

**General Rules & Regulations**  
**First International Competition "Saule Technologies Awards 2020"**

**A. GENERAL PROVISIONS**

1. The Regulations define the rules of organization and rules for selecting Winners of the 1st International Saule Technologies Awards 2020 Competition, under which three independent competitions will be held in the following categories (hereinafter referred to as "Competitions").

**1.1. BAPV (Building Applied Photovoltaics);**

Competition for the preparation of the concept of implementing Organizer's solutions for existing completed buildings. The goal of the solution is to let existing buildings generate green energy and make photovoltaic cells neutral for landscape and architecture. The competition includes design and visualization with elements of the Organizer's perovskite cells.

**1.2. IoT (Internet of Things);**

Competition for the preparation of the concept of enriching the existing everyday use product with the Organizer's photovoltaic cell causing that this product gets a "new life" and through its new properties solves the existing problem of charging it. The competition includes the creation of product concepts that can be driven by the Organizer's perovskite cells in both daylight and artificial light conditions;

**1.3. e-Mobility;**

Competition for supporters of the e-Mobility industry for the implementation of a product solution with photovoltaic cells of the Organizer in the urban space that contributes to the generation of energy for electric vehicles. The competition involves creating a vision of using the Organizer's solutions.

2. The Competition Organizer, hereinafter referred to as the "Organizer" or "Competition Organizer" is a company under the business name Saule S.A. with its registered office in Warsaw, ul. Postępu 14B, 02-676 Warsaw, registered under KRS number 811142.

3. Substantive supervision over the Competitions is exercised by the Competition Jury, consisting of representatives of the Organizer and its Partners: Skanska S.A., American American Chamber / 3M Poland Sp. z o.o., the British-Polish Chamber of Commerce, Scandinavian-Polish Chamber of Commerce, Polish Alternative Fuels Association, ECR Polska, Polish Association of Ecological Building. The full name and addresses of the

Partners are available on the Competition Organizer's website at <http://awards.sauletech.com>.

4. The Competition Jury will assess the competition submissions and select the winners of the Competitions.
5. Competitions are open and international.
6. The term "Participant" used in the following Regulations applies to individuals, teams of individuals, and other entities (legal entities, other entities that are not natural or legal persons) participating in Competitions.
7. The team of individuals, or teams dedicated by other entities may take part in Competitions. The team may include people of various specialties (e.g. architects, engineers).
8. The competition consists of two stages and includes: (i) the score by the Competition Jury of all submitted works that meet the formal conditions set out in these Regulations (ii) the selection of the winning competition entry by the Competition Jury from among the works that have previously obtained the highest score.
9. The Competition Participant may submit more than one work, but not more than one in a given competition task.
10. Participation in the Competition is free.

## **B. PURPOSE OF THE COMPETITION**

The purpose of the Competitions is to:

- promote the Organiser's solutions around the world;
- education of Participants, partners of Competitions, chambers of commerce, associations, organizations and their members about the Organiser's pro-ecological technological solutions.

From among the submitted works, the Jury of Competitions selects Winners whose works best fulfill the competition tasks and have an interesting concept, original or innovative approach to the competition task, and also include in the joint architectural and engineering task the Organiser's material and technological solutions.

## **C. COMPETITION WORKS**

1. Competition works are understood as design concepts submitted to the Competition, which are the Participants' own answer to the competition tasks described in Section A.
2. The competition work must meet the following formal conditions:
  - 2.1. must be in English;
  - 2.2. its sole author is the Competition Participant (originality of the idea);
  - 2.3. contains a study to the extent specified in the Competition's task;
  - 2.4. takes into account the proper selection of material or technological solutions selected by the Competition Participant from the Organiser's technological solutions. The list of Organiser's technological solutions is available on the website [www.sauletech.com](http://www.sauletech.com);

- 2.5. has its own title assigned by the Participant;
  - 2.6. does not contain any markings enabling the identification of authors, companies;
  - 2.7. the work may not infringe upon copyrights and related third parties.
3. The Competition Participant has the full and unlimited right to use material and technological solutions prepared and made available by the Competition Organizer in the competition work and may contact the Organizer's representatives for consultation.
  4. The subject of the Competition is to select from the competition entries submitted by Participants the best entries in terms of workshop, visual and aesthetics,
  5. The competition work must contain content directly related to the subject of the Competition, it should be a manifestation of the Participant's creative work; may not contain advertising content, trademarks, logos, industrial designs and markings regarding any entities; may not infringe the rights of third parties.

#### **D. TERMS OF PARTICIPATION**

1. Participants of the competition may be adult (over 18) individual persons, legal persons, other entities (not being natural or legal persons) regardless of the place of residence/seat.
2. The following may not take part in the competition: (i) employees or persons representing the Organizer, Partner and other entities having regular business relations with them; (ii) persons involved in the organization and conduct of the Competition - regardless of the legal basis of this relationship; (iii) members of the immediate families of the persons listed in points (i) and (ii) by which are understood in particular their ascendants, descendants, siblings, spouses, half-siblings, and their descendants, parents of the spouses, persons in adoption relationship and in the joint cohabitation (iv) entities related personally and capital with the Organizer. The organizer (at the stage of accepting applications for the Competition) is entitled to verify the information specified above. Persons who do not meet any of the requirements specified above will not be qualified for the Competition / will be excluded from the Competition.
3. The contestant is obliged to comply with the rules set out in these regulations. Participation in the competition, as well as the rights and obligations associated may not be transferred to other persons.
4. The condition of Participant's participation in the Competition is registration on the [awards.sauletech.com](http://awards.sauletech.com) website.
5. The participant at the request of the Organizer will send an additional form confirming the following data: name, surname, contact phone number, e-mail address, company name, country of origin, area of Competition application, power of attorney granted to represent the Participant (in the case of legal persons and other entities other than natural and legal persons).
6. The date and time of submitting the Competition entry to the Organizer is decisive for keeping the deadline for submitting to the Competition.

7. The Participants will be notified of the receipt of the competition entry by email within 14 days of submitting the entry to the Competition to the email address provided by the Participant.
8. Obtaining the status of Competition Participant takes place upon the obtaining of the competition work by the Organizer.
9. The Organizer reserves the right to verify the Participant's personal data. For this purpose, the Organizer may request the Competition Participant to show identity documents and document granting a power of attorney (in the case of legal persons and entities other than natural and legal persons. Refusal to submit the above-mentioned documents for inspection or use by the Participant of false personal data or other information excludes him from participation in the Competition.
10. Works that do not meet the requirements set out in the Regulations will not be evaluated, which is equivalent to not qualifying the works for the Competition.
11. By submitting a competition entry, the Competition Participant consents to the unrestricted and free presentation by the Organizer and Partners of the Competition of all or part of his competition work, along with the team name, company name, names and surnames of the authors, the name of the university, design studio, engineering workshop or other place the employment of authors and the image of the author (authors).
12. By submitting a competition entry, the Competition Participant agrees to the processing of his personal data in accordance with the wording of Appendix 2 to the Regulations. It may also withdraw the previously voluntary consent to the processing of personal data at any time by sending an appropriate e-mail statement to: [awards@sauletech.com](mailto:awards@sauletech.com). Withdrawal of consent is equivalent to resignation from participation in the Competition. In the case of a Competition Participant who is a legal person or other entity than a natural or legal person, the person submitting the competition entry ensures that he has obtained the written consent for the Organizer to process the personal data of the authors of the works indicated in the competition application and will provide the indicated consent at each request of the Organizer.
13. All costs related to participation in the Competition and preparation of competition entries shall be borne by the Competition Participant.
14. Sending the work is tantamount to accepting the rules of the Competition.
15. The Organizer of the Competition does not return the submitted works.

## **E. EVALUATION OF COMPETITION WORKS**

When selecting the Winners, the members of the Competition Jury are guided by their subjective assessment resulting from their knowledge and experience, paying attention to:

- 1.1. original, innovative and interesting approach to answering the competition task;
- 1.2. breaking the mould;
- 1.3. quality of the designed solution;
- 1.4. principles of sustainable design;

- 1.5. technical correctness of the project;
- 1.6. ability to dimension selected construction elements;
- 1.7. use of modern design tools and computational programs;
- 1.8. selection of other necessary materials and technologies;
- 1.9. technical correctness of the project;
- 1.10. usefulness of the presented solution in everyday use.

Scoring scale:

- Business potential (very high importance scale: 0-15 points)
- Technical potential (high importance scale: 0-10 points)
- Assessment of the competence of the future Product Owner (low validity scale: 0-5 points)

The maximum score is 30 (thirty) points.

Projects rated at 22 (twenty two) or more points will go to the next stage, which will be synonymous with nomination for the prize in the Competition.

The winners will be selected by the Competition Jury.

## **F. COMPETITION JURY**

1. Works in each Competition will be evaluated by the Competition Jury.
2. The works of the Competition Jury are led by the Leader. The leaders are: Mateusz Boruta ECR Poland (BAPV), Agnieszka Zielińska Scandinavian-Polish Chamber of Commerce (IoT), Maciej Mazur Polish Alternative Fuels Association (e-Mobility).
3. In the event of disagreement between the Jury members regarding the winning work, the Leader chooses the winning work.
4. The jury has the right to withdraw from awarding prizes in individual competition tasks or to divide them differently. It may also grant special or additional awards.
5. The decisions of the Jury are final and not subject to appeal.

## **G. SCHEDULE**

1. The deadline for submitting works is from May 22.2020, 12.00 AM to August 22.2020, 12.00 AM.
2. The Competition Winners will be announced in Warsaw at the location indicated by the Organizer on 22 September 2020 and on the Organiser's website [www.sauletech.com](http://www.sauletech.com) and [awards.sauletech.com](http://awards.sauletech.com).
3. The Organizer of the Competition, in agreement with the Jury, may change the above dates without giving reasons.

## **H. COPYRIGHT / LICENSE FOR COMPETITION WORKS**

1. By submitting a Competition entry, the Participant grants the Organizer a free, non-exclusive, unlimited time license to use the works contained in the submitted competition entry in order to conduct and promote the Competition on all fields of exploitation known at the time of the announcement of the Regulation.
2. Transfer of proprietary rights to works that have won the competition will take place after the results of the competition are announced by concluding a contract between the Organizer and the Winner, in accordance with Annex 1 to the Regulations.
3. Regardless of the wording of paragraph 1-2 above, the Participant submitting a competition entry to the Competition grants the Organizer of the Competition - a non-exclusive, irrevocable, free, unlimited territorial license to the competition work on all fields of exploitation known at the time of the announcement of the Regulations for a 5 (five) years which after this period is converted into a license for an unlimited period with a 2 (two) years withdrawal notice . At the request of the Organizer, the Participant shall conclude a contract with the Organizer in accordance with Appendix 1 to the Regulations.
4. In the event of a breach of the copyright of third parties, the Competition Participant who submitted the contested work shall be solely liable.
5. By submitting the entry to the Competition, the Participant declares that he is the author (owner in case of submission by a Participant who is not a natural person) of the submitted competition entry and that he does not infringe in any way on copyright and related rights or personal rights of third parties.
6. The Participant undertakes to cover all costs to which the Organizer will be exposed in connection with claims of third parties for infringement of their copyrights in connection with submission of works to the Competition.

#### **I. WINNING COMPETITION WORKS**

1. The Organizer allows the granting of special prizes and distinctions funded by the Organizer, Competition Partners or other entities.
2. Honored works and works of the Winners will be published on the Organiser's website, international press and architecture portals without obtaining the separate consent of the Participant.
3. The competition entry selected by the Competition Jury as the winner will be the substantive basis for the application for co-financing from EU funds (or similar in nature, e.g. Norway Grants) for the implementation of the project (hereinafter: "Project").
4. In the event of the Organizer signing a contract for co-financing for the implementation of the Project, the Organizer shall sign a cooperation agreement with the Winner (one or more persons being part of the Participant's team): (i) for a remuneration of PLN 5,000 for the first 10 months of the Contract (total PLN 50.000), (ii) requiring only temporary commitment of up to 10 hours per month, (iii) where the purpose of such an agreement will be to advise the Participant as part of the R&D implementation team of the Organizer

and Partner as part of implementing the Project. If the Winner is not a natural person, the Winner indicates a specific natural person (natural persons) who will be entitled to conclude a cooperation agreement with the Organizer.

5. Considering the above, the prize for the Winner in the Competition is PLN 50.000 equivalent which means that the sum of the prizes in the Competition reaches PLN 150.000 equivalent (3 Competitions x PLN 50,000 PLN equivalent).

## **J. FINAL PROVISIONS**

1. Contact in all matters related to the Competition is possible via the Organizer's e-mail awards@sauletech.com
2. In matters not covered by these Regulations, the relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code, the Act on the protection of personal data and the Act on copyright and related rights.
3. Both Competition Participants and the Organizer shall endeavor to resolve any disputes arising in connection with the Competition in a conciliatory, negotiable or amicable manner. All disputes regarding the Competition that cannot be settled amicably or amicably will be resolved by a competent common court.

### Appendix 1

*Italics are the contractual provisions if the Winner is a natural person - the Author*

Transfer of proprietary copyrights to the competition work Agreement  
concluded between:

(...)

hereinafter referred to as "the Author" ("Owner" if the Winner is not a natural person)

and

Saule S.A. with its registered office in Warsaw at ul. Postepu 14b (02-676 Warsaw), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the number KRS: 0000811142, NIP : 5223010943, REGON: 146985340, with share capital in the amount of PLN 1,249,950 (in words: one million two hundred forty nine thousand nine hundred fifty PLN 00/100), represented by (...) hereinafter referred to as: "SAULE "

The Author and the SAULE together also called: "Parties"

with the following content:

§ 1

#### Author's/Owner's statements

1. The Author/Owner declares that he is the sole author/ entitled to ownership of the works included in the competition work submitted as part of the "Saule Technologies Awards 2020" ("Competition"), hereinafter referred to collectively as the "Work".
2. *The author declares that the Work was performed by him personally, does not constitute a development of someone else's work and he has full property rights to him and that he may dispose of the copyright to the work in the scope of concluding and performing this contract (hereinafter also referred to as: "Agreement").*
3. The Author/Owner declares that the property rights to the Work are not limited or encumbered in favor of third parties and that the transfer of property copyrights to SAULE does not infringe any third party rights.
4. The Author/Owner declares that his copyrights to the Work have not been seized within the meaning of the provisions on enforcement proceedings.

#### § 2

##### Subject of the contract

1. On the basis of this Agreement, the Author/Owner transfers to the SAULE in full copyright to the Work in respect of all fields of exploitation known at the time of conclusion of the Agreement, in particular in the following fields of use:
  - a. in the scope of recording and reproduction of the Work - production of copies of the Work using a specific technique, including printing, reprographic, magnetic recording and digital technique;
  - b. as regards trading in the original or copies on which the Work has been recorded - placing on the market, lending or renting the original or copies;
  - c. in the scope of disseminating the Work in a way other than specified in point b - public performance, exhibition, displaying, reproducing, broadcasting and rebroadcasting, as well as making the Work publicly available in such a way that everyday can have access to it in place and time by themselves selected.
2. Upon accepting the Work, SAULE acquires ownership of the copy of the Work and the data carrier on which the Work has been recorded.
3. The Author/Owner hereby agrees to SAULE making any changes, updates and additions to the Work.
4. The Author/Owner hereby authorizes SAULE to exercise dependent copyright on the development of the Work and transfers to the SAULE the exclusive right to authorize the exercise of dependent copyright.
5. SAULE is not obliged to mark the copy of the Work each time.
6. The Author/Owner undertakes not to conclude further contracts, the subject of which will be the transfer to third parties of copyrights to the Work.
7. *The Author declares that he will not use the personal copyright to the Work. Author authorizes SAULE to decide on the first public release of the Work.*



### § 3

#### Equivalent

1. The equivalent to Author/Owner for the transfer of copyrights to the Work are the SAULE's services specified in the Competition Regulations (including promotion of the Author's person/Owner etc.).

### § 4

#### Final Provisions

1. The Parties undertake to keep the provisions of this Agreement secret.
2. Any changes to the content of the Agreement and its supplements should be made in writing as an annex to this agreement, otherwise being null and void.
3. The contract shall enter into force on the day of its signing.
4. In matters not regulated herein, the provisions of the Act of 4 February 1994 Copyright and Related Rights (Journal of Laws 1994 No. 24 item 83 as amended) and the provisions of the Civil Code shall apply.
5. The Agreement has been drawn up in two identical copies, one for each Party.

Appendix No. 2 Participant's consent to the processing and publication of personal data

***I agree to public disclosure of my name in connection with participation in the "Saule Technologies Awards 2020" Competition in all announcements and information about Competition and its results.***

The administrator of the data provided by the Competition Participant is Saule S.A. based in Warsaw. In matters regarding the Competition, I can contact Competition Organizer by email: [awards@sauletech.com](mailto:awards@sauletech.com).

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Personal data provided by the Competition Participant will be processed for the purpose of organizing, promoting and conducting the Competition, publishing information about the winners of the Competition and their work on the Organizer's website or in educational and information activities and in the media in connection with the promotion of the Organizer's activities, as well as for the purposes of archiving and accountability required by the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council [1] on the protection of personal data, hereinafter referred to as the GDPR.

Personal data of Competition winners and individuals receiving prizes may be forwarded to the prize founders in order to complete the formal requirements related to receiving the prizes.

The administrator processes the indicated personal data on the basis of a legitimate interest, which is:

- enabling participants in the Competition to take part in it,
- enabling the competition to be carried out,
- publishing information about the winners,
- documents archiving.

Personal data is processed on the basis of consent, in accordance with art. 6 letter. a. GDPR.

You have the right to:

- access to your data and receive a copy thereof;
- correct your data if it is incorrect or outdated, as well as the right to delete it, in the event that the data are not processed in order to fulfill the obligation arising from a legal provision or in the exercise of public authority;
- limiting or objecting to data processing;
- lodging a complaint to the President of Personal Data Protection Authority.

Providing personal data is voluntary, but necessary to enable the Administrator to organize the Competition, notify the winners of the awarding of prizes and the processing of data in connection with the Organizer's activities.

The administrator does not process the personal data of competition participants and persons indicated in the annexes to the abovementioned Regulations in a manner based solely on automated processing, including profiling.