



Blockchain @ FT

## **Blockchain Challenge: Official Rules**



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## About the challenge

The Organizer of the "Blockchain Innovation Challenge" contest, hereinafter referred to as the "Contest", is the Franklin Templeton Investments Poland Sp. z o. o. with its registered office in Warsaw (00-124), ul. Rondo ONZ 1, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register under KRS number: 189490, tel. (22) 337 13 50, hereinafter referred to as the "Organizer" or "Franklin Templeton".

This document hereinafter referred to as the "Official Rules" defines the general principles of conducting and participating in the Contest.

The aim of the Contest is to increase knowledge of Blockchain technology among students in Poland.

The Contest is open for individuals or groups of individuals that meet the criteria set out in chapter "Rules and Eligibility" of these Official Rules.

Applications (final projects) will be accepted online starting on April 14<sup>th</sup>, and all completed online entries must be received by May 31<sup>th</sup> 2024 (the "Promotion Period").

The announcement of the Contest and the Official Rules will be available to all registered participants.



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### Prizes

Franklin Templeton will offer the winning teams or individuals as the case may be a prize pool of 12 000 USD. Teams that demonstrate interoperability of their Minimum Viable Product (MVP) as an output could win one of the below prizes:

Main prize for the winners of the competition: 5500 USD

Second prize: 4000 USD

Third prize: 2500 USD

In addition, all winners will receive:

- Recognition through variety of communication channels: Blockchain Polska association's forum, Franklin Templeton's LinkedIn page and more
- Mentorship from a global Asset Management firm (Franklin Templeton);
- Unique chance to collaborate and network with industry experts as well as students from Poland and United States

### Submission process and formal requirements

Applications must be submitted through email and meet following general criteria:

- Applications need to be submitted within the Promotion Period
- Applications need to be submitted to Organizer's mailbox: [blockchaincontest@franklintempleton.com](mailto:blockchaincontest@franklintempleton.com)
- Only applications consisting of PDF description of solution, PDF description of the stakeholder, business environment analysis and demo of the workable solution (video recording (link to downloadable .mp4 file)).
- Only submissions received through Organizer's mailbox will be considered.
- Application may have from 1 up to 5 authors. In the case of team application, team captain has to be designated.

### Participant's to-do list

- Before applying, carefully review all our application requirements, rules, eligibility criteria as given below and terms and conditions.
- We encourage all participants to use education opportunities offered as part of the program including series of meetings, classes and workshops with industry experts from a variety of fields
- Leverage FT program contact and our Slack community to get answer to any of your questions.
- Once you have finished your application in accordance with the formatting and content requirements you are ready to submit your proposal!



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### Rules and eligibility

- 1) Subject to the foregoing restrictions, any individual or group of individuals who have student status
- 2) Applicant must be a person of at least 18 years of age and possess the status of full-time student in Republic of Poland
- 3) Applicant cannot be permanent employee of any Franklin Templeton Group entity
- 4) Teams must have not more than 5 Individual Applicants that meet the eligibility criteria set forth above
- 5) Applications must be submitted within Promotion Period to the following email address: franklintempletonblockchaincontest@franklintempleton.com and must adhere to the submission requirements set forth in the Blockchain Challenge: Official Rules
- 6) Any application that is late or is not submitted in a format that complies with guidelines will not be given consideration
- 7) Winning team members from previous years contests are not eligible.

### Winner Selection and Notification:

Each contestant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules and winning is contingent upon fulfilling all such requirements. At the end of the Promotion Period, the winning team will be selected from a judging panel drawn from representatives of the entrant's University and subject matter experts in the fields of blockchain, private equity, fundraising and application / use case (the "Judge(s)") by the following criteria:

1. Project Plan (professional presentation, clarity of value proposition, and analysis of competitive landscape) – 20%,
2. Blockchain Development (clarity of project white paper/report and GitHub Read Me (Runbook), professional website/demo, and analysis of code structure and adherence to industry best practices) – 40%,
3. Blockchain Solution (ability to create a solution of the current problem and/or to deliver a new service) – 40% (collectively, the "Judging Criteria").

Organizer reserves the right to select and appoint alternate judge(s) at any time and for any reason, at its sole and absolute discretion. Judges' and Organizers' s decisions are final and binding with respect to all matters relating to the Contest. All registered applicants will be notified via email and the potential winners will be notified via email or phone call within seven (7) days following selection.

Organizer shall have no liability for winner's failure to receive notices due to spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If winner cannot be contacted, is ineligible, fails to claim the prize within four (4) calendar days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and time-permitting an alternate team will be selected as alternate winner based on the Judging Criteria set forth above. Only up to two (2) alternate winners will be selected, time-permitting, after which the prize will remain un-awarded.



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IN THE EVENT OF A TIE, ORGANIZER WILL MAKE THE FINAL DETERMINATION OF THE WINNERS, IN ITS SOLE AND ABSOLUTE DISCRETION, BASED ON THE FOLLOWING JUDGING CRITERIA: ORIGINALITY – 50% AND PROFESSIONALISM – 50%. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT ORGANIZER'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

## Legal information

### INTELLECTUAL PROPERTY (IP)/REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

1. Applicants retain ownership and all rights to the submission and any invention or work, including any software, research or other IP, submitted as part of the submission or developed in connection therewith. By participating in the Contest, each Applicant (and on behalf of each member of an Applicant's Team) certifies, represents, warrants, and covenants the following:
  - a. The Applicant is the sole author, creator, and owner of the submission and/or has secured all necessary licenses and/or rights necessary to assure that the submission does not, and will not, violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; and that the submission; does not, and will not, contain any harmful computer code (sometimes referred to as "malware," "viruses," or "worms");
  - b. The submission, and Applicant's use of the submission, does not, and will not, violate any applicable laws or regulations in Poland.
  - c. The submission is not the subject of any actual or threatened litigation or claim.
2. If the submission includes the work of any third party, the Applicant shall declare the same in the application and will provide a copy of the approval from the third party and any documentation necessary and appropriate licenses or other indicia of right of the Applicant to include such third-party works. If the Applicant cannot provide such documentation, Franklin Templeton reserves the right, in its sole discretion, to disqualify the applicable submission.
3. In addition, Franklin Templeton reserves all rights to pursue an Applicant for claims based on damages incurred by the Applicant's failure to obtain such licenses and releases.

### SUBMISSION LICENSE

1. Each Applicant retains title to, and full ownership of, its submission. The Applicant expressly reserves all intellectual property rights not expressly granted under this agreement.
2. By participating in the Contest, each Applicant hereby grants irrevocable non-exclusive license to Franklin Templeton to store and access submissions in perpetuity that may be reproduced or distributed in the future.

### PUBLICITY RELEASE

1. By participating in the Contest, each Applicant hereby irrevocably grants to Franklin Templeton, and their co-applicants the right to use such Applicant's name, likeness, image, and biographical information in any and all media for advertising and promotional purposes relating to the Contest, and otherwise, as stated above in "Submission License".
2. Applicants shall not issue any press release or public announcement related to this this Contest, and/or any document related to it, without the prior written consent of Franklin Templeton, unless required by law in which case the issuing party will use reasonable best efforts to allow the other parties reasonable time to review and comment on such press release, announcement or communication prior to its issuance, distribution or publication; provided, however, that the



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foregoing will not restrict or prohibit Applicant from making any announcement to its employees, customers and other business relations to the extent Applicant reasonably determines in good faith, provided that such disclosure to its employees, customers and other business relations shall have the same contractual obligations binding as of the Applicant by this contract, that such announcement is necessary or advisable or is necessary to comply with any applicable law.

### CLAIMS

Any complaints related to the Contest should be submitted in writing to the Organizer, to the address indicated in chapter "About the challenge", together with a detailed justification, under pain of expiry of any claims of a given person in connection with the Contest, not later than 14 days from the last day of Promotion Period.

Complaints shall contain the name, surname and exact address of the Applicant, as well as a detailed description and indication of the cause of the complaint.

Complaints related to the Contest are resolved by the Organizer within 30 days from the date of complaint submission.

### OTHER TERMS & CONDITIONS

By making a submission to the Contest, Applicant will be deemed to have agreed to, and be bound by, the following terms:

- Franklin Templeton reserves the right to disqualify any submission that, in its discretion, deems to violate these rules or does not meet eligibility criteria.
- Applicant understands that Franklin Templeton discourages the submission of any proprietary or confidential information as part of a response to the Contest.
- Applicant should consider its response to the Contest to be a public disclosure of any intellectual property that Applicant submits.

## GDPR Addendum

The terms "**personal data**", "**data controller**", "**data processor**", "**processing**", "**data subject**", shall bear the meaning ascribed under the Data Protection Act 1998 or the Regulation (as applicable), and the term "**process**" shall be construed accordingly.

"FTI Data" means all personal data in whatever form or medium which is (i) supplied, or in respect of which access is granted to the Supplier (or any approved third party) whether by FTI or otherwise in connection with this Agreement, or (ii) produced or generated by or on behalf of the Supplier (or any approved third party) in connection with this Agreement and which shall in any event include the following types of personal data [name, address, email address, phone number, bank account number for award transfer purposes etc.] in respect of the following categories of data subjects

"Data Protection Law" means the Directives (as amended or replaced from time to time), guidance, directions, determinations, codes of practice, circulars, orders, notices or demands issued by any Supervisory Authority and any applicable national, international, regional, municipal or other data privacy and data protection laws or regulations in any other territory in which the Services are provided or which are otherwise applicable, including the Regulation.

"Directives" means the European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).



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"Regulation" means, on and from 25 May 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as and when it becomes applicable.

"Supervisory Authority" means any competent data protection or privacy authority in any jurisdiction in which FTI is established, the Supplier provides the Services<sup>1</sup> and/or in which the Supplier processes personal data.

1.1.1 The Supplier and FTI hereby agree that for the purposes of this Agreement and the Supplier's processing of the FTI Data in connection with the Services to be provided, the Supplier (and each permitted subcontractor pursuant to this Agreement) shall be a data processor.

1.1.2 The Supplier, acting as data processor, will:

- (i) only process the FTI Data in compliance with, and shall not cause itself or FTI to be in breach of, Data Protection Law;
- (ii) only process the FTI Data on the documented instructions of FTI and otherwise as necessary to perform its obligations under this Agreement or as required by law applicable to the Supplier (provided that the Supplier first informs FTI of the legal requirement unless this is prohibited on important grounds of public interest);
- (iii) comply with any request from FTI requiring the Supplier to amend, transfer or delete the FTI Data as soon as possible;
- (iv) take all reasonable steps to ensure the reliability of any staff who may have access to FTI Data and ensure such staff are subject to appropriate obligations of confidentiality and at all times act in compliance with Data Protection Law and the obligations of this Clause 0;
- (v) implement all appropriate technical and organisational measures to ensure security of the FTI Data including protection against unauthorised or unlawful processing (including without limitation unauthorised or unlawful disclosure of, access to and/or alteration of FTI Data) and against accidental loss, destruction or damage of or to it. Such measures shall ensure best practice security and be compliant with Data Protection Law at all times and comply with FTI's applicable IT security policies, notified to it from time to time;
- (vi) implement appropriate technical and organisational measures to provide FTI with co-operation and assistance in complying with any data subject rights (including access requests) received by, or on behalf of, FTI;
- (vii) not transfer and/or disclose any FTI Data to any other party (including any other data processor, such as cloud computing service providers, or contractors) without the prior written consent of FTI and unless permitted by Data Protection Law. For the avoidance of doubt, the Supplier shall enter into a written agreement with all third parties approved



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by FTI under this Clause 1.1.2(vii) containing obligations on such third party which are equivalent and no less onerous than those set out in this Clause 0;

- (viii) not transfer any FTI Data to any country or territory outside the European Economic Area (EEA) or to any international organisations without obtaining the express prior written consent of FTI;
- (ix) permit FTI, or a third-party auditor acting under FTI's direction, to conduct, at FTI's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to the processing of FTI Data, its compliance with this Clause 0 and Data Protection Law. FTI may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with these procedures in lieu of conducting such an audit, assessment or inspection;
- (x) notify FTI immediately in writing if it becomes aware of any unauthorised or unlawful processing, disclosure of, or access to, FTI Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of FTI Data (a Data Breach) and provide FTI, as soon as possible, with complete information relating to a Data Breach, including, without limitation, the nature of the Data Breach, the nature of the personal data affected, the categories and number of data subjects concerned, the number of personal data records concerned, measures taken to address the Data Breach and the possible consequences and adverse effect of the Data Breach. The Supplier shall maintain a log of Data Breaches including facts, effects and remedial action taken. The Supplier shall take all steps to restore, re-constitute and/or reconstruct any FTI Data which is lost, damaged, destroyed, altered or corrupted as a result of a Data Breach as if they were the Supplier's own data at its own cost with all possible speed and shall provide FTI with all reasonable assistance in respect of any such Data Breach. The Supplier shall also provide all reasonable assistance to FTI in relation to FTI's compliance with Articles 32-36 of the Regulation;
- (xi) notify FTI prior to adopting a new type of processing (including, without limitation, the use of new technology to continue current processing) in respect of the FTI Data, and at FTI's request, the Supplier shall participate in a data protection impact assessment in respect of the new type of processing, which is being proposed, in accordance with Data Protection Law;
- (xii) not and shall ensure that no third party appointed by the Supplier to assist in the provisions of the Services shall dispose, re-assign or re-use any equipment or any electronic, magnetic or other medium which is or has been used to store FTI Data or any other data that has been generated, obtained, held, used or stored for the purposes of this Agreement without ensuring that such data has been entirely removed, or otherwise obliterated;
- (xiii) on termination or expiry of the Agreement, for whatever reason, cease all use of the FTI Data and shall, at FTI's election, either destroy all FTI Data or transfer all FTI Data to FTI





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or a nominated third party (in a mutually agreed format and by a mutually agreed method); and

- (xiv) inform FTI immediately of any enquiry, complaint, notice or other communication it receives from any Supervisory Authority or any individual, relating to either the Supplier's or third parties who are appointed by the Supplier in connection with the Services or FTI's compliance with Data Protection Law. The Supplier shall provide all necessary assistance to FTI to enable FTI to respond to such enquiries, complaints, notices or other communications and to comply with Data Protection Law. For the avoidance of doubt, the Supplier shall not respond to any such enquiry, complaint, notice or other communication without the prior written consent of FTI.

1.1.3 The Supplier will maintain a written record, including in an electronic format, of the types and categories of data processing activities that it undertakes on behalf of FTI in connection with this [Agreement], such record to include:

- (i) a description of the categories of FTI Data that Supplier is processing and the categories of the processing activities that Supplier is undertaking;
- (ii) where permitted in accordance with this [Agreement], details of any transfer of FTI Data outside the EEA that Supplier makes, including details of: (i) the country in which the recipient is located and, if applicable, the recipient international organisation; and (ii) where such transfer is made pursuant to the second subparagraph of Article 49(1) of the Regulation, the suitable safeguards that Supplier has provided for the protection of the FTI Data; and
- (iii) a general description of the technical and organisational measures the Supplier has implemented pursuant to Clause 1.1.2(v), (vi).

The Supplier shall, upon receipt of a written request, provide a copy of such record (including in an electronic format) to FTI and/or any Supervisory Authority.

1.1.4 The Supplier will provide FTI with such assistance and co-operation as FTI may reasonably request to enable FTI to comply with any obligations imposed on FTI by Data Protection Law in relation to the FTI Data processed by the Supplier, including, but not limited to:

- (i) disclosing full and relevant details in respect of any and all government access controls which it has implemented; and
- (ii) notifying FTI as soon as possible and as far as it is legally permitted to do so, of any access request for disclosure of data which concerns FTI Data (or any part thereof) by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction. For the avoidance of doubt and as far as it is legally permitted to do so, the Supplier shall not disclose or release any FTI Data in response to such request served on the Supplier without first consulting with and obtaining the written consent of FTI.



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- 1.1.5 The Supplier shall, immediately on demand, fully indemnify FTI and keep FTI fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits), actions, proceedings and liabilities of whatsoever nature arising from or incurred by FTI in connection with any failure of the Supplier or any third party appointed by the Supplier to comply with the provisions of this Clause 0 and/or Data Protection Law in respect of its processing of FTI Data.
- 1.1.6 To the extent that the Supplier has an entitlement under Data Protection Law to claim from FTI compensation paid by the Supplier to a data subject as a result of a breach of Data Protection Law by FTI, FTI shall be liable only for such amount as it directly relates to its responsibility for any damage caused to the relevant data subject. For the avoidance of doubt FTI shall only be liable to make payment to the Supplier under this Clause 1.1.6 upon receipt of evidence from the Supplier, which shall be to FTI's reasonable satisfaction, that clearly demonstrates FTI:
- (i) has breached Data Protection Law;
  - (ii) that such breach contributed (in part or in full) to the harm caused entitling the relevant data subject to receive compensation in accordance with Data Protection Law; and
  - (iii) the proportion of responsibility for the harm caused to the relevant data subject which is attributable to FTI.