



#### Glossary of Legal Terms:

- Local MIT Enterprise Forum (MITEF) Chapter = Fundacja Przedsiębiorczości Technologicznej with its registered seat in Warsaw, registered under KRS No. 566188, NIP 5252623890, REGON 362028771, acting as the operator and organizer of the Program
- PARTICIPATING TEAMS or PARTICIPATING TEAM MEMBERS = the Program participants.
- SUBMISSION = the video, business plan, idea, and all other information pertaining to the application for the Program submitted by the Participating Team.
- PROGRAM = the local MITEF chapter's "MIT Enterprise Forum Challenge" and any activity relating to the "MIT Enterprise Forum Challenge," including the Workshops.
- INSTITUTIONAL FUNDING = funding received from institutional or professional investors, such as pension funds, mutual funds, money managers, insurance companies, investment banks, commercial trusts, venture capital funds, business angels, private equity funds, endowment funds, hedge funds, and some hedge fund investors.
- NON-INSTITUTIONAL FUNDING = Funding that is not institutional funding and no equity ownership has been or will be associated with such funding; it may include, but is not limited to, grants and contests.
- PRIZE WINNERS = any Participating Team that receives a prize awarded in the Program which comprises the participation in the Workshops.
- WORKSHOPS = workshops and meetings with mentors, potential investors, and academics organized by the Local MIT Enterprise Forum (MITEF) Chapter both in Poland and abroad, as the case may be.

#### Rules & Terms of Participation for Participating Teams

1. There is no fee for entry.
2. Participating Team must focus on technology entrepreneurship.
3. Submissions must be entered as a team.
4. Each Participating Team must consist of a minimum of 2 and a maximum of 6 individuals.
5. Each Participating Team may only submit one entry in the Program. Each Participating Team may enter only one entry in only one track (either the industrial track – Energy, Raw Materials, Fintech, Health or general track).
6. Projects submitted into the Program have to be in the early stage phase (minimum MVP is required – besides Health track where projects are accepted in the proof of concept stage)
7. At least 50% of the Participating Team Members must be Polish nationals.

8. Each of the Participating Team Members must be over 18 years of age.
9. If the Participating Team has incorporated a startup company in connection with the idea or start-up presented in the Submission, such company must have been incorporated less than 4 years as of the Submission.
10. If the Participating Team has already launched any operations in connection with the idea or start-up presented in the Submission, such operations should be developed in Poland which does not prevent the Participating Team from expanding their operations outside Poland.
11. Participating Team must incorporate a startup before entering into an agreement with the Local MITEF Chapter concerning their participation in the Program.
12. The Submissions must be the original work solely of the Participating Team. By entering the Program, the Participating Team (at least one of the Participating Team Members or more than one Participating Team Member jointly) shall have all right, title and/or interest in the ideas and/or projects submitted as well as in the business plan, and that by submitting an entry to the Program no contract or third party rights, including but not limited to any patent, copyright, trade secret, trademark, publicity or privacy right has been or will be violated; no proprietary or confidential information of another person or entity has been disclosed in violation of the applicable law.
13. Participating Teams must disclose any funding already received at the time of the Submission.
14. Participating Teams must not have accepted any Institutional Funding in excess of 2,000,000 PLN for the idea or startup being presented in the Submission.
15. Participating Teams may have accepted Non-Institutional Funding for the idea or startup being presented in the Submission.
16. The Participating Teams shall disclose any funding received in connection with the project being presented in the Submission. In the case of any doubts concerning the status of the funding, the Local MITEF Chapter will deliberate on the eligibility of a Participating Team and communicate the decision to the Participating Team.
17. The Submission must be submitted online within the stipulated dates. No late entries will be accepted.
18. If selected as one of the top ideas or startups in the Program, the Participating Teams (including all of Participating Team Members as stated in the Submission) must attend and be present at all required Workshops.
19. The Participating Team shall be responsible for any costs related to their participation in the Workshops, including travel and accommodation costs.
20. The Local MITEF Chapter reserves the right to disqualify at any time any Submission that in its judgment violates the letter or the spirit of the Program guidelines, terms, processes or rules. The decisions of the Local MITEF Chapter are final. Any violation of these rules will disqualify a Participating Team from the Program and result in forfeiture of any Program benefit awarded to the Participating Team.
21. Any Participating Team or Participating Team Member engaging in immoral activities, including lying, cheating or any activity that may adversely affect the image of the Local MITEF Chapter or the Program, will be disqualified at the discretion of the Local MITEF Chapter.
22. Participating Teams will comply with all applicable laws related to their Submission and their participation in the Program. In particular, Participating Teams will comply with terms and regulations of Scale UP program stipulated in Regulation to Scale UP pilot programme and it's annexed with reference to "financial beneficiaries" (<http://poir.parp.gov.pl/dokumentacja/dokumentacja-do-scaleup>)

23. If selected as one of the top ideas or start-ups in the Program, each of the Participating Team Member as stated in the Submission will enter into an agreement with the Local MITEF Chapter concerning their participation in the Program and specifying the terms and conditions set forth herein. If any of the Participating Team Members refuses to enter into the agreement concerning his or her participation in the Program as proposed by the Local MITEF Chapter, the Local MITEF Chapter may deny his or her participation in the Program or the participation of the given Participating Team.
24. Prior to filing the Submissions, Participating Teams are urged to take all necessary steps to ensure adequate protection of any intellectual property described in their Submission.
25. The Local MITEF Chapter reserves the right that any content included in the Submission (including the identities of the Participating Team Members, the short written description of the idea/startup, and the video) may be shared by the Local MITEF Chapter for any Program or publicity related purpose, and **will not be considered confidential**.
26. The Participating Team Members agree to use his or her image in the marketing and/or information materials concerning and in connection with the Program. The Participating Team Members agree that pitch videos concerning their respective projects may be uploaded to the MIT Enterprise Forum Global Video Portal.
27. At least one of the Participating Team Members holds relevant rights to use the intellectual property in connection and/or for the purpose of the Participating Team's project presented in the Submission; such property rights have been validly and effectively acquired by at least one of the Participating Team Members, and they are not encumbered with third parties' rights.
28. For any doubt about the legal status of a Participating Team, Participating Team Member, third party intellectual property, or any other aspect of the Participating Team's Submission, the Local MITEF Chapter strongly urges the Participating Team to seek independent legal counsel. The Local MITEF Chapter cannot provide any legal advice regarding intellectual property or any other issues.
29. By accepting the Submission of a given Participating Team in the Program and/or by selecting the project of a given Participating Team as one of the top ten ideas or start-ups in the Program, the Local MITEF Chapter and/or any person related to the Local MITEF Chapter shall be under no obligation to perform any services and/or undertake any actions for the benefit of any of the Participating Team Members, unless specified otherwise in the respective agreements entered into between the Participating Team Members and the Local MITEF Chapter. None of the Participating Team Members shall have any claim and will not raise any claims towards the Local MITEF Chapter or any person or entity involved in the Program on any basis, including on the basis of participation in the Program, and he or she waives claims that he could have if any. The Local MITEF Chapter and the Program are not responsible in any way for agreements between Participating Teams or Participating Team Members and third parties.
30. Neither the Local MITEF Chapter nor any person involved in the Program on the side of the Local MITEF Chapter, the MIT Enterprise Forum or the Massachusetts Institute of Technology shall bear liability for any damage incurred by the Participating Teams or Participating Team Members in connection with their participation in the Program.
31. Materials submitted to the Program become the property of the Local MITEF Chapter and will not be returned to the Participating Team.

32. Participating Teams and Participating Team Members agree that they will not use the name Massachusetts Institute of Technology or the MIT Enterprise Forum or any variation, adaptation, or abbreviation thereof, or of any of its trustees, officers, faculty, students, employees, or agents, or any trademark or logo owned by MIT or MIT Enterprise Forum in any advertising or publicity without the written permission of the MIT Technology Licensing Office for MIT or of the MIT Enterprise Forum.
33. All Participating Teams agree to participate in media and press opportunities related to the Program. These opportunities include, but are not limited to:
  1. All Participating Teams may be asked to provide a short written description of their idea or start-up that will be made available to media and may be released publicly, either in part or in its entirety.
  2. All Participating Teams may be asked to speak to the media for any Program related interviews when requested by the Local MITEF Chapter.
  3. All Participating Teams may be asked to provide quotes and/or content for any Program related press releases.
  4. Participating in media and press opportunities in no way requires Participating Teams to disclose any proprietary or otherwise confidential information related to their businesses. The Local MITEF Chapter agrees to provide consultation to any team, upon request, to avoid such disclosures while participating in press related opportunities.
34. The Local MITEF Chapter reserves the right to annul, postpone, cancel or amend the Program for any reasons whatsoever, without prior notification to the Participating Teams. The Local MITEF Chapter bears no responsibility whatsoever for any such annulment, postponement, cancellation or amendment. The Local MITEF Chapter shall promptly notify the Participating Teams for any such annulment, postponement, cancellation or amendment.
35. The Local MITEF Chapter bears no responsibility in the event of interruption, postponement, cancellation or annulment of the Program due to external factors or force majeure (indicatively due to natural disasters, strikes, war, acts of terrorism or threats of terrorism, accidents, fires, floods or other natural disasters or social disorders, etc.) which make it extremely difficult or impossible to hold the Program and that the abovementioned events lay beyond the scope of control and therefore the responsibility of the Local MITEF Chapter and the Local MITEF Chapter is relieved pro rata and without penalty from its reciprocal obligations from the Program.
36. After the end of the Program, any obligation of the Local MITEF Chapter ceases to exist. The M Local MITEF Chapter shall neither have nor undertake any obligation with regard to any of the Participating Team Members.
37. Each of the Participating Team Members gives his or her consent that the Local MITEF Chapter may process and keep his or her personal data in accordance with the Act on Personal Data Protection dated 29 August 1997 for any purposes related to the Program and/or for any marketing and information purposes, including in particular by way of collecting and storing such data in the data base of the Participating Team Members, and/o sending correspondence by post or via email.
38. The Terms of Participation and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of Poland
39. The Polish courts will have exclusive jurisdiction over any claim arising from, or related to the Program.
40. The Terms of Participation have been compiled in Polish and English, with the Polish language version as the prevailing one in the case of any doubts.