



Terms and Conditions of the “Digital Quality Mark 2023” Competition

§1

Definitions

In these terms and conditions of the “Digital Quality Mark 2023” competition, hereinafter referred to as the “Terms and Conditions”, the following terms shall be understood to mean:

1. **Organiser** – the Chamber of Digital Economy with its seat in Warsaw (00-845), at Łucka St. 18, suite 76, entered in the register of associations, other social and professional organisations, foundations, and independent public health care centres and entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register (Polish acronym: KRS) under the KRS number: 0000474028, with taxpayer identification number (NIP): 701-039-19-22.
2. **Competition** – the competition conducted pursuant to the Terms and Conditions under the name “Digital Quality Mark”.
3. **Jury Members** – persons selected by the Organiser whose knowledge and experience in the field of Internet commerce allows them to evaluate the Participants’ entries in the Competition Categories.
4. **Participants** – entities that have entered the Competition or have been entered into the Competition.
5. **SaaS Company** – SaaS (Software as a Service), is a software delivery model whereby a provider hosts an entry on its servers and makes it available to customers via the Internet. It includes the following: CRM, automation tools for sales, marketing, data analysis, logistics and warehousing management, order processing, payments, or client service.
6. **Agency** – a company or organisation specialising in technology-related consulting and advisory services whose main objective is to help its clients identify, implement, and optimise new technologies to improve their business operations.
7. **AI solution** – an AI (artificial intelligence) tool that is an entry, computer program, or system using artificial intelligence technologies to perform specific tasks or solve problems. AI tools need to be designed and programmed in a way that enables them to learn from data, recognise patterns, make decisions, and perform tasks. The tools in question involve the following solutions and features: machine learning (ML), neural networks (NN), computer vision (CV), robotics, fuzzy logic (FL), adaptability, automation, NLP, audio and video, data analysis and processing, and human-AI interaction.
8. **Award** – the award statue trophy and the title of the “Digital Quality Mark 2023” Award Winner, granted to the winners of places 3, 2, and 1 for one of the Competition Categories.
9. **Winner** – the Participant who has taken 3rd, 2nd or 1st place in the Competition for a given Category.
10. **Nominated Participants** – a maximum of five Participants competing for a Category who, as a result of the Jury’s vote, have received the highest average score for that Category. The group moves on to the Pitching stage of the Competition.



11. **Category** – a specific category of the Competition, indicated in § 3 sec. 9 of the Terms and Conditions.
12. **Competition Website** – the website with the URL <http://digitalqualitymark.eu/>
13. **Pitching** – the stage of the Competition consisting in a presentation held on the date specified in § 2, sec. 1 f) of the Terms and Conditions, at the venue specified by the Organiser well in advance by posting relevant information on the Competition Website.
14. **Presentation** – an integral element of an entry attached by the Participant to the entry form, on the basis of which the Jury evaluates the Participant. The required format and content of the Presentation are specified in § 3 of the Terms and Conditions.

§ 2

Competition Schedule

1. The Competition will be conducted over the following stages:
 - a) **Stage I (24.10.2023 – 27.11.2023)** – Participants' entries,
 - b) **Stage II (28.11.2023 – 5.12.2023)** – pre-selection of entries,
 - c) **Stage III (12.12.2023 – 15.12.2023)** – audit of the results of the online voting,
 - d) **Stage IV (18.12.2023)** – announcement on the Competition Website of the list of Nominated Participants eligible for the Pitching stage,
 - e) **Stage V (8.01.2024)** – the Nominees' Pitching before the Jury and the Jury's vote,
 - f) **Stage VI (8.01.2024)** – audit of the Pitching stage and announcement of places 3, 2, and 1 for each Category.
2. The Organiser is entitled to change the dates specified in sec. 1 above and the venue of the Award Ceremony, upon giving the Participants and Jury Members adequate notice, i.e. at least 3 days in advance.

§ 3

Competition Entries

1. The entry submission procedure requires the Participant to complete the following steps during the entry acceptance period:
 - a) complete the entry form, available on the Competition Website, in accordance with the instructions given therein;



- b) attach their Presentation to the entry form in accordance with sec. 15 below;
- c) accept the Terms and Conditions by ticking the appropriate box on the relevant webpage;
- d) settle the fee for their participation in the Competition in accordance with the provisions of the Terms and Conditions.

2. The Competition is open to any entity running a service business based on SaaS and AI technologies as well as an agency business involving technology consulting and implementation.

The subject matter of the entry may be activities carried out by the Participant covering the period from November 1, 2022, to October 30, 2023.

3. Every entry must include the name of the product or tool constituting its subject and include an indication of which Category the product or service is being entered into. It is possible to enter more than 1 Category, and a fee is payable for each such entry as set out in the Terms and Conditions. If a Participant wishes to change their entry, they need to individually contact the Competition Office at least 5 days prior to the end of Stage I of the Competition. An entry may not be changed after the completion of Stage II of the Competition.

4. Subject to sec. 6a below, for entities that are members or partners of the Organiser as defined in its statutes and for entities that are not members or partners of the Organiser as defined in its statutes, the entry fee for the Competition is the amount indicated in sec. 6 below.

5. A Participant's entry may be effected by an Agency. Participants entered into the Competition by an Agency are not required to pay an entry fee.

5a. The Organiser may invite or enter a Participant into the Competition. Participants invited or entered into the Competition by the Organiser are not required to pay an entry fee.

6. Participants who, in accordance with sections 5 and 6 above, are required to pay an entry fee are obliged to settle the following amounts:

- a) members and partners of the Organiser as defined in its statutes:
 - in the amount of 2,999 PLN net per entry into one Category.
- b) Participants who do not have the status of members or partners of the Organiser as defined in the Organiser's statutes:
 - in the amount of 4,999 PLN net per entry into one Category.

7. The total fee amounts, i.e. the above amounts plus VAT amounts due, should be paid to the Organiser's bank account held by its Bank (PKO BP SA Branch 1 in Warsaw) with the number 79 1020 1013 0000 0302 0291 6963.

8. Participants may enter or be entered into the following Competition Categories:

- **SaaS e-Commerce** – SaaS solutions that increase the efficiency of e-commerce stores can be entered into this category. The solutions will be evaluated in terms of increased



efficiency, reduced costs of the operation of individual e-commerce areas, as well as optimised and improved performance of e-commerce areas.

The following types of SaaS solutions can be entered into this category:

E-commerce platforms that enable the creation and management of an online store and handle purchasing processes, online payments, and warehouse management.

Order management systems – tools to perform tasks such as tracking orders, managing stock and deliveries, generating invoices and processing returns.

Customer service solutions – offering customer service tools such as live chat, ticketing systems, and request support.

Analysis and reporting – tools to analyse data on customer behaviour, sales, and store performance.

Online marketing – tools to support marketing activities such as e-mail campaigns, advertising campaigns, SEO, and website content management.

Data security and protection – tools to provide solutions securing online stores from cyber attacks and facilitating data protection compliance.

Payment processing tools – tools offered under the SaaS model that support digital and omnichannel payments.

Data supplied should come from the period **November 1, 2022, to October 30, 2023.**

- **SaaS Marketing** – SaaS solutions that increase efficiency and automate the area of marketing can be entered into this category. The solutions will be evaluated in terms of increased efficiency, reduced costs of the operation of individual marketing areas, as well as optimised and improved performance of marketing areas.

The following types of SaaS solutions can be entered into this category:

Marketing automation – tools to plan, implement, and monitor marketing campaigns. These may handle sending e-mail, managing social media, tracking user activity, etc.

Content management – tools to help manage content on websites, blogs and other online platforms, making it easier to create, publish, and manage content.

Marketing analytics – SaaS analytics tools to monitor marketing performance, analyse data, create reports, and infer from data to improve marketing strategies.

SEO (Search Engine Optimisation) – SaaS SEO tools to help optimise website content and structure.

Online ad management - tools to help plan, manage, and monitor online advertising campaigns, such as Google Ads campaigns or advertisements on social media platforms.



Social media management – social media management tools to facilitate content planning, post scheduling, activity monitoring, and performance analysis across social media platforms.

E-mail marketing – SaaS solutions for e-mail marketing to create and send mass e-mails, manage subscriber lists, personalise messages, and track the results of e-mail campaigns.

Advertising campaign management – tools to help manage advertising campaigns as well as track expenditure, performance, and ROI.

Data supplied should come from the period **November 1, 2022, to October 30, 2023.**

- **SaaS Sales** – SaaS solutions that increase efficiency and automate the area of sales can be entered into this category. The solutions will be evaluated in terms of increased efficiency, reduced costs of the operation of individual marketing areas, as well as optimised and improved performance of marketing areas.

The following types of SaaS solutions can be entered into this category:

CRM (Customer Relationship Management) – SaaS tools to help manage customer data, monitor customer interactions, track contact history, and analyse data.

Marketing automation – SaaS marketing automation tools to create and manage marketing campaigns, monitor customer behaviour, and deliver personalised content.

Sales management systems – tools to help manage the sales process, from generating leads to tracking customer contacts and finalising transactions.

Data analysis tools – tools to help understand sales trends, forecast sales performance, and make business decisions.

Warehouse and order management tools – tools to help manage the warehouse, orders, and deliveries. Tools to automate these processes.

Customer service tools – tools that respond to customer questions, problems, and requests, as well as track interaction history.

Payment processing tools – tools offered under the SaaS model that support digital and omnichannel payments.

Data supplied should come from the period **November 1, 2022, to October 30, 2023.**

- **AI Tools** – AI solutions that improve the efficiency of online stores, automating any area of business operations, can be entered into this category. The solutions will be evaluated in terms of increased efficiency, reduced costs of the operation of specific areas, as well as optimised and increased scale of the business.



AI solutions demonstrating the following characteristics may be entered into this category:

Machine Learning: a field of artificial intelligence that focuses on creating algorithms and computer models that allow computers to learn from data and experience, rather than being programmed to perform specific tasks.

Pattern recognition: AI tools that recognise patterns in data, e.g. to identify objects in images, analyse textual or numerical data, or predict trends.

Adaptability: understood as the ability to adapt to changing conditions and environments while remaining effective.

Automation: Often used to automate repetitive or complex tasks, AI tools can speed up processes and increase operational efficiency.

Natural Language Processing (NLP): Some AI tools are specialised in natural language processing, meaning that they can understand, analyse, and generate text in a human-like manner.

Computer vision: Other AI tools focus on image and video analysis, enabling the recognition of objects, faces, or other visual features.

Data prediction and analysis: AI tools can analyse large amounts of data, identify trends and patterns, as well as predict future events based on the analysis of historical data.

Human-machine interaction: Some AI tools are designed to interact with humans using voice, text, or graphical interfaces.

Neural Networks: Neural networks are a type of machine learning model inspired by the human brain that focuses on processing information in the form of neurons and the connections between them.

Robotics: AI used in the development of autonomous robots and systems used for managing them.

Fuzzy Logic and expert systems: These approaches help computers make decisions in uncertain or ambiguous situations, which is an important feature of advisory and process control systems.

AI tools pertaining to the following areas may be entered into this category:

Product recommendations – analysis of customer behaviour and product suggestions.
Chatbots – capable of answering customer questions and assisting with the purchasing process and customer service.

Content personalisation – AI tools that tailor the content on a website or in e-mail messages to customers' preferences.



Data analysis and forecasting – AI tools for data analysis to help e-commerce businesses understand customer behaviour, forecast sales, and manage inventory.

Marketing automation – AI tools to help automate marketing processes such as e-mail campaign personalisation, ad management, or campaign performance analysis.

Image recognition – AI tools for image recognition that facilitate finding products using photographs and verifying identity.

Chatbots used for customer service – AI solutions that facilitate customer service, answering questions, handling returns, or tracking shipments.

Inventory and supply management – an AI tool to help optimise inventory and supply management.

Shipping and logistics – AI systems to optimise delivery routes, monitor shipment status, and provide delivery information to customers.

Price management – AI tools to help dynamically adjust product prices based on market and competition data.

Data supplied should come from the period **November 1, 2022, to October 30, 2023.**

- **Agency** – this category is dedicated to companies or organisations specialising in technology-related consulting and advisory services whose main objective is to help its clients identify, implement, and optimise new technologies to improve their business operations.

The following agency activities can be entered into this category:

Client needs analysis – working with the client to understand their goals, challenges, and technology needs.

Technology recommendations – proposals for appropriate technology solutions based on analysis.

Implementing new technologies – assisting the client with the purchase, installation, and configuration of new systems or applications.

Technology optimisation – helping the client to optimise their existing technologies and processes to improve efficiency and productivity.

Training and support – training for client staff and providing technical support during and after new technology implementation.

Monitoring and evaluation of results.

Data supplied should come from the period **November 1, 2022, to October 30, 2023.**

10. The Organiser is not responsible for entries that do not correspond with the actual state of affairs. In the event that the information provided by the Participant is untrue, the Organiser reserves the right



to exclude them from the Competition. In the event such a decision is made by the Organiser, the fee will not be refunded. No appeal against such a decision of the Organiser is possible to any body of the Organiser.

11. Entries to the Competition will be accepted over the period indicated in § 2, sec. 1 a). Participants may be entered in any number of Categories.

12. The Organiser reserves the right to refuse to accept an entry to the Competition if it is against the law, rules of social coexistence, and decency, or if it could do damage to the good name of the Organiser.

13. The Organiser reserves the right to refuse to accept an entry if the entrant has not paid the entry fee by November 25, 2023. The entrant is required to send confirmation of the wire transfer by e-mail to: konkurs1@eizba.pl.

14. The Organiser reserves the right to refuse to accept an entry if the entrant's participation in the Competition could breach common law, with particular reference to regulations prohibiting advertising. Furthermore, the Organiser is not liable to the Participants or Agencies, on any basis whatsoever, for any breach of the law by the Participant through participation in the Competition, in particular with regard to restrictions or prohibitions on advertising.

15. Entries must be submitted with a Presentation in Polish or English, in pdf format. The presentation may not consist of more than nine slides, nor may it contain links directing to additional material. The content of the presentation should be aligned with the evaluation criteria set out in § 9. A Participant is required to develop their presentation solely on the basis of the template made available by the Organiser for download in an editable version on the Competition Website.

16. The Organiser has the right to exclude a Participant from the Competition at any stage of the Competition in the event where:

a) the Organiser obtains information on or becomes aware of the possibility of the Participant committing a deed prohibited by an act, including persons holding a managerial position in the Participant's organisational unit or being in a relationship of employment with the Participant regardless of the legal form of such employment;

b) the President of the Office of Competition and Consumer Protection or any other competent authority commences proceedings in relation to a possible infringement of collective consumer interests or the use of prohibited practices by or in connection with activities carried out by the Participant;

c) civil or other proceedings are commenced in connection with allegations of acts of unfair competition by the Participant or in connection with their other acts or omissions;

d) the Organiser obtains information on or becomes aware of possible breaches by the Participant of good market practice or other industry codes of ethics;

e) in the opinion of the Organiser, the conferring of the Award or a Nomination would be contrary to the principles of social co-existence or good morals, or would damage the good name of the Organiser or the other Participants, the reputation of the Competition, or could adversely affect the image of the Award;

The provisions of this section also apply directly to Agencies.



§ 4

Pre-selection of Entries

1. The Organiser pre-selects entries by verifying their formal correctness, including their compliance with the Terms and Conditions. In particular, the Organiser is entitled to examine the following:

- a. whether the Participant runs operations covering the period specified in § 3 sec. 2 of the Terms and Conditions,
- b. whether the declaration of the Participant as a member/partner of the Organiser or entity not being a member/partner of the Organiser is correct,
- c. whether the entry has been paid for correctly.
- d. whether a Presentation that meets the requirements set out in § 3 sec. 15 of the Terms and Conditions is attached to the entry form.

2. If the Organiser determines that an entry has been made incorrectly, the Organiser will contact the Participant or the Agency concerned to indicate what corrections to the entry are necessary or request a supplement to the entry fee. At the request of the Organiser, the Participant is also obliged to submit the documents and information indicated by the Organiser. The Organiser will also indicate a time-frame of no less than 3 working days for correcting the entry, submitting documentation and information, or paying the fee. If the Participant correctly and timely fulfils the obligations imposed by the Organiser as referred to herein, the entry will take effect from the date of its original submission.

3. Entries that are not corrected by the Participant or Agency concerned, or for which the documents and information requested by the Organiser are not submitted, or for which the supplement fee is not paid will not be considered for judging and the Entrant concerned will be excluded from the Competition.

4. In the event of non-fulfilment by a Participant of any of the conditions specified in § 3 sec. 2, the Organiser will exclude the Participant from the Competition without the necessity of requesting them to fulfil this condition.

5. The Organiser's decisions referred to in sections 3 and 4 above may not be appealed against.

6. Subject to the section below, where the Terms and Conditions provide for the exclusion of a Participant from the Competition, in the event of a Participant's exclusion from the Competition, the fee paid by the Participant and the Agency will not be refunded.

7. The Organiser reserves the right to cancel the conferring of an award for a given Category if it fails to receive a minimum of 3 (three) entries for a given Category or if, as a result of pre-selection of entries or other events resulting in the exclusion of a Participant from the Competition, there are fewer than 3 (three) correctly entered Participants. In such a situation, the Participant may change the Category or withdraw their entry for a given Category; in such an event, their entry fee for that Category will be refunded. The Organiser will inform the remaining Participants in a given Category in an e-mail message of the cancellation of the conferment of the Award for the Category, setting a time-frame of 5 days for the Participants to change the Category, if possible, or withdraw from the Competition with the fee refunded to them. If it is impossible to change the Category or if the Participant fails to change the Category within 5 days, it will be excluded from the Competition by the Organiser, and the fee paid by it will be refunded.



8. The provisions of § 4 sections 1 – 7 of the Terms and Conditions also apply at stages later than the pre-selection stage of the Competition, if the Organiser becomes aware of the occurrence of circumstances which would allow the application of § 4 sections 2 – 4 of the Terms and Conditions at the stage of pre-selection of the entries. If the Organiser becomes aware of the occurrence of such circumstances, then the Organiser, after assessing them, may apply the procedure specified in § 4 sections 2 – 4 of the Terms and Conditions.

9. If the situation described in the preceding section occurs after the Jury members have conducted a vote, then the votes cast for the Participant whose entry was affected by the circumstances justifying the application of the procedure specified in § 4 sections 2 – 4 of the Terms and Conditions will become invalid with respect to all the Categories into which the Participant concerned was entered according to the original entry. If the Participant affected by the procedure specified above has made the corrections required by the Organiser to their entry within the time-frame specified in sec. 2 above, then their entry is subject to a new vote, but in accordance with the content of the corrected entry. In this case, the Jury Members who previously cast their votes for such Participant will vote again. The provisions of § 5 of the Terms and Conditions apply accordingly. The voting procedure described above will last no longer than 7 days counting from the day the Participant concerned has made the corrections required by the Organiser to their entry. The voting procedure described above is then audited. The audit is carried out within 3 days of the end of the vote. Once the audit has been completed, the list of Nominated Participants for the Competition Categories included in the voting described above will be announced on the Competition Website. If there was a previously published list of Nominated Participants based on a voting procedure where the votes became invalid, a new list replaces the previous list with respect to these Categories. The Organiser reserves the right to remove the previous list of Nominated Participants in advance.

10. If a Participant affected by the procedure described in sections 8 and 9 above has not made the corrections required by the Organiser to their entry within the time-frame set out in sec. 2 above, they will be excluded from the Competition and the Organiser will update the Nominee List on the Competition Website accordingly. If, however, as a result of a Participant's corrections to their entry as requested by the Organiser, the entry covers fewer Categories than the original entry, the Participant will be excluded from the Categories which the corrected entry does not cover, and the Organiser will update the Nominee List accordingly.

§ 5

Voting

The Jury will vote as follows:

1. The Jury Members will be provided by the Organiser with a link to an application for online voting. This provision applies to both online voting and the voting procedure during the Pitching stage.
2. Each Jury Member will be allocated Participants from a given Category by the Organiser to be evaluated according to the evaluation criteria provided by the Organiser. This provision applies to both online voting and the voting procedure during the Pitching stage.
3. Each Jury Member will evaluate a Participant's Presentation in the relevant Category against the indicated evaluation criteria. Each evaluation criterion will be scored using a scale of 1 (one) to 5 (five) points, where 5 (five) is the highest score and 0 (zero) is the lowest score. This provision applies to both online voting and the voting procedure during the Pitching stage.



4. The Organiser will collect and summarise the number of points awarded to each Participant for all criteria in a given Category by all Jury Members. On the basis of the sum, the Organiser will calculate the average score obtained by each Participant for a given Category. The average score will be calculated by adding up all the points awarded to a Participant and then dividing the total by the number of votes correctly cast for this Participant. This provision applies to both online voting and the voting procedure during the Pitching stage.

5. On the basis of the calculated average score achieved by each Participant, a list of up to five Nominated Participants with the highest average scores will be determined for each Category. The Nominated Participants will be shortlisted for Pitching before the Jury to determine places 3, 2, and 1 in a given Category. The Organiser may limit the number of Nominated Participants in the event that no average higher than 3.0 is achieved.

6. The winners for a given Category will be the Nominated Participants who have achieved the first three results, i.e. the highest average scores, in the voting procedure during the Pitching stage.

7. In the event of two or more Participants obtaining an equal highest average number of points, the Chairperson of the Jury decides on the selection of the Winner. If the Chairperson of the Jury is subject to exclusion or selects the Winner for other reasons, the Organiser will draw a Jury Member from the entire composition of the Jury who will be able to make a decision.

8. The absence of a Jury Member from the online voting and after the Pitching does not suspend the voting and does not prevent it from taking place within the time-frames laid down in the Terms and Conditions.

§ 6

Audit of Voting Results

1. The audit of online voting results consists in the following:

- a) checking whether all Jury Members have performed their evaluations,
- b) checking the average score obtained by a Participant for a given Category,
- c) reviewing the calculation resulting in the selection of the Nominated Participants and Winners for each Category.

2. The audit of voting results during the Pitching stage consists in the following:

- a) checking whether all Jury Members have performed their evaluations,
- b) checking the average score obtained by a Participant for a given Category,
- c) reviewing the calculation resulting in the selection of the Winners for each Category,
- d) verifying whether the Pitching procedure has taken place in accordance with the Terms and Conditions, i.e. § 8 item 2, item 3, item 4, fourth and fifth sentence, item 5, and item 7.



§ 7

Publication of the List of the Participants Nominated for Pitching

1. The list of the Nominated Participants for each Category will be published on the Competition Website.
2. The Nominated Participants will be presented in alphabetical order, without indicating the number of points obtained.
3. The Nominated Participants will be invited to the Pitching procedure before the Jury.

§ 8

Pitching before the Jury

1. Pitching before the Jury will take place offline. The date of the Pitching stage is specified in § 2 sec. 1 of the Terms and Conditions of the Competition.
2. The Participants who take the first 5 places in a given Category are eligible for the Pitching stage. The first 5 will be decided by an online vote of the Jury Members.
3. Each Nominated Participant is entitled to one Pitching entry.
4. Each Nominated Participant will delegate a representative to deliver a Presentation to the Jury during the Pitching stage. The Presentation to be delivered must be the one included in the entry made online. No changes may be made to the Presentation. Each Nominated Participant has 12 minutes for Pitching, of which 6 minutes is allocated for the delivery of the Presentation and 6 minutes is allocated for the Jury's questions to the Participant who delivered the Presentation. At the end of each 6-minute part of this stage, the Participant performing the Pitching is obliged to finish their speech, regardless of where they are in the Presentation or to what extent they have answered the question posed by the Jury.
5. After the Nominated Participants for a given Category complete their Pitching, the Jury Members have 5 minutes to cast their votes for this Category.
7. After the Nominated Participants for all Categories qualified for this stage have completed their Pitching, the Organiser will collect the votes and calculate the average score, on the basis of which places 3, 2, and 1 will be determined. The Competition auditor will then audit the Pitching Day, the correctness of the vote count, and the selection of the Winners. The list of Winners will be announced on the same day before the Nominated Participants, the Jury Members, and on the Competition website.
8. During the Pitching stage, the Participants are required to comply with all restrictions, and guidelines issued by the Chief Sanitary Inspection and safety procedures with respect to COVID-19 which will be in force on the day on which the Pitching stage is held and follow the instructions of the staff of the venue where the Pitching takes place. Relevant information will also be made available during the



Pitching stage. A Pitching Participant may only be a person who, to the best of their knowledge, is not a COVID-19-infected person, is not in quarantine, and is not under epidemiological surveillance. Each Participant, in order to confirm their fulfilment of the aforementioned condition, will be required to submit a declaration to this effect.

9. In justified cases, the Organiser, in order to fulfil its legal obligations, will be obliged to provide the personal data of a Pitching Participant to the Chief Sanitary Inspectorate.

§ 9

Criteria for Evaluating the Participants, as of 2023

1. The following criteria apply to the SaaS E-commerce, SaaS Sales, and SaaS Marketing categories:

- a) the scope, the wide range of the functionalities of the solution (e.g. adaptation to any size of an e-commerce store, the possibility of flexible adjustment of the scope of use of SaaS functionalities, and the quality of the technology on which the solution is based);
- b) an efficient and simple implementation process;
- c) an effective increase in revenue or achievement of another target KPI after the implementation of the tool;
- d) reduction in operating costs, as a percentage, of a given e-commerce/omnichannel area after the implementation of the tool;
- e) the effectiveness of the case studies shown in the presentation;
- f) the extent of customer service between the tool and the customer, the speed of response, and the quality of the support provided during implementation and at the later stages of the use of the technology.

2. The following criteria apply to the AI Tools category:

- a) the scope, the wide range of the functionalities of the solution, and the type of technology on which the tool is based;
- b) an efficient and simple implementation process;
- c) an effective increase in revenue or achievement of another target KPI after the implementation of the tool;
- d) reduction in operating costs, as a percentage, of a given e-commerce/omnichannel area after the implementation of the tool;
- e) the effectiveness of the case studies shown in the presentation;



f) the extent of customer service between the tool and the customer, the speed of response, and the quality of the support provided during implementation and at the later stages of the use of the technology.

3. The following evaluation criteria apply to the Agency category:

a) the scope, the wide range of technologies on which the agency's operation is based;

b) an effective process for auditing, collaborating with the client, and recommending the implementation of new technological solutions or the adaptation of existing ones, as much as possible in line with the client's needs;

c) effective implementation of new technologies on the part of the agency (e.g. acting in accordance with the established timetable, smooth communication with the client, as well as flexibility and rapid response to processes and situations arising during implementation);

d) the achievement of assumed KPIs (as a percentage) after the implementation of the agency's recommended technology or digitalisation process as against pre-implementation results (this could be e.g. increased revenue, reduced costs, improvement of a specific area of e-commerce, more accurate monitoring of the e-commerce area or process in question);

e) the effectiveness of the case studies shown in the presentation;

f) the extent of client service between the agency and the client, the speed of response, the quality of assistance provided during implementation and at the later stages of technology use, training and educating the client on the technology but also on the very essence of digital transformation.

§ 10 Jury

1. A maximum of 40 (thirty) Jury Members are selected by the Organiser. The Jury Members will be selected by the Organiser to evaluate each Category. The list of the Jury Members evaluating the Participants for specific Categories and Groups is available on the Competition Website.

2. The Organiser selects the Chairperson of the Jury from among the selected Jury Members.

3. In the event that there is a factual or legal relationship with a particular Participant or Agency, a Jury Member is obliged to disqualify themselves from voting on the award of points in respect of all Participants in the Category in the Group where the Participant concerned is participating. In such an event, the Jury Member concerned is obliged to notify the Organiser immediately of the situation. Subsequently, in place of the excluded Jury Member, the evaluation of the Participants in this Category in the respective Group will be conducted by another Jury Member, to be appointed by the Organiser.

Any legal affiliation of a Jury Member to a Participant or Agency is understood as a capital affiliation (the Jury Member holds a legal title to participate in a Participant's business or Agency with the rights of a partner, shareholder, etc.) or personal affiliation (the Jury Member holds a role in an authority of a Participant's business or Agency). Legal affiliation is also understood as a situation in which another entity with which a Jury Member is affiliated by way of capital or personal relationship influences the



activity of a Participant's business or Agency, within the meaning of Art. 4 §1 item 5 of the Commercial Code.

4. If, after a vote has taken place, following an audit or the receipt of reliable information from another source, it appears that a particular Jury Member should be excluded from voting in accordance with the foregoing sections, the Organiser must exclude that Jury Member and recalculate the average of the votes in which the excluded Jury Member participated, whereby the votes of the excluded Jury Member are deemed not to have taken place.

5. The Jury Members are not entitled to receive remuneration from the Organiser.

§ 11

Communication Channels Related to the Competition

1. All information related to the Competition will be published on the Competition Website.

2. The Organiser may publish information on the Competition and its results also in other media, in particular in the press, on the radio or television, on the Internet, and in outdoor advertising media.

3. The results of the Competition will be published on the Competition Website and may be published on the websites of the Competition's media patrons and other entities cooperating with the Organiser, at the Organiser's discretion.

4. By entering the Competition, the Participant consents to the publication by the Organiser of the Participant's data, its logo or trademark and, if they are a natural person, also their likeness, during the Award Ceremony, on the Competition Website, and on the websites referred to in sec. 3 above. This provision also applies mutatis mutandis to Agencies.

5. Each Participant and Agency that has paid the entry fee for the Competition has the right to post information relating to their participation in the Competition as a Participant or entity entering a Participant into the Competition respectively (including the fact of their participation in a given Category and Group, nominations, prizes awarded, and the name of the Competition) and to use the Competition logo in the context of posting information with respect to their participation in the Competition in their own communication channels, press releases, and other forms of promotion of the Participant.

6. Publishing information related to participation in the Competition and using the Competition logo by an entity not being a Competition Participant, in particular one that has failed to pay the entry fee, is prohibited and may constitute an act of unfair competition, as defined in Art. 3 of the Act of April 16, 1993, on combating unfair competition.



§ 12

Personal Data

1. The Organiser is the controller of the Participants' personal data.
2. Personal data will be used to organise and conduct the Competition and take necessary action related to the public interest in the area of public health in relation to the need to prevent the spread of the COVID-19 epidemic. Based on a Participant's additional and optional consent, the Organiser may process their personal data for the purpose of marketing and promoting the Organiser's activities through marketing communications sent to the Participant's e-mail address or telephone number. The consent referred to in the preceding sentence may be revoked by the Participant at any time. If such consent is granted, the legal basis for the processing of personal data will also be Art. 10 of the Act of 18.07.2002 on the provision of electronic services and Art. 172 of the Act of 16.07.2004 – the Telecommunications Law.
3. The legal basis for processing personal data is Art. 6 sec. 1 b) of the GDPR. With regard to the personal data of the Award Ceremony participants, the basis for processing is also Art. 9 sec. 2 i) of the GDPR.
4. A Participant has the right for: access to their personal data as well as its rectification, erasure, and restriction of its processing, as well as the right to have their personal data transferred. A Participant has the right to lodge a complaint with a supervisory authority if they consider that their personal data is not being processed in accordance with legal requirements. A Participant also has two types of right to object to the processing of their personal data if their personal data is processed:
 - a) for direct marketing purposes; this type of objection does not need to be justified;
 - b) on the basis of other legitimate interests of the Organiser; such an objection must be justified by the particular situation of the Participant concerned.
5. A Participant's personal data will be processed for the time needed for the organisation and execution of the Competition and for the time needed to take necessary actions related to the public health interest in preventing the spread of the COVID-19 epidemic. Personal data processed in connection with marketing activities will be processed for the duration of their conduct by the Organiser or until a Participant objects to its further processing or revokes their consent to be sent marketing information referred to in sec. 2 above.
6. Personal data will be transferred to: agencies assisting in the organisation of the Competition, providers of IT tools for the operation of the Competition and the Competition Website, as well as data storage tools, and providers of e-mail and sms/mms messaging tools. Furthermore, the personal data of the Award Ceremony participants may be provided to entities to which the Controller is obliged to provide data under the law (e.g. the Chief Sanitary Inspector).
7. A Participant's providing their data is voluntary but indispensable for them to participate in the Competition.
8. The provisions of this article concerning the Participant also apply to Agencies respectively.



§ 13

Procedure for the Submission and Handling of Complaints

1. Any complaints regarding the Competition must be made by e-mail message sent to konkurs@eizba.pl no later than 24 hours after the date of the Award Ceremony.
2. The date of lodging a complaint is deemed to be the date of its receipt on the Organiser's e-mail server.
3. Complaints received by the Organiser after the above-stated time will not be considered.
4. The complaint should contain the first name, surname, and the electronic mail address (e-mail) of the complainant, data of the Participant on behalf of whom the complainant acts, as well as the reason for the complaint and the claim made in connection with the complaint.
5. Complaints will be considered by the Organiser within 21 (twenty one) days of receipt.
6. The complainant will be notified of the result of the complaint via electronic mail (e-mail) to the address provided in the complaint.
7. The decision of the Organiser refusing to accept the complaint and/or the claim of the complainant may not be appealed against to any of the Organiser's bodies.

§ 14

Final Provisions

1. The Terms and Conditions are available at the Organiser's office and on the Competition Website.
2. The Terms and Conditions enter into force once they have been published on the Competition Website.
3. The Participants are obliged to adhere to the provisions of the Terms and Conditions.
4. The Organiser reserves the right to confer additional awards or distinctions at its discretion and according to its arbitrary judgement.
5. The correct conduct of the voting will be supervised by the auditor of the Competition: Quidea.
6. Any disputes related to the Competition will be settled by the court having jurisdiction in the Śródmieście district of the capital city of Warsaw.
7. The Organiser reserves the right to amend the Terms and Conditions and cancel the Competition. In the event of any amendment to the Terms and Conditions or cancellation of the Competition, the Organiser will publish relevant information on the Competition Website.