I declare that in connection with awarding me the title of one of the Winners of the PGS Hackathon, and with presenting my Project to the PGS Project Partners and the public within Infoshare 2022 on 7 October 2022, I accept the remuneration of EUR 2,500.00 (in words: two thousand five hundred euros) gross calculated as follows:

a. Gross amount:		
b. Tax amount (rounded):	20% x [a]	
c. Net amount to be paid:	[a]-[b]	
d. To be paid in words:		

(date and legible signature of the Contractor)

Appendix 2 to the Hackathon Regulations - Company or Team Leader

Agreement (Winner of the PGS Hackathon)

concluded on 2022 by and between:

Infoshare Foundation with its registered office in Gdańsk, al. Grunwaldzka 472B, 80-309 Gdańsk, registered by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS (Court Reg. No.): 0000374384, NIP (Tax ID No.): 9571047732, REGON (Business ID No.): 221151570, hereinafter referred to as the "Organiser" or the "Ordering Party",

represented by:

Grzegorz Borowski – President of the Management Board

Tomasz Pawul – Member of the Management Board

and

company.....with its registered office in.....

represented by.....

on behalf of which a team, composed of the Participants registered by the company, participates in the PGS Hackathon

hereinafter referred to as the Company

or

a team without legal personality composed of registered Participants (hereinafter referred to as the "Team") represented by residing in.....being the Team Leader

hereinafter referred to as the Leader or the Contractor

being one of the 4 Winners of the Hackathon under the "Parking gets Smart" project (hereinafter referred to as "PGS Hackathon") for technological solutions addressed to the selected individual Challenge, with a possible consideration of the needs of the "Parking gets Smart" Project Partners (hereinafter referred to as "PGS Project Partners"), in the scope of smart parking/smart mobility implemented by the Organiser in partnership with the Polish Union of Active Mobility based in Gdańsk, ul. Jana Heweliusza 29, 80-861 Gdańsk, NIP (Tax ID No.): 583 315 19 61, KRS (Court Reg. No.): 0000412741 (hereinafter referred to as the "PGS Project Leader"), involving:

- a) Municipality of the City of Gdańsk – Municipal Office in Gdańsk, ul. Nowe Ogrody 6/12, 80-803 Gdańsk, NIP (Tax ID No.): 583-00-11-969, Regon (Business ID No.): 000598463
- b) PICTEC Foundation, ul. Wiosenna 52, 80-178 Gdańsk, NIP (Tax ID No.): 5833173833, KRS (Court Reg. No.): 0000534213
- c) Municipality of Neringa, ul. Taikos g. 2, 93121 Neringa, NIP (Tax ID No.): N/A, Registration number: 88754378
- d) Public Transport Authority in Klaipėda, ul. S. Daukanto 15, 92235 Klaipėda, NIP (Tax ID No.): N/A, Registration number: 142133780

- e) Municipality of Växjö, Box 1222, 351-12 Växjö, NIP (Tax ID No.): N/A, Registration number: 212000-0662
- f) Hanseatic City of Bremen, ul. Contrescarpe 72, 28195 Bremen, NIP (Tax ID No.): N/A, Registration number: 04011000
- g) Municipality of Ostseebad Heringsdorf, ul. Kurparkstraße 4, 17419 Ahlbeck, NIP (Tax ID No.): N/A, Registration number: 137 610 869

hereinafter jointly referred to as PGS Project Partners, reading as follows:

§1

1. The Leader represents that the work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2021, item 1062, as amended), i.e. the technological solution together with technical documentation entitled....., which was selected as the Winner during the PGS Hackathon organised by the Organiser, was created by the Team members and that the Team members have all rights to them, including unlimited proprietary copyrights and derivative rights.

/

The Company represents that the work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2021, item 1062, as amended), i.e. the technological solution together with technical documentation entitled..... which was selected as the Winner during the PGS Hackathon organised by the Organiser was created by Participants *who are employees or associates of the Company* and that the Company has all rights to them, including unlimited proprietary copyrights and derivative rights.

2. The Leader/Company represents that it is ready to present the Project at the Infoshare conference organised by the Organiser on 6-7 October 2022 in Gdańsk (hereinafter referred to as "IS 2022").
3. The Project will be presented before the PGS Project Partners present on the IS 2022 and before the participants of the IS 2022 on the Arena stage on 7 October 2022. The expected time of the Project presentation is from 5 to 10 minutes together with the Q&A session.
4. The Leader/Company undertakes that at least one member of the Team/Company will personally participate in the IS 2022 in order to fulfil the obligation specified in sections 2 and 3 hereof, based on the entry passes to the IS 2022 granted to them by the Organiser.
5. The Leader/Company shall receive remuneration for presenting the Project in the amount specified in Article 3 of the Agreement. This remuneration exhausts all claims of the Team/Company members towards the Organiser in connection with the participation in the PGS Hackathon and in connection with the participation and presentation of the project on the IS 2022.
6. The costs of arrival and accommodation during the IS 2022 of representatives of the Leader/Company will be covered by the Team/Company's own funds. The Organiser is not obliged to cover them.
7. In the event of restrictions regarding the SARS COV 19 pandemic on the date of the IS 2022, representatives of the Leader/Company are obliged to comply with the restrictions applicable in the territory of the Republic of Poland and at the place of the IS 2022.
8. After the Organiser grants an entry pass to the IS 2022, the Leader/Company's representatives are obliged to register for the IS 2022 and accept the terms and conditions of the IS 2022 and relevant consents regarding the processing of their personal data.

§2

1. The Leader/Company represents that:

1) Team members have proprietary copyrights to all works comprising the Project and derivative rights within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2021, item 1062, as amended);

2) exclusive and unlimited proprietary copyrights of the members of the Team who are the creators of the Project to all works comprising the Project are not limited or encumbered with third party rights in any way, **and the Company represents that all proprietary copyrights are its property and that it may freely dispose of them;**

3) the works comprising the Project do not violate the rights of third parties and there are no other circumstances that could expose the Organiser to liability towards third parties for the use or distribution of the works comprising the Project and the Leader/Company declares that it will release the Organiser from any liability in the case of claims submitted to the works comprising the Project;

4) no license was granted to any person authorising to use works comprising the Project, which would exclude the possibility of their presentation on the IS 2022 and the potential possibility of their acquisition by the PGS Project Partners and/or the PGS Project Leader;

5) Leader/Company has exclusive right to grant permits to dispose of and use works comprising the Project;

7) proprietary copyrights to works comprising the Project of the members of the Team/Company have not been seized within the meaning of the provisions on enforcement proceedings;

8) works comprising the Project are not encumbered with any claims of other persons and other rights of third parties;

9) works comprising the Project were performed personally by the Team/Participants of the PGS Hackathon representing the Company;

10) until the date of this Agreement, the works comprising the Project have not been published or disseminated outside of the PGS Hackathon.

2. If a third party files claims against the Organiser resulting from the violation of its rights, the Team/Company shall be obliged to satisfy them jointly and severally and release the Organiser from the liability on this account.

3. If third parties file claims resulting from the above titles in court against the Organiser, the Leader/Company shall be obliged to join the proceedings with the Organiser and take all actions to release it from participation in the case.

§3

1. For the performance of the subject matter of the Agreement, the Organiser shall pay to the Leader/Company a total financial remuneration of EUR 2,500.00 gross (in words: two thousand five hundred euros gross).

2. Remuneration for the Company shall be paid on the basis of an invoice. Remuneration for the Team shall be transferred to the bank account indicated by the Leader in the statement constituting Appendix no. 1a to the Agreement for the Leader with tax residence in Poland or Appendix no. 1b to the Agreement for the Leader with tax residence outside Poland, within 14 calendar days from the date of presentation of the Project on the IS 2022, subject to submission by the Leader of relevant tax declarations, appropriate and valid as of the date of performance of the subject of the Agreement. A failure to submit declarations shall result in suspension of the payment of remuneration by the Organiser until they are submitted by the Author.

3. The Organiser shall be deemed to have complied with the payment deadline if the Organiser submits a transfer order to the Organiser's bank within the time limit referred to in section 2.

4. The payment of the remuneration to the Company/Leader shall indemnify the Organiser from any liability towards participants representing the Company/Team during the PGS Hackathon, as to the payment for the presentation of the Project to the IS 2022 and the Company/Leader undertakes to make appropriate settlements between them, as it sees fit.

§4

1. Subject to the provisions of section 2, the Leader/Company undertakes to keep confidential all data and information obtained in any way (intentional or accidental) in connection with the performance of the Agreement, regardless of the manner and form of their provision, hereinafter jointly referred to as "Confidential Information".
2. The obligation referred to in section 1 shall apply to the Leader and the members of his/her team/Company and the participants representing him/her during the PGS Hackathon, of which the Leader/Company is obliged to inform them, for the duration of the Agreement and for a period of 5 years after its termination, expiry and withdrawal, regardless of the reason. The Leader/Company is responsible for a breach of confidentiality by the Team/Participants representing the Company during the PGS Hackathon as for its own acts and omissions.
3. The confidentiality obligation referred to in paragraph 1 shall not apply to data and information which are:
 - 1) publicly available;
 - 2) received by the Leader/Company, in accordance with the provisions of generally applicable law from a third party without the obligation of confidentiality;
 - 3) which at the time of their transfer by the Organiser were already known to the Leader/Company without confidentiality obligation;
 - 4) in respect of which the Leader/Company has obtained the Organiser's written consent to disclose them.
4. In the event that disclosure of Confidential Information by the Leader or his/her Team/Company or participants representing him/her during the PGS Hackathon is required by generally applicable law, the Leader/Company shall inform the Organiser of the reasons and extent of the Confidential Information disclosed. Such notification should be made in writing or in the form of a message sent to the Organiser's e-mail address, unless such notification to the Organiser would be contrary to generally applicable provisions of law.
5. The Leader/Company undertakes to:
 - 1) make relevant efforts to protect Confidential Information against loss, distortion and access by unauthorised third parties;
 - 2) refrain from using Confidential Information for purposes other than performance of the Agreement.
6. The Leader/Company undertakes to inform each person with the help of whom it performs the agreement and who will have access to Confidential Information about contractual confidentiality obligations, as well as to effectively oblige and enforce confidentiality obligations from these persons. The Leader/Company is responsible for any violations of these obligations by third parties as for its own actions.
7. In the event of loss or distortion of Confidential Information or unauthorised third party access to Confidential Information, the Leader/Company shall immediately take appropriate protective measures and inform the Organiser about the situation. Such notification, in writing or in the form of a message sent to the Organiser's e-mail address, should describe the circumstances of the event, the scope and consequences of the loss, distortion or disclosure of Confidential Information and the protective measures taken.
8. Upon performance of the Agreement and in the event of termination of the Agreement by either Party, the Leader/Company shall immediately return to the Organiser or shall officially delete all Confidential Information in a manner preventing their restoration. If the above-mentioned Information is officially deleted, the Leader/Company shall notify the Organiser of this fact without undue delay.
9. In the event of a documented breach of the confidentiality rules of the Confidential Information, if the Organiser suffers damage as a result of a breach of the confidentiality rules of the Confidential Information, the Organiser may claim damages exceeding the amount of the reserved contractual penalty in accordance with the general principles of the Civil Code.

10. The confidentiality rules of the Confidential Information provided for in the Agreement, as well as contractual penalties provided for in the Agreement for breaching the confidentiality rules of the Confidential Information, shall apply both during the performance of the Agreement and after its expiry.

§5

Any amendments hereto shall be made in writing, otherwise null and void.

§6

1. The Leader/Company and the Organiser agree that the law applicable to this Agreement shall be Polish law.
2. Business days are understood as days from Monday to Friday, excluding public holidays and holidays at the Organiser.
3. A Party to the Agreement who has changed its address or other identification data is obliged to inform the other Party thereof in writing, under pain of considering the delivery of the notification, communication, declaration of will and knowledge to the address of the Party as made properly.
4. In matters not regulated by the provisions of this Agreement, the provisions of the Act of 23 April 1964 Civil Code and the Act of 4 February 1994 on Copyright and Related Rights shall apply.
5. Any disputes that may arise in the performance of this Agreement shall be settled amicably, and if no agreement is reached within 30 days from the date of presentation of a settlement proposal by one of the Parties to the other Party, shall be settled by a common court having jurisdiction over the registered office of the Organiser.

§7

The Agreement has been drawn up in two identical copies, one for the Organiser and one for the Leader/Company.

Organiser

Leader/Company

Appendix 1a to the Agreement – Statement for the Author with tax residence in Poland

city/town, on

CONTRACTOR'S DATA

<i>First name and surname</i>	
<i>Date of birth</i>	
<i>PESEL (Personal ID Number)</i>	
<i>Address of residence</i>	
<i>Competent tax office</i>	
<i>Bank account number</i>	

TAX DECLARATION

As the Contractor of the Agreement, I hereby declare that:

- 1/ the Agreement is not concluded with own employer,
- 2/ the tax is paid by the Ordering Party.

I declare that I provided the above data in accordance with the facts.

DECLARATION

I declare that in connection with awarding me the title of one of the Winners of the PGS Hackathon, and with presenting my Project to the PGS Project Partners and the public within Infoshare 2022 on 7 October 2022, I accept the remuneration of EUR 2,500.00 (in words: two thousand five hundred euros) gross calculated as follows:

a. Gross amount:		
b. Tax deductible costs:	20.00% x [a]	
c. Taxable income (rounded):	[a]-[b]	
d. Tax amount (rounded):	17% x [c]	

e. Net amount to be paid:	[a]-[d]	
f. To be paid in words:		

Please make the payment by bank transfer (*):

- in EUR

- in PLN (according to the average exchange rate of the National Bank of Poland on the day preceding the payment)

(date and legible signature of the Contractor)

(*) delete as appropriate

Appendix 1b to the Agreement – Statement for the Author with tax residence outside Poland

city/town, on

CONTRACTOR'S DATA

<i>First name and surname</i>	
<i>Date of birth</i>	
<i>Taxpayer identification number</i> Or <i>Number of the identity card and country of its issue</i>	
<i>Country of tax residence</i>	
<i>Bank account number</i>	

DECLARATION

I declare that in connection with awarding me the title of one of the Winners of the PGS Hackathon, and with presenting my Project to the PGS Project Partners and the public within Infoshare 2022 on 7 October 2022, I accept the remuneration of EUR 2,500.00 (in words: two thousand five hundred euros) gross calculated as follows:

a. Gross amount:		
b. Tax amount (rounded):	20% x [a]	
c. Net amount to be paid:	[a]-[b]	
d. To be paid in words:		

(date and legible signature of the Contractor)