

# BLOCKCHAIN STARS

## Terms & Conditions

IMPORTANT - PLEASE READ

BY REGISTERING, YOU (THE “PARTICIPANT” OR “YOU”) AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (“Terms&Conditions”), IN CONNECTION WITH THE BLOCKCHAIN STARS COMPETITION (“BC STARS” or “Competition”) AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE YOU HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS IN THIS DOCUMENT AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH YOUR OWN INDEPENDENT LEGAL COUNSEL AT YOUR OWN EXPENSE.

### § 1.

#### ORGANIZER AND FOUNDERS

1. The **BC STARS** is a business competition organized by **CLEMAGIC Sp. z o.o.** with its registered office in Tarnów at Jana Kochanowskiego 30A (Street), Postal code: 33-100 Tarnów, Poland, entered into the commercial register of the National Court Register maintained by the District Court for the Kraków Śródmieście in Kraków, XII Commercial Department of the National Court Register, under KRS No. 0000547084, [Tax Identification Number] NIP No. 9930656610 (hereinafter called “**Organizer**”) for the rapid deployment of solutions for improving the block-chain industry world-wide.
2. The Organizer shall be responsible for the implementation and service of the Competition.
3. The Organizer is neither accountable nor responsible for any of the prizes awarded. The Competition is sponsored by:
  - a) **EXRATES** Exchange, (hereinafter called “**EXRATES**”)
  - b) **The Blockchain Summit Austria**, (hereinafter called “Blockchain summit Austria”)
  - c) **BC&Law Limited** with its registered office in 40-44 Uxbridge Road, Craven House Ground Floor, London, England, W5 2BS, entered into the Companies House under No. 9096544.

**d) Malta Blockchain Summit**, (hereinafter called “Malta Blockchain Summit”)

(collectively “**Sponsor**”).

## **§ 2.**

### **BINDING AGREEMENT**

1. The BC STARS is run solely under these Terms&Conditions and generally applicable law of Republic of Poland, in particular as provided for art. 919 -921 the polish Civil Code Act dated 23 April 1964 (*Dziennik Ustaw* [Poland's Journal of Laws], 2018, item 1025 as amended).
2. The Competition and all Participants and Entries are subject to and governed by these official Terms&Conditions. You agree that submission of an Entry in the Competition constitutes agreement to these Terms&Conditions. These Terms&Conditions form a binding legal agreement between you and Organizer with respect to the Competition. Judges will choose the winning Entries, and Prizes will be awarded in accordance with these Terms&Conditions.

## **§ 3.**

### **ELIGIBILITY CRITERIA**

1. An eligible Participant must be:
  - a) a legal person created and recognised as such under national law or international law (must have a legal personality and, acting in its own name, be able to exercise rights and be subject to obligations, e.g. limited liability company as provided for art. 33 the polish Civil Code Act dated 23 April 1964 (*Dziennik Ustaw* [Poland's Journal of Laws], 2018, item 1025 as amended),
  - b) must enter on its own behalf,
  - c) represented by individuals who are at least eighteen years old and have full power, right and authority to enter into and perform respective obligations under this Terms&Conditions behalf of legal person,
  - d) and must submit an Entry in the form requested by the Organizer.
2. Participants may not be a person residing in any country embargoed by the European Union and/or subject to European Union export controls or sanctions (including without limitation Iran, Cuba, Sudan, Syria and North Korea), or any other jurisdiction where the Competition is otherwise prohibited, licensed, restricted or taxed by applicable state, territorial, provincial or local laws, rules or regulations. It is your responsibility to ensure that you are legally eligible to enter the Competition and receive a Prize under any laws applicable to you in your jurisdiction of residence or otherwise.

3. Employees of Sponsor, Organizer, Judges or Advisors and its respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor or Organizer through an outsourcer or temporary employment agency during the Competition period, and their respective immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) and persons living in their same household (whether or not related), are not eligible to participate in the Competition.
4. Prior to registering for the Competition, each Participant, whether individually or as part of a Team, must ensure that he/she is in compliance with any employment or other contract to which he/she is a party on issues such as, but not limited to, eligibility to participate, intellectual property and acceptance of prizes in the event he/she is unable to do so then the Organizer reserves the right to reselect the Winner.
5. Organizer reserves the right to verify the eligibility of all Participants.

#### § 4.

#### COMPETITION PERIOD AND WINNER SELECTION

1. The BC STARS is organized from September, 2019 to November, 2019.
2. Acceptance of entries to the BC STARS is carried out on the territory of the Republic of Poland from the 1st of June 2019 to 3rd of September, 2019 (hereinafter called "**Submission Period**").
3. The results of the BC STARS competition, and in particular the announcement of the BC STARS Winner, will be announced on the Website by 24th of November, 2019.
4. Participant may be represented by up to 2 individuals (hereinafter called "**Team**"). No matter if Participant is entering the BC STARS competition as a Team or is represented only by one individual, Participant must appoint and authorize one individual (the "**Team Representative**") to represent, act, and submit an Entry, on behalf Participant. The Team Representative will be Organizer's point of contact for the BC STARS competition and shall be responsible for relevant winner notification requirements set forth below. The individual Team members and Team Representative must meet the eligibility requirements set out in Terms&Conditions. By submitting an Entry on behalf of a Team, the Team Representative represents and warrants that he/she is the representative authorized to act on behalf of the team.
5. The Competition will be conducted in following phases:
  - a) 4th of September, 2019 - 1st of October, 2019 - **For the First Round**, the Advisors will evaluate the eligible Entries submitted during the Submission Period and will select 12 (twelve) Entries.

Participants who have been selected will have three minutes to demonstrate, via a live-stream, its Entry to Advisor and three to four minutes to answer Advisors questions. Demonstration time limits may be shortened or lengthened in the Organizer's sole discretion. The order of demonstrations will be decided by the Organizer in its discretion (the "ICO Pitch").

Three (3) Participants determined by each of the relevant Advisor will be chosen to advance to the Second Round of the Competition as semi-finalists (as a result nine (9) Participants will be selected in total).

Between the First Round and Second Round, Participants will have the opportunity to improve, add to and/or enhance their Entry for the Second Round.

- b) 1st October, 2019 - 14th October, 2019 - **For the Second Round**, during ICO Pitch delivered and live-streamed in front of an audience, each Advisor will evaluate the semifinalist Entries chosen by himself in the First Round. Only one (1) Participant determined by each of the relevant Advisor will be chosen to advance to the Third Round of the Competition (as a result three (3) Participants will be selected in total).

Another Participant ("People's Choice Participant") will be determined by the greatest number of votes of Competition audience. If the People's Choice Participant is the same as the Participant selected by the Advisor, the People's Choice Participant will be given to the second Participant that gathered more votes from the audience. If a Participant receives irregular votes, the Organizer reserves the right to disqualify the Participant in its sole discretion. If the voting process for the People's Choice Participant fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Organizer to its sole discretion reserves the right to use another means to determine the People's Choice Participant, i.e. random selection or appointing a panel of Judges. Participants may not pay people or provide any other type of consideration in exchange for votes. Any Participant who violates the ban on paying or providing consideration in exchange for votes will be disqualified.

Between the Second Round and Third Round, finalists will have the opportunity to improve, add to and/or enhance their Entry for the Third and final Round.

- c) 14th of October, 2019 - 27th of October, 2019 - **For the Third Round**, an independent panel of Judges and audience of the Competition will evaluate the finalists' Entries immediately after its demonstration. Each Entry will be scored in each round based on the following criteria with a

minimum score of 0 and maximum score of 10 points, with the final score being the average of the judges' and audience scores. Only one (1) finalist Entry will be selected and awarded Prize (the "**Winner**"). The Winner will be determined by the highest average of scores.

## **§ 5. PRIZE**

1. The prizes and awards to be awarded are as follows:
  - a) exchange listing services worth \$ 30,000 provided by **EXRATES**,
  - b) participation in the **MaltaBlockchain Summit** conference worth \$ 15,000,
  - c) participation in the **The Blockchain Summit Austria** conference worth \$ 15,000,
  - d) legal services worth \$ 20,000 provided by **BC&Law**, (collectively "**Prize**").
  - e) ads services worth \$ 20,000 provided by **BTC TV**, (collectively "**Prize**").
2. All prize details will be determined by the Sponsor in its sole discretion.
3. The Organizer is not responsible for inaccurate prize details supplied to any Participant by any third party connected with this Competition.
4. The Sponsor reserves the right to substitute a similar prize (or prize element) of comparable or greater value.
5. All taxes and other expenses, costs, or fees associated with the acceptance and/ or use of any Prize are the sole responsibility of Winner.
6. Prizes cannot be transferred or substituted by Winner.
7. If a prize is unclaimed within a reasonable time after notification from the Sponsor, as determined by the Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Entries at the Sponsor's sole discretion.
8. The Organizer reserves the right to publish Entries (including parts of entries) other than the winning Entry and publication does not necessarily mean the Participant has won a prize.

## **§ 6. SUBMISSIONS REQUIREMENTS**

1. Only one entry per Participant is allowed and any Participant who enters more than the permitted maximum will be disqualified.

2. Within the Submission Period, all Participants must register for the BC STARS competition by visiting <https://stars.b-t-c.tv> (the “**Website**”) and providing basic information (the “**Entry**”), including:
  - a) company name,
  - b) e-mail address,
  - c) your website,
  - d) confirmation of registration Fee payment,
  - e) name and surname each of each Team member (if applicable),
  - f) proxy granted Team Representative by Participant in the scope of performing any factual and legal actions concerning Competition,
  - g) an informational document, issued by you, to promote or highlight the features of a solution, product, or service which will be delivered by your company (the “**WhitePaper**”),
  - h) description of the solution in 50 characters,
3. All Entry materials must be in English or, if not in English, the Participant must provide an English translation of the Entry as well as all other materials submitted.
4. Entrant must make the Entry available free of charge and without any restriction, for testing, evaluation and use by the Organizer and Judges and Advisors during the Competition period.
5. All information provided to register for the Competition must be true and correct. You are responsible for keeping such information up-to-date.
6. After you register, you will receive an email confirmation with information on the BC STARS competition.
7. By entering the BC STARS, you hereby warrant and represent that:
  - a) you are the sole author of the WhitePaper and possesses all the necessary author’s economic and moral rights pertaining thereto,
  - b) the WhitePaper does not constitute a derivative work or plagiarism and does not infringe any right of any third party (especially copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity), and does not violate applicable laws,
  - c) the author’s economic rights in the WhitePaper are not in any way encumbered by the rights of third parties, and in particular, that no individual consent of a third party is required to exploit the WhitePaper in any scope,
  - d) that it has not won previous awards.
8. The Organizer may prohibit any Participant or potential Participant from participating in the BC STARS or take any other action it deems appropriate, in case of not complying with the following:
  - a) Adhere to the terms of the Terms&Conditions and any additional rules stated at the beginning of the BC STARS competition;

- b) Not violate the terms of use of any social media service, website, mobile application, software or any other platform used in connection with your Submission,
  - c) Not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content;
  - d) Not contain, depict or refer to any content which disparages or refers negatively to the BC STARS competition, Organizer, Sponsor, Judge, Advisor or any other person or Participant;
  - e) Not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).
9. You may be disqualified for any of the following actions, with or without warning, in the Organizer's sole discretion:
- a) verbal abuse of Organizer, Sponsor, Judge, Advisor or any other person or Participant;
  - b) breach of the Terms&Conditions or any other agreement entered into in connection with the BC STARS competition;
  - c) violation of or non-compliance with any section of the Terms&Conditions,
  - d) violating the spirit or any legitimate operation of the BC STARS competition.

ALL DISQUALIFICATION DECISIONS OF THE ORGANIZER ARE FINAL,  
NOT SUBJECT TO APPEAL AND NO REFUND WILL BE PROVIDED.

## **§ 7. FEES**

1. Registration in the Competition requires a fee in amount of **USD 499** by bank transfer or using PayPal (the "**Registration Fee**"). If Registration Fee payment is not made, the Entry will not be accepted.
2. Registration Fees will be refund provided that your Entry will be rejected by Organizer after Submission Period or will not be chosen by Advisor in the First Round of Competition.
3. All bank transfer charges (including any costs associated with processing an international payment) shall be borne by the Participant.

## **§ 8. INTELLECTUAL PROPERTY RIGHTS & USE OF ENTRIES**

1. Organizer does not, unless we agree this with you, claim any rights of ownership in your Entry. As such, you retain ownership and copyright, although Organizer

will be able to use Entries as set out in the Terms&Conditions, you will also have the right to use your Entry in any way you choose.

2. In consideration of Organizer agreeing to consider Participants to the Competition, each Participant hereby agrees that Organizer (and third parties authorised by Organizer) may make any and all Entries available in their publications and on their websites and any other media, whether now known or invented in the future. You now grant Organizer (and third parties authorised by Organizer) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the Entry). The abovementioned license shall cover the following fields of exploitation:
  - a) domestic and international distribution;
  - b) copying the content into computer memory and making it available in computer networks, in particular on the Internet, by any technical means whatsoever;
  - c) using the content in its entirety or any parts thereof for advertising, promotional or publicity purposes in internet posts, banner ads, newsletters, articles, leaflets, post cards, catalogues, programs, invitations, posters, billboards, citylights, CD's, DVD's or videos;
  - d) using the content in any form and manner by mass media.

The license shall be granted on a royalty-free basis.

3. The Participant also gives permission to sublicense the submitted materials relating to the Competition to all mass media providing coverage on the Competition, as long as it is required to promote the Competition, Organizer or its partners.
4. The above-described licenses shall be granted for an indefinite period of time and without any territorial restrictions.
5. Organizer does not guarantee to use or otherwise make available any Entry. Organizer may, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to Entries that appear to be legally or otherwise problematic e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory etc. or for any other reason.

## § 9.

### ADVISORS / JUDGES

1. Submitted Entries will be evaluated by advisors (the "**Advisor**") and judges ("**Judge**") appointed by the Organizer.
2. The Competition's panel of Advisors will comprise the following members:
  - a) **Nikolay Shkilev,**
  - b) **Giacomo Arcaro,**
  - c) **Dennis O'Neill**
3. The Competition's panel of Judges will comprise the following members:

- a) **Mark Hamade,**
  - b) **Brad Yasar,**
  - c) **W. Scott Stornetta,**
4. The Advisors's and Judge's decisions shall be final.
  5. Nor The Advisor and The Judge is not required to justify its decisions or comment on its deliberations.
  6. The Advisor and Judge shall evaluate the Participant's solutions based on submitted Entries.

**§ 10.**  
**ADVERTISING**

Advertising is planned through social media and on Sponsor websites. The Organizer reserve the right to use any other advertising tool he deem appropriate to disclose the knowledge of the event indicated above, in addition to those already indicated.

**§ 11.**  
**GOVERNING LAW AND JURISDICTION**

This Terms&Conditions and all related documents and all matters arising out of or relating to this Terms&Conditions, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Republic of Poland without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Republic of Poland. Each of the Participants hereto irrevocably agrees that any legal action or proceeding with respect to this Terms&Conditions and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Terms&Conditions and the rights and obligations arising hereunder brought by the Participant hereto or its successors or assigns, shall be brought and determined exclusively in courts of the Capital City of Warsaw. The Participant hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

**§ 12.**  
**ADDITIONAL TERMS**

The failure of the Organizer to comply with any provision of this Terms&Conditions due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of

the control of the Organizer (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of the Terms&Conditions. The Organizer assumes no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from downloading materials or software in connection with the BC STARS. The Organizer is not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Entries information; for errors in any promotional or marketing materials or in the Terms&Conditions; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Organizer reserves the right to cancel, modify, or suspend the BC STARS or any element thereof (including, without limitation, the Terms&Conditions) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in the Terms&Conditions).

### **§ 13.**

#### **AMENDMENTS**

The Organizer reserves the right to amend these Terms&Conditions. Any amendments will be published on the Website.