

REGULATIONS
of the Pre-acceleration Program of Huge Thing supported by Google for Startups

§ 1. General provisions

1. The organiser of the Pre-acceleration Program is HUGE THING Limited Liability Company with its registered office in Poznań at ul. Św. Marcin 11 Poznań, entered into the Register of Entrepreneurs kept 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 Organiser.
2. Whenever these Regulations mention:
 - a) Program – it should be understood as the HugeThing Pre-Acceleration Program dedicated to innovative business projects at an early stage of their development, aimed at helping originators to create a business model and verify the first project hypotheses, covering the time period of working with Project Participants as part of training, workshops, advisory and mentoring support as well as exchange of experience,
 - b) Partner – it should be understood as Google for Startups (Google Ireland Limited with headquarters Gordon House, Barrow Street, Dublin 4, Ireland)
 - c) Project – it should be understood as an innovative business project at least at the MVP (Minimum Viable Product) stage, the product or service solutions of which may find application on the Polish and global market.
 - d) Participant – it should be understood as the creator or co-creator of the Project qualified for the acceleration (workshop) part of the Program, participating in the acceleration (workshop) part of the Program at the invitation of the Organiser and Partner,
 - e) Mentor – it should be understood as an expert who, at the invitation of the Organiser, conducts classes with Program Participants and offers advisory support for Projects during the Program,
 - f) Regulations – it should be understood as these Regulations of the Pre-Acceleration Program.

§ 2. Organisational assumptions

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

1. The acceleration (workshop) part of the Program will be carried out from 15.06.2020 – 15.07.2020 in Google for Startup Campus space in Warsaw. The Organiser will directly inform the Participants about the exact location and schedule of the Program in electronic form.
2. In particularly justified circumstances causing the inability to carry out the Program in stationary mode, the Organiser reserves the right to carry out the program online.
3. Projects selected by the Organiser and Partner as part of the recruitment process for the Program will participate in the Program.

§ 3. Recruitment for the Program

1. Participants can submit Projects to the Program within the period from 15.04.2020 to 17.05.2020, in electronic form on <https://app.vestbee.com/org/huge-thing>. Project submissions can be made by individual Participants or teams of Participants. Submission to the Program should include completed application form on vestbee <https://app.vestbee.com/org/huge-thing> with Pitch Deck and all needed agreements.
2. As part of the submission, the participant is required to read the Regulations and make the following statements:
 - a) on acceptance of the Regulations,
 - b) on the consent to the Organiser's processing of the Participant's personal data for the purpose and in scope necessary to participate in the Program,
 - c) on acknowledgement of the declaration on the information obligation in accordance with the 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,
 - d) on the consent to the processing of personal data – the image recorded during the Program for the purpose of promoting the Program and building a positive image of the Organiser and Partner in public space and in the media.
3. Project recruitment for the Program will include two stages:
 - a) stage of initial evaluation of Projects,

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- b) stage of selecting the Projects for the Program.
4. As part of the first stage, an initial assessment of Projects will take place. A submission should meet the conditions specified by the Organiser. As a result of the initial assessment of the Projects, the Projects qualified for the second stage of recruitment will be selected.
5. As part of the second stage, talks with teams of Projects qualified for the second stage of recruitment will be held. After the talks with the teams, the Organiser along with the Partner will select Projects qualified for the acceleration (workshop) part of the Program.
6. Decisions regarding the qualification or rejection of the Project for further recruitment stage or participation in the Program are final and are not subject to further verification. The Organiser's and Partner's decisions made as part of recruitment to the Program do not require justification.
7. Participants may resign from participation in the Program, but no later than by 20.05.2020. Resignations should be submitted electronically to the Organiser's e-mail address: hello@huething.vc
8. In case of:
 - a) not taking part in the Program by the Participant despite the lack of prior resignation,
 - b) in the event of the Participant's resignation from the Program or his exclusion pursuant to § 6 paragraph 3 of these Regulations,the Organiser reserves the right to invite another Participant to take part in the Program.

§ 4. Rights and obligations of Participants of the Pre-Acceleration Program

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 acceleration (workshop) part of the Program, each Participant is entitled to:
 - a) take part in classes according to the Program schedule,
 - b) receive training materials or other aids offered by the Organiser and Partner,
 - c) use Mentors' substantive consulting in the scope offered by the Organiser.
3. Participants acknowledge that the Organiser does not provide Participants with accommodation, meals, medical care or personal computers during the Program. Participants are obliged to organise the above-mentioned services on their own.

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4. Each Program 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 Organiser and Partner, provided that their disclosure may violate the rights of other Program Participants, Organiser or Partner; the Organiser and Partner may require, before the start or during the acceleration part of the Program, that the Participants sign confidentiality agreements under pain of exclusion from the Program or its further part,
 - b) actively participate in the acceleration (workshop) part of the Program, provided that each Project should be represented during classes by at least one Participant, who is part of the team of a given Project; the maximum number of participants actively taking part on behalf of one team should be no more than 3 people;
 - c) in the case of the acceleration part being carried out in stationary form, to comply with order regulations, in particular fire as well as health and safety regulations of the building in which the acceleration part of the Program will be carried out;
 - d) use the personal identifier received from the Organiser if the manager or administrator of the building, in which the acceleration part of the Program will be carried out, will require personal access control,
 - e) comply with the provisions of these Regulations.

§ 5. Intellectual property

1. By accepting these Regulations, each of the Program Participants ensures that the Project submitted by them (or with their participation) to the Program, both as a whole and as each of its elements, does not infringe the rights of third parties, including the right to image protection, personal and property copyrights, rights arising from inventions, utility models, industrial designs, trademarks, geographical indications and integrated circuit topography.
2. By submitting a Project to the Program, the Participant grants the Organiser and Partner, only for purposes related to the organisation and promotion of the Program, free of charge and unlimited in time license to use all elements of the Project, including in particular the logo, designation of the website or other designation identifying the given Project or its creators.

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3. The Organiser, Partner, 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.

§ 6. Responsibility

1. The Organiser declares that all materials and information provided to the Participants by the Organiser, Partner, their representatives or Mentors during the Program are purely educational. The Organiser and Partner are 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.
2. The Participant is solely responsible for any damages resulting from the Participant's culpable failure to comply with the legal provisions or the provisions of these Regulations, including damaged property entrusted for use during the acceleration (workshop) part of the Program.
3. The Organiser has the right to exclude a Participant from the Program if:
 - a) The Participant does not comply with the provisions of these Regulations,
 - b) The Participant is under the influence of alcohol or intoxicants during classes,
 - c) The Participant's behaviour otherwise violates good manners or principles of social coexistence.
4. The Organiser's decision to exclude the Participant from the Program is final and is not subject to further verification.

§ 7. Complaints

1. Complaints related to the course of the Program should be submitted in writing or as an electronic message (e-mail). The complaint should include at least the name, surname, e-mail address and exact address of the person submitting the complaint, as well as a description and reason for the complaint. Complaints can be submitted at:

(i) for complaints in writing: ul. Św. Marcin 11, 61-803 Poznań,

(ii) for complaints sent electronically: hello@huething.vc.

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2. Complaints will be considered by the Organiser. The Participant will be informed about the effect of the complaint in writing (to the address provided in the complaint), within 14 (fourteen) days from the date of receipt of the complaint by the Organiser. The Organiser's decision regarding the complaint does not deprive the Participant of the right to pursue claims in court or in another way set out by applicable law.
3. All questions, comments or complaints regarding the Program should be directed to the Organiser at the following address: (i) in writing: ul. Św. Marcin 11, 61-803 Poznań, (ii) electronically: hello@huething.vc.

§ 7. Processing of personal data

1. Personal Data of Program Participants obtained in the recruitment process for the Program, including during any recruitment interviews as well as during participation in the Program, will be processed by both the Organiser and the Partner independently of each other. The Organiser and Partner will be separate Controllers of this Personal Data.
2. Information regarding data processing by the Organiser:
 - a. Controller of Data provided by the Participant is the Program Organiser, i.e. Huge Thing sp. z o.o with headquarters in Poznań, ul. Św Marcin 11, entered into the Register of Entrepreneurs by the Poznań District Court - Nowe Miasto and Wilda in Poznań, VIII Commercial Department of the National Court Register under the number KRS 0000411691, NIP 9721238305, REGON: 302055042. The Controller can be contacted via email at: hello@huething.vc, by phone at 61 671 01 71 or in writing: Huge Thing Sp. z o.o. 61-803 Poznań, at ul. Św. Marcin 11.
 - b. We process the following Personal data of the Participants:
 - i. data provided in the recruitment process to the Program, in particular in the recruitment form or during the recruitment interview,
 - ii. data provided during the Program being carried out.
 - c. Data will be processed in order to:
 - i. organise, promote and carry out the Program,

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- ii. conduct recruitment for the Program,
 - iii. publish information about its participants on the website of the Program and the Controller,
 - iv. allow the Controller to conduct information activities about the Program, including in the media – also social media;
 - v. promote the Controller's activities,
 - vi. for archiving and accounting purposes required by legal provisions,
 - vii. specified with separately expressed consent.
- d. The Controller processes the personal data provided to him based on:
- i. consent expressed by accepting the Regulations and sending the recruitment form for the Program or expressed by any other action consisting in providing the Controller with data in connection with the Program;
 - ii. contract for the organisation of the Pre-acceleration Program and for receiving Support;
 - iii. legitimate interest, which is:
 - 1. enabling Participants to recruit for the Program and participate in it,
 - 2. enabling the Program to be carried out;
 - 3. publication of information about Participants;
 - 4. document archiving.
 - iv. additional consent, expressed by checking the appropriate checkboxes next to the recruitment form, in order to:
 - 1. conduct recruitment for other programs organised by the Controller in the future;
 - 2. process the image recorded during the Program in order to promote the Program and build a positive image of the Controller in public space and in the media;
 - 3. send marketing content and commercial information the e-mail address provided in the recruitment form regarding companies included in the SpeedUp Venture Capital Group, including events and projects promoted by these entities;

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4. share data with companies from the SpeedUp Venture Capital Group with headquarters in Poznań for recruitment purposes for the programs or investment processes they organise.
- e. Data recipients:
- i. data will be made available to the following categories of entities:
 1. subcontractors – i.e. entities that we use for data processing, with whom we have concluded a contract for entrusting the processing of personal data, e.g. our hosting service provider, entities providing IT support services for us, CRM data processing software supplier, subcontractors involved in the organisation and carrying out of the Program;
 2. data in the form of contact details may be provided to tutors and mentors operating under the Program in order to carry out the Program assumptions with the Participants, e.g. remotely or online.
 3. Program Partner – being a separate controller of this data;
 4. Vestbee Sp. z o.o. with headquarters at ul. Padewska 23/7, 00-077 Warsaw, Poland, which is a provider of CRM software for processing of data of the Program Participants.
 - ii. after giving additional consent, the data may be made available to:
 1. companies that are part of the SpeedUp Venture Capital Group – as separate controllers of this data.
- f. We inform that we will transfer your data outside the European Economic Area due to the fact that we use the Vestbee platform, provided by Vestbee sp. z o.o. with headquarters in Warsaw, Poland, which uses subcontractors from various parts of the world. Thus, your data may be transferred to the United States of America (USA) or other countries outside the European Union. Vestbee sp. z o.o. guarantees an adequate level of personal data protection required by law, by conducting data transfer based on the decision of the European Commission of 12 July 2016 stating an adequate level of data protection in relation to entities participating in the "Privacy Shield" program, or based on model contractual clauses.

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- g. Data storage period: until the completion of the Program, and after that time - for the period required by law and until the end of the limitation period for claims arising from the Program being carried out, or if a separate additional consent has been expressed - until it is withdrawn or the goal covered by this consent is achieved;
- h. You have the right to:
 - i. access your data and receive its copy;
 - ii. rectify (correct) your data if it is incorrect or outdated, as well as the right to delete it in the event that the processing of data is not carried out in order to fulfil the obligation arising from a legal provision or in the exercise of public authority;
 - iii. restrict or object to data processing;
 - iv. transfer the data;
 - v. withdraw the consent at any time - when we process data based on consent. It's important to remember that: withdrawal of consent will not affect the lawfulness of the processing we have carried out on the basis of consent before its withdrawal.
 - vi. lodge a complaint to the President of UODO (Personal Data Protection Office).

The above rights can be exercised by contacting us via email at: hello@hugething.vc, by phone at 61 671 01 71 or in writing: Huge Thing Sp. z o.o. 61-803 Poznań, at ul. Św. Marcin 11.

- i. The data will not be subject to automated decision making, including profiling.
- j. Providing personal data is voluntary, but necessary to recruit or participate in the Program.
- k. Complaint to the supervisory body: In cases where it is considered that the processing of data violates the provisions of the GDPR, you have the right to lodge a complaint with the supervisory authority, both in Poland (to the President of the Personal Data Protection Office, helpline: 606 950 000) and in the EU Member State of your habitual residence, workplace or alleged violation.

3. Information regarding data processing by the Partner:

- a. The PARTNER will process the data for the purpose of sending marketing and commercial information to the indicated e-mail address, in accordance with your consent.

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- b. Providing the data listed in the form and expressing consents included in the form is voluntary. The consequence of not providing data will be the inability to participate in the Programme. You have the right to access your data, correct it and delete it.
- c. From the Partner (Google Ireland Limited with headquarters Gordon House, Barrow Street, Dublin 4, Ireland) and its affiliates you will receive to the e-mail address provided by you marketing content and commercial information on programmes promoting business development or information about events for programme participants. You can withdraw your consent to receive any information from Google at any time by sending an email to: warsaw@campus.com

§ 8. Final provisions

In matters not covered by the Regulations, the generally applicable law shall apply.

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