



Terms & Conditions

Citi Handlowy PSD2 challenge ("Challenge") is a competition hosted by Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, 16 Senatorska Street, 00-923 Warsaw, registered by District Court for the Capital City of Warsaw 12th Commercial Division of the National Court Register under KRS No. 000 000 1538; NIP 526-030-02-91; fully paid-up capital of the company amounts to 522,638,400 zlotys ("Citi Handlowy") that is designed to reward the most innovative participating companies ("Participants") creating innovative solutions based on the open banking and The Second Payment Services Directive ("PSD2") principles. The Challenge is governed by the terms set out below. Registering for the Challenge does not mean that you will automatically participate in the Challenge. From those who have registered, Citi Handlowy will identify and contact those people who will be invited to participate in the Challenge. If you are invited to participate, you agree to comply with all applicable laws, and to abide by these terms, any other guidelines or instructions provided to you during the Challenge, and you also agree that all decisions of Citi Handlowy and the Challenge's judges are final and binding on you.

THE TERMS

1. The Challenge's Purpose

Citi Handlowy is looking for the best and most creative companies to innovate the banking sector by integrating their solutions with bank's APIs such as PSD2-compliant transactional and account information APIs or acquisition APIs published on retail Citi Developer Portal (<https://developer.citi.com>), as well as API products published on Citiconnect API Developer Portal (<https://tts.sandbox.developer.citi.com/citiconnect>), dedicated for corporate clients.

The solutions will be evaluated based on the judging criteria set out in Section 7 below. Special consideration will also be given to relevance to the purpose of the competition, originality, business potential, visual appeal and usability on different devices. Full details of the judging criteria are set out in Section 7 below.

2. Venue and Dates

The Challenge will be held in three stages, starting with registration via an online application (see further Section 3 below). Registration will open on 3rd September 2018 and close on 23rd September 2018. Applicants will be promoted to the second stage of the Challenge, based on the judging criteria. If you are selected by Citi Handlowy as a participant in the second stage of the Challenge, you will be notified by e-mail on 26th September 2018. E-mail will be sent to the team's e-mail address specified in the application form.

If you are selected for the second phase of the Challenge, you will be required to register with Citi Developer Portal and submit a demo of your proposed solution on or before 8th October 2018. Participants who will have propose the solution for corporatestions, will be givenobtain an access to Citi Developer Portal by the organizers. The demo should be sent in a form of a video documenting a working application integrated with Citi API sandbox available via Developer portal (<https://developer.citi.com> or <https://tts.sandbox.developer.citi.com/citiconnect>). The video should be submitted as per instructions from Citi Handlowy that will be sent to the e-mail address specified in the application form to all qualified teams. All invited participants must ensure their submissions are received by Citi Handlowy on or before 8th October 2018 to be eligible.



Citi Handlowy will then identify up to 12 finalists who will be notified on or before 15th October 2018. The finalists will be invited to present their prototypes in person during the Final in Warsaw on 30th October 2018.

Organizers reserve the right to modify the Challenge schedule.

3. How to Register

You may register to be considered for the Challenge by filling out the registration form at www.online.citibank.pl/psd2challenge. You must enter the required information accurately, and accept the terms and conditions displayed as part of the registration process. You will be required to identify a team leader ("Team Leader") on the registration form. Citi Handlowy will then notify you or your Team Leader if you or your team have been selected to participate in the Challenge. If you or your Team Leader are not notified by Citi Handlowy and/or selected to participate, you and/or your team will not be eligible for the Challenge. If you are part of a team, you agree that the Team Leader, as between you and the Team Leader, shall make all final decisions with respect to the team.

All registration forms must be received by Citi Handlowy on or before 23rd September 2018 to be considered for the Challenge.

It is solely your responsibility to ensure that you are properly registered. To the fullest extent permitted by applicable law, Citi Handlowy will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable submissions, or any delay or failure to transmit, process, receive or consider submissions.

After the registration period has ended, if you are invited by Citi Handlowy to participate in the second stage of the Challenge, you will be notified by email and/or phone on or about 26th September 2018 and required to register in Citi Developer Portal (<https://developer.citi.com> or <https://tts.sandbox.developer.citi.com/citiconnect>) and submit a video demonstrating your proposed solution to Citi Handlowy on or before 8th October 2018.

4. Eligibility – Participants

You are not required to make any purchase or pay any fee to register, participate or receive an award or other recognition in the Challenge.

However, you and your team (if applicable) are responsible for all expenses you may choose to incur in the course of participating in the Challenge, including but not limited to any air or ground transportation, passports and visas, hotel accommodations, meals, beverages and any expenses associated with traveling to the Final.

You may only register for the opportunity to participate in the Challenge if you are an individual or a representative of a company at the time of submission, and are at least 18 years old (or at least the age of majority in your jurisdiction of residence, whichever is older) at the time of registration.

Citizens or tax residents of the United States of America, i.e. persons who are permanently resident in the United States United States of America or having a "work permit" in the United States of America (the so-called Green Card) or meeting the so-called long-term presence test in the territory of the United States of America ("substantial presence test"), which essentially involves verification of the



length of stay in the United States of America during the last 3 years are **NOT ELIGIBLE** to register and participate in the Challenge.

In addition, employees of any Citi entity and employees of any/all participating sponsors will **NOT BE ELIGIBLE** to register, participate in or advise anyone participating in the Challenge.

The Challenge is open to companies or teams who have previously sold, licensed or otherwise provided mobile applications and/or similar solutions to Citi Handlowy.

Citi Handlowy may, without notice and at any time in its sole and reasonable discretion, disqualify any registrant or participant who: does not meet the Challenge's eligibility criteria, fails to comply with these terms and conditions, attempts to register or participate in the Challenge in any manner or through any means other than as described in these terms and conditions, attempts to disrupt or undermine the Challenge or attempts to circumvent any of these terms and conditions.

5. Solution Guidelines

The solutions developed and submitted in connection with the Challenge must meet all of the following criteria:

- a. It must add new functionalities or improve the customer experience for Citi Handlowy consumers and/or one of corporate customers, for example:
 - a company operating locally in e-commerce that wants to enter new local and foreign markets;
 - a company from the insurance sector wishing to settle accounts with clients in real-time;
 - a company that provides media services (tv, internet), operating locally
 - a company that has bank accounts in many countries, which depends on a full service package of one bank.
- b. It must, at least, be a minimum viable product (MVP) that can be easily integrated with Citi Handlowy APIs provided.
- c. It must not contain, depict, imply or refer (explicitly or through any commonly recognized abbreviations or other representations) to any crude, vulgar, obscene, sexually explicit, violent, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by Citi Handlowy in its sole discretion).
- d. It must not contain, depict or refer to any content which disparages or refers negatively to Citi Handlowy, the Challenge, or any other person or entity (all as determined by Citi Handlowy in its sole discretion).
- e. It must not contain, depict or refer to any content which unnecessarily refers to any third party (person or entity) (as determined by Citi Handlowy in its sole discretion).
- f. It must not conflict with any of Citi Handlowy's core values, or otherwise be objectionable to Citi Handlowy (as determined by Citi Handlowy in its sole discretion).
- g. It must not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).



- h. It must meet all other guidelines and criteria listed at www.online.citibank.pl/psd2challenge.
- i. It must not use the Citi Handlowy name or any trademarks, service marks, slogans, trade dress, logos or social media or other handles of Citi Handlowy in or as part of the solution, team name, or other submission or materials.

Solutions must not contain malicious code or be coded or designed in such a way that it creates an information security risk or otherwise compromises the integrity of the app (or other solution), whether as a stand-alone app (or other solution) or in conjunction with its integration with any other mobile application.

Citi Handlowy may disqualify any solution, without notice, if Citi Handlowy determines (in its sole and reasonable discretion) that the solution does not comply with any of the above requirements or otherwise with these terms and conditions.

6. Your Additional Representations and Warranties

By submitting a solution to Citi Handlowy, you represent and warrant that:

- a. you satisfy all eligibility requirements for participants;
- b. you are the original creator of the solution;
- c. you are the sole owner of the copyright and all other rights in the solution and all content in and on the solution;
- d. Citi Handlowy (and its licensees) will not infringe or violate any third party's intellectual property, privacy, personality or other rights when Citi Handlowy (or its licensees) copies, displays, edits, modifies, transmits or otherwise uses that App in connection with the Challenge or the publication of the Challenge or any future Citi Handlowy event; and
- e. the solution meets all of the eligibility requirements set out in these terms and conditions.

7. Judging Process

Citi Handlowy and the Challenge's judges will select the finalists in their sole discretion.

Because we are seeking innovative ideas and solutions, there is no single criteria on which we will judge your submission. The solutions may include functionality for retail customers, corporates or both. Solutions to determine finalists and overall award recipients will be judged on a combination of the following objective criteria:

1. Integration with Citi API,
2. Business potential and scalability,
3. Benefits for users,
4. User experience,
5. Level of innovation

For each of the five categories judges will rate submission by awarding points (0-6). Winners will be chosen based on the highest number points. In case of a tie judges will make a decision on the final



classification. Decisions of the judges with respect to all aspects of the Challenge will be final and binding.

8. Award Recipients

Participants acknowledge and understand by attending a Challenge event in person (or virtually) that they may be photographed, videotaped and otherwise recorded by Citi Handlowy (collectively, "Footage") and may be required to sign an affidavit and release by Citi Handlowy for such Footage. Footage will be owned by Citi Handlowy which has the right to use, publish, edit, adapt, translate, post, stream, copy and exploit such Footage and all elements embodied therein, including any names and likenesses embodied therein, in whole or in part, in any and all media now known or hereafter devised throughout the world, for the fullest extent permitted by applicable law, for an unlimited time, for advertising, promotional, trade and other purposes.

Citi Handlowy may request valid proof of identity, residency, age and other relevant documentation, and Citi Handlowy may disqualify a participant if Citi Handlowy determines (in its sole and reasonable discretion) that the provided proof is not sufficient, or if the participant (including, where applicable, all members of their Company or Team) fails to sign and return to Citi Handlowy any declaration, affidavit, or release required by these terms and conditions.

If the award notification is returned as undeliverable or if a selected participant does not comply with all of the above requirements within the above time frames, or does not otherwise comply with these terms and conditions, Citi Handlowy may disqualify the finalist, and the Challenge judges will select a replacement finalist.

Citi Handlowy expects to announce the names of the final award recipients on 30th October 2018.

9. Awards

Cash Awards: 50,000 PLN in award money will be available to be awarded. Three award recipients will be selected by Citi Handlowy to receive a share of the cash award:

- 1st degree award recipient will be awarded 25 000 PLN,
- 2nd degree award recipient will be awarded 15 000 PLN,
- 3rd degree award recipient will be awarded 10 000 PLN.

Cash Awards will be given in cash, by transferring relevant amount to the account selected by the award recipient.

Other Non-monetary Opportunities: Aside from the monetary awards identified above, additional opportunities that may be available to finalists include, but are not limited to:

1. A potential contract with Citi Handlowy
2. Mentorship from Citi Handlowy and Partner Executives throughout the Challenge

Participants should note that these additional opportunities should not be viewed as awards or prizes. The provision of any non-monetary opportunities is to be determined by Citi Handlowy in its sole discretion, and Citi Handlowy is under no obligation to offer any non-monetary opportunities to any participant. The non-monetary opportunities are subject to change by Citi Handlowy without notice. All



awards or other opportunities must be accepted as awarded (with no substitutions), and may not be sold or transferred. Recipients of awards or other opportunities will be solely responsible for all travel and other costs associated with the Challenge and obtaining or redeeming the award(s) and/or opportunities, including but not limited to any air or ground transportation, hotel accommodations, meals, and beverages.

Award recipients are responsible for the payment of any taxes on the Cash Awards received, taking into consideration the below rules.

If Citi Handlowy is obliged as a tax remitter to calculate and collect tax from a taxpayer and pay it to the tax authority then it will fund an additional cash award with a value corresponding to the income tax amount due on the value of prizes awarded, the tax will be charged by the Bank from the additional cash award granted.

Award recipients will inform Citi Handlowy about details that can effect Bank's tax obligations.

Award recipients are obliged to return a filled bank account declaration together with the legal status confirmation by 30th November 2018 on the form provided by Citi Handlowy in the award announcement e-mail.

Failure to provide the filled declaration in the aforementioned period will result in the inability to issue a prize and thus will mean its loss. Then the cash award may be awarded to the next Participant appointed by the Challenge's judges.

Citi cannot guarantee that any awards returned to Citi due to non-delivery to the provided account will be re-sent to the award recipient.

Citi will not be responsible for any/all awards offered by any participating sponsor and finalists acknowledge and agree they will look solely to such participating sponsor in the event an award is not provided to such finalist's satisfaction.

10. Cancellation

If for any reason Citi Handlowy cannot run the Challenge as planned due to any force majeure events Citi Handlowy may modify, extend or suspend the Challenge in its sole and reasonable discretion, to the extent permitted by applicable law.

Citi Handlowy may also disqualify any individual or team who/which does not comply with these terms and conditions as Citi Handlowy it may reasonably determine in its sole discretion, without notice, including (but not limited to) any individual who tampers with or in any way corrupts the submission or voting process, or who attempts to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other participants or Citi Handlowy representatives or breaches these Terms and Conditions.

11. Intellectual Property Rights

You will retain any intellectual property rights you have in the mobile application or other solution that you create (including in any software code). However, by participating in this Challenge, you



acknowledge and agree that any ideas or concepts related to your mobile application or other solution or the Challenge that you share in connection with the Challenge are not confidential or proprietary, and Citi Handlowy and others may use, incorporate or disclose any of them now or in the future in any manner, and you waive any and all claims that you may have against Citi Handlowy (or its affiliates, contractors and agents) or anyone else participating or otherwise attending in this Challenge for such use or disclosure.

By making a submission, participants/teams acknowledge and agrees that Citi Handlowy may obtain many submissions in connection with this Challenge and/or other marketing initiatives or challenges staged and/or offered by Citi Handlowy, and that such submission may be similar or identical in theme, idea, format or other respects to other submissions submitted in connection with this Challenge and/or other challenges or marketing initiatives operated by Citi Handlowy or submitted for other reasons or other materials developed by Citi Handlowy or its contractors or agents. Unless prohibited by applicable law, participants/teams waive any and all claims against Citi Handlowy, sponsors and/or any other participants/teams they may have had, may have, and/or may have in the future, that any submission and/or other works accepted, reviewed and/or used by Citi Handlowy or other participants may be similar to his/her submission, or that any compensation is due to participant in connection with such submission or other works used by Citi Handlowy or its affiliates. For the avoidance of doubt, the foregoing waiver shall not impair or limit any legal rights under applicable national legislation governing consumer rights that cannot be excluded, limited, amended or waived.

In addition, you hereby grant to Citi Handlowy and its designees the unrestricted, non-exclusive, royalty-free, irrevocable, worldwide, sublicensable, assignable, license (but not the obligation) for the maximum duration permitted by applicable law to store, copy, reproduce, communicate to the public, modify, edit, display, transmit, publicly perform, make available to the public, translate or make derivative works from, and otherwise use your mobile application software and/or submission/solution (in whole or in part) in any medium without any fee or other form of compensation, and without further notification or permission or attribution, for the following purposes:

- a. administering the Challenge;
- b. identifying you by name as the creator of the solution;
- c. displaying some or all of the submissions at the Finals, and in any and all media now known or hereafter devised, worldwide; and
- d. advertising in any media, including to advertise the Challenge, future challenges, and Citi Handlowy's products and services.

12. Publicity

Except where otherwise prohibited by law, participation in the Challenge constitutes a participant's consent to Citi Handlowy's use of the participant's name, voice, likeness, biography and home town name, mention of the nature of participant's participation in the Challenge and photographs and video taken at the Challenge events, for marketing and promotional purposes without further notification, permission, payment or consideration.

Participant agrees that Citi Handlowy and its PR or advertising agency reserve the right to publish, copy, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license or otherwise use or exploit Participant's Likeness, or portions thereof, alone or



with other material, with or without revisions throughout the world in perpetuity in any and all media now or hereafter known.

In order to retrieve the list of the recipients of the awards, send an email to psd2challenge@citi.com after **30th October 2018**.

13. Disclaimers, Liability And Indemnification

UNLESS REQUIRED PURSUANT TO APPLICABLE LAW, CITI HANDLOWY DOES NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY APP OR OTHER SOLUTION/SUBMISSION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE CHALLENGE OR YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD(S), OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD(S).

UNLESS REQUIRED PURSUANT TO APPLICABLE LAW, CITI HANDLOWY IS NOT RESPONSIBLE FOR: (1) INCORRECT OR INACCURATE TRANSCRIPTION OF SUBMISSION INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED SUBMISSIONS, OR SUBMISSIONS RECEIVED THROUGH IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (3) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY SERVICE; (4) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE SUBMISSION PROCESS OR THE CHALLENGE; (5) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CHALLENGE OR THE PROCESSING OF SUBMISSIONS; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE CHALLENGE OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY CITI HANDLOWY.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, CITI HANDLOWY WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CHALLENGE OR THESE TERMS AND CONDITIONS.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS CITI HANDLOWY AND ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS AND CONDITIONS OR OTHERWISE TO CITI HANDLOWY; (C) YOUR PARTICIPATION IN THE CHALLENGE; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD.

NOTHING IN THESE TERMS AND CONDITIONS SHALL OPERATE SO AS TO EXCLUDE OR RESTRICT CITI HANDLOWY'S LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, FRAUDULENT CONCEALMENT OR FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF CITI HANDLOWY OR ITS EMPLOYEES WHILE ACTING IN THE COURSE OF THEIR EMPLOYMENT, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AT LAW.

14. Law



THIS CHALLENGE AND THESE TERMS AND CONDITIONS ARE GOVERNED BY POLISH LAW AND YOUR PARTICIPATION IN THE CHALLENGE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY POLISH LAW, REGARDLESS OF THE COUNTRY IN WHICH YOU RESIDE.

All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of participants and Citi Handlowy in connection with the Challenge, shall be governed by, and construed in accordance with the laws of the Republic of Poland. To the extent permitted by applicable law, no laws, rules or regulations of any country other than Poland shall apply to any aspect of the Challenge, or any participants in the Challenge, even if such participants are legal residents, doing business in, or otherwise subject to the laws of any such countries, and if invited to participate in the Challenge, participants hereby waive and agree not to apply or pursue any actions under the laws of any country other than Poland. Unless otherwise prohibited by applicable law, if any provision of these terms or any other terms provided by Citi Handlowy in connection with the Challenge is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the parties underlying the invalid, legal or unenforceable provision.

15. Disputes

All disputes, claims and causes of action arising out of or connected with the Challenge, awards or these terms and conditions will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of Poland to the extent permitted by applicable law. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with participating), and participant further waives all rights to have damages multiplied or increased, in each case to the fullest extent permitted by law. To the extent of any disputes with respect to the Challenge, or a person or company's participation in the Challenge, the jurisdiction and venue for resolution of such disputes shall be determined by Citi Handlowy and be in Poland, even if participants are legal residents, doing business in, or otherwise subject to the laws of any other countries, and if invited to participate in the Challenge, participants hereby waive and agree not to pursue any actions in any jurisdiction or venue other than the jurisdiction and venue in Poland selected by Citi Handlowy to the extent permitted by applicable law.

16. Further Information

For more information please email the Challenge team at: psd2challenge@citi.com