

REGULATIONS of the Hack(art)hon - Hackathon of the Open Zachęta project

I. Introduction

1. The Regulations set forth the terms and conditions, the mode of application and the rules according to which the event called "Hack(art)hon" - hackathon of the Open Zachęta project (hereinafter referred to as "Hackathon") will be held.

2. The Hackathon is implemented within the framework of the project "Open Zachęta. Digitization and access to Polish contemporary art resources from the collection of the Zachęta National Gallery of Art and the construction of IT tools, development of competencies of cultural personnel, animation and promotion for the use and processing of digital cultural resources for educational, scientific and creative purposes" co-financed by the European Union from the European Regional Development Fund under Priority Axis II: E-government and open government 2.3: Digital accessibility and usability of public sector information of the Operational Programme Digital Poland 2014-2020 (POPC Project).

3. The organizers of the Hackathon are:

- Fundacja Centrum Cyfrowe with its registered office in Warsaw, 24/2 Chmielna St., 00-020, District Court for the Capital City of Warsaw, XII Economic Department of the National Court Register, KRS: 0000581817, REGON 362801136, NIP 5252633078;

- Zachęta - National Gallery of Art with registered office in Warsaw, pl. Małachowskiego 3, 00-916, NIP: 526 025 12 10;

- The Society for the Encouragement of Fine Arts with its registered office in Warsaw, pl. Małachowskiego 3, 00-916, KRS 0000165010, REGON 012033869, NIP 5252265611;

(hereinafter referred to as the "Organizer").

4. The contractor of the Hackathon is Mentors4Starters Foundation, ul. Zwierzyniecka 6/122, 00-719 Warsaw, KRS 0000607680, REGON 363975832, NIP 5272763401 (hereinafter referred to as "Contractor").

5. The Hackathon will be held from 19-24.09.2022.

II. Terms and conditions of participation

1. Participation in the Hackathon is free of charge and voluntary. The Organizer does not cover and does not reimburse the costs of participation in the Hackathon, nor the costs of travel or accommodation.
2. Employees of the Organizer, Partners, Contractor, or members of their families may not participate in the Hackathon as participants.
3. Participants and Participants during the Hackathon create prototypes of technological solutions in the form of working software or a fragment thereof and/or a prototype in the form of a functional mock-up according to the challenges announced by the Organizer, hereinafter referred to as "Projects", aiming to:
 - a. creating ideas/prototypes of educational tools based on the Open Zachęta Project's open API;
 - b. making digital cultural heritage more accessible to people with disabilities;
 - c. sharing best practices for collaboration and implementation of IT projects in cultural institutions.
4. The technology of project implementation is free, subject to II. p. 5.
5. As a condition for taking part in the competition classification, the Organizer is required to grant a Creative Commons CC BY-SA 4.0 (Attribution-Share - Alike 4.0 International) license for works that are not software and a GNU Affero General Public License, version 3 for works that are software.
6. Participants may not create Projects that violate the law, use prohibited content or infringe on the rights of third parties.
7. Each member of the Team is obliged to declare:
 - a. being at least 18 years old;
 - b. content of the Regulations and acceptance of the conditions contained therein;
 - c. getting familiar and acquaintance with [the information clause on the processing of personal data](#);
 - d. consent to the processing of image by the Organizer and Contractor for the purpose of organization and promotion of the event and its results (information about the results of the work) by the Organizer and Contractor;
 - e. compliance of the data contained in the registration form with the facts.
8. Failure to submit the declarations referred to in Section 7 prevents effective registration.

III. Application rules

1. Participants of the Hackathon may only be natural persons of full legal age:
 - a. having full legal capacity,
 - b. having knowledge and skills in at least one of the following areas:
 - UX/UI designer
 - graphic designer
 - IT manager
 - programmer
 - tester
 - employee of a GLAM institution
 - educator
 - data provider
 - digital humanist
 - artist
 - wikipedist/ka, wikimedian/ka
 - other/other professional(s) interested in bringing out the best side of cultural heritage online.
2. Recruitment for participation in the Hackathon takes place via the website www.hackathon.pl by filling out an online form.
3. Recruitment of participants within the submitted teams will last from 21.08.2022 to 8.09.2022 until 23:59, unless otherwise decided by the Organizer.
4. Participants can register only individually, however, each registrant may indicate another Participant with whom he/she would like to work in the Team.
5. Work during the Hackathon will be conducted in Teams of approximately 5 people.
6. The Organizer and the Contractor reserve the right to determine the final composition of each Team.
7. A participant may work during the Hackathon only within one created Team.
8. The application will include the following data:
 - a. first name (*obligatory*);
 - b. surname (*obligatory*);
 - c. e-mail address (*obligatory*);
 - d. telephone number (*obligatory*);
 - e. country code (*obligatory*);
 - f. participant's area of expertise (*choose at least 1 of the following*) (*obligatory*):
 - UX/UI designer
 - graphic designer

- IT manager
 - programmer
 - tester
 - employee of a GLAM institution
 - educator
 - data provider
 - digital humanist
 - artist
 - wikipedian, wikimedian
 - other/other specialist interested in bringing out the best side of cultural heritage online
 - other (*field to be filled in*);
- g. information about years of experience in the above-mentioned area (*obligatory*);
- h. information about the participant's areas of interest within the Hack(art)thon (choice of at least 1 of the following) (*obligatory*):
- UX/UI
 - education
 - accessibility
 - creative use of collections
 - programming
 - other (*field to be filled in*);
- i. information about experience in the field of IT / humanities (*open question*) (*obligatory*);
- j. job title (*optional*);
- k. motivation to participate in the Hackathon (*open question*) (*obligatory*)
- l. name of the country of current residence (*obligatory*);
- m. preferred language of communication (*choice of 1 of the following*) (*obligatory*):
- English
 - Polish
 - I can work in both languages without any problem
 - other (what) (*field to be filled in*);
- n. preferred other team members (*field to be filled in*) (*optional*);
- o. source of information about the Hackathon (*choose at least 1 of the following*) (*obligatory*):
- social media
 - article
 - from the organizer
 - from a mentor

- from a friend
 - from another source (what source) (*field to be filled in*);
- p. description of the needs of participants with disabilities (*open question*) (*optional*);
- q. submission of the statements referred to in Section II.7.

9. Completion and submission of the recruitment form is tantamount to acceptance of these Regulations.

10. Sending the form is not tantamount to qualifying for participation in the Hackathon.

11. Qualification for participation in the Hackathon will be decided by the Organizer and the Contractor on the basis of the information contained in the application.

12. Qualified participants will be informed by email no later than 4 days before the start of the Hackathon at the email address and by text message based on the data indicated in the recruitment form.

13. The Organizer and the Contractor may create a reserve list of Teams. If a Team from the reserve list is allowed to participate in the Hackathon, the registered persons will receive the qualification decision by e-mail to the e-mail address provided in the registration form (without observing the 4-day deadline referred to in III. p. 12.

IV. Course of the Hackathon

1. Stage I will take place between September 19-23, 2022 online on the platform indicated by the Contractor and will consist of remote work of the Teams on the selected projects from 17:00 - 20:30 on September 19-23, 2022.

2. Stage II will be held on September 24, 2022 from 10:00 - 16:30 in a hybrid version - online and at the headquarters of the Zachęta - National Gallery of Art at pl. Małachowskiego 3, 00-916 in Warsaw. The purpose of this stage will be to present the concepts developed by the Teams and announce the winners of the prizes.

3. The detailed program of the Hackathon is published on the website www.hackathon.pl.

4. The Hackathon will be conducted entirely in English.

5. During the Hackathon, the Organizer will provide participants with:

- a. access to the resource base of Zachęta - National Gallery of Art and details of access to the resource base of Europeana;
- b. support of mentors;
- c. access to all organizational information during the Hackathon.

6. To the participants present at the headquarters of the Zachęta - National Gallery of Art at pl. Małachowskiego 3, 00-916 in Warsaw on the day of the presentation of the Projects on September 24, 2022, the Organizer provides:
 - a. Internet access via a secured Wi-Fi wireless network;
 - b. electrical power supply;
 - c. a multimedia projector together with a computer and necessary software for the presentation of the Projects,
 - d. catering in the form of hot drinks, soft drinks and snacks.
7. For the rest, Participants are required to use their own resources, especially software and other necessary tools and equipment.

V. Contest and prizes

1. The Hackathon will include a competition to create the best Projects.
2. The best Projects will be awarded according to the evaluation of the competition committee (hereinafter: Jury).
3. The Organizer will distribute prizes with a total pool of EUR 10,000 gross.
4. On September 24, during the pitching session of the Projects, the Organizer will select 3 Projects to be awarded.
5. To the best Teams selected in Stage II, the Organizer will distribute the following cash prizes of a total amount: EUR 10,000 gross (less applicable tax):
 - for 1st place 5,000 EUR gross per Team;
 - for II place 3,000 EUR gross per Team;
 - for 3rd place 2,000 EUR gross per Team.
6. Receipt of prizes will be confirmed by a receipt protocol.
7. Payment of prizes will be made within 30 days from the date of announcement of the results. The Organizer will contact the Winners by email in order to obtain the information necessary to transfer the prize, including the bank account number.
8. Each prize will be divided by the Organizer equally among the Participants of each of the winning teams according to the amounts due for the places indicated in Section 5.
9. Tax due on the prizes will be paid by the Organizer.
10. The Organizer may award other prizes in addition to the main prizes in the form of honorable mentions.

VI. Jury

1. The Organizer will appoint a Jury consisting of representatives of the Organizer and external experts.
2. The Jury's task is to select the winners of the Hackathon and decide on the distribution of prizes and possible distinctions.
3. The evaluation criteria based on which the Jury will award points to individual Projects will be published on the Hackathon website www.hackathon.pl by August 30, 2022.
4. The Jury's decisions are final.

VII. Selection of Winners

1. Upon completion of their work, the Teams shall present the Project before the Jury on September 24, 2022 online or at the headquarters of the Zachęta - National Gallery of Art at pl. Małachowskiego 3, 00-916 in Warsaw.
2. Participants present Projects in the order indicated by the Jury.
3. The Project presentation should last up to 8 minutes and be prepared according to the format proposed by the Organizer and the Contractor.
4. Each Team should present prototypes of technological solutions in the form of working software or its fragment and/or prototype in the form of functional mock-up according to the challenges announced by the Organizer.
5. It is not permissible to use during the Hackathon the Projects prepared by the Hackathon Participants before the start of the Hackathon.
6. The Project submitted for evaluation must be based on the Participants' own work operating in the created Teams. It is not allowed to use external assistance available other than that provided by the Organizer or Contractor.
7. In case of objections to the execution of a given Project, in accordance with the rules specified in the Regulations, the Commission reserves the right to verify the manner in which the Project was created.
8. The results of the Hackathon will be announced after the end of the presentation of the Projects on September 24, 2022, and will also be published by September 26, 2019 on the event website.
9. Each Team should present a working software, its fragment and/or prototype in the form of a functional mockup (Project).

VIII. Copyright

1. Participants guarantee that the projects completed during the Hackathon are their authorship or co-authorship (in the case of teamwork) and do not violate any third party rights.

2. The Participant grants the Organizer permission to use any photographs showing the Projects created during the Hackathon for internal and promotional purposes, including on the Organizer's website.
3. The Participant is responsible to the Organizer for any legal defects of the Projects, and in particular for any possible claims of third parties resulting from the violation of copyright and other rights of third parties, in particular with regard to the legality of the software and tools used to create the Project. In the event that claims are made against the Organizer on this account, the Participant undertakes to satisfy them in full and to release the Organizer from its obligation to provide benefits.
4. Upon submission of the Projects to the Organizer for evaluation by the Selection Committee, Participants grant to their Projects the [Creative Commons CC BY-SA 4.0 \(Attribution-Share - Alike 4.0 International\)](#) license for works that are not software. The CC BY-SA 4.0 license allows sharing, i.e. copying and distributing the work in any medium and format, as well as adaptations, i.e. remixing and altering content created from the work for any purpose, including commercial. When remixing, transforming or creating on the basis of a work, you must distribute your work under the same license as the original. The transformed work must be properly labeled, provide a link to the license and indicate the changes, if any, made to it.
5. At the moment of submitting the Projects to the Organizer for evaluation by the Contest Committee, Participants grant the [GNU Affero General Public License, version 3](#) for their Projects that are software. The GNU General Public License, version 3, abbreviated as AGPL, is a free copyleft license, the purpose of which is to obligate services available on the web to publish their source code.
6. The organizer on the basis of open licenses plans to implement the designed solutions.
7. Participants are obliged to fulfill their obligations under the license by including a license note in the code with the contents attached as Appendix 1 and 2 to the Regulations.

IX. Personal information

1. The hackathon is carried out within the framework of the project "Open Zachęta. Digitization and access to Polish contemporary art resources from the collection of the Zachęta National Gallery of Art and the construction of IT tools, development of competence of cultural personnel, animation and promotion for the use and processing of digital cultural resources for

educational, scientific and creative purposes" co-financed by the European Union from the European Regional Development Fund under Priority Axis II: E-government and open government 2. 3: Digital accessibility and usability of public sector information of the Operational Programme Digital Poland 2014-2020. Therefore, the administrator of the personal data provided by the Hackathon Participants is the Minister responsible for regional development acting as the Managing Authority for the Operational Programme Digital Poland 2014-2020, located at Wspólna 2/4, 00-926 Warsaw.

2. The personal data has been entrusted for processing to the Intermediate Body, i.e. Centrum Projektów Cyfrowa Polska, 13a Spokojna St., 01-044 Warsaw, to the project beneficiary: Zachęta - Narodowa Galeria Sztuki, Pl. Małachowskiego 3, 00-916 Warsaw, to the project partner: Funkcją Centrum Cyfrowe, 24/2 Chmielna St., 00-020 Warsaw, and entities that participate in the implementation of the project on behalf of the beneficiary.

3. The processing of the provided personal data is lawful and meets the conditions referred to in Article 6 (1) (c) and Article 9 (2) (g) of the Regulation of the European Parliament and of the Council (EU) 2016/679 - personal data are necessary for the implementation of the Operational Programme Digital Poland 2014-2020 (POPC).

4. Personal data of Participants will be processed only for the purpose of implementation of the "Open Zachęta" project.

5. The transferred personal data will not be transferred to a third country or international organization.

6. The transferred personal data will not be subjected to automated decision-making.

7. The data is provided by the data subjects voluntarily, nevertheless, with regard to participation in the Hackathon, it is not possible without providing it.

8. The Data Protection Officer can be contacted by sending an email to the email address: iod@miir.gov.pl or the project partner's email address: kontakt@centrumcyfrowe.pl.

9. Taking part in the Hackathon entails acceptance of the statement of familiarization with the [information obligations of the final recipient and the Project Personnel of the Beneficiary](#), which includes the full information clause on the processing of personal data within the framework of the project.

X. Liability

1. The Organizer shall not be liable for any property or non-property damage suffered by the Participant as a result of taking part in the Hackathon or as a result of and in connection with the award or non-award of the prize.

2. The Participant shall be fully and solely responsible in the event that his/her Project violates the rights of third parties or generally applicable laws.
3. Each Participant undertakes to enter into a dispute in place of the Organizer, or to act jointly with the Organizer through legal or settlement proceedings, in the event that a third party makes a claim or demand against the Organizer for infringement of its rights in connection with the submission of a Project within the Hackathon.
4. The Participant agrees to reimburse the Organizer for expenses including legal fees incurred by the Organizer as a result of the claim or demand referred to above, as established by a final court judgment, final administrative decision or written settlement.
5. The Organizer shall immediately notify the Participant if a third party makes a claim or demand described above against the Organizer.
6. The Organizer of the Hackathon is not responsible for the Participant's inability to collect the prize for reasons attributable to the Participant.

XI. Image of the Participant

1. The Participant, together with the start of participation in the Hackathon, agrees that the Organizer may record his/her image during the Hackathon in the form of photographs and audiovisual materials.
2. The Organizer has the right, unlimited in time and space, to use the photographs and audiovisual materials recorded during the Hackathon for the purpose related to the statutory activities of the Organizer, in particular by publishing the above on its own websites, social media and its own information channels.

XII. Final provisions

1. The Regulations of the Hackathon will be available from the start of the recruitment of Participants on the website : www.hackathon.pl.
2. The Regulations shall enter into force on the day they are published on the website.
3. The Organizer reserves the right to amend the Regulations.
4. Amendments made to the Regulations shall become effective upon publication of the new version of the Regulations on the website.
5. The Organizer reserves the right to cancel or postpone the date of the Hackathon or implement it completely online.
6. By applying for and participating in the Hackathon, the Participant agrees to comply with the Regulations, waiving any claims against the Organizer.



7. Violation by the Participants of the Hackathon of any of the provisions of the Regulations, in particular providing false personal data, violation of the law or generally accepted rules of social life in connection with participation in the Hackathon entitles the Organizers to exclude the Participant from the Hackathon along with loss of the right to the prize.

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