

TERMS AND CONDITIONS OF THE COMPETITION

The Terms and Conditions define the rules of the Competition, in particular the conditions of participation, the competition task, the judging criteria, the rules for awarding prizes.

Capitalized terms are explained in the glossary at the end of the Terms and Conditions.

GENERAL RULES

1. The Organizer of the Competition is Data River sp. z o.o.
2. The Competition is not in any way sponsored, endorsed, administered or directly affiliated with any Social Service or its owners or administrators. All questions, comments and complaints related to the Competition should be directed to the Organizer.
3. The Organizer is not responsible for the functioning of the Social Services, the configuration and functioning of the devices used by the Participant to participate in the Competition and the Internet operation, related to the functioning of the Participant's Internet service provider.
4. The Competition is held in the Republic of Poland.
5. The Competition aims to:
 - a. to identify the most valuable, interesting and engaging content promoting decentralized science (DeSci) and blockchain technology,
 - b. promote the Data Lake and Data River brands.
6. The Competition is not a game of chance, lottery, pari-mutuel betting, promotional lottery, game whose result depends on chance, or any other game within the meaning of the Act of November 19, 2009 on gambling games (i.e. Journal of Laws 2020.2094 as amended).
7. The Organizer is the maker of a public promise within the meaning of Article 919 of the Civil Code (i.e., Journal of Laws 2020.1740 as amended).

DURATION OF THE COMPETITION

8. The Competition will run from 29 July 2024 to 30 September 2024, until 23:59.
9. The Competition duration indicated above does not include the release of prizes and the complaint procedure.

CONDITIONS FOR PARTICIPATION

10. In order to participate in The Competition, you must:
 - a. be an adult natural person with full legal capacity,

- b. have the status of a User of the Social Service,
 - c. have a cryptocurrency wallet,
 - d. have an account on the platform bounty.data-lake.co,
 - e. complete at least one Competition Task.
11. In order to create an account on the Platform, the Participant must plug in a cryptocurrency wallet and accept the Terms and Conditions.
 12. After creating an account on the Platform, the Participant will provide the usernames of his or her Social Service accounts and then verify their correctness.
 13. The Participant's account on the Platform will include information on the number of Competition Tasks performed, points earned and Participants invited.
 14. The Organizer may exclude from participation in the Competition Participants whose actions are contrary to the law, custom or the Terms and Conditions.
 15. The Competition Participants may not include employees and co-workers of the Organizer, as well as persons who are their spouses, ascendants, descendants, siblings, direct relatives, as well as persons remaining with these employees and co-workers in cohabitation or are related to them by adoption or guardianship.
 16. Participation in the Competition is voluntary and free of charge.

RULES AND CONDUCT OF THE COMPETITION

17. The Competition Task consists of:
 - a. execution by the Participant of a Competition Work, i.e. creating a post in which he/she promotes decentralized science (DeSci) or blockchain technology, in connection with the activities of Data Lake sp. z o.o. or Data River sp. z o.o.; and
 - b. posting the Competition Work on the Participant's profile on one of the Social Services.
18. Competition Work:
 - a. must not contain vulgar, abusive, indecent, discriminatory, offensive to religious feelings or otherwise contrary to the law or the social coexistence rules,
 - b. may not violate the rights, including in particular copyright, and personal rights of third parties,
 - c. must be the result of independent creative work of the Participants and must not constitute other people's works, copies or elaborations thereof, e.g. they must not be a repost of another post previously published by another person or by the Organizer.
19. Competition Works that do not meet the requirements specified in the Terms and Conditions will not be included in the Competition, and their authors will not be eligible to apply for Prizes.

20. After posting a Competition Work on his/her profile in the Social Service, the Participant informs the Organizer about it through the Platform (sends a link to the post). The Participant is obliged not to delete the post until the Competition is resolved.
21. The Competition Work will be evaluated by the Competition Committee, which will take into account, in particular, its originality, attractiveness and fit to the theme of the Competition, as well as its ability to engage Social Service users (e.g., reach), guided by its subjective opinion. The Committee will award points to Participants - from 1 to 10 points.
22. The Competition Work will be evaluated by the Competition Committee and awarded points according to a schedule it will determine. All Competition Work will be evaluated no later than 14 days after the end of the Competition.
23. After evaluating all Competition Works, the Competition Committee will draw up a protocol, which will summarize the number of points earned by each Participant.
24. The Organizer will pay the Prizes in the form of LAKE tokens. The pool of LAKE tokens allocated for Prizes is 1.000.000 tokens. The Organizer will divide the LAKE tokens among the Participants in proportion to their points, subject to the upper limit of the value of the prizes awarded.
25. The Organizer will transfer the Prize to the cryptocurrency wallet indicated by the Participant during registration on the Platform within 30 days after the end of the Competition.
26. The amount of the Prize may be increased if all of the following conditions are met:
 - a. the Participant invites another Participant to take part in the Competition,
 - b. the Participant invited by a given Participant logs into the Platform using the code provided to him/her by the inviting Participant,
 - c. the Participant invited by a given Participant will complete at least one Competition Task.
27. In the case indicated above, the amount of the Prize will be increased as follows:
 - a. in the case of successfully inviting 1 to 9 new Participants to the Competition - the points that the inviting Participant has earned during the Competition will be multiplied by 1.1 and the amount of the Prize due to him/her will be increased accordingly,
 - b. in the case of successfully inviting 10 to 24 new Participants to the Competition - the points that the inviting Participant has earned during the Competition will be multiplied by 1.2 and the amount of the Prize due to him/her will increase accordingly,
 - c. in the case of successfully inviting 25 to 49 new Participants to the Competition - the points that the inviting Participant has earned during the Competition will be multiplied by 1.3 and the amount of the Prize due to him/her will increase accordingly,
 - d. in the case of successfully inviting 50 to 99 new Participants to the Competition - the points that the inviting Participant has earned during the Competition will be multiplied by 1.4 and the amount of the Prize due to him/her will increase accordingly,

- e. in the case of successfully inviting more than 100 new Participants to the Competition - the points that the inviting Participant has earned during the Competition will be multiplied by 1.5 and the amount of the Prize due to him/her will increase accordingly.
- 28. The total value of the Prize (subject to increase in accordance with points 26 and 27) awarded to a given Participant shall not exceed the equivalent of PLN 2,000.
- 29. The Organizer is not liable for the accuracy of information and data concerning the Participant, including in particular those necessary for the transfer of the Prize.
- 30. The Participant shall not have the right to demand that the Prize be exchanged for a cash prize, or for another prize, or that the rights to the Prize be transferred to another person.
- 31. The Organizer reserves the right to change the Prize into another one, in the event that, for reasons beyond its control, it is not possible to award such Prize.
- 32. The value of the Prize is exempt from personal income tax under Article 21 (1) (68) of the Personal Income Tax Act of July 26, 1991.

COMPLAINTS

- 33. Within 7 calendar days from the date of determination of the Competition, the Participant may submit complaints regarding the Competition by sending an e-mail to: office@data-lake.co.
- 34. In the application, the Participant should indicate his/her name and surname, contact details (phone number, e-mail address), and briefly describe the situation.
- 35. The Organizer will consider the complaint within 14 days from the date of its receipt.

COPYRIGHT

- 36. By publishing the Competition Work, the Participant declares that:
 - a. he is entitled, as the creator, to personal and property copyrights to the Competition Work, without any limitations or encumbrances in favor of third parties, and that the Competition Work is free of any defects and legal encumbrances;
 - b. in the event of using the image of other persons in the Competition Work - has permission to use this image and is entitled to further grant it to the Organizer, unless the Competition Work shows persons constituting only a detail of a larger whole such as a gathering, landscape, public event, etc.; and
 - c. assigns the Organizer to exercise copyright supervision over the distribution of the Competition Work on his/her behalf.
- 37. Upon publication of the Competition Work, the participant grants the Organizer a gratuitous license, unlimited in terms of time, territory and scope, to use the Competition Work (in whole or in part), in particular for purposes related to the execution of the Competition, as well as for

commercial, promotional, marketing and advertising purposes, in all fields of exploitation known at the time of granting the license, including in particular the fields listed in Article 50 of the Copyright Law, including in particular:

- a. fixation on any media by any technique, including printing, reprography, digital or magnetic recording;
 - b. reproduction by any technique, including printing, reprography, digital or magnetic recording;
 - c. public exhibition or display;
 - d. introduction into the market at the country and abroad;
 - e. introduction into computer memory;
 - f. making available to the public in such a way that everyone can have access to them at a place and time of their own choosing;
 - g. renting or lending of the original or copies.
38. Upon publication of the Competition Work, the Participant grants the Organizer permission to exercise the derivative copyrights in the Competition Work (as defined in Article 2 of the Copyright Law), and also transfers to the Organizer the right to authorize the exercise of derivative copyrights in the Competition Work.
39. The Competition participant shall be fully liable to the Organizer in the event that any third parties make claims for infringement of their rights as a result of the Organizer's use of the published Competition Work in accordance with the Terms and Conditions.
40. Upon publication of the Competition Work, the Participant grants the Organizer unlimited free permission to distribute the Participant's image on the terms and in the manner specified below.
41. The Organizer is entitled to distribute the image for informational and promotional purposes by making the image available without time and territorial limitations, in particular to place the image in promotional materials, e.g. on the website and on the Organizer's profiles on Social Services. In order to enable the dissemination of the image, the Organizer is entitled to make changes and modifications to the Competition Work, consisting of its graphic processing (retouching, change of framing and other similar modifications) and the incorporation of the image into other works, including articles, with the proviso that these changes and modifications cannot distort the image.

PERSONAL DATA

42. The Organizer is the administrator of the Participants' personal data.
43. The Organizer will process personal data provided to it by Participants, in particular the address of the profile on the Social Service and the data on this profile, data provided in connection with the submission of complaints.

44. Personal data will be processed for:
 - a. conducting the Competition,
 - b. dealing with Participants' questions and complaints related to participation in the Competition,
 - c. contacting the Participants.
45. The basis for the processing of Participants' personal data by the Organizer is their consent to the processing of data in connection with participation in the Competition, as well as the legitimate interest of the Organizer in handling Participants' inquiries and complaints, if any.
46. Personal data will be processed for as long as the purpose of processing is valid, in particular, data will be processed for the duration of the The Competition (based on consent), as well as for the period of limitation of possible Participant's claims (based on the legitimate interest of the Organizer) or until the withdrawal of consent to process personal data. After these deadlines, Participant's data will be deleted or anonymized.
47. In order to ensure proper organization in the day-to-day affairs of the Organizer's activities, the recipients of Participants' personal data may be entities affiliated with the Organizer, entities processing personal data on behalf of the Organizer, providers of legal and consulting services supporting the Organizer in the pursuit of claims, providers of services supplying the Organizer with technical and organizational solutions to support business processes.
48. Participants have the right to access the content of their data, rectify it, demand its deletion or limitation of processing, transfer it to another administrator, the right to withdraw consent or object to its processing, as well as the right to file a complaint to the authority overseeing compliance with data protection regulations, i.e. the President of the Office for Personal Data Protection.
49. Your provision of personal data is voluntary, although necessary to participate in the Competition.

PROVIDING SERVICES BY ELECTRONIC MEANS

50. As part of the Platform, the Organizer provides the following services free of charge:
 - a. access to the Platform and the content posted on it,
 - b. registration and account maintenance,
51. The contract for the provision of services, to the extent of the account, is concluded in accordance with the Terms and Conditions.
52. The Participant shall use the Platform in a manner consistent with the law, respecting the personal rights, copyrights and intellectual property rights of the Organizer and third parties.

53. In particular, it is forbidden to undertake actions that interfere with the operation of the Platform and to provide content through the Platform that is prohibited by the provisions of the law in force, that is offensive, that may mislead or endanger the Organizer, other users or third parties.
54. In order to use the Platform, it is necessary to have devices that allow access to the Internet with an installed Internet browser and an active connection to the Internet.
55. In order to use the services available on the Platform (participation in the Competition), it is necessary to have an account.
56. The Organizer has the right to remove content that is in any way illegal, violates the rights of third parties, decency, fair competition or the Terms and Conditions. In such a case, the Organizer may decide to suspend the Participant's account.
57. The Participant will be informed of the removal of content or suspension of the account, along with the reason. In such a case, he/she may file a complaint under the terms of the Terms and Conditions.
58. The Organizer has the right to temporarily discontinue the provision of services in whole or in part, in the event of failure, maintenance or modernization of the IT system.
59. The Organizer is not liable for non-performance or improper performance of services if caused by force majeure or by third parties (in particular, telecommunications service providers or suppliers, email service providers or electricity suppliers).
60. The Organizer shall not be liable for any inability or impediment to use the services due to reasons attributable to the Participant.
61. The contract for the provision of services is concluded for an indefinite period of time.
62. The parties may terminate the contract at any time by giving 30 days' notice.
63. In case of violation of the law or material provisions of the Terms and Conditions, the Organizer may terminate the contract for the provision of services with immediate effect. In such a case, the Participant cannot re-register an account without the consent of the Organizer.
64. The Participant may withdraw from the service agreement by submitting a statement of withdrawal to the Organizer within 14 days from the date of its conclusion.
65. A participant may file a complaint about the services provided electronically. The complaint should be submitted in writing to the Organizer's mailing address or to the e-mail address: office@data-lake.co. In the notification, the Participant should indicate his/her name and surname, contact details (telephone number, e-mail address), and briefly describe the situation. Complaints are considered within 14 days of receipt.

FINAL PROVISIONS

66. The Terms and Conditions will be made available to all potential Participants of the Competition at <http://bounty.data-lake.co/>.

67. The Organizer reserves the right to make changes to the Terms and Conditions during the Competition, if it is justified by the purpose of the Competition and the clarification of the conditions of participation in the Competition, with the proviso that these changes may not violate the rights of already acquired Participants. These changes are effective as of the date of their posting on the website indicated above.
68. The Competition organizer has the right to cancel the Competition without giving any reason.
69. In matters not regulated by the Terms and Conditions, the provisions of Polish law shall apply.
70. Any disputes will be resolved by a common court having jurisdiction over the Organizer's registered office.
71. The Terms and Conditions were drawn up in two language versions - Polish and English. In case of discrepancies, the Polish version shall prevail.
72. Capitalized terms have the following meanings:
 - a. Competition - the competition under the name "Social Media Bounty" conducted in accordance with the Terms and Conditions.
 - b. Participant - a person participating in the Competition, meeting the conditions specified in the Terms and Conditions
 - c. Organizer - Data River sp. z o.o. with its seat in Poznań, address: ul. Józefa Chełmońskiego 21/19, 60-756 Poznań, registered in the Register of Entrepreneurs of the National Court Register under the KRS number 0001002697, NIP 7792547142, REGON 52369144000000
 - d. Social Service - the social service operated by Bytedance at <https://www.tiktok.com/>, the social service operated by X Corp. at <https://x.com/>, the social service operated by Merkle Manufactory at <https://warpcast.com/> and the social service operated by Google Inc at <https://youtube.com/>.
 - e. User - an individual who, having passed the registration procedure, has access to the services offered on the Social Service
 - f. Competition Committee - three persons designated by the Organizer responsible for selecting the winners of the Competition from among the Participants.
 - g. Platform - the Internet service available at <http://bounty.data-lake.co/>
 - h. Terms and Conditions - this document.