

# PROGRAM REGULATIONS "ŻABKA FUTURE LAB"

## PREAMBLE

*"Żabka Future Lab" is a Program for companies wishing to develop their enterprise in cooperation with the Żabka Group. The goal of the Program is for the Organizer to support entities from Europe and Middle East by enabling them to improve innovative products or services offered on the territory of the Republic of Poland.*

## § 1. DEFINITIONS

*The terms used in the Regulations shall mean*

### **Organizer**

The organizer of the "Żabka Future Lab" Program is Żabka Polska Sp. z o. o. with its registered office in Poznań (61-586), Stanisława Matyi 8 Street, entered in the register of entrepreneurs kept by the District Court Strona | 2 Poznań Nowe Miasto and Wilda in Poznań VIII Economic Department of the National Court Register under KRS number 0000636642, with the share capital of PLN 113,215,000 fully covered, BDO: 000016909, NIP: 522-30-71-241, REGON: 365388398, hereinafter referred to as the Organizer.

### **Żabka Future Lab / Program**

The Program is organized under the terms of these Regulations, directed by the Organizer to Participants who wish to develop their business within the scope of the Program Areas.

### **Program Areas**

The areas of the Program include the following categories to which Participants can submit their solutions:

- 1) **Retail logistics & supply chain:**
- 2) **The future of work:**
- 3) **Transforming Żabka into world-wide retailer**
- 4) **Consumer of tomorrow**
- 5) **Omnichannel retail experience**

The full list of the areas can be found at [www.zabkafuturelab.com](http://www.zabkafuturelab.com).

### **Participant**

Entrepreneur within the meaning of the Entrepreneurs' Law of March 06, 2018, conducting business in the Republic of Poland, or in another country of the European Union or a third country, based on an entry in the relevant register of entrepreneurs kept in that country - who has applied for participation in the Program under the terms of §3 of these Regulations.

### **Regulations**

These regulations define the rules for conducting the "Žabka Future Lab" Program.

### **Program Schedule**

The schedule, defining the timeframe of "Žabka Future Lab" Program, which is published by the Organizer on the Program's website: [www.zabkafuturelab.com](http://www.zabkafuturelab.com)

### **Submission**

The Participant's duly completed application form, is available at <https://www.f6s.com/zabka-future-lab-batch-1>

## **§ 2. ORGANIZATION AND DURATION OF THE PROGRAM**

1. The goal of the Žabka Future Lab Program is to recruit, select and accelerate the solutions created by start-up companies or teams, verify the business models and check the possibility of cooperation with the Organizer by offering the Program Participants mentoring support.
2. The maximum number of Program participants is 5, the maximum number of participants actively taking part on behalf of one team should be limited to no more than 3 people;
3. The Program shall be conducted, in the period from February 6th, 2023 to June 14th, 2023 on the basis of the Program Schedule. The Organizer has a right to close the enrollment process before.
4. Any change to the Program Schedule does not require an amendment to the Terms and Conditions in order to be valid and shall become effective upon publication of the new Program Schedule on the Program website: [www.zabkafuturelab.com](http://www.zabkafuturelab.com)
5. The Organizer shall be entitled to extend the duration of the Program (including the Schedule) or cancel it.

## **§ 3. RULES OF PARTICIPATION IN THE PROGRAM**

1. In order to participate in the Program, it is necessary to send, by the deadline in accordance with the Program Schedule, a Submission via the online registration form: <https://www.f6s.com/zabka-future-lab-batch-1>.
2. The registration form is made available using the F6s platform (<https://www.f6s.com/terms>).
3. In order to participate in the Program, the Participant must:
  - a) correctly fill in all fields of the Application form;
  - b) attach a pdf file with a pitch deck presentation of the submitted solution in the given Program Area;
  - c) accept the provisions of the Regulations.
4. In addition, the Participant, by submitting the Submission, confirms that:
  - a) he/she owns the personal and property copyrights to the solution submitted to the Program, in accordance with the provisions of the Act of February 4, 1994 on Copyright and related rights;
  - b) the solution does not violate the rights of third parties, including, in particular, the personal and property copyrights of third parties and is not a result of an act of unfair

competition committed by the Program Participant within the meaning of the Act of April 16, 1993 on Unfair Competition;

c) agrees that the Organizer may process the personal data provided for the purposes of conducting the Program, including publishing the name and surname of the Participant (persons acting on behalf of the Participant) on the Organizer's website and in press and e-mail communications related to the Program,

d) agrees to the Organizer's free use of the Participant's image (persons acting on behalf of the Participant) for the purposes of conducting the Program, including qualification for subsequent stages of the Program, without territorial and time limitations in the mass media, including in particular the Internet, in the fields of exploitation indicated in the content of Article 50 of the Act of February 4, 1994 on Copyright and Related Rights,

e) agrees that the Organizer may use Participant's logotype, name or company name for the purposes of the Program, including information about participation in the Program, without territorial and time limitations, in mass media, including in particular the Internet, in the fields of exploitation specified in Article 50 of the Act of February 4, 1994 on Copyright and Related Rights,

f) agrees to be informed in the mass media about the details of the solution submitted to the Program.

5. Failure by the Participant to complete all fields of the application form and failure to attach all documents required by the Regulations means failure to complete the formalities related to the Submission to the Program and results in the Participant's candidacy not being considered for the Program.

6. The Organizer will confirm receipt of the Submission via e-mail to the e-mail address indicated by the Participant in the Submission.

7. One Participant may submit only one solution to the Program in a given Program Area. Subsequent application of the same Participant within the same Program Area will not be considered by the Organizer and will be considered as not submitted.

8. The Organizer shall be entitled to verify at any time that the Participant meets the prerequisites for participation in the Program, in particular by verifying statements made by the Participant or documents sent by the Participant.

9. The Organizer reserves the right to exclude the Participant from the Program in case of noncompliance with the law or violation of the Regulations by the Participant, including, in particular, in case of:

a) failure to meet the terms and conditions of the Program specified in the Regulations;

b) if the Participant engages in behavior that violates the law, good morals or constitutes an act of unfair competition.

10. Participants of the Program may not be:

a) persons who have been validly convicted of a crime or a criminal offense;

b) persons who, in the course of their business activities, have committed a violation of the provisions on unfair competition within the meaning of the Act on Unfair Competition of April 16, 1993;

c) employees and associates of the Organizer and members of their families, as well as other persons directly involved in the preparation and implementation of the Program. Family members are understood as: spouses, parents, children, siblings, persons in an adoption relationship, and their spouses, as well as persons in cohabitation.

#### **§ 4. PROGRAM SCHEDULE**

1. The Organizer provides the following Program Schedule:
  - a) February 6, 2023 - March 15, 2023 - acceptance of Submissions, in accordance with the procedure indicated under §3 of the Regulations;
  - b) March 24, 2023 - selection by the Organizer of solutions submitted by Participants with the greatest market potential, characterized by innovation and scalability. The organizer reserves the right to end the call for applications earlier if the number of places in the program is filled;
  - c) March 27-28, 2023 - conducting Pitch Day - the 10 best solutions will be presented to the Organizer by the Participants;
  - d) April, 3, 2023 - June 14, 2023 -acceleration Program, support of the Participants by the Organizer's experts on the solution development and possible cooperation with the Organizer in the future stages.
2. Ongoing communication between the Participants and the Organizer will take place via email, to the email addresses indicated by the Participants in the Submission.

#### **§ 5. RIGHTS AND OBLIGATION OF PARTICIPANTS**

1. Participation in the Program is free of charge, which applies to both payment in cash as well as all forms of share in profit that the Project can generate or share in rights to the Project.
2. During the Program, each Participant is entitled to:
  - a. accelerating their solution in accordance with the agreed individual plan,
  - b. use consulting knowledge of Mentors within the scope offered by the Organizer.
3. Participants acknowledge that the Organizer does not provide them with accommodation, meals, medical care, or personal computers during the Program. Participants are obliged to organize the above-mentioned services on their own.
4. The Organizer declares that all materials and information provided to the Participants by the Organizer, their representatives or Mentors during the Program are purely educational. The Organizer is not liable for damage caused to Participants or third parties in connection with or as a result of the Participants using information, knowledge or skills acquired during the Program.
5. Each Participant is obliged to:
  - a. keep confidential all information obtained in connection with participation in the Program, in regard to other Projects or confidential information made available by the Organizer, provided that their disclosure may violate the rights of other Program Participants or the Organizer; the Organizer may require that the Participants sign confidentiality agreements under penalty of exclusion from the Program or its further part,
  - b. actively participate in acceleration phase, each Project should be represented by at least one Participant, who is part of the team of a given Project; the maximum number of participants actively taking part on behalf of one team should be limited to no more than 3 people;
  - c. comply with the provisions of these Regulations.

d. report quarterly to the Organizer on the progress of the startup – for 2 years from the end of the program. Reporting is done in the form of surveys sent by the operator at the end of each quarter.

6. By submitting a Project to the Program, the Applicants Participant grants the Organizer only for purposes related to the organization and promotion of the Program, free of charge and for an unlimited amount of time, license to use all elements of the Project, including its logo, designation of the website or other designation identifying the given Project or its creators.

7. The Organizer, Mentors, Tutor, and other Program Participants are not entitled to the commercial use of the Project as a whole or as any part thereof without the prior written consent of the creators of a given Project.

## **§ 6. COOPERATION**

1. The Organizer may propose to each Participant to undertake joint business activities, or to establish a long-term business relationship.

2. The scope of joint activities or the establishment of a business relationship will be agreed upon by the Participant and the Organizer in a separate agreement concluded after the Program.

## **§ 6. PERSONAL DATA**

1. The Administrator of personal data of Participants is the Organizer.

2. The Administrator's Data Protection Officer can be contacted at: [iod@zabka.pl](mailto:iod@zabka.pl).

3. The personal data of the Program Participants will be processed by the Organizer for the purpose of conducting the Program and possible complaint proceedings.

4. In terms of realization of the purposes specified in paragraph 3 above, it is necessary to give the Participant's consent to the processing of certain necessary data provided in the Application. Failure to provide such data, prevents the Participant from joining and participating in the Program.

5. In the scope of consents other than those specified in the paragraph above, their expression by the Participant is voluntary.

6. Personal data of Participants may be - within the framework of legitimate interest - transferred to entities entrusted by the Organizer with the implementation of certain activities related to the Program, including employees, collaborators, partners and contractors of the Organizer only to the extent that it is necessary for the proper conduct of the Program.

7. The Organizer is also entitled to process Participants' personal data, in connection with the need to fulfill its legal obligation (e.g. resulting from tax law).

8. Detailed information regarding the Organizer's processing of personal data of Participants who are natural persons, including the Participants' rights regarding their personal data, can be found in the document entitled Privacy Policy published on the website, at [www.zabkafuturelab.com](http://www.zabkafuturelab.com).

## **§ 7. COMPLAINTS**

1. Complaints related to the course of the Program should be submitted as an electronic message (e-mail).
2. All complaints related to the Program shall be considered by the Organizer , within 30 (in words: thirty) days from the date of delivery of the complaint.. The Organizer's decision regarding the complaint does not deprive the Participant of the right to pursue claims in court or in other ways provided by applicable laws.
2. The complaint should contain the Participant's data, the company's data, Participant mailing address, and a description of the circumstances giving rise to the complaint.
3. The complainant will be notified of the result of the Organizer's consideration of the complaint to the mailing address indicated in the complaint.

## **§ 8. FINAL PROVISIONS**

1. Terms and conditions of participation in the Program are available on the website [www.zabkafuturelab.com](http://www.zabkafuturelab.com).
2. By participating in the Program, the Participant confirms that he/she agrees to all the rules contained in these Regulations.
3. The Organizer reserves the right to amend these Regulations during the duration of the Program. Any changes to these Regulations will be effective from the date of their announcement on the website [www.zabkafuturelab.com](http://www.zabkafuturelab.com)..
4. The Organizer reserves the right to terminate or suspend the Program at any time, after 7 days from the date of announcement of such information on the website [www.zabkafuturelab.com](http://www.zabkafuturelab.com)..
5. The governing law for the conduct of the Program shall be Polish law, regardless of the registered office of the Participant.
6. In matters not regulated by these Rules of the Program, the provisions of the Polish Civil Code will apply, in particular Articles 919 - 921.
7. The Program is not a game of chance or betting within the meaning of the Act on Gambling of November 19, 2009.
8. The Regulations have been drawn up in Polish and English versions. In case of any doubt, the Polish version is binding.
9. The Regulations are the only document defining the rules of the Program.
10. The Regulations shall enter into force on February 6th, 2023. .