

Rules and Regulations of the KPT Poland Prize Acceleration Programme

These Rules and Regulations set out the rules for the recruitment and participation of projects for the KPT Poland Prize Acceleration Programme

III Edition (video games industry)

§ 1. Definitions

These Rules and Regulations use the following terms in the meanings specified below:

1. **Agency** – the Polish Agency for Enterprise Development (Polish: *Polska Agencja Rozwoju Przedsiębiorczości*), which is the intermediary body responsible for the implementation of Measure 2.5 Acceleration Programmes – Poland Prize, as part of the Smart Development Operational Programme 2014–2020;
2. **Accelerator** – *Krakowski Park Technologiczny spółka z ograniczoną odpowiedzialnością* (Krakow Technology Park, KPT sp. z o.o.) with registered seat in Kraków (30-394 Krakow, ul. Podole 60), Poland, entered into the National Court Register at No. 0000058058, the organiser and operator of the Acceleration Programme;
3. **Application** – a correctly filled-in and submitted application form, available at <https://www.kpt.krakow.pl/en/startups/poland-prize-powered-by-kpt/game-industry-digital-dragons-accelerator/> containing the Project specifications in the form of an original presentation, description, multimedia presentation or any other form combining the ones mentioned above.
4. **Applicant** – a startup team that has submitted an Application declaring intent to participate in the Programme and that meets the requirements specified in § 3 of the Rules and Regulations as of the day of concluding the Acceleration Agreement;
5. **Country manager** – a representative of a Startup (Startup member or plenipotentiary) who is physically present in Poland, fluent in Polish and English, understands the Startup's solution and has qualifications enabling him or her to represent the Startup, including in contacts with Business Partners, the Accelerator etc. The Country Manager is required already at the stage of development activities in Stage I Soft-Landing and Development and remains active until the end of Stage II Acceleration. The Country Manager is a mandatory role within the Startup team that may be remunerated from the IPR and IPA budgets. The Country Manager role can be combined with other roles within the Startup.
6. **Stage** – the phase of the Acceleration Programme in which a Startup participates or intends to participate. Stage I comprises the Soft-Landing Stage (involving activities necessary for the Startup to begin its business activity in Poland) and the Development Stage (involving activities necessary for the Startup to develop its business activity). Stage I is conducted on the grounds of the Schedule and Detailed Budget of the Individual Development Plan, Polish: *Indywidualny Plan Rozwoju* (IPR), defining the Startup's objectives intended for the Soft-Landing and Development stages and the planned costs. Stage II is the Acceleration Stage (involving actions necessary for the pilot implementation of the Startup's solution with the Recipient of Technology cooperating with the Startup, or for acquiring capital from the Private Investor cooperating with the Startup) and is carried out on the grounds of the Schedule and Detailed Budget of Individual Acceleration Plan, Polish: *Indywidualny Plan Akceleracji* (IPA), which defines the objectives that the Startup intends to achieve during the Acceleration Stage, along with the planned costs;
7. **Grant** – monetary support (public aid) transferred to the Startups participating in the Acceleration Programme in tranches;

8. **Individual Acceleration Plan (IPA)** – the plan of work with a given Startup drawn up by the Accelerator and Business Partner, lasting no longer than 10 months from the date of concluding the grant agreement for conducting the Acceleration, comprising professional activities leading to the development of the startup's product, and aimed at enabling a pilot implementation of the startup's solution with a Technology Recipient and/or acquiring capital from an Investor;
9. **Individual Development Plan (IPR)** – the plan of work with a given Startup drawn up by the Accelerator, lasting no longer than 3 months from the date of concluding the grant agreement for the implementation of Soft-Landing and Development activities, including bridging activities to ensure conditions necessary for the Startup to start an adequate business activity and individualised actions necessary to develop the Startup's activity in Poland;
10. **Private investor or Investor** – an investment fund interested in investing in the Startup and cooperating with the Startup during Stage II for this purpose;
11. **Milestone** – an objective indicator confirming the achievement of the objectives envisaged under the Individual Development Plan (IPR) or Individual Acceleration Plan (IPA). The amount of the Grant provided for a specific Milestone may only be paid upon a successful achievement of the Milestone; nonetheless, it may be paid earlier, before confirmation of its achievement, as an advance payment;
12. **Concierge** – a dedicated expert fluent in Polish and English who supports a Startup during the Soft-Landing and the initial development activities and is either appointed by the Startup from among the experts recommended by the Accelerator or recruited independently by the Startup. The Concierge is responsible for providing support in establishing a company in Poland, settling visa matters, representation in offices and assistance in setting up a bank account, choosing accounting services and organising the operation of a new company in Poland. The Concierge is necessary for the soft-landing activities performed during Stage I Soft-Landing and Development. The Concierge is a mandatory role that may be remunerated from the IPR budget;
13. **Recruiting Committee** – a body composed of representatives of the Kraków Technology Park, who use substantive criteria and recommendations of the Panel of Experts to decide on the selection of participants into the Acceleration Programme;
14. **Technology Recipient** – a Business Partner, including a large or medium enterprise or public sector entities, who is interested in a pilot implementation of the Startup's solution and cooperates with the Startup for this purpose during Stage II;
15. **Panel of Experts** – a body of experts committed to maintaining impartiality in the substantive assessment and individual interviews conducted with selected Startups to specify and clarify the relevant issues described in the Application; the Panel consists of representatives of the Accelerator and industry experts representing the Business Partners whose recommendations shall be forwarded to the Recruiting Committee, which shall make the final decision on the selection of participants for the Acceleration Programme;
16. **Business Partner or Partner** – an entity that enters cooperation with a Startup that is interested in implementing the Startup's solution and/or making a capital investment; Business Partners in the Acceleration Programme operate as Technology Recipients (e.g. large or medium-sized enterprise or public sector entities) or investors (investment funds), which are intended to be involved in Stage II (Acceleration) in the form and to the extent agreed with the Accelerator and the Startup.
17. **Assistance** – shall be construed as the assistance for the startup entrepreneurs referred to in Chapter 4 of the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial assistance by the Polish Agency for Enterprise Development under the Smart Development Operational Programme 2014–2020, provided to the Startup by the Accelerator in the form of a Grant;

18. **Post-Acceleration** – activities aimed at maximising the results of the Project achieved by a Startup as a result of Acceleration, including continuation or extension of the Startup's selected development activities or maintaining their effects. During the Post-Acceleration period, the Startup is monitored by the Accelerator, which concurrently provides the Startup with support in the implementation of activities jointly specified for implementation at this stage.
19. **Acceleration Programme** – a programme aimed at determining the individual needs of a Startup and adjusting acceleration activities to these needs in order to boost the Startup's development. The Acceleration Programme is particularly focused on supporting Startups in the video games industry. As part of the Acceleration Programme, the Startup shall participate in the Soft-Landing and Development Stage, lasting a maximum of 3 months, and optionally in the Acceleration Stage, lasting a maximum of 6 months. After a successful completion of the Acceleration Stage, the Startup may participate in post-acceleration activities. The purpose of the Startups' participation in the Acceleration Programme is to prepare them for commercial cooperation with Technology Recipients and/or acquisition of funding from Investors;
20. **Project** – the venture described by a Startup in its Application;
21. **Startup or Final Beneficiary** – a person (originator), a team of persons or an entity operating on the market for a maximum of 5 years counted as of the date of concluding the Grant Agreement (Acceleration Agreement), who has submitted an Application to the Acceleration Programme and wishes to participate in it.
22. **Startup or Final Beneficiary** – a person (originator), a team of persons or an entity operating on the market for a maximum of 5 years counted as of the date of concluding the Grant agreement (Acceleration Agreement), who has submitted an Application to the Acceleration Programme and wishes to participate in it. A Startup must have the status of an entity referred to in Art. 35, Section 3 of the Statute (Act of 11 July 2014 on the Principles of implementation of cohesion policy programmes financed in the financial perspective 2014–2020), a micro- or small entrepreneur meeting the conditions set out in Art. 22 of EC Regulation No. 651/2014 (an entrepreneur not listed on the stock exchange for up to five years after registration that has not yet distributed its profits and has not been established through a merger), meets the conditions specified in § 21 of the POIR Regulation (Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by the Polish Agency for Enterprise Development under the Smart Development Operational Programme 2014–2020), and operates in the form of a company, in which at least half of the shares or stocks are held by persons who do not hold Polish citizenship, and at least one member of the company's management board does not hold Polish citizenship, that, moreover, has been qualified for the KPT Poland Prize Acceleration Programme and has concluded an Acceleration Agreement with the Accelerator;
23. **Acceleration Agreement** – a Grant agreement concluded between the Accelerator and a Startup, according to which the Startup participates in the Acceleration and Post-Acceleration Programme, which furthermore defines the terms and conditions of such participation both at Stage I (Soft-Landing and Development) and at Stage II (Acceleration);
24. **Support** – the support provided to a Startup in accordance with the provisions of the Grant agreement (Acceleration Agreement) concluded between a Startup and the Accelerator, in the form of monetary support (Grant), which the Startup uses to finance the activities envisaged at the Development Stage and Acceleration Stage budgets for the development of the Project submitted in the Application, including financing the advisory services provided for the Startup.

§ 2. General provisions

1. The KPT Poland Prize Acceleration Programme is open to Startups whose product, service and/or process solutions can potentially be applied in areas of identified needs and challenges and/or in the supply chain or in a Business Partner's investment areas, in particular, in industry paths focused on the video games industry. These industry paths involve entities whose Project is related to the Polish National Smart Specialisations: 9 Electronics and Photonics, 10 Smart Networks and ICT and Geo-Information Technologies, 11 Automation and Robotics of Technological Processes and 12 Smart Creative Technologies.
2. The purpose of the KPT Poland Prize Programme is to select Startups and their Projects that will contribute the most to the initiation and/or expansion of the scope of cooperation between micro- and small entrepreneurs and Technology Recipients and Investors from the video games industry. As a result, this will strengthen the Polish startup ecosystem through transfer of talents, technology and innovations, and, from the Start-up's perspective, through accelerated development and improved quality of the product, access to a mature ecosystem, diverse national and EU support tools for business, the Technology Recipient or Investor as a Business Partner, industry experts and the Grant.
3. Projects are selected through an open call published by the Accelerator.
4. The Applicant is obligated to establish a Polish company in accordance with the regulations of the Poland Prize Programme in order to meet the criteria of a Startup, i.e. the Final Beneficiary, and conclude the Acceleration Agreement. The support referred to in Point 5 may be provided to those Applicants who have been qualified for acceptance and, as of the date of conclusion of the Acceleration Agreement, meet the definition of a Startup/Final Beneficiary.
5. The maximum support grantable to a single Startup is PLN 300,000 (in words: three hundred thousand PLN); specifically, the maximum amount of support grantable at Stage I (Soft-Landing and Development) is PLN 50,000 (in words: fifty thousand PLN), and the maximum amount of support at Stage II (Acceleration) PLN 250,000 (in words: two hundred and fifty thousand PLN). The amount of support for a given Startup at a given stage is determined adequately to the individual needs contained in the budget for that stage, as approved by the Accelerator and Startup and, in the case of Stage II, also by the Business Partner. The Accelerator may indicate (grant) an amount of support lower than the maximum, in particular if the number of Startups approved for the Acceleration Programme exceeds the one originally planned. The support shall be settled in accordance with the 'Provisions of simplified settling of grants awarded to grant recipients in the projects of Measure 2.5 Acceleration Programmes – Poland Prize of the Smart Development Operational Programme 2014–2020', constituting Appendix 2 to these Rules and Regulations.
6. Submission of an Application to the KPT Poland Prize Programme shall be construed as acceptance of the provisions of these Rules and Regulations.

§ 3. Entities eligible to apply for support under the KPT Poland Prize Programme

1. The KPT Poland Prize programme is addressed to the entities that, no later than on the day of conclusion of the Acceleration Agreement:
 - 1.1. meet the definition of a Startup;
 - 1.2. meet the definition of a micro- or small entrepreneur provided in Appendix I to EC Regulation No. 651/2014;
 - 1.3. are a registered company/partnership in Poland;

- 1.4. have no capital or personal relationship with the Accelerator and/or Business Partner that is involved in the Programme and is to cooperate with the Startup;
- 1.5. hold the exclusive right to use the innovative solution described in the Application submitted to the Programme, and have the right to fully transfer it in their own name.
2. The assistance granted under the KPT Poland Prize Programme cannot be granted to an entity disqualified from receiving the Support, in particular:
 - 2.1. pursuant to Art. 6b, Section 3 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development;
 - 2.2. pursuant to Art. 35, Section 4 of the Implementation Act (Act of 11 July 2014 on the principles for the implementation of cohesion policy programmes financed in the financial perspective 2014–2020);
 - 2.3. pursuant to Art. 207 of the Act of 27 August 2009 on public finances;
 - 2.4. an entity against which the prohibition referred to in Art. 12, Section 1, Item 1 of the Act of 15 June 2012 on the effects of delegating work to foreigners unlawfully residing within the territory of the Republic of Poland and/or the prohibition referred to in Art. 9, Section 1, Item 2a of the Act of 28 October 2002 on the responsibility of collective entities for acts prohibited under penalty was pronounced;
 - 2.5. an entity which is an undertaking in difficulty, as defined by the EU state aid rules, in particular, by Art. 2, Item 18 of EC Regulation No 651/2014;
 - 2.6. obliged to repay the aid resulting from a decision of the European Commission declaring the aid unlawful and incompatible with the internal market;
 - 2.7. in cases indicated in §4, Section 3 of the POIR (Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by PARP under the Smart Development Operational Programme 2014–2020) and/or in Art. 1, Section 2 of EC Regulation No. 651/2014 and in Art. 3, Section 3 of EC Regulation No. 1301/2013.
3. Furthermore, the aid under the KPT Poland Prize Programme cannot be granted to an entity:
 - 3.1. with respect to which there is a reasonable doubt concerning its ownership of the rights to use the innovative solution submitted in the Application or the rights are the subject of dispute, security or claim by any third party;
 - 3.2. that is undergoing rehabilitation proceedings;
 - 3.3. that has received support for the same Project in a call conducted by an accelerator other than KPT implementing an Acceleration Programme from funds obtained as part of Measure 2.5 Acceleration Programmes – Poland Prize, financed from the European Regional Development Fund under the Smart Development Operational Programme 2014–2020;
 - 3.4. that has received the support for the same Project from other public funds.
4. The financial aid may not be granted to cover activities related to:
 - 4.1. the production, processing, and/or marketing of tobacco and tobacco products;
 - 4.2. the production and/or marketing of alcoholic beverages;
 - 4.3. the production and/or marketing of pornographic content;
 - 4.4. trading in explosives, arms and ammunition;
 - 4.5. games of chance, parimutuel betting, gaming machines and low-value-prize gaming machines;
 - 4.6. production and/or supply of narcotic drugs, psychotropic substances and/or precursors.
5. Entrepreneurs operating in the iron and steel sector, the coal sector, the shipbuilding sector, the synthetic fibres sector, the transport sector and its related infrastructure, and the energy generation, distribution and infrastructure sector are excluded from application.

§ 4. Application procedure

1. Applications may be submitted from 16 March to 9 April (by 23:59 CET on the last day of the call). However, the Accelerator may extend the deadline, depending on the quantity and quality of the incoming applications and the defined areas of interest of the Business Partners, to increase the chances of obtaining applications for the largest possible number of areas of interest, as specified and defined at <https://www.kpt.krakow.pl/en/startups/poland-prize-powered-by-kpt/game-industry-digital-dragons-accelerator/>
2. The Application is submitted electronically by filling in the application form available at <https://www.kpt.krakow.pl/en/startups/poland-prize-powered-by-kpt/game-industry-digital-dragons-accelerator/>
3. The Application must be drawn up in English.
4. The Startup is required to make factually correct statements about all the issues listed in the application form.
5. The Startup may edit, re-edit, and amend the online Application until the last day of the call (by 23:59 CET), as defined in Item 1 above.
6. The submitted Applications are first evaluated for compliance with the formal criteria provided in Appendix 1 to these Rules and Regulations. As part of this assessment, the Accelerator may request the Startup to provide documents that confirm the meeting of the formal criteria within 3 working days from the date of submitting such a request to the Startup's email address. At this stage, verification focuses particularly on whether the Startup's Project responds to the specific challenges defined by the Business Partners and published at <https://www.kpt.krakow.pl/en/startups/poland-prize-powered-by-kpt/game-industry-digital-dragons-accelerator/>
7. Any application remaining incomplete despite a request to complete it shall be rejected on formal grounds and excluded from substantive evaluation.
8. Obtaining a positive assessment at the stage of verification of the formal criteria qualifies the Application for further evaluation for fulfilment of the substantive criteria, as set out in Appendix 1 to these Rules and Regulations.
9. For the purposes of the substantive assessment of the Applications, the Recruiting Committee shall appoint a Panel of Experts composed of Accelerator's employees and industry experts representing Business Partners. Over the course of the call and the evaluation of the Applications, the Committee may increase or decrease the roster of the Panel of Experts. On receipt of the Applications for the substantive assessment, the Panel of Experts may direct the Applications to in-depth interviews and begin conducting these interviews. After the in-depth interviews have been conducted, the Panel of Experts may direct selected Application to further substantive assessment during the Selection Day.
10. Applications that are not selected for the in-depth interviews shall not undergo further substantive assessment.
11. The in-depth interviews may be conducted during individual live meetings or online. The Startups shall be invited to participate in the interviews with at least 3 working days' notice. An in-depth interview shall be considered as compliant with these Rules and Regulations if it is conducted by at least 2 representatives of the Panel of Experts, including 1 representative of the Accelerator.
12. If, despite at least 2 attempts to arrange a meeting, a Startup fails to turn up for an interview, the Recruiting Committee retains the right to disqualify it from the recruitment process.
13. The Panel of Experts shall evaluate all Applications selected during the interviews according to criteria 1 and 2 provided in Appendix 1 to the Rules and Regulations, awarding a total of between 0 and 5 points. The Recruiting Committee has the right to exclude from the assessment procedure any Startup whose product fails to respond to the challenge set by the Business Partner, as determined through the interview.

14. The Startups that are awarded the highest number of points by the Selection Committee and whose recommendations are accepted by the Recruitment Committee shall be invited to participate in the Acceleration Programme within 14 working days from completing the substantive assessment of the Application. Information about the Startups selected (the roll of Startups qualified to participate in the Acceleration Programme) shall be published on the Accelerator's website. Furthermore, the selected Startups shall be also informed by phone or e-mail. The selection means that the Accelerator intends to conclude Acceleration Agreements with the selected Startups in a given round, provided that these Startups will have met all the criteria provided in the definition of a Startup in § 1.
15. In exceptional cases, the Accelerator may decide to accelerate the recruitment process, subject to approval of the Business Partners and the Recruiting Committee. Notwithstanding the above, the recruitment process shall be carried out in accordance with the aforementioned stages.
16. Concluding the Acceleration Agreement is required for entering the Acceleration Programme, including the disbursement of the funds.
17. If, for any reason, a Startup decides not to sign the Acceleration Agreement, or if factors occur that force the accelerator to refuse to conclude the Agreement, the Recruiting Committee may select the next Startup from the list (the waiting list) to participate in the Programme.
18. A Startup has no right of appeal against a negative assessment of its eligibility for the Programme and/or against the granting of the Support.

§ 5. Participation of Startups in the Acceleration Programme

1. Participation in the Programme is free of charge. However, the Startup bears the costs associated with participation in the Programme, including travel, accommodation and board.
2. Each Startup agrees to nominate in writing at least two natural persons (including one board member and/or co-owner and a Country Manager) as its representatives in the Programme. The representatives must be at least 18 years old and have the right to perform activities related to the Startup's participation in the Acceleration Programme on behalf of the Startup, and at least one of them must be fluent in Polish and English. With the Accelerator's consent, the Startup may replace its representatives during the Programme.

The representatives are obliged to participate in workshops, meetings, study visits and meetings with persons involved in the substantive part of the Acceleration Programme. The purpose of such meetings is to provide the Startup representatives with the knowledge necessary for a proper development of the Startup's Project properly. The Startup bears full liability for the actions of its representatives (including the participants) as though such actions were the Startup's own actions.
3. The Startup grants the Accelerator its consent 1) to use the Startup's trademark, verbal, graphical or verbal-and-graphical identification; 2) to publish the likeness and full names of the authors of the concept, as well as the likeness and full name of the Startup's representative as persons associated with the Startup (to process their personal data), 3) to publish a brief description of the solution that the Startup intends to develop as part of the Acceleration Programme in the marketing and/or information materials related to the Acceleration Programme.
4. By applying for participation in the Acceleration Programme and concluding the Acceleration Agreement, the Startup declares that it has not breached nor shall breach or violate any agreements or any third-party rights, including, but not limited to, patents, copyright, trade secrets, trademarks, advertising and/or personal rights, and shall not disclose any confidential or proprietary information concerning another person or entity in violation of applicable laws.

5. The Accelerator reserves the right to exclude any Startup or its representative at any time if the Accelerator believes that the provisions, conditions, processes, and/or rules of the Acceleration Programme have been violated. Decisions of the Accelerator are final.
6. A Startup or its representative whose behaviour is unethical and/or illegal or may adversely affect the image of the Accelerator or the Acceleration Programme shall be excluded from the Acceleration Programme at the discretion of the Accelerator.

§ 6. Public aid

1. The Accelerator awards public aid as a Grant on the grounds of a written Acceleration Agreement or an Acceleration Agreement concluded in a legally equivalent form with a Startup. The Agreement is concluded exclusively with the Startup's Polish company.
2. Prior to the conclusion of the Acceleration Agreement, the Accelerator may demand, by a specified deadline, in writing or in a legally equivalent form, the delivery or update of the documents necessary to conclude that Agreement, in particular, the documents confirming the Startup's compliance with all the criteria entitling it to conclude the Acceleration Agreement.
3. Failure to provide, in writing or in a legally equivalent form by the prescribed deadline, the documents necessary for the conclusion of the Acceleration Agreement shall result in the refusal to conclude the Acceleration Agreement.
4. In the event of a refusal to conclude the Acceleration Agreement referred to above or of a withdrawal from concluding the Acceleration Agreement, the Accelerator shall invite the next Startup on the waiting list to conclude the Acceleration Agreement.
5. The Grant may be used to finance:
 1. Stage I Soft-Landing: remuneration for the Startup's employees participating in the performance of the Individual Development Plan and purchase of the services of a Concierge;
 2. Stage I Development: remuneration for the Startup's employees participating in the performance of the Individual Development Plan, purchase of services, tangible assets and non-tangible and legal assets, promotional activities and remuneration for the Country Manager;
 3. Stage II Acceleration: remuneration for the Startup's employees participating in the performance of the Individual Acceleration Plan, purchase of services, tangible assets and non-tangible and legal assets, promotional activities and remuneration for the Country Manager.
6. The Startup may also receive other services; the range of such services shall be tailored to the specific needs of the Startup.

§ 7. Payout of the grant

1. The amount of the Grant awarded during Stage I (Soft-Landing and Development) shall be based on the Schedule and Detailed Budget of the Individual Development Plan signed by the Accelerator and the Startup. The amount of the grant awarded during Stage II (Acceleration) shall be based on the Schedule and Detailed Budget of the Individual Acceleration Plan signed by the Accelerator, the Startup and the Startup's Stage II Business Partner. When submitting the Schedule and Detailed Budget before both Stage I and Stage II, the Startup is required to provide the Accelerator with a confirmation of a reliable market analysis of the costs included in the budget, in accordance with the 'Provisions of simplified settling of grants awarded to grant recipients in the projects of Measure 2.5 Acceleration Programmes – Poland Prize of the Smart Development Operational Programme 2014–2020', which constitute Appendix 2 to these Rules and Regulations. The

Startup shall use the Grant to cover the costs specified in § 6, Item 5, in particular, the obligatory costs of the services of the Concierge and the Country Manager. Post-Acceleration is not funded from the Grant.

2. The Grant shall be paid in tranches according to the planned Milestones, pursuant to the provisions of the Acceleration Agreement concluded between the Accelerator and the Startup and the provisions of the Schedule and the Detailed Budget of the Individual Development Plan and the Individual Acceleration Plan. Costs related to a given Milestone are settled as a lump sum in accordance with the Rules and Regulations of the Poland Prize programme, provided in the 'Provisions of simplified settling of grants awarded to grant recipients in the projects of Measure 2.5 Acceleration Programmes – Poland Prize of the Smart Development Operational Programme 2014–2020'.
3. The maximum support grantable to a single Startup is PLN 300,000 (in words: three hundred thousand PLN); specifically, the maximum value of support grantable at Stage I (Soft-Landing and Development) is PLN 50,000 (in words: fifty thousand PLN), and the maximum value of support at Stage II (Acceleration) PLN 250,000 (in words: two hundred and fifty thousand PLN). The Stage I grant is paid out in two tranches: the first of up to PLN 10,000 as a refund for the Soft-Landing Stage, i.e. the achievement of the Milestone of establishing a company in Poland, and the second tranche of up to PLN 40,000 as a refund for achieving the Development Stage Milestone in the form of a concluded agreement with a Partner concerning continued cooperation in Stage II Acceleration. Each time, the payable amount shall be specified in the Schedule and the Detailed Budget of the Individual Acceleration Plan.
4. The Stage II Acceleration Grant shall be paid out in three tranches. The first tranche of the Stage II Grant amounts to 23% of the Stage II Grant and shall be paid to the Startup by bank transfer upon the achievement of the first of the three Milestones of the Acceleration Stage. The second tranche of the Stage II Grant amounts to 32% of the Stage II Grant, and shall be paid to the Startup by bank transfer upon the achievement of the second of the three Milestones of the Acceleration Stage. The third tranche of the Stage II Grant amounts to 45% of the Stage II Grant and shall be paid to the Startup by bank transfer upon the achievement of the third of the three Milestones of the Acceleration Stage.

§ 8. Confidentiality

1. The Startup and members of the Startup's team are obliged to keep any Confidential Information (as defined below) that comes into their possession in connection with the submission of an Application and participation in the recruitment process and in the Acceleration Programme strictly confidential. Confidentiality of the Confidential Information shall also be maintained by KPT and its employees/representatives who have access to the Confidential Information in connection with the execution of the KPT Poland Prize.
2. 'Confidential Information' refers to:
 - (i) any information concerning the solutions of other Startups, unless a Startup has not designated such information as Confidential Information;
 - (ii) information related to the Business Partner that is of economic value and has not been made public, with regard to which the necessary steps have been taken to maintain its confidentiality, and the disclosure of which may compromise the Business Partner, in particular, information of financial, economic, legal, technical, organisational, commercial, administrative, and/or marketing nature, including information related to the Business Partner and other entities, in particular, the Business Partner's subsidiaries or parent entities, and with which the Business Partner may be linked by capital or contract;
 - (iii) information otherwise regarded confidential and related to the Acceleration Programme that may be communicated to the Startup during the Acceleration Programme or has been or shall otherwise be obtained by the Startup in connection with participation in the Acceleration Programme, irrespective of

such communication being oral, written or communicated through any other medium, including any and all notes, reports, analyses, compilations, forecasts, studies, summaries and other materials.

3. The Accelerator has the right to release (publish) the information included in the Application of a given Startup, including the identity of its representatives, brief descriptions of the Startup and its Project and a video recording for any purpose related to the implementation of the Acceleration Programme or for promotional purposes, provided that such content is not designated (reserved as) confidential.
4. Over the course of the Acceleration Programme, there will be an option to sign confidentiality clauses and/or NDAs, in particular with Business Partners. In the case of some Business Partners, signing confidentiality clauses and/or NDAs may be necessary for proper cooperation between the Startup and the Business Partner, e.g. in order to define the objectives of the Individual Acceleration Plan.

§ 9. Intellectual property

1. The product, service and/or process solutions submitted to the Accelerator must be an original and individual result of the Startup's creative activity and must not infringe on any copyright (including derivative rights), industrial property rights (including invention rights), and/or personal rights of third parties. Any product, service, and/or process solutions must be free of legal defects and claims of third parties. The Startup must be the author of its product, service, and/or process solutions and must have full rights to such a solution to be able to develop it within the Acceleration Programme.
1. The Startup bears full and unlimited liability for any claims made by third parties against the Accelerator in connection with the submission of the product, service, and/or process solutions.

§ 10. Personal data

1. The Accelerator is the administrator of the personal data of persons connected with the Startup.
2. Personal data shall be collected and processed pursuant to the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation 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: GDPR) for the purpose of carrying out the KPT Poland Prize Acceleration Programme.
3. The Accelerator's Personal Data Protection Officer can be contacted by phone: +48 12 345 32 22 and e-mail: iod@kpt.krakow.pl.
4. The Startups must give their consent to the processing of their personal data contained in the Application Form in order to participate in the Acceleration Programme.
5. The Accelerator declares that the personal data of the Startups shall be shared with the Agency and Business Partners in accordance with separate agreements on the processing of personal data.

§ 11 Final provisions

1. In the event that these Rules and Regulations require amendment, the Accelerator shall post information about such an amendment on its website together with the up-to-date version of the Rules and Regulations, and the date from which the amended version is in force.
2. The Accelerator reserves the right to cancel the call for applications and/or to terminate the Acceleration Programme before its final date, and/or to extend its duration, in particular, in the event of significant changes in laws affecting the terms of the call for applications and/or the course of the Acceleration

Programme, and in the event of the occurrence of force majeure. Should such a case occur, the Startups shall not be entitled to claim compensation.

3. The materials submitted by a Startup with the Application become the property of the Accelerator and shall not be returned to the Startups. This does not apply to Intellectual Property Rights to the Project, which are not transferred to the Accelerator.
4. These Rules and Regulations shall enter into force on the date of their publication and may be subject to amendment (in particular, with respect to the deadline for the submission of the Applications).
5. In case of any doubt, the Polish language version of the Rules and Regulations shall be binding.

App. 1. Recruitment criteria

No.	Formal criterion	Description	Scoring	Assessed by	Grounds for assessment
1	Timeliness of the Application	The Application is submitted within the deadline specified in the Rules and Regulations; also applies should the deadline for submitting applications be extended.	0/1	Recruitment Committee	Content of the recruitment form
2	Submission in English using the correct form	The Application is submitted in English using the online form dedicated to the KPT Poland Prize Programme; all fields are filled in.	0/1	Recruitment Committee	Content of the recruitment form
3.	Responding to the challenges of a specific Business Partner or Partner Conformity between the solution and the industry branch	The information contained in the Application makes it possible to determine which partner or partners the Startup would like to work with respect to its product.	0/1	Recruitment Committee	Content of the recruitment form
4	Completeness of the form	The Application contains all the information necessary for the substantive analysis of the Startup.	0/1	Recruitment Committee	Content of the recruitment form
5	International founding team	According to the planned structure of the company, a minimum of 50% of its shares shall be held by non-Polish citizens, who do not reside permanently in Poland and who have not previously conducted any business activity in Poland.	0/1	Recruitment Committee	Content of the recruitment form
6	Exclusion from receiving support	Specific cases described in § 3, Items 2–5 of the Rules and Regulations resulting from Polish and EU laws.	0/1	Recruitment Committee	Content of the recruitment form

No.	Substantive criterion	Description	Scoring (0.5-point increments)	Assessed by	Grounds for assessment
1	Startup business area / Startup solution relevance	It is possible to identify how the product specifically fits into the broadly-defined spectrum of the video games industry: mobile, PC, console, and/or VR/AR/XR games. The product lies within the areas of interest of entities cooperating with KPT Poland Prize	0–2	Panel of Experts (recommendations)	Content of the recruitment form In-depth interview
2	Level of product development, its maturity and readiness for implementation	State of development of the game (prototype, playable build, soft launch, early access, hard launch), planned release date, production roadmap, planned budget and the Applicant's development plans	0–3	Panel of Experts (recommendations)	Content of the recruitment form In-depth interview
3	Innovativeness of the solution	Innovativeness of the product compared to national and global competition, innovativeness of the product and the needs of KPT's partners; in the case of video games: innovativeness in terms of e.g. plot, mechanics, genre, art, technology, production approach or business model	0–2	Panel of Experts (recommendations)	Content of the recruitment form Selection Day
4	Business development potential	Size and maturity of the market, scalability of the product, qualitative and quantitative definition of the target group, and understanding of its needs, competitive advantages, economic grounds for supporting the Project and potential risks	0–3	Panel of Experts (recommendations)	Content of the recruitment form Selection Day
5	Competence of the team	Previous experience in joint product and service development, results achieved in previous activities, time of working together as a team, diversity of team roles, team size, awareness of team strengths and weaknesses, personal	0–3	Panel of Experts (recommendations)	Content of the recruitment form Selection Day

		successes of the team related to management, sales, business, etc.			
6	Readiness of Startup managers to perform intensive work on the product and on the team (coachability)	Openness to feedback and readiness to make changes, availability, type and scope of acceleration needs defined by the team, expectations from the Acceleration Programme.	0–2	Panel of Experts (recommendations)	Content of the recruitment form Selection Day