



#### PARTICIPATION AND DATA MANAGEMENT REGULATION

for the MVM EDISON Light Up! innovation application and start-up contest

#### 1. Tenderee

The organiser of the "LIGHT UP! 2017" innovation application and start-up contest (hereinafter: "Application") is MVM Magyar Villamos Művek Zártkörűen Működő Részvénytársaság (registered office: 1031 Budapest, Szentendrei út 207-209.) (hereinafter: "Organiser").

- 2. Terms and conditions for participation in the application
- 2.1 Parties exclusively eligible for application to the scheme include students of colleges/universities and private persons who are residents in any member state of the European Union, small/medium sized businesses, sole proprietorships that are registered in the member states of the European Union, together with the groups of private persons and students of colleges/universities (hereinafter: "Applicant"), provided they upload (during the period specified in Section 4) to the www.mvmedison.hu website an innovative entrepreneurial/service/product manufacturing plan they developed with respect to Application Subjects in the Application Guideline and accept all terms and conditions in this participation and data management regulation (hereinafter: "Regulation").
- 2.2 Parties eligible for application to the scheme include small/medium sized businesses, sole proprietorships that are registered in the member states of the European Union, together with students of colleges/universities and private persons who are residents in any member state of the European Union. The Organiser shall have the right to separately verify if they are actually participating in such capacities.
- 2.3 Applications not meeting form and substance requirement in this Regulation and the Application Guideline shall be automatically excluded from the competition.





- 2.4. One Applicant can participate in the Application with a maximum of 3 projects including their own idea/plan.
- 2.5 Regarding the uploading of Applications, the Applicant acknowledges that the performance, message, data transmission and response speed of the Internet network depends on underlying service technology, so these features can be detrimentally impacted by factors that are beyond the responsibilities of the Organiser, including e.g. connection errors, the performance of server computers and the upkeeping of secure network connection. The Organiser hereby disclaims any and all liability arising from factors referred to above.

#### 2.6 The Application may and shall not

- include any implicit or explicit advertising of a product or service that is already on the market.
- include any content that is not related to / associated with the subject or title of the application,
- include any invitation to participate in a crime, offence or any other breach of law,
- infringe any business secret, intellectual property right, patent right and copyright,
- include any unduly or illegally acquired data or business secret obtained in a manner prohibited by provisions in the Act LVII of 1996 on the Prohibition of Unfair Trading Practices and Unfair Competition,
- violate provisions in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information,
- infringe provisions in any other piece of legislation, generally accepted ethical norms and decency.

Applicants whose Application does not meet the above requirements and/or that are found to be infringing the intellectual property rights of others shall be excluded by the Organisers from the scheme.

By accepting this regulation the Applicants accept full responsibility for ensuring that their Application presents only own proprietary ideas/inventions and, further, represent and warrant that, regarding the project, they enjoy a right of use at least to the extent necessary. Regarding implications arising from the infringement of the rights of third parties, by uploading the Application, the Applicants accept responsibility for fully indemnifying, defending and holding them harmless.





- 2.7. In order to be eligible for participation in the second round of the Application, Applicants shall accept responsibility for not starting negotiations during the course of the second round (that is the mentoring programme) with another investment company about their project and/or for not concluding an agreement regarding the supporting, implementation and execution of the project.
- 2.8. In order to be allowed to participate in the second round of the Application, the affected Applicants shall (provided they qualify for the second round) accept responsibility for participating in all events of the 8 occasion preparatory programme organised during the second round.

#### 2.9. Exclusion from the application:

The Organiser shall exclude the Applicant from the Application provided:

- 1. The organiser becomes aware, any time following the submission of the Application, that at the time submitting the Application either the Applicant or the Application failed to comply with terms and conditions in the Application Guideline or this Regulation.
- 2. The Organiser becomes aware, at any time following the submission of the Application that due to a change occurring after submitting the Application either the Applicant or the Application fails to comply with terms and conditions in the Application Guideline or this Regulation.
- 3. The Applicant breaches its obligations set out in Section 2.7 of this Regulation.
- 4. The Applicant selected for the second round fails to take part in any of the 8 occasions of the preparatory programme.
- 5. The Applicant cannot be contacted at/by any of the contact details made available by the Applicant to the Organiser, provided (following repeated attempts) that the Organiser cannot establish contacts with the Applicant and this prevents or hampers the execution of the application.

By accepting this Regulation the Applicant acknowledges that in case the Organiser becomes aware of any reasons for exclusion set out in this Regulation, the Organiser may make a decision about the exclusion of the Applicant without any further notification or warning. In case of exclusion, the Organiser's decision about exclusion shall be notified to the Applicant by postal mail.

The Applicant acknowledges that in case the Organiser becomes aware of reasons 1 - 3 for inclusion during or after the second round of the Application, the Organiser shall become





entitled to reclaim the amount of the prize awarded to the winning Application in the first round of the Application.

# 3. The description of the Application

This Application scheme consists of two rounds.

We invite projects to the Application that concern the following subjects:

clean energy, energy efficiency, IoT, Big Data and artificial intelligence

The applications shall be submitted in the Hungarian or in the English language.

In the first round the project of the applicant shall outline the project's concept in a text up to 8,000 - 10,000 characters. This concept shall include the detailed description, the vision, the timetable of implementation and the detailed description of the development to be executed within the project's framework.

Attachments to the application shall include a presentation interpreting implementation in the following formats: drawing or design plan, technical document or video.

The deadline for the submission of applications is:

23:59 PM on 22 (Friday) December 2017. The applications can be uploaded on the website. One applicant can submit a total of 3 ideas/plans. By submitting the application, the applicant consents to provisions in this Regulation.

Valid applications shall be assessed by a professional jury. Members of the professional jury shall be invited by the Organisers. Members of the professional jury shall include members designated by the EDISON Programme and the invited representatives of the partners of the EDISON Programme.

Out of the Applications received the Organiser shall announce a maximum of 4 first round winners. The team of 12 Applicants so developing will move on to the second round that includes a complex 8 occasion preparatory programme.

Participants of the second round will be able to accept MVM Zrt's offer for the presentation of their ideas. Following the presentation to be delivered as a conclusion of the second round, the professional jury will select a total of four final winning Applications. Presentation is such an assessment and selection round in the course of which the professional jury makes a decision about a maximum of 4 applications selected from among second round applications. These applications will have the opportunity to deliver their presentation before the representatives of Smart Future Lab Zrt. with the objective to acquire the seed investment, the ultimate prize of a maximum of HUF 50 million.





### 4. The period for the submission of the Application

The Applications can be submitted during the period from 12:00 AM on 06 October 2017 until 23:59 PM on 22 December 2017. Applications submitted before or after the period available for the submission of Applications shall be automatically excluded from the contest.

#### 5. Prize

Following the conclusion of the first round, the Organiser shall announce 12 winning Applications each of which shall receive a HUF 1 million support and move on to the second round.

In the second round the Organiser shall announce 4 final winning applications. The final winning Applicants (max. 4 application) will be able to accept Smart Future Lab Zrt.'s offer to present their idea before the representatives of Smart Future Lab Zrt., a member of MVM Group. Subject to the decision made by Smart Future Lab Zrt., Smart Future Lab Zrt. may offer an opportunity to receive a maximum of HUF 50 million seed investment and to use their incubation/acceleration services.

By submitting/uploading their Application, the Applicants acknowledge that Smart Future Lab. Zrt. is entitled but not obliged to offer seed investment for the four final winning Applications and offer incubation/acceleration services. Regarding seed investment and the offering of incubation/acceleration services, Smart Future Lab Zrt. shall make their decision solely at their discretion. The Applicant acknowledges that in case Smart Future Lab Zrt. decides to make a seed investment and to offer incubation/acceleration services, the terms and conditions of these offers, together with related provisions shall be regulated in a separate agreement to be concluded with the Applicants.

The Prize is not transferable and cannot be used for purposes other than the application's purposes.

### 6. Notification of the winners, receipt of the prize

Winners shall be notified of the application's result both over the phone and in writing (in e-mail). The result shall also be published on the www.mvmedison.hu website.





### 7. Data Management

- 7.1 By submitting/uploading the Application, the Applicants explicitly agree that the Organiser and its data processing provider may manage personal data provided by the Applicants for the purposes of implementing the Application and liasing with the Applicant.
- 7.2 Where the provisions of this Regulation concerning the management of personal data mention the Organiser, these provisions shall, mutatis mutandis, also apply to the Organiser's contracted data processing provider, together with all other data managers that, pursuant to this regulation, are entitled to manage the personal data of the Applicant.
- 7.3 By submitting/uploading their Application, the Applicants
- unconditionally and explicitly consent that their name may be communicated in the list of winners; and that their name, address, phone number and e-mail address may be managed by the Organiser for the purposes of implementing the Application and liasing with the Applicants, in line with provisions in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information;
- explicitly consent that their project, including personal data therein may be forwarded by the Organiser for the purposes of the implementation and assessment of the Application to members of MVM Group, including especially Smart Future Lab Zrt., so that, thereby, members of MVM can become aware of data, personal data and business secrets included in the project. In case the members of MVM Group become aware of the Applicant's project and data therein, regarding the management of these data they shall act in line with provisions in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information;
- explicitly consent that both during the implementation of the Application and especially on the occasions of presentations and the prize giving ceremony image, sound and film recordings may be made and also explicitly consent that these recordings (either in full or in part) may be used subsequently by the Organiser or MVM Group for advertising, promotion or information purposes, without limitation in time and on the number of occasions, free of charge;
- unconditionally consent that their personal data may be used by the Organiser during the implementation of this contest and the meeting of their tax registration obligation and, further, that they may be transferred for these purposes to the data processing provider hired by the Organiser to process data.
- acknowledge that in the course of managing the personal data of Applicants the Organiser shall act in line with provisions in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information,





# 7.3. The scope of personal data managed during the Application shall include:

Personal data necessary for the Applicant to liase with the Organiser shall be managed by the Organiser:

- Contacts shall primarily be maintained by exchanging e-mail messages mostly to request and send additional, missing or more specific information in connection with the application, to announce the winners and/or to reply (by a competent associate of the Organiser) to any questions the Applicants may have. Following successful or unsuccessful evaluation, the decision shall be communicated to the Applicants via e-mail,
- The management of data concerning the address of the registered office/home address/mailing address by the Organiser is necessary to send or receive support contracts, other documents and notifications,
- In case a support contract is concluded, it may also be necessary to manage other personal data of the Application for contract closing purposes.

#### 7.4. The duration of data management:

The data manager shall manage the aforementioned personal data of the Applicant as long as the purpose of data management prevails. In case the Applicant requests that their Application is withdrawn, the data manager shall immediate delete the personal data of the Applicant.

Following the withdrawal of the Applicant's consent to data management, the Organiser may and shall manage the Applicant's data only in cases stipulated in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

The Organiser may and shall not use personal data provided by the Applicant for purposes other than those mentioned above, disclose them to third parties only in line with provisions in this Regulation or on the basis of the Applicant's prior approval or manage or forward them only if such management and forwarding is ordered by the law, based on provisions in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

Based on provisions in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, the Organiser shall specifically make sure that data security requirements are complied with and take the technical measures necessary to prevent unauthorised access to them, their alteration, transmission, disclosure, deletion or destruction, accidental destruction or damaging. In this respect the Organiser declares that all their employees, the members of MVM Group, together with data processing providers engaged by the Organiser that (based on this Regulation) may access the aforementioned personal data, shall protect and safeguard the personal data of the Applicants.

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By their participation in the application, the Applicants acknowledge and accept all terms and conditions in this Regulation concerning participation and the management of personal data.

#### 7.5. The Applicants' rights to the protection of their personal data

In line with provisions in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, the Applicants may request information about data management and also that their personal data are corrected, blocked or deleted. In order to submit their requests to these effects, the Applicants may contact the Data Manager using contact details in Section 1 of this Regulation.

#### 7.5.1. Information

Pursuant to provisions in Section 14 a) of the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, the Applicants may request information about the management of their personal data. Upon the Applicants' request, the Organiser shall provide information about the data of the Applicants it manages and that are processed by the data processing provider engaged by the Organisation, including the sources of such data, the objectives, the legal grounds and the duration of data management, the name, address and data management related activities of the data processing provider, and – further, in case of forwarding, transmitting the personal data of the Applicants – about the legal grounds and addressee of such data forwarding, transmitting. The Organiser shall provide written, easy to understand information at the earliest possible date following the receipt of the request of the affected Applicant but within no more than 25 days.

#### 7.5.2. Deletion

Personal data shall be deleted if

- a) their management is illegal;
- b) the Applicant so requests;
- c) they are incomplete or incorrect and this condition cannot be legally rectified -, provided such deletion is not excluded by the law;
- d) the objective of data management ceased to exist or the legal deadline stipulated for their storage expired; and
- e) their deletion was ordered by either a court or the National Authority for Data Protection and Freedom of Information.





In case the Applicants so require, the Organiser shall delete their personal data. Instead of deletion the Organiser shall block the personal data, if having regard to a previous legal dispute, provisions imposed by an authority/a court or if there is an obligation to perform an effective Contract concluded with the Applicant, it is necessary to retain the personal data, or if the data in question inseparably include the personal data of persons other that the Applicant (e.g. image or video recording); personal data blocked in this manner shall be managed only until the data management objective that prevented the deletion of the personal data exists. The Organiser shall carry out the deletion free of charge.

The Organiser shall notify the Applicants of the deletion of their personal data, except if the disapplication of notification does not harm their legitimate interests.

#### 7.5.3. Blocking

Instead of deletion the Organiser shall block personal data if the Applicants so request or if (based on available information) it can be assumed that deletion would not harm their legitimate interest. Personal data blocked in this manner shall be managed by the Organiser only until the data management objective that prevented the deletion of the personal data exists.

# 7.5.4. Lodging objections

The Applicants or anybody whose personal data were forwarded, transmitted to the Organiser may lodge objections against the management of their personal data if

- a) the management or transmission of the affected personal data are only necessary to enforce the rights or legitimate interests of the Organiser, or the third party entitled on the basis of this Regulation for data management or data processing, except if data management is stipulated by law;
- b) personal data are used or transmitted for direct marketing, opinion poll or scientific research purposes; and
- c) the law otherwise makes it possible to exercise the right to lodge objections.

Within no more than fifteen (15) days following the lodging of the related submission, the Organiser shall investigate the Applicant's objection and communicate the findings to the Applicant in writing. In case the objection is substantiated, the Organiser shall terminate data management and block the data.

The Organiser shall communicate the objections, including related measures taken, to all parties that previously received the personal data objected, together with parties that are obliged to take measures in order to enforce the right of objection.





In case the Applicant disagrees with the decision of the Organiser made on the basis of the objections or the Organiser fails to meet the deadline set for decision-making, the Applicant may turn to court within thirty (30) days to be calculated from the date of the communication of the decision or from the last day of the 15 day deadline period.

#### 7.5.5. Correction

In case the personal data are untrue, the Applicants may request the Organiser to correct them at any time. The Applicants may submit their request for correction to the Data Manager using contact details in Section 1 of this Regulation.

The Organiser shall correct the personal data of the Applicants at the earliest possible date following the receipt of the request but within no more than 25 days.

#### 7.6. Opportunities for the enforcement of rights

Opportunities available for Applicants to enforce their rights are included in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information and in the Act V of 2013 on the Civil Code. Under these acts, in case their statutory rights are infringed, the Applicants may turn to either the court or the National Authority for Data Protection and Freedom of Information.

By lodging an application with the National Authority for Data Protection and Freedom of Information, anyone may initiate an investigation claiming that their rights were injured in the course of personal data management, or the direct risk of such infringement is imminent.

Regarding the enforcement of rights before the court, the general court having competence as per the registered office of the data manager (the Organiser or other data manager) shall act. At the choice of the affected party, the lawsuit may also be instigated before the general court having competence as per the domicile (place of stay) of the affected party.

The manner of the enforcement of rights, together with detailed statutory requirements concerning the liabilities of the data manager are included in the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

By submitting/uploading their application, the Applicants represent to have read of the provisions of this Regulation and accept to be bound by them. The Applicants also represent and warrant that the personal data made available by them to the Organiser upon the submission/uploading of their application or at a later stage of the Application are true. Moreover, they also accept responsibility for immediately communicating any change in their personal data to the Organiser





The Applicants explicitly consent that their personal data made available by them to the Organiser upon the submission/uploading of their application or at a later stage of the Application may be managed by the Organiser and/or the appointed data processing provider of the Organiser and/or (pursuant to provisions in this Regulation) by a member of MVM Group, including especially Smart Future Lab Zrt.

By accepting this declaration the Applicants declare that they are over 18 years of age.

The Applicants may request the data manager at any time to alter or delete their stored personal data. The data manager shall not accept responsibility for the veracity of personal data provided by the Applicants, this shall solely be the sole responsibility of the Applicants.

The Organiser may and shall disclose personal data made available by the Applicants to third parties only in cases provided for in this Regulation and the law.

In case it becomes necessary to disclose the personal data of Applicants to a third party or the authorities, the data manager shall immediately notify the Applications in an e-mail accordingly.

The Organiser reserves the right to amend this Regulation, having due regard to related legislation and also to the need to unambiguously inform the Applicants of such amendments.

The Organiser may unilaterally amend this Regulation at any time, in line with legislative requirements. By agreeing to use the website following the entry into force of its amendments, the Applicants and/or other affected parties explicitly consent to the amendments.

This data protection regulation, including its current updated version are available at: www.mvmedison.hu

### 7.7. Entry into force

This Regulation shall enter into force on the day of its uploading to the www.mvmedison.hu page.

The Organiser

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