

COMPETITION PARTICIPATION AGREEMENT

This contract regulates the relationship between the competition organizer and the competition participant

Competition participant:

Name:

Surname:

Date of birth:

ID number:

Permanent residence:

Current residence (if different):

Phone number:

Email:

(Further referred to as the "Participant")

Competition organizer:

Name: A11 Studio s.r.o.

Address: Astrová 18, 821 04 BRatislava

IČO: 52807347

DIČ: 2121149580

IČ DPH: SK2121149580

Managing Director: Róbert Macháč

(Further referred to as the "Organizer")

I. COMPETITION TERMS AND CONDITIONS

I.1 Interested Parties

Interest in the Competition: Any individual may demonstrate an interest in participating in the competition. To demonstrate their interest in participating in the competition, individuals must submit their email and portfolio through the form available at the website address www.challenge.a11.studio. Demonstrating interest in participating in the competition will be possible until **October 20th, 2023, at 9 AM (CEST)**. From all interested parties, the top 3 will be selected based on the quality of their portfolios, and they will be offered with opportunity to participate in the competition.

A11 Studio s.r.o.

Astrová 18, 821 01 Bratislava



I.II Invited Parties

The second category of participants comprises "special guests" who were directly offered the opportunity to participate in the competition.

I.III All Participants must definitively confirm their participation in the competition by signing the Competition Participation Agreement. In the event that a participant does not sign this document by **October 23rd, 2023, by 9 AM (CEST)**, they forfeit their participation in the competition.

I.IV **On October 23rd, 2023, at 6 PM (CEST)**, the competition brief will be posted on the website www.challenge.a11.studio. The brief will include detailed specifications for creating a design for a digital product using Figma software. From that day, participants will have exactly 31 days to complete the design and submit it to the address challenge@a11.studio. The deadline for submitting the design is **November 23rd, at 9 AM (CEST)**.

II. COMPETITION EVALUATION TERMS

II.I The conclusion of the competition happens on **November 23rd, at 6 PM (CEST)** in the form of an online event where all participants pitch their designs and decide about the winners. All 12 participants will have 6 minutes each to present their design, with the order being randomized. Voting will be conducted through the Google Form tool. Each participant can assign a score ranging from 1 (minimum) to 11 (maximum) to every other participant, excluding themselves. A special Jury consisting of the CEO and co-founder of A11.studio and invited angel investors will also evaluate every designer. They evaluate every designer in the competition so they assign a score ranging from 1 (minimum) to 12 (maximum). The summary of points for each designer will decide on ranking and determine the winners.

III. COMPETITION PRIZES

III. The prizes for the competition will be as follows:

1st. place: iPhone 15 Pro MAX 512 GB (1800\$)

2nd. place: Apple watch 9 (510\$)

3rd. place: 300 USD in USDC



III.II Potential Winners of First and Second Prizes Agree that these Items will remain the property of the Organizer, who will grant them a lifelong right to use without any compensation claim.

III.III In necessary instances, A11.studio reserves the right to amend the terms of the competition, primarily including but not limited to; deadlines, competition procedures, evaluation methods, the number of participants, and other relevant aspects.

IV.LICENSE AGREEMENT

IV.I Scope: This License Agreement primarily covers: (i) the provision of a time-unlimited exclusive license for the use of any outputs created for the competition, which may be considered intellectual property, by participants as the licensor to the organizer as the licensee; (ii) terms of payment of any licensing fees, and (iv) terms of use of any outputs created for the competition, which may be considered intellectual property, by the organizer, within the scope of copyright and any industrial property rights.

IV.II Intellectual Property: Intellectual property includes all intangible assets that may be subject to copyright, patents, designs, trademarks, or any other laws governing industrial intellectual property and/or copyright and related rights, created or compiled by the participant or associated persons during the competition under this Agreement (hereinafter referred to as "Intellectual Property").

IV.III Exclusive License: The participant hereby grants the organizer, on their behalf and on behalf of any co-authors, an exclusive, transferable, perpetual license to use Intellectual Property in both non-profit and for-profit contexts for the creation of any new creations, intellectual property, data, information, software, or any other tangible or intangible assets, for incorporation and modification, recording, copying, and monetization of any such Intellectual Property at their sole discretion without limitation, except as defined in this Agreement.

In the event of any doubts, the time-unlimited nature of the license granted under this document means its duration for the entire duration of any future intellectual property rights that the author(s) may transfer. As for any intellectual property created during the competition, the license under this agreement takes effect at the time of creation of the respective intellectual property, which the participant is obligated to share with the organizer.



In case of any doubts, the exclusive nature of the license means that the participant cannot grant a similar license to any other entity, legal or natural, except the organizer.

For the avoidance of doubt, the Organizer has the right, at its discretion, to (i) offer an unlimited number of sublicenses to third parties and/or (ii) assign this license to Intellectual Property to third parties.

The Organizer is not obligated to credit any author(s) or associated authors unless otherwise agreed by the parties.

Within the exclusive nature of the license defined in the License Agreement, the licensor undertakes to refrain from any independent use of the intellectual property created for the competition and during the term of this license may not register copyrights, patents, registered designs, designs, hardware plans, trademarks, or other registered rights or designations anywhere in the world.

IV.IV License Fee: The Parties have agreed that no licensing fee will be required from the participant for the license granted under this agreement. Any renegotiation and/or increase in the relevant licensing fees based on future profits generated from the intellectual property is expressly excluded.

IV.V Compensation: Any breach of the provisions of this license agreement or any case where it is found that the participant's statements in this agreement are demonstrably untrue constitutes a material breach of the contract by the participant.

V.MISCELLANEOUS AND CLOSING PROVISIONS

V.I Notices. All notices, requests, demands, claims and other communications between the Parties under this Agreement shall be in writing. Any notices, requests, demands, claims and other correspondence between the Parties under this Agreement shall be delivered by pre-paid registered mail (with return receipt requested), courier service or personally (against receipt) to authorized addressees.

V.II Either Party may send a notice, request, demand, claim or any other document under this Agreement to a relevant addressee by facsimile or electronic mail and the said correspondence shall be deemed to have been given and received when confirmed or replied to by the designated addressee. Neither Party shall refuse delivery of any notice hereunder or acknowledgment of receipt.



V.III Without prejudice to other arrangements, the Participant's e-mail address in the header shall be considered valid for delivery under the Agreement. Without prejudice to other arrangements, the Participant's e-mail address entered for registration purposes on the Website shall be considered valid for delivery under the Agreement.

V.IV Representations and Warranties. Each Party represents and warrants that (i) it has the right and authority to enter into this Agreement; (ii) it has obtained and shall maintain all authorizations, consents, approvals and licenses as necessary to enter into and perform its obligations hereunder; and (iii) this Agreement is made and shall be performed in full compliance with all contractual commitments and applicable laws. No delay or failure, intended or incidental, by either Party in exercising any right herein and no partial exercise thereof resulting from the other Party's violation of its obligations, warranties and/or representations hereunder shall operate or be construed as a waiver thereof and shall not preclude or impair further exercise of such right or remedy or other rights that such Party may or could have due to the above-said or any other violation of this Agreement by the other Party. All rights and remedies of the Parties under this Agreement may be exercised from time to time and as often as may be deemed expedient.

V.V Amendments. Any amendments, supplements or addenda to this Agreement shall be of equal effect and shall not constitute an integral part hereof unless made in writing and duly executed by each Party through their respective Representatives.

V.VI Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties with respect hereto.

In _____

In _____

On _____

On _____

Organizer:

Participant:

A11 studio s. r. o.

Represented by: Róbert Macháč

Represented by: