

PROGRAM REGULATIONS "Female Startup Pre-accelerator"

PREAMBLE

Female Startup Pre-accelerator - a pre-acceleration program dedicated to 25 idea/pre-seed stage startups. The program goal is to support the growth of female businesses and equip them with basic business knowledge through a series of workshops and 1on1 consulting sessions. In the final phase of the program, 10 participants will be selected to each receive a 10,000 USD grant.

§ 1. DEFINITIONS

The terms used in the Regulations shall mean

Organizer

The organizer of the "Female Startup Pre-accelerator" Program is HUGE THING Spółka z ograniczoną odpowiedzialnością (a Limited Liability Company) with its registered office in Poznań at ul. Św. Marcin 11 Poznań, entered into the Register of Entrepreneurs maintained by the District Court in Poznań – Nowe Miasto and Wilda, VIII Commercial Department of the National Court Register under the number KRS 0000411691, NIP 9721238305, REGON 302055042, hereinafter referred to as the Organizer.

Female Startup Pre-accelerator / Program

The Program is organized under the terms of these Regulations, directed by the Organizer to Participants who wish to develop their startups.

Startup

It should be understood as an innovative business project at least at the MVP (Minimum Viable Product) stage led at least in half by a female (founder/co-founder/CEO) with Polish or Ukrainian citizenship or with more than 30% of the senior leadership team to be female with Polish or Ukrainian citizenship.

Participant

It should be understood as the female citizen of Poland or Ukraine, founder/co-founder/CEO of a startup, and an entrepreneur within the meaning of the Polish Entrepreneurs' Law of March 06, 2018, conducting business in the Republic of Poland, or in another country of the European Union or a third country, based on an entry in the relevant register of entrepreneurs kept in that country - who has applied for participation in the Program under the terms of §3 of these Regulations and has signed Participation Agreement and Non - disclosure Agreement, provided by Huge Thing after the recruitment process for the Program has been closed.

Headquarters address:

Huge Thing Sp. z o.o.
ul. Św. Marcin 11
61-803 Poznań

hello@hugething.vc
www.hugething.vc

Address for correspondence:

Google for Startups Campus
Plac Konesera 10
Warszawa

Regulations

These regulations define the rules for conducting the Program "Female Startup Pre-accelerator".

Program Schedule

The schedule, defining the timeframe of "Female Startup Pre-accelerator", which is published by the Organizer on the Program's website: <https://huething.vc/fsp/>

Submission

The Participant's duly completed application form, is available at:
<https://app.vestbee.com/org/huge-thing>

§ 2. ORGANIZATION AND DURATION OF THE PROGRAM

1. The goal of the Female Startup Pre-accelerator is to recruit, select, and train female founders willing to develop their startups. Through this comprehensive program, female founders gain the knowledge and resources necessary to establish and grow their businesses. In the final phase of the program, 10 participants will be selected to each receive a 10,000 USD grant.
2. The maximum number of Program participants is 25.
3. The enrollment process shall be conducted from April 15th, 2024 to May 31th, 2024 on the basis of the Program Schedule.
4. The Program shall be conducted from July 1st, 2024 to September 13th 2024 on the basis of the Program Schedule. In justified cases, the Organizer has a right to close the enrollment process earlier than September 13th, 2024.
5. Any change to the Program Schedule does not require an amendment to the Terms and Conditions in order to be valid and shall become effective upon publication of the new Program Schedule on the Program website: <https://huething.vc/fsp/>
6. The Organizer shall be entitled to extend the duration of the Program (including the Program Schedule) or cancel it.

§ 3. RULES OF PARTICIPATION IN THE PROGRAM

1. In order to participate in the Program, it is necessary to send a Submission (within the timeframes shown in the Program Schedule) via the online registration form (<https://app.vestbee.com/org/huge-thing>) and successfully pass the Program's recruitment process.

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2. The registration form is made available using the Vestbee platform (<https://app.vestbee.com/terms>).
3. In order to participate in the Program, the Participant must:
 - a) correctly fill in all fields of the Application form;
 - b) attach a pdf file with a pitch deck presentation of the founded startup;
 - c) accept the provisions of the Regulations.
4. Submissions will be evaluated according to the following formal criteria, which has to be evaluated positively:
 - a) The application is submitted by a woman;
 - b) The Participant is a Polish or Ukrainian citizen.
 - c) The startup is led at least in half by a female (founder/co-founder/CEO) with Polish or Ukrainian citizenship or with more than 30% of the senior leadership team to be female with Polish or Ukrainian citizenship.
5. Submissions will be evaluated according to the following substantial criteria:
 - a) The Participant exhibits the qualities necessary to thrive as an entrepreneur, showing promise for personal growth and leadership within the business sector.
 - b) The ability of the \$10,000 grant to unlock the Participant's startup potential, thereby driving significant growth and development, will be carefully assessed.
 - c) The scalability of the Participant's startup is critical, reflecting its capacity for expansion and the potential to adapt to increasing market demands.
 - d) Innovation is a cornerstone for the Participant's startup; it must meet or exceed the baseline criterion of presenting a product, process, marketing approach, or organizational method that is either novel or substantially refined.
6. The Organizer will preselect applications and invite a chosen group of Participants for an online interview with Huge Thing representatives, who will select the 30-40 Bootcamp Participants.
7. The Organizer is entitled to ask the Participant to prove ID in order to confirm her identity with the data given in the Submission. In addition, the Participant, by submitting the Submission, declares that:
 - a) she owns the personal and property copyrights to the solution submitted to the Program or has already transferred any and all copyrights she owns related to the solution presented in the Program to the Company under which the Start-Up is being developed, in accordance with the provisions of the Act of February 4, 1994 on Copyright and related rights;
 - b) the solution does not violate the rights of third parties, including, in particular, the personal and property copyrights of third parties and is not a result of an act of unfair competition committed by the Program Participant within the meaning of the Act of April 16, 1993 on Unfair Competition;
 - c) agrees that the Organizer may process the personal data provided for the purposes of conducting the Program, including publishing the name and surname of the Participant (persons acting on behalf of the Participant) on the Organizer's website and in press and e-mail communications related to the Program,
 - d) agrees to the Organizer's free use of the Participant's image (persons acting on behalf of the Participant) for the purposes of conducting the Program, including qualification for subsequent stages of the Program, without territorial and time limitations in the mass media, including in particular the Internet, in the fields of exploitation indicated in the content of Article 50 of the Act of February 4, 1994 on Copyright and Related Rights,

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- e) agrees that the Organizer may use Participant's or Startup's logotype, name or Startup's company name for the purposes of the Program, including information about participation in the Program, without territorial and time limitations, in mass media, including in particular the Internet, in the fields of exploitation specified in Article 50 of the Act of February 4, 1994 on Copyright and Related Rights,
- f) agrees to be informed in the mass media about the details of the solution submitted to the Program.
8. Failure by the Participant to complete any of the criteria indicated in paragraph 4 - 5 above of the application form and/ or failure to attach any or all documents required by the Regulations means failure to complete the formalities related to the Submission to the Program and results in the Participant's candidacy not being considered for the Program.
9. The Organizer will confirm receipt of the Submission via e-mail to the e-mail address indicated by the Participant in the Submission.
10. One Participant may submit only one application to the Program. Subsequent application of the same Participant will not be considered by the Organizer and will be considered as not submitted.
11. The Organizer shall be entitled to verify at any time whether the Participant meets the prerequisites for participation in the Program, in particular by verifying statements made by the Participant or documents sent by the Participant.
12. The Organizer reserves the right to exclude the Participant from the Program in case of noncompliance with the law or violation of the Regulations by the Participant, including, in particular, in case of:
- a) failure to meet the terms and conditions of the Program specified in the Regulations;
 - b) if the Participant engages in behavior that violates the law, good morals or constitutes an act of unfair competition.
13. The Organizer reserves the right to perform a comprehensive due diligence process, encompassing KYC (Know Your Customer) and Anti-Money Laundering checks, along with an assessment of the Startup's 's organizational structure (if applicable) and intellectual property (IP) rights (if established), while the Participant, by submitting to the Program, agrees to conducting such activities by the Organizer, and undertakes to make available all documents and provide all explanations (both written and oral), enabling them to be carried out by the Organizer.
14. Participants of the Program may not be:
- a) persons who have been validly convicted of a crime or a criminal offense;
 - b) persons who, in the course of their business activities, have committed a violation of the provisions on unfair competition within the meaning of the Act on Unfair Competition of April 16, 1993;
 - c) employees and associates of the Organizer and/ or members of their families, as well as other persons directly involved in the preparation and implementation of the Program. Family members are understood as: spouses, parents, children, siblings, persons in an adoption relationship, and their spouses, as well as persons in cohabitation.

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§ 4. PROGRAM SCHEDULE

1. The Organizer provides the following Program Schedule:

- a) **April 15, 2024 - May 31, 2024** - acceptance of Submissions, in accordance with the procedure indicated under §3 of the Regulations;
 - b) **May 31, 2024 - June 1, 2024** - selection by the Organizer of 30-35 solutions submitted by Participants with the greatest market potential, characterized by innovation and scalability, and inviting them for the Bootcamp. The organizer reserves the right to end the call for applications earlier if the number of places in the program is filled;
 - c) **June 10, 2024 - June 14, 2024** - online Bootcamp, during which the Organizer with the support of program Tutors will select 25 best-performing solutions, based on the selection criteria; while the remaining non-qualified solutions will be placed on the reserve list in accordance with the evaluation order.
 - d) **July 1, 2024 - September 16, 2024** pre-acceleration program divided into specific workshops, organized online. The only activity which will be held offline is Demo Day. The Participant is obliged to take participation in Hello Day and Demo Day remotely or offline.
2. The detailed agenda will be provided to the Participants who will meet the criteria and sign the Participation Agreement, as well as Non-disclosure Agreement.
3. Ongoing communication between the Participants and the Organizer will take place via email, to the email addresses indicated by the Participants in the Submission.

§ 5. GENERAL RULES OF RECEIVING GRANT

1. In the final phase of the program, 10 participants will be selected to each receive a \$10,000 grant. These selected participants are hereinafter referred to as "grantees".
2. To ensure the proper selection of grantees, the Organizer shall establish a 5-member competition jury (hereinafter referred to as the "**Jury**") responsible for assessing startups based on substantive criteria, and a grant committee carrying out a due diligence process entitling to grant receipt (hereinafter referred to as the "**Committee**").
3. The Jury shall conduct a substantive evaluation after reviewing the startup presentations during program Demo Day. Substantive evaluation is a point-based assessment conducted according to the adopted evaluation criteria. Ten startups with the highest scores will be selected, while subsequent positions will constitute a waiting list. At the conclusion, the Jury will sign a protocol containing a description of the proceedings and confirmation of the startup list.
4. Within 1-2 months following the Demo Day, the Committee will conduct a due diligence process to evaluate each of the 10 grantees. At the conclusion, the Committee will sign a protocol containing a description of the proceedings and a final positive or negative evaluation.
5. Upon a positive evaluation by the Committee, signing of the grant agreement (the template of which shall be made available to participants selected to receive a grant at a later stage of the Program), and completion of other necessary organizational formalities, the grant will be transferred to the indicated by the Participant Startup's bank account promptly.

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6. If the Committee provides a negative evaluation, the Grantee will not receive the grant, and there is no opportunity for appeal against this decision. Subsequently, the Committee will proceed to evaluate the next startup on the scoring list. If the following startup also receives a negative evaluation, the Committee will continue this process until 10 grant recipients are selected.
7. The grant is intended for the development of startup activities.
8. The Organizer shall facilitate the transfer of the Grant to the selected Participant upon receipt and review of the participant's general expenditure plan, which must be completed using the corresponding form provided by the Organizer.
9. The Organizer is entitled to monitor the expenditure of the grant, including demanding periodic completion of surveys or other documents by the grantee allowing for monitoring the impact of receiving the grant on the grantee's operations.
10. The Organizer shall bear no liability for the inability to deliver Grant to Grantee for reasons on the part of Grantee, including, without limitation, providing incorrect personal data, correspondence address, bank account number or email address by Grantee. Inability to deliver Grant to Grantee shall result in the forfeiture of the right thereto, and Grant shall then be at the Organizer's exclusive disposal.
11. Grant is non-transferable towards any third parties. Grantee may not resign from any part of Grant. Resigning from any part of Grant shall mean resigning from Grant in full. If Grantee resigns from Grant, The Organizer shall reserve the right to award Grant to other Grantee indicated next on the scoring list by Jury and after receiving positive evaluation of Committee.
12. The Organizer shall have the right to verify the identity of persons acting in the name of Grantee in order to deliver Grant.
13. Any tax liability resulting from the receipt of Grant shall bind the Grantee.
14. If Grantee makes a false statement related to Application or provides during the Contest procedure false or incomplete data or conceals any information which may affect a decision under the procedure, Grantee shall return the full amount of the received Grant.

§ 6. RIGHTS AND OBLIGATION OF APPLICANTS AND PARTICIPANTS

1. Participation in the Program is free of charge, which applies to both payment in cash as well as all forms of share in profit that the Project can generate or share in rights to the Project.
2. During the Program, each Participant is entitled to:
 - a. attend planned workshops, trainings and meetings with experts,
 - b. use consulting knowledge of Mentors within the scope offered by the Organizer,
 - c. promote her participation in the Program.
3. Participants acknowledge that the Organizer does not provide them with accommodation, meals, medical care, or personal computers during the Program. Participants are obliged to organize the above-mentioned services on their own.
4. The Organizer declares that all materials and information provided to the Participants by the Organizer, their representatives or Mentors during the Program are purely educational. The Organizer is not liable for damage caused to Participants or third parties in connection with or as a result of the Participants using information, knowledge or skills acquired during the Program.

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5. Each Participant is obliged to:

- a. keep confidential all information obtained in connection with participation in the Program, in regard to other Projects or confidential information made available by the Organizer, provided that their disclosure may violate the rights of other Program Participants or the Organizer; the Organizer may require that the Participants sign confidentiality agreements under penalty of exclusion from the Program or its further part. In order to participate in the Program, each Participant is obliged to undersign a non-disclosure agreement, prepared by the Organizer.
- b. actively participate in workshops, training and meetings with experts. The Organizer allows absences in 15% of overall hours of training and workshops. Participants who will exceed the allowed number of absences, can be excluded from the Program.
- c. comply with the provisions of these Regulations.

6. By submitting a Project to the Program, the Applicants Participant grants the Organizer only for purposes related to the organization and promotion of the Program, free of charge and for an unlimited amount of time, license to use all elements of the Project, including its logo, designation of the website or other designation identifying the given Project or its creators.

7. The Organizer, Mentors, and other Program Participants are not entitled to the commercial use of the Project as a whole or as any part thereof without the prior written consent of the creators of a given Project.

§ 7. COOPERATION

1. The Organizer reserves the right to offer future opportunities for cooperation to any Participant, i.e. undertaking joint business activities, or establishing a long-term business relationship.

2. The scope of potential joint activities or the establishment of a business relationship mentioned in the paragraph 1 above, shall be agreed upon by the Participant and the Organizer in a separate agreement concluded after the completion of the Program.

§ 8. PERSONAL DATA

1. The Administrator of personal data of Participants is the Organizer.

2. The Administrator's Data Protection Officer can be contacted at: hello@huething.vc

3. The personal data of the Program Participants will be processed by the Organizer for the purpose of conducting the Program and possible complaint proceedings.

4. In terms of realization of the purposes specified in paragraph 3 above, it is necessary to give the Participant's consent to the processing of certain necessary data provided in the Application. Failure to provide such data, prevents the Participant from joining and participating in the Program.

5. In the scope of consents other than those specified in the paragraph above, their expression by the Participant is voluntary.

6. Personal data of Participants may be - within the framework of legitimate interest - transferred to entities entrusted by the Organizer with the implementation of certain activities related to the Program, including employees, collaborators, partners and contractors of the Organizer only to the extent that it is necessary for the proper conduct of the Program.

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7. The Organizer is also entitled to process Participants' personal data, in connection with the need to fulfill its legal obligation (e.g. resulting from tax law).
8. Detailed information regarding the Organizer's processing of personal data of Participants who are natural persons, including the Participants' rights regarding their personal data, can be found in the document entitled Privacy Policy published on the website, at <https://huething.vc/>

§ 9. COMPLAINTS

1. Complaints related to the course of the Program are ought to be submitted as an electronic message (e-mail): hello@huething.vc.
2. All complaints related to the Program, submitted in accordance with paragraph 1 above, shall be considered by the Organizer , within 30 (in words: thirty) days from the date of delivery of the complaint. The Organizer's decision regarding the complaint does not deprive the Participant of the right to pursue claims in court or in other ways provided by applicable laws.
2. The complaint should contain the Participant's data, the Startup's s data, Participant mailing address, and a description of the circumstances giving rise to the complaint.
3. The complainant will be notified of the result of the Organizer's consideration of the complaint to the mailing address indicated in the complaint.

§ 10. FINAL PROVISIONS

1. Terms and conditions of participation in the Program are available on the website <https://huething.vc/fsp/>
2. By participating in the Program, the Participant confirms that she agrees to all the rules contained in these Regulations.
3. The Organizer reserves the right to amend these Regulations during the duration of the Program. Any changes to these Regulations will be effective from the date of their announcement on the website <https://huething.vc/fsp/>
4. The Organizer reserves the right to terminate or suspend the Program at any time, after 7 days from the date of announcement of such information on the website <https://huething.vc/>
5. The Applicant and Participant confirms that she agrees to all the rules listed in Huge Thing's [Privacy Policy](#), including [cookie policy](#).
5. The governing law for the conduct of the Program shall be Polish law, regardless of the registered office of the Participant.
6. In matters not regulated by these Rules of the Program, the provisions of the Polish Civil Code will apply, in particular Articles 919 - 921.
7. The Program is not a game of chance or betting within the meaning of the Act on Gambling of November 19, 2009.
8. The Regulations are the only document defining the rules of the Program.
9. The Regulations shall enter into force on April 10th 2024.

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