

AWS AI Challenge – Terms of Participation

These Terms of Participation set forth the rules for participation in the AWS AI Challenge.

Whenever the terms defined hereunder are used in this Terms of Participation, they should be understood as follows:

Organizer – Vestbee Sp. z o.o. based at: ul. Padevska 23/7, 00-077 Warsaw, Poland, entered to the Register of Entrepreneurs carried out by the District Court for Warsaw, XII Commercial Division of the National Court Register under the KRS number: 0000393616, NIP: 7010308507 REGON: 143973016.

Technology Partner - Amazon Web Services EMEA SARL (hereunder referred to also as AWS) based at: 38 avenue John F. Kennedy, L-1855 Luxembourg, R.C.S. Luxembourg B186284, operating through its department in Poland: Amazon Web Services EMEA SARL Sp z o.o. based at: Atrium Plaza, Al. Jana Pawla II 29, PL-00-867, Warsaw, Poland, entered to the Register of Entrepreneurs carried out by the District Court for Warsaw, XIII Commercial Division of the National Court Register under the KRS number: 0000700448, NIP: 1080022032, REGON: 368590172

Challenge – an online event accessible at the website www.vestbee.com/aws-ai-challenge which is available to any person able to meet the conditions specified in this Terms of Participation.

Participant – a natural person entitled to participate in the Challenge.

Project - an IT solution build in AWS cloud infrastructure, using at least one of the **approved AWS AI Services** listed in these Terms

Application – actions undertaken by a Participant to register for the Challenge

Deadline - maximum date for submitting Application that is presented on the website www.vestbee.com/aws-ai-challenge

Registration – creating an account on Vestbee platform via www.vestbee.com website

Account - account created on Vestbee platform after registering to the Challenge through www.vestbee.com/aws-ai-challenge

Vestbee platform - platform accessible at the website www.vestbee.com

Application Form - set of questions available at Participant's account in the section "My Applications"

Fortuitous Events – circumstances which despite maintaining due diligence are unpredictable and cannot be prevented or stood against effectively

Regulations – this set of regulations meaning the set of terms of participation in the Challenge

TECHNICAL TERMS OF PARTICIPATION

1. All startups with AI specialization can take part in the Challenge.
2. There are 3 scenarios acceptable to take a part in the Challenge:
 - a. Startup will build the Project on AWS infrastructure using at least one of the approved AWS AI services for AWS AI Challenge,
 - b. Project was built before on AWS and is live at the Deadline,

- c. Project was built before on any other platform and will be migrated to AWS before the Deadline. In case of migration from on-premise, hosting or other cloud platforms, AWS has dedicated migration programs for the support that Participants can use. (for special migration program contact us at office@vestbee.com)
3. To be considered in the selection process, Project must be a real-live working solution at the Deadline. Concepts only, not fully working IT solutions, power-point coded solutions etc. will be rejected from the Challenge.
4. At least one of the approved AWS AI services need to be used in the Project to be accepted to the Challenge.

THE APPROVED AWS AI SERVICES

1. SageMaker
2. Forecast
3. Personalize
4. Textract
5. Rekognition
6. ComprehendMedical
7. Translate
8. Lex
9. Polly
10. Transcribe
11. Comprehend
12. ElasticInference
13. Kendra
14. CodeGuru

ORGANIZATIONAL TERMS OF PARTICIPATION

1. The condition for the participation in the Challenge is to submit a complete Application by filling in the Application Form correctly and confirming it by clicking the button “Submit” available in the “My applications” section on Participant’s Account. In case of a juvenile, the application can be submitted only by his/her statutory representative. Any consents described hereunder given by a statutory representative refer to the juvenile.
2. Applications can be submitted only electronically (online) via Registration to the Challenge at website www.vestbee.com/aws-ai-challenge. Startups will receive a confirmation of Participation in the Challenge via email.
3. Filling in the Application Form and attaching needed documents require providing personal details which include name, surname, e-mail address and other details.
4. Submitting the Application for the participation in the Challenge constitutes the acceptance of the Terms of Participation available on the website www.vestbee.com and the Participant’s commitment to follow them.

SELECTION PROCESS

1. Technology Partner together with the judges will select the Stage 1 and Stage 2 finalists of the Challenge. Organizer will inform the Participants via email if they are selected.
2. To be taken into consideration for the Stage 1 finalists’ selection, Project must meet the following conditions:
 - a. Is about any Artificial Intelligence use case (Machine Learning, Deep Learning, Image, Voice or Video Analysis, etc...).
 - b. Implements real business scenarios and is an answer to real customer’s pains and needs.
 - c. Was built on AWS cloud platform (or was fully migrated on AWS).
 - d. Is using at least one of AWS cloud services from the approved AWS AI Services list for this Challenge.
3. The judges will use the following criteria for the assessment in the Stage 1 finalists selection process:

- a. Innovation
 - b. Business support
 - c. Sellable
 - d. Complexity
 - e. World changer
4. There is no ranking, scores, wages in above criteria. The board of business and technology specialists will use their own judgement to decide if Project will pass the assessment.
 5. There is no maximum limit of Stage 1 finalists. All projects positively assessed will be announced as Stage 1 finalists and will get access to the Stage 1 benefits.
 6. Only Stage 1 finalists can take part in Stage 2 selection.
 7. To be a Stage 2 finalist, Project must be active, working and generate at least \$100 monthly usage of AWS services for each of 3 months – October, November and December 2020, which will be covered by AWS Activate credits. In some cases where that is technically not possible (ie. credits exhaustion), please inform the Organizer via email at office@vestbee.com and we will find the way to fix it.
 8. There is no maximum limit of Stage 2 finalists. All Projects that match the criteria described in point 7, will be announced as Stage 2 finalists and will get access to the Stage 2 benefits.

BENEFITS

1. All Participants will have an access to AWS Activate Program on the following levels:
 - a. All Participants who registered their Accounts before the Deadline, will get access to \$10.000,- level in AWS credits in AWS Activate Program,
 - b. All participants who will submit their final Application for the assessment before the Deadline, will get access to \$25.000,- level in AWS credits in AWS Activate Program,
2. All Participants selected as Stage 1 finalists:
 - a. will receive AWS certificate for the positive assessment result in the Challenge,

- b. will become the AWS reference. Their submissions will land in the central references database in AWS in the AI section. According to the future marketing activities, selected startups will be invited to participate in AWS led conferences, webinars or other type of marketing activities,
 - c. will be connected to the closed community of Venture Capitals participating in the Challenge.
3. All Participants selected as Stage 2 finalists:
 - a. will get access to \$100.000,- level in AWS credits in AWS Activate Program,
 - b. will get an invitation to the AWS Connect program, referring startups to AWS Enterprise Customers (AWS can't guarantee that the best match between startup and AWS customer's requests in AWS Connect program will be found).
4. AWS credits in AWS Activate Program shouldn't be treated as an amount. They are levels of credits that Participants can use. More details can be found in the section "AWS Activate Program and AWS credits" of these Terms.

RIGHTS AND OBLIGATIONS OF THE ORGANIZER

1. The Partners of the Challenge, especially the Technology Partner, might grant the Participants with different awards, credits, services etc, but the Organizer is not responsible for the realization of these awards.
2. Organizer reserves the right to prevent the participation of a company without providing a reason. This might happen among others if a Company has not Registered to the Challenge or has done it incorrectly (for example has not completed the Application Form) in accordance with these Terms of Participation rules.
3. Organizer allows a possibility of changing the assumptions of the Challenge including its timeline. In such case, Organizer is obliged to put such information on the website www.vestbee.com/aws-ai-challenge

4. The Organizer reserves the right to cancel the Challenge at any time, without giving cause. In such cases, the Organizer is obliged to inform Participants about this situation via email correspondence.
5. Organizer reserves the right to publish the names of enterprises and of people participating in the Challenge together with the logo or the photo uploaded in the Account.
6. Organizer warrants that Vestbee platform functions in such a manner as to prevent access by unauthorized persons to the content of the Account.
7. Organizer shall engage in all reasonable efforts to ensure the uninterrupted operation of Vestbee platform, however, Organizer shall bear no liability for disruptions in the functioning of Vestbee Platform caused by malfunction, force majeure or unauthorized interference.
8. In special cases involving the security or stability of the telecomputer system, the Organizer has the right to temporarily cease or restrict the provision of electronic services without advance notice given to users of Vestbee platform. In particular, the Organizer may conduct maintenance work intended to restore the security and stability of the telecomputer system. Participants shall not be entitled to any claims in conjunction with the temporary or permanent cessation of the provision of electronic services by the Organizer.
9. Organizer also has the right to cease providing electronic services at any time if a justified demand to do so is made by an internet service provider or another authorized entity. Without prejudice to the relevant legal regulations and these Terms, the Organizer shall not bear liability for losses resulting from the faulty operation of a transmission system, including for equipment failures, delays and disruptions in the transfer of information.
10. Organizer shall not bear liability for the content of web pages accessed via links placed on Vestbee platform. Organizer declares that he has no influence over the content of such web pages, nor does he undertake to verify it.

11. Organizer reserves the right to introduce changes to the content of these Terms of Participation. Organizer shall inform of all changes to these Terms of Participation on the website www.vestbee.com.

RIGHTS AND OBLIGATIONS OF A PARTICIPANT

1. Participants cannot address other Participants, speakers, and Organizer in a manner which violates their dignity or is contrary to general principles of social coexistence.
2. Participants are obliged to behave in a manner that does not disturb other Participants.
3. Organizer reserves the right to remove a Participant from the Challenge if he/she breaks the rules of this Regulations set. In such cases, no claims of his Participant are due.
4. The Participant may cancel the Application via electronic mail sent to office@vestbee.com.
5. Participant may request the Organizer to add another email address to the Participant's Account via electronic mail sent to office@vestbee.com. The confirmation of adding the email address will be an electronic mail sent to the address stated in the Application. The new Participant who receives an access to the Account accepts this regulation set and undertakes to abide its rules.
6. Participants may apply to the Challenge with more than one Company, but he/she has to use different email addresses during Registration of all the Companies.
7. Participant confirms that the Application Form has been completed with true, proper and correct information.
8. The Organizer shall not bear liability for loss arising out of incorrect information entered into the Application Form by the Participant.

AWS Activate Program and AWS credits

1. AWS credits used in AWS AI Challenge come from AWS Activate Program. All AWS Activate Program rules will apply: <http://aws.amazon.com/activate> .
2. Levels \$10.000,- , \$25.000,- and \$100.000,- (all in AWS credits to cover AWS cloud services only) are not the separate credit's amounts. They are levels in the Activate Program.
3. Examples to better understand the mechanism:
 - a. If a startup requested and approved for \$10.000,- level, will next request and will be approved for another level \$25.000,-, it will get \$15.000,- new credits as \$25.000,- (new level) minus \$10.000,- (previous level) equals \$15.000,- (new credits).
 - b. If a startup was on the \$25.000,- level and will request for \$100.000,- level and will be approved, it will get \$75.000,- new credits as \$100.000,- (new level) minus \$25.000,- (previous level) equals \$75.000,- (new credits).
 - c. If a startup before the Challenge has been already in AWS Activate Program on \$10.000,- level and will try to request for \$10.000,- level in this Challenge, will not get any incremental credits as the same logic as above ($\$10.000,- \text{ new level} - \$10.000,- \text{ previous level} = 0$).
4. The maximum number of AWS Activate Credits per startup is \$100k.
5. Additional information on how AWS Activate Program works, can be found in the FAQ: <https://aws.amazon.com/activate/faq/>

GENERAL INFORMATION

1. The Challenge is an initiative organized to promote the best AI startups. Benefits from this Challenge will help them to stabilize, scale, reach new customers and markets, all together through the specially designed activities and awareness increase.
2. Participation in the Challenge is free of charge for startups.

3. Any possible disputes arising from contracts signed on the basis of this Terms of Participation will be settled by the court relevant for the headquarters of the Organizer.
4. Organizer states that the use of electronically provided services is associated with a risk that the user should be aware of.