

TERMS AND CONDITIONS OF THE USE OF LEOTHON ONLINE PLATFORM

I. DEFINITIONS

Regulations - these regulations. These Regulations define the general rules for the functioning and use of the Leothon Online Platform User Account and the terms of use of services available to the User possessing the Account. The Regulations are made available by the Service Provider free of charge before the conclusion of the contract for the provision of electronic services, and also at the User's request in a manner that allows obtaining, reproducing and recording the content of the Regulations using the ICT system used by the User.

Kozminski Business Hub - the company under Kozminski Business Hub Sp. z o.o. (Ltd.) with its registered office in Warsaw (03-301), in 59 Jagiellońska St, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS 0000654144, with VAT number 1132925416, with share capital of PLN 50 000.00 paid in full;

The Leothon Online platform - an internet portal made available via the Internet available at www.leothon.kozminskihub.com, the administrator is Kozminski Business Hub Sp. z o.o. (LOP)

Administrator / Service Provider - an entity administering the Portal and providing the Account service -Kozminski Business Hub Sp. z o.o.

Account - a set of data and settings provided by the user related to the operation of services on the Portal that require logging in.

Profile - a set of information, data provided voluntarily by the User in the process of setting up an Account.

User - a natural person, registering in the Portal and thus activating the Account service.

Project - project of the Team aimed at applying to the Challenge

Challenge - Client's task placed by the Administrator on LOP

Client - a natural person or a legal person in whose interest the Administrator, on the basis of a separate Agreement, places information on Projects on LOP in order to obtain solutions from the Team

Team - A group of at least two natural persons jointly implementing the Project

II. ACCOUNT

1. Using the services provided by the Administrator under LOP and creating an Account. An account is a service that requires registration through the website www.leothon.kozminskihub.com (details of registration in point III of the Regulations). The account allows access to services provided to Users.
2. The use of some services may be conditioned by providing additional data by the User. The data required in this case is data necessary for the proper provision of the service. Providing the data is voluntary. A special service is to qualify the user and / or their project for the selected Challenge.
3. The User who has an Account (1) obtains access to the Profile, which they can manage via a panel available on every website of the Portal.
4. Technical requirements necessary to use the Account: any web browser.

III. REGISTRATION AND LOGIN

1. The condition for creating an Account is the User's passing the registration procedure consisting in completing the registration form by providing: e-mail address and password, and the relevant consents. The user then receives an activation link to the e-mail address provided. After clicking on the link, the account is activated.
2. The provided data in the form of an e-mail address and password will serve the User to log in to the Account.
3. During the registration process, the user consents to the processing of these data in accordance with the content of the Act of 29.08.1997 on the protection of personal data Dz. U. No. 133 of 1997, for purposes related to the functioning of the Account.
4. The User may consent to the use of data for marketing purposes to receive from the Service Provider and its partners commercial information and to receive the indicated newsletters. The above consents are voluntary, and their absence does not affect access to the Account service.
5. The user should protect the password indicated at registration and not share it with third parties.
6. The user is responsible for the accuracy of the data provided during the Registration.
7. The Service Provider reserves the right to verify the information provided in the Compulsory Fields. In the event of a negative verification of the information referred to in the preceding sentence, the Company refuses to register on the Leothon Online Platform.

IV. CONDITIONS AND RULES FOR USING THE LEOTHON ONLINE PLATFORM BY REGISTERED USERS

1. Registered User has the possibility to submit their Project by accepting the Regulations of a given Challenge and sending the required documents in the formats indicated in the description of the Challenge.

2. A Registered User has the option of entering the name of the Team to which the Challenge should be entered in the Team Name field at each Challenge.
3. Registered User has the possibility to edit data, change password and add their profile photo in the Edit Profile tab.
4. The user receives points for activities carried out on the Leothon Online platform, including account registration, registration for a given Challenge, submission of a qualification task or recommendation (if required), submission of the final solution, gained place in a given Challenge. The level of activity and the User's involvement on the platform determines the number of points and the rank of the User.
5. Depending on the number of points, the User has a certain rank. The Administrator reserves the right to change the number of points qualifying the User to a given rank.
6. Each time, the scoring will be available on the Administrator's website at www.kozminskihub.com

V. RESPONSIBILITY

1. The User is responsible for the use of the Account by the User.
2. The User is not authorized to use the access data to the Account of another User.
3. The Service Provider undertakes to make every effort to ensure the proper functioning of the Portal and its availability around the clock, and that the services available on the Portal are of the highest quality.
4. The Service Provider reserves the right to (1) change the Account's capabilities, in particular the scope and type of services and functionalities, keeping the appropriate procedure for informing Users about the changes (2), periodic technical breaks necessary to develop the service and minimizing the risk of failure. The Service Provider will make every effort so that they do not affect the User's ability to use the Account. The Service Provider reserves the right to resign from offering the service after informing the Users in advance.

VI. AGREEMENT / WITHDRAWAL / TERMINATION

1. The Agreement for the use of the Account is concluded between the User and the Service Provider.
2. The contract is regulated by these Regulations.
3. The contract is concluded for an indefinite period. The contract period begins with the User completing the registration process.
4. The User who is a consumer may withdraw from the contract for the provision of Services by electronic means without giving any reason and without incurring costs. In the event of withdrawal from the contract, it is considered to be null and void.
5. To use the right to withdraw from the contract, the User must delete the account. Removal of the Account takes place by writing an appropriate e-mail request from the e-mail address to which the account was created to the address info@kozminskihub.com with the title of the message Request to delete the account.
6. The User has the right to terminate the contract for the use of the Account service at any time without giving a reason, with immediate effect. In this case, the User should delete their Account.
7. The User declares that they are aware of the fact that termination of the contract will result in the loss of access to services available to Users.

8. Each party to the contract has the right to terminate the contract for an important reason. An important reason is particularly when (1) the User in a culpable manner violates the law, Regulations, regulations of individual services available after logging in, (2) the User's behavior significantly adversely affects the possibility of using LOP services by other Users, (3) the User's Account is used by third parties, (4) The User shall request the Administrator to stop processing personal data necessary to provide the service.

VII. PRIVACY POLICY

1. The administrator of your personal data within the meaning of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 (hereinafter: "RODO"), is Kozminski Business Hub Sp. z o.o. with headquarters in Warsaw at ul. Jagiellońska 59, 03-301 Warsaw.
2. The Administrator treats privacy protection, including the protection of Users' personal data as a priority and makes every effort to protect this privacy. It takes all precautions to ensure that personal data provided by Users to Users is protected against loss, destruction, disclosure, unauthorized access or improper use.
3. The administrator processes personal data on the principles set out in this document for the following purposes:
registration on the Leothon Online Platform
implementation of services offered through the Leothon Online Platform
sending commercial information regarding activities related to the Leothon Online Platform (with prior consent)
profiling (with prior consent).
4. The legal basis for the processing of the User's data is their consent.
5. The recipients of the User's personal data are:
persons authorized by the Administrator to process data in the course of performing their official duties;
entities to which the Administrator orders performance of activities that involve the need to process data (processors).
6. The data will be stored for people who:
were registered on the Leothon Online Platform until the account was deleted;
have agreed to conduct direct marketing, commercial communication and profiling until withdrawal of consent.
7. The User's personal data is not transferred to Third Countries, ie outside the European Economic Area (EEA), or international organizations.
8. The user has the right to access their data and, subject to the law, the right to rectify, delete, limit processing, the right to data transfer, the right to object to the processing. If the User wants to make use of their rights, please send a message to: info@kozminskihub.com
9. The user has the right to withdraw consent at any time without affecting the legality of the processing, which was made on the basis of consent before its withdrawal.
10. The user has the right to lodge a complaint with the supervisory body.
11. Providing data is voluntary, but necessary to achieve the goals to which they will be collected.
12. The User's data is processed in an automated manner and is profiled for development and statistical purposes, exclusively for the internal needs of the Administrator.
13. For more information on how to exercise the rights, the User may obtain by contacting the Administrator by sending a message to the following address: info@kozminskihub.com.

14. The Administrator makes every effort to provide all means of physical, technical and organizational protection of personal data against their accidental or deliberate destruction, loss, alteration, unauthorized disclosure, use or access, in accordance with all applicable regulations.
15. LOP uses the so-called cookies to better meet the expectations of Users. They are used to adapt the website to the User's needs. They are also used for statistical purposes. The Leothon Online platform uses performance cookies, which are used to collect information about how to use the website, and functional, allowing you to remember user settings, e.g. in the selection of the preferred language. You can block the saving of cookies by changing your browser settings. If you do not change these settings, you accept the cookies used on this site to ensure the convenience of using LOP.

VIII. COPYRIGHT

1. The Administrator and the Client acquire proprietary copyrights to the awarded works, at the moment of releasing the prize to the Participants, in accordance with art. 921 § 3 of the Civil Code (consolidated text: Journal of Laws of 2017, item 459), unless the specific regulations of a given challenge state otherwise.
2. Participants of the Competition, referred to in paragraph 1 may apply for the prize from the moment of announcing the results of the Competition to 48 hours. After the deadline specified in the previous sentence, the prizes are forfeited, and the provisions of this section VIII of the Copyright are not applicable.
3. Cash prizes, within 14 days from the submission of the Competition Participants to the receipt of the prize, will be transferred by the Organizer to the bank accounts indicated by the Participants. Possible material prizes will be issued to Participants immediately after the results of individual Competitions are announced
4. Participants' application for receiving the prize may take place in any form possible, in a manner allowing identification of the Participant and indicating the basis for applying for the prize.
5. Acquisition of proprietary copyrights referred to in paragraph 1 in the scope in which the work is a computer program takes place in particular in relation to the following fields of exploitation:
 - a. permanent or temporary reproduction of the work (program) in whole or in part by any means and in any form,
 - b. translation, adaptation, change of layout and making any other changes,
 - c. distribution, including lending or rental of the solution or its copies,
 - d. permitting third parties to exercise copyright in relation to a work (program).
6. Acquisition of proprietary copyrights referred to in paragraph 1 in the scope in which the work is not a computer program, takes place in particular in relation to the following fields of exploitation:
 - a. consolidation and reproduction by all known techniques, including digital, magnetic, photosensitive, electronic, all video techniques, printing and printing techniques,
 - b. introduction to computer memory and free sharing in computer networks, including: Internet and Intranet - in particular by permanently placing on the public website of whole works or their parts in a manner allowing free, multiple copying to any interested person,
 - c. the introduction of copies and carriers and copies of copies and carriers on the market,
 - d. public playback,
 - e. public distribution of copies and media,
 - f. public performance,
 - g. renting and lending,
 - h. issue,
 - i. display,
 - j. drawing up foreign-language versions (as well as using techniques enabling the transfer of information for people with various disabilities).

- k. broadcasting using a wired or wireless vision or other means via a computer network, including posting videos on the Internet without any restrictions, excluding the possibility of publicly broadcasting films or parts thereof on television.
- l. allowing third parties to exercise copyright related to the solution.

IX. COMPLAINTS

1. The User has the right to file complaints regarding the services provided by the Service Provider in the area of LOP.
2. The entity authorized to consider complaints is the Service Provider.
3. Complaints should be sent in particular to the e-mail address: info@kozminskihub.com in electronic form from the e-mail address to which the Account was created. An e-mail in the subject field of the message should contain the word: "complaint" and should contain: (1) the subject of the complaint and justification (2) the User's identification (user's e-mail address).
4. The Service Provider reserves the right to ask the User to complete the information contained in the complaint, if the information provided by the User is incomplete and therefore it will not be possible to resolve the complaint by the Service Provider. In addition, the Service Provider reserves the right to extend the period specified in point 5 below in the event that the recognition of the complaint requires special messages.
5. Complaints will be considered by the Service Provider within 14 days of their receipt. The decision of the Service Provider regarding the complaint will be forwarded to the User at the e-mail address indicated in the complaint.
6. The user who is a consumer, after completing the complaint procedure, has the option of using out-of-court methods of dealing with complaints and pursuing claims. The user may, in particular, use the mediation procedures provided by the provincial inspectorates of the Trade Inspection or permanent amicable consumer courts operating at the Provincial Inspectorates of the Trade Inspection. Detailed information on extrajudicial ways of dealing with complaints and redress, as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer spokesman, social organizations, whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection. Important information in this regard can also be obtained on the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl. The use of non-judicial means of dealing with complaints and pursuing claims is voluntary and can only take place if both parties to the dispute agree. The above provision is for information purposes and does not signify that the Service Provider agrees to participate in out-of-court procedures for handling complaints and redress.
7. In other cases, any disputes shall be submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure.

X. FINAL PROVISIONS

1. The Service Provider reserves the right to change the provisions of the Regulations. Information regarding amendments to the Regulations will be communicated to Users by placing such information on the Portal website within 7 days before their entry into force. If the User does not agree to the changes made to the Regulations, the User should stop using the Account service.

2. Unless otherwise stated in these Regulations, the Service Provider will communicate with the User by e-mail.
3. If it is found that any of the provisions of the Regulations is for any reasons, in part or in whole, affected by the sanction of invalidity, the Service Provider undertakes to make such changes to its contents, so that this will be null and void. The invalidity of one of the provisions of the Regulations shall not affect the validity of its other provisions.
4. All information about violations by Users of these regulations should be directed to info@kozminskihub.com
5. Regulations come into force on 4th March 2019.