

## Terms and Conditions

for the

### Elevator Lab Challenge of Tatra banka a.s. ("Elevator Lab Challenge")

(hereinafter referred to as "T&C")

#### 1.) The Program

Elevator Lab Challenge (is a local fintech selection program (hereinafter referred to as "Local Program") organized and run by Tatra banka a.s. (hereinafter referred to as "**Organiser**"). The Program is open to international, later-stage start-ups, with existing fintech solutions and products and sound initial funding. The start-ups must be active in one of the areas defined below. The Applicants for the Local Program will have the chance to win:

- In category most innovative start-up (local hero) 5.000 EUR (five thousands euro) cash prize
- In category most scalable business model (best fitting for the RBI Group) WILD CARD for the last selection round of the Raiffeisen Bank International AG (hereinafter referred to as "RBI") acceleration program Elevator Lab (September 2019)

#### 2.) Eligibility Criteria

The Program is open to:

- Corporations, limited liability companies, partnerships and other legal entities, provided however that their directors, shareholders, employees and representatives are at least 18 years of age;
- International, later-stage start-ups, with existing fintech solutions and products and sound initial funding
- The Applicants must be active in one of the following areas:  
Advanced Analytics & Artificial Intelligence, RegTech, Large Corporates & Institutional Clients, Payments and Transaction Processing for Mobility Services, Retail Banking, Cyber Security, SME Banking, FX Solutions
- Good skills in English (written and verbal) are essential.

The Program is not open to Employees, representatives or agents of RBI, the Organiser or RBI's subsidiaries and affiliates.

#### 3.) Program Schedule

The Program schedule and all information related thereto will be (regularly) published on our Website [[www.elevator-lab.com/sk](http://www.elevator-lab.com/sk)] (hereinafter referred to as "the Website").

#### 4.) Application

- All applications for the Program must be submitted through the online application form available on the Website within the application period as defined on the Website. Applications submitted prior to the beginning of the application period or after the expiry of the application period will be rejected. The Applicant has to follow the instructions, complete the application form and provide the requested information (in particular but not limited to information regarding the company, the team, product, project/concept, technology, market, scalability and KPIs). The Applicants may submit or upload together with its application attachments and videos (video pitch, pitch deck).
- The Applicant submits a solution including specification of its functionality and features
- The Application as well as all attached documents must be in English language.
- Each Applicant must nominate at least one duly authorized contact person.
- The Organiser is entitled but not obliged to request further information from the Applicants.
- The Applicant has to agree with these T&C.

#### 5.) Selection Steps

All Applications will be subjected to an internal selection process of the Organiser.

The Jury consists of experts (experts from Tatra banka a.s. , selected mentors and external experts) appointed to select the winners of the Local Program. The Jury will select the finalists to participate in a local selection event to nominate the winner of the Local Program.

The Jury will choose the winners of **Elevator Lab Challenge** in each category.

Organiser reserves the right not to award any prize if none of the submitted solutions meets the terms, conditions and requirements of the Organiser.

Organizer reserves the right to award price in both categories to the same Applicant.

The financial award is subject to taxation in country of the winner.

Winner of the Elevator Lab Challenge with most scalable business model wins a ticket to the selection phase of RBI's Elevator Lab as semi-finalist subject to acceptance of the T&C of the RBI's Elevator Lab accelerator program (available online on <http://www.elevator-lab.com/> ).

Winner of the Elevator Lab Challenge with most scalable business model will be invited on a predefined date to visit the RBI's Elevator Lab accelerator program in Vienna and participate in expert-level workshops. Reasonable costs for flights and hotel for max. 2 persons per winner are covered by RBI.

Each applicant acknowledges the Organiser's right upon consideration to cancel the Local Program.

The Organiser and the Jury will assess and evaluate the submitted applications on their quality of concept, commercial potential, quality of team, innovativeness and potential impact on banking industry. The selection process will be made on the above mentioned criteria but however on the sole discretion of the Organiser. The Applicants are not obliged to accept an invitation to the Program.

Expenses incurred by the Applicants in connection with application shall be borne by each Applicant.

Each Applicant will be informed by the Organiser via e-mail within ten working days after completion of the selection process.

#### **6.) Disqualification**

At the sole discretion of the Organiser and at any stage of the Program (including but not limited to the application process) an Applicant can be deemed ineligible and disqualified if:

- the Applicant does not comply or does not continue to comply with the requirements for application/ as set out herein (in particular but not limited to a breach of representations and warranties);
- Applicant's application or any (subsequent) information does not comply with or is against applicable law, rules or regulations;
- the Applicant is incompatible with the business reputation of either the Organiser and/or any member of the Jury

#### **7.) Possible Cooperation**

After completion of the Program, the Organiser and the winners will mutually evaluate the potential of their possible further cooperation. A further cooperation shall become subject to a separate and detailed agreement.

#### **8.) Working Language**

Working language of the Program (including the application process) is English. Therefore effective skills in English (written and verbal and in particular of technical terms and expressions) are a prerequisite for participation.

#### **9.) Additional Agreements**

Applicants may be required to enter into additional agreements, for example Confidentiality Agreements, as a further condition for their participation.

#### **10.) T&C and amendments to the T&C**

By submission of its application via the respective subpage of the Website the Applicant irrevocably and unconditionally agrees with all provisions of these T&C. For legitimate reasons the Organiser shall have the right, without liability, to amend these T&C at any time. In such a case the Organiser shall inform about such amendments on the Website or by other appropriated means. The amendments shall become effective immediately.

## **11.) Representations and warranties**

By submission of its application the Applicant represents and warrants that:

- (a) the Applicant has all licenses, permissions, consents or whatsoever rights, each as required (under the applicable laws) to participate in the application and/or in the Program and that it will maintain them in full force and effect during the Applicant's participation in the entire Program,
- (b) all data, information or other statements submitted by the Applicant in connection with its application are up to date, complete, correct and true in all respects and that the Applicant is not aware of any material facts or circumstances that have not been disclosed to the Organiser. The Applicant shall inform the Organiser about any material changes without undue delay;
- (c) Applicant's participation in the Program does not and will not infringe any existing third party rights (in particular but not limited to intellectual property rights) or applicable law or regulation which is applicable to the Applicant and that performance of its respective obligations hereunder does not and will not conflict with the constitutive documents or internal rules and regulations of the Applicant or any agreement or obligation to which the Applicant is a party or which is binding upon it or any of its assets or with any applicable judicial order.

## **12.) Indemnification and liability**

The Applicant shall indemnify and hold harmless the Organiser, its affiliates, the members of the Jury against any expense (including legal fees), costs or losses incurred as a (direct or indirect) consequence of any default of the Applicant to comply with any of its obligations, representations and warranties.

Nothing in this T&C shall exclude or limit the Applicant's liability for its projects/concepts/products and its application to/participation in the Program. The Organiser, its affiliates and the members of the Jury shall have no liability in connection with these projects/concepts/products and/or the Applicant's application to/participation in the Program. In no way shall the Organiser, its affiliates and the members of the Jury be liable for any (in)direct or consequential damages, loss of services, loss of profit, anticipated savings, etc in connection with the Applicant's application/participation in the Program.

## **13.) Disclosure of information**

The Applicant agrees that the Organiser may disclose all information (including, without limitation, information about the submitted project) regarding the Applicant or any of its affiliates of which the Organiser becomes aware or which is received by the Organiser in the course of the application process/Program as the Organiser considers necessary to any entity of the RBI group or the Raiffeisen banking group, to the Jury and all organizational units within the Organiser, for the purpose of the implementation of the Program or for other purposes related to business with the Applicant, including the beginning of a business relationship, or for purposes of Local Programs. The Applicant shall be entitled at any time to withdraw its consent to the disclosure of information.

#### **14.) Organiser's Right to Use**

The Applicant grants the Organiser a non-exclusive, and royalty-free right to use ("Right to Use") pertaining to Applicant's trade names, brands, logos, business marks, images, pictures, videos (collectively as "promotional material"), which Right to Use shall be granted for the purpose of and in connection with the promotion activities for the Elevator Lab. Wherever such promotional material contains the depiction of an individual person, the Applicant represents and warrants that it has obtained the yet existing consent from all persons depicted.

#### **15.) Statements**

Applicants shall not make any public statements regarding the Program and/or to use Raiffeisen logos, trademarks or material except without the prior written consent of the Organiser.

#### **16.) Law and Jurisdiction**

The application to/participation in the Program is governed by, and shall be construed in accordance with, the laws of Slovak Republic (excluding its conflict of law provisions).

For any dispute, controversy or claim arising out of or in connection with the participation in the program, as well as any question regarding non-contractual obligations arising out of or in connection with participation in the program the Organiser and the Applicant agree on the -exclusive jurisdiction of the competent courts of Slovak republic.