

## **“ERG EXCELLENCE AWARDS” COMPETITION REGULATIONS**

### **I. Preliminary provisions**

1. These Regulations set forth:
  - a. Terms and conditions of participation in the Competition conducted under the name "ERG EXCELLENCE AWARD"
  - b. The manner of providing information about the Competition and its conditions;
  - c. Competition period;
  - d. Prize-awarding rules;
  - e. The rules for announcing the results of the Competition;
  - f. The method of lodging complaints related to the Competition (hereinafter referred to as the "Regulations").
1. The Competition is conducted in the form of a public promise of a Competition prize within the meaning of Art. 919-921 of the Civil Code (hereinafter referred to as the "Competition").
2. All materials published by the Organizer concerning the Competition, regardless of their form and place of publication, are for informational purposes only. Only the Regulations are binding.

### **II. General provisions**

1. The Organizer of the Competition is Diversity Hub Foundation based in Krakow, ul. Poznańska 6/4 30-012 Krakow, entered by the District Court for Krakow - Śródmieście, 11th Commercial Division of the National Court Register into the register of associations, other social and professional organizations, foundations and public health care facilities in the National Court Register under the number KRS: 0000552838 NIP: 6772388059, REGON: 361271624, (hereinafter the "Organizer").
2. The Organizer makes a public promise specified in the Regulations and is responsible for funding the Awards in the Competition.
3. The founder of the Awards is the Diversity Hub Foundation and Consulate of The United States of America In Kraków (hereinafter referred to as the "Founder of the Award").
4. The Competition is organized through the Internet, on the territory of Poland.
5. The Competition shall start on 20.10.2023 at 9.00 am and shall end on 17.11.2023 at 11.59 pm. The timeframe of the Competition is defined for Central European Time.
6. The aim of the Competition is to promote networks supporting the area of Diversity & Inclusion (hereinafter D&I).

### **III. Participation Terms and Conditions**

1. Participation in the Competition is voluntary and free of charge.

2. The Competition is open to individuals (maximum 5 persons) who carry out activities/projects in networks/ERGs operating in the area of D&I, within the organizational structures of companies (hereinafter referred to as the "Participant").
3. An application for the Competition may be submitted by an organization within which a network/ ERG operating in the area of D&I is active, regardless of the legal form of the company (hereinafter referred to as the "Applicant").
4. Participants in the Competition may be natural persons of legal age who declare that they:
  - a. are familiar with the Regulations;
  - b. have completed the project submitted to the Competition;
  - c. have been entered by the Applicant via the questionnaire;
  - d. have completed the Consents and Declarations required by these Regulations;
5. Employees of the Organizer and persons permanently collaborating therewith on a basis other than employment relationship, as well as members of their closest families, i.e. ascendants, descendants, siblings, spouses, parents of spouses and persons in an adoption relationship with them, may not participate in the Competition.
6. One Participant may take part in the Competition only once and win award.
7. The Participant may not transfer to third parties any rights or obligations relating to participation in the Competition, including the right to the Award.
8. The Organizer has the right to verify whether the conditions for participation in the Competition have been fulfilled. The Organizer has the right to exclude a Participant from the Competition or refuse to grant the Award if it turns out that a given Participant acts in contravention of the Regulations or fails to meet the conditions for participation in the Competition specified in the Regulations.

#### **IV. Subject of the Competition**

1. The purpose of the Competition is to select from among the submitted projects the Winners of 3 awards described in the present Regulations. The following projects may be submitted to the Competition:
  - a. Projects that have been implemented within the activities of a network/ERG operating in the area of D&I
  - b. Projects that have been implemented before 01.10.2023. The project does not have to be completed, but minimum 50% of the planned activities must be completed by this date (hereinafter referred to as the "Application").
2. In order to take part in the Competition it is required to send the Competition Application in the form of an online questionnaire.
3. The Applicant is obliged to attach to the Application the declarations of Participants and of the Applicant constituting Appendix 1 to these Regulations.
4. The Applicant warrants that the Application:
  - a. Is the result of the Participants' creativity and actions;
  - b. contains no vulgar language, offensive or pornographic content, content that promotes hatred or discrimination, particularly on racial, ethnic or religious grounds, or is inconsistent with applicable law, best practices or principles of social conduct;

- c. does not constitute advertising;
  - d. does not violate any rights or assets of the Organiser or the Founder of the Award, or any third party, including in particular any economic author's rights or copyrights, industrial property rights, rights of publicity or personal rights, and has obtained all legally required permissions;
5. Both the Applicant and the Participant may resign from the Competition by sending an e-mail to [info@ergscenter.com](mailto:info@ergscenter.com) with information about such resignation. The resignation of the Applicant results in the withdrawal of the entire Application from the Competition.

## V. Course and Settlement of the Competition

1. As part of the Competition, information on the Competition, including in particular information on the rules, awards in the Competition, link to the Regulations and link to the on-line questionnaire will be published on [www.ergscenter.com](http://www.ergscenter.com) and [www.diversityhub.pl](http://www.diversityhub.pl)
2. The Organizer shall monitor the proper course of the Competition, and shall be entitled to make any decisions related to the Competition.
3. The Competition provides for 3 possible awards:
  - a. *the "ERG Excellence Gold Award"*
  - b. *the "ERG Excellence Silver Award"*
  - c. *the "ERG Excellence Brown Award"*
4. The winners of the Competition shall be the Participants entered under the winning project. The Competition Jury may additionally award distinctions.
5. Evaluation of the Applications and selection of the winner shall be the task of the Competition Jury appointed by the Organizer. The Jury shall consist of 3 people: 1 representatives of the Organizer and 2 invited guest members of the Jury.
6. The Jury shall be chaired by a representative of the Organizer.
7. The Jury shall act according to the rules laid down in these Regulations, and in particular shall decide on the awards.
8. Decisions of the Jury shall be taken by a simple majority of votes. In the event of an equal distribution of votes, the decision of the Chair of the Jury shall be binding.
9. The Award - **ERG Excellence Award** shall be granted after evaluation of Part A of the Application. This is a two-stage evaluation: formal and substantive.
  - a. The formal evaluation shall be carried out by representatives of the Organizer based on the formal criteria:
    - Each Application must be submitted via a questionnaire, all fields of the questionnaire must be completed;
    - Each Application must be in English;
    - Each Application may include additionally maximum 3 photos or maximum 3 pages of graphics;
    - Each Application must be relevant to the Competition theme;
    - Applications that meet these criteria will proceed to the substantive evaluation stage.

- b. The substantive evaluation shall be carried out by the Jury based on the substantive criterion:
- IMPACT - understood as the answer to the supporting questions: What is the impact of the project? How does it advance goals related to diversity, equity and inclusion in organization? What benefit does it bring to the organization, all employees, or a community?
  - Each application shall be assessed by 2 members of the Jury. Each Jury member may award maximum 20 points per Application. This evaluation applies to Part A of the Application.
  - The evaluated Applications and the scores awarded shall be presented at a meeting of the full Jury. The five Applications with the highest scores shall be discussed and voted on to determine the Grand Award winner. If more than 5 Applications receive the highest number of points, all Applications with the highest score shall be discussed and voted on.
10. The decisions of the Organizer/Jury shall be final, which however does not deprive the Participant of the right to pursue claims under the law.
11. The results of the Competition shall be announced during the D&I Changemakers Conference 2023 (6-7.12.2023)
12. The winners shall additionally be notified by e-mail.

## **VI. Awards**

1. The Award(s) in the Competition are:
- a. For winning the *ERG Excellence Gold Award*:
- title
  - recognition during D&I Changemakers Conference 2023 (presentation of the project)
  - recognition through social media (2 posts (Facebook, LinkedIn))
  - voucher in ERGs Center by Diversity Hub
- b. For winning the *ERG Excellence Silver Award*:
- title
  - recognition during D&I Changemakers Conference 2023
  - recognition through social media (1 post (Facebook, LinkedIn))
  - voucher in Mental Health Helpline
- c. For winning the *“ERG Excellence Brown Award*:
- title
  - recognition during D&I Changemakers Conference 2023
  - recognition through social media (1 post (Facebook, LinkedIn))
  - voucher in Mental Health Helpline

2. The award is not exchangeable for its cash equivalent or for any other benefit or prize in kind.
3. On the basis of Art. 21(68) of the Personal Income Tax Act, the Organizer is exempt from the necessity to collect and transfer to the appropriate tax office the lump-sum income tax on the value of the awards, as they will not exceed the amount of PLN 2000.
4. In order to receive the Award, the Winners must provide information necessary for the delivery of the Award by e-mail within 7 (seven) days from the date of the announcement of the results of the Competition, including in particular: name, surname, e-mail address, correspondence address and other data necessary for the settlement of the Personal Income Tax.
5. The award shall be sent at Organizer's expense within 7 (in words: seven) days from the day of Competition results' announcement to the mailing address provided by the Winner. The digital elements of the Award may also be sent remotely/electronically.
6. If the Winner cannot be notified of winning the Award, fails to contact the Organizer or fails to provide the details required for the Award within the period specified in item 7 above, the Award shall not be awarded and the Winner shall forfeit the right to the Award.
7. The Winner shall have an opportunity to waive his/her right to the Award by submitting a written statement to the Organizer. In this case, the Award shall remain at the sole discretion of the Organizer/Founder of the Award.

## **VII. Exclusion of Liability**

1. The Organizer shall not be liable for:
  - a. the malfunctioning of the website where the Competition takes place or the impeded access thereto due to reasons beyond the Organizer's control, including in particular those resulting from the website's actions or omissions;
  - b. lack of sending capabilities of the potential Applicant for reasons attributable to the Applicant;
  - c. malfunction of the Internet through which the Participants send their applications and through which the Organizer contacts the Participants;
  - d. the content sent in the Application;
  - e. inability to send the Award to the Winner due to the failure to provide personal data necessary to send the Award or the provision of incorrect personal data.
2. By entering the Competition, the Participant undertakes to indemnify the Organizer against any claims of third parties relating to the infringement of any third-party rights, including in particular personal rights, copyrights, related rights or property rights in connection with the use of such rights, should any of the Participant's assurances prove untrue.

## **VIII. Personal data**

1. The Organizer is the Controller of the Participants' personal data within the meaning of 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 (General Data Protection Regulation) (hereinafter the "GDPR"). Contact with the Organizer is possible via the e-mail address: [info@diversityhub.pl](mailto:info@diversityhub.pl)

2. The Controller shall process the personal data of the Participants:
  - a. on the basis of the Controller's legitimate interest (Article 6(1)(f) of the GDPR):
    - for the purpose of conducting the Competition, selecting the Winners, notifying the Winners of their winnings, issuing the Award(s), handling any complaints;
    - for the purpose of establishing, pursuing or defending against claims.
  - b. for the purposes of complying with the Controller's legal obligations (Article 6(1)(c) of the GDPR), including ensuring accountability and demonstrating compliance with the obligations imposed on the Controller, keeping records of personal data processing, maintaining other accounting records and, in the case of the Winners, for the purposes of paying any income tax due and issuing an appropriate tax return.
3. The Controller shall process the Winners' personal data on the basis of their consent (Article 6(1)(a) of the GDPR) in order to publish the results of the Competition. The provision of personal data is voluntary. The Winner has the right to withdraw the consent at any time. However, this will not affect the lawfulness of processing based on consent before its withdrawal.
4. The following shall be the personal data recipients:
  - a. Members of the Jury evaluating the Application
  - b. Employees and associates of the Diversity Hub Foundation who perform tasks related to the Competition,
  - c. Authorities, whose right of access to personal data results from applicable law, including authorities which exercise supervision and control over the performance of tasks by the Diversity Hub Foundation in Krakow, as well as
  - d. entities processing personal data on instructions from the Controller on the basis of concluded agreements (including entities providing and maintaining software used in activities related to the processing of personal data and entities providing postal or courier services);
5. Each Winner will be asked via email to provide additional personal data necessary for the Organizer, i.e. name and surname, correspondence address and telephone number necessary to issue the Award.
6. The Winner shall have the right of access to his/her personal data, the right to rectify, erase or restrict their processing or the right to object to their processing, as well as the right to data portability if such right exists under the law. He/she also shall have the right to lodge a complaint with the President of the Personal Data Protection Authority (ul. Stawki 2, 00-193 Warsaw).
7. Participants' personal data shall be stored for the duration of the Competition and thereafter until the completion of complaint procedures, in case of:
  - a. Winners - for the period of storing tax documentation, but no longer than 5 (in words: five) years, counting from the end of the calendar year in which the Competition was held;

- b. the remaining Participants for a period of 6 (in words: six) months, counting from the day of completion of the Competition.  
and then for a period resulting from the regulations applicable to the Diversity Hub Foundation in the field of handling archival materials and other documentation.
8. Personal data shall not be subject to profiling and decisions shall not be made in an automated manner.

#### **IX. Licence**

1. Upon issuance of the Award, the Participant or the Applicant transfers to the Organizer a non-exclusive licence to each awarded Application, without time and territory limitations, in all fields of exploitation, including in particular:
  - a. In terms of fixing and reproduction of the Competition Task - production of copies of the work with the use of specific technology, including in particular printing, reprography, magnetic recording and digital technology, regardless of the recording format and carrier and its size, form, technology, binding, type of distribution or making the carrier public;
  - b. In terms of the circulation of the original or copies on which the Competition Task is recorded - placing on the market, lending or renting the original or copies;
  - c. In terms of dissemination of the work in a manner other than that specified in points (a) and (b) - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work available to the public in such a way that everyone can have access to it in a place and at a time of their own choosing, including entering the work into computer memory, temporary and permanent recording, as well as making copies of such records, introduction into telecommunication and IT networks - including the Internet and paid websites, Internet and social networking sites - and interactive use.
2. For the avoidance of doubt, the Award in this Competition shall be the sole consideration for the licence granted. Where the licence is granted by the Applicant - the licence shall be royalty free.
3. In matters not covered by this section, the relevant provisions of the Polish Civil Code and the Act on Copyright and Related Rights shall apply to this licence.

#### **X. Complaint Procedure**

1. Any complaints concerning the Competition may be submitted by electronic mail to the following address: [Info@ergscenter.com](mailto:Info@ergscenter.com) not later than 7 (in words: seven) days after the announcement of the Competition results. Complaints submitted after the indicated deadline shall not be considered.
2. The complaint should include: name, surname, name of the organization and network, e-mail address and description, reason and justification of the complaint.
3. Complaints shall be considered within 14 days of their receipt.



4. The Participant shall be notified of the outcome of the complaint in writing to the address specified in the complaint or by electronic mail to the e-mail address specified by the Participant.

#### **XI. Final Provisions**

1. During the Competition, the Regulations shall be available on the website [www.ergscenter.com](http://www.ergscenter.com) and [www.diversityhub.pl](http://www.diversityhub.pl) as well as in the Organizer's registered office.
2. The Regulations are governed exclusively by Polish law. In matters not covered by the Regulations, generally applicable provisions of Polish law shall apply, in particular the provisions of the Civil Code and of the Act on Copyright and Related Rights.
3. The Organizer reserves, to the fullest extent permitted by law, the right to amend these Regulations.

#### **Appendix 1 to the Competition**

##### **DECLARATION BY THE COMPETITION PARTICIPANT**

- I hereby declare that I have read the ERG EXCELLENCE AWARD Competition Regulations and agree to participate in the Competition in accordance with the rules specified in the Regulations.

..... (date and signature of the Competition Participant)

##### **CONSENT CLAUSES**

I declare that I express my consent to:

- the processing of my personal data in the scope defined in the Application in connection with my participation in the "ERG EXCELLENCE AWARD" competition (hereinafter the "Competition") organized by the Diversity Hub Foundation, and I acknowledge that my consent is a prerequisite for my participation in the Competition.
- the publication of my personal data (including free use of my image) to promote the activities and results of the Competition, among others, on the Internet, including the



websites [www.ergscenter.com](http://www.ergscenter.com) and [www.diversityhub.pl](http://www.diversityhub.pl) and on the official profile of the Diversity Hub Foundation on Facebook, LinkedIn, in information materials and printed publications. (please tick the appropriate box)

YES

NO

..... (date and signature of the Competition Participant)

I declare that I have been informed that the consents may be withdrawn at any time by sending to the Controller (at the address of the Diversity Hub Foundation in Krakow, ul. Poznańska 6/4 30-012 Krakow or by e-mail to: [info@diversityhub.pl](mailto:info@diversityhub.pl)) a statement of withdrawal of the consent. Consent withdrawal shall not affect the lawfulness of processing based on consent before its withdrawal.

..... (date and signature of the Competition Participant)

#### **INFORMATION CLAUSE**

I declare that, in accordance with Article 13(1) and (2) of Regulation (EU) No 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 (General Data Protection Regulation) (OJ L 119, 04/05/2016), hereinafter referred to as the GDPR, I have been informed that:

1. The controller of my personal data in the scope included in the Application is Diversity Hub Foundation in Krakow, ul. Poznańska 6/4 30-012 Krakow, which can be contacted via e-mail: [info@diversityhub.pl](mailto:info@diversityhub.pl).
2. My personal data shall be processed on the basis of my consent, in order to participate in the Competition (legal basis: Art. 6(1)(a) of the GDPR, Art. 9(2)(a) of the GDPR);
3. The following shall be the recipients of my personal data:
  - A. Members of the Jury evaluating the Application
  - B. Employees and associates of the Diversity Hub Foundation who perform tasks related to the Competition,
  - C. Authorities, whose right of access to personal data results from applicable law, including authorities which exercise supervision and control over the performance of tasks by the Foundation Diversity Hub in Krakow, as well as
  - D. Entities processing personal data on instructions from the controller on the basis of concluded agreements (including entities providing and maintaining software used in activities related to the processing of personal data and entities providing postal or courier services);

4. My personal data shall be stored for the duration of the Competition and thereafter until the completion of complaint procedures, and as regards:
  - A. the Winners - for the period of storing tax documentation, but no longer than 5 (in words: five) years, counting from the end of the calendar year in which the Competition was held;
  - B. the remaining Participants for a period of 6 (in words: six) months, counting from the day of completion of the Competition.and then for a period resulting from the regulations applicable to the Diversity Hub Foundation in the field of handling archival materials and other documentation.
5. Within the limits set by the law, including in particular of GDPR, I have the right:
  - C. of access to the content of my data,
  - D. to rectify my data,
  - E. to request the restriction of the processing of my data,
  - F. to portability of my data,
  - G. to object to the processing of my personal data,
  - H. to withdraw consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal, if the processing is based solely on my consent, and
  - I. to request erasure of data (right to be forgotten);
6. I have the right to lodge a complaint with the President of the for Personal Data Protection Authority if the processing of my personal data violates the provisions of the GDPR; the provision of my personal data is voluntary, and the consequence of not providing them and not giving my consent to their use shall mean:
  - A. in respect of name, surname - inability to participate in the Competition;
  - B. in terms of image - inability to use my image to promote the results of the Competition;
7. my data are not used for automated decision making and are not subject to profiling;
8. my data will not be transferred to third countries (i.e. outside the European Economic Area) or made available to international organizations.

..... (date and signature of the Competition Participant)

## LICENCE

4. The Participant declares that he/she is the creator/co-creator of the Project submitted to the Competition (hereinafter: the "Work") and that he/she is authorized to dispose of the author's economic rights to the Work, or that the author's economic rights to the Work are vested in the Applicant.<sup>1</sup>
5. Upon issuance of the Award, the Participant / the Applicant transfers to the Organizer a non-exclusive licence to each awarded Application, without time and territory limitations, in all fields of exploitation, including in particular:
  - a. In terms of fixing and reproduction of the Competition Task - production of copies of the work with the use of specific technology, including in particular printing, reprography, magnetic recording and digital technology, regardless of the recording format and carrier and its size, form, technology, binding, type of distribution or making the carrier public;
  - b. In terms of the circulation of the original or copies on which the Competition Task is recorded - placing on the market, lending or renting the original or copies;
  - c. In terms of dissemination of the work in a manner other than that specified in points (a) and (b) - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work available to the public in such a way that everyone can have access to it in a place and at a time of their own choosing, including entering the work into computer memory, temporary and permanent recording, as well as making copies of such records, introduction into telecommunication and IT networks - including the Internet and paid websites, Internet and social networking sites - and interactive use.
6. For the avoidance of doubt, the Award in this Competition shall be the sole consideration for the licence granted. Where the licence is granted by the Applicant - the licence shall be royalty free.

In matters not covered by this declaration, the relevant provisions of the Polish Civil Code and the Act on Copyright and Related Rights shall apply to this licence.

..... (date and signature of the Competition Participant)

..... (date and signature of the Applicant)

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<sup>1</sup> Depending on the situation, Licences shall be signed only by the Participant or the Participant and the Applicant.

**DECLARATION BY THE APPLICANT**

The Applicant agrees that the Competition Organizer will publicize the name of the Applicant's company and the logotype/trademark identifying the Applicant's company free of charge in order to promote the activities and results of the Competition, among others:

- on the Internet, including the websites [www.ergscenter.com](http://www.ergscenter.com) and [www.diversityhub.pl](http://www.diversityhub.pl);
- on the official profile of the Diversity Hub Foundation on Facebook, LinkedIn;
- in information materials and printed publications;
- during the conference on -6-7.12.2023.

The consent may be withdrawn at any time.

Information about the Applicant's company will be published until the consent is withdrawn or the Organizer ceases to publish in the public space/Internet/ an information about the Competition and the Conference.

..... (date and signature of the Applicant)