

# 1. ENGINEER STUDENT AWARD 2017: COMPETITION RULES

## GENERAL PROVISIONS

1. Engineer Student Award 2017 (hereinafter referred to as the “Competition”) is organised by M&MR Trading Polska Sp. z o.o., ul. Hutnicza 25 DE, 81-061 Gdynia, hereinafter referred to as the “Organiser”. The Competition is co-organised by Dätwyler Sealing Technologies Deutschland GmbH, Eisenacher Landstrasse 70, 99880 Waltershausen (hereinafter referred to as the “Co-Organiser”).
2. The Competition is addressed to students (hereinafter referred to as “Participants”) of technical universities listed in Annex 1 (hereinafter referred to as “Universities”).
3. The Competition is to select the most innovative solution (hereinafter referred to as the “Solution”) for the tasks (hereinafter referred to as the “Task”) listed in Annex 2.
4. Time for submissions: 1 April to 31 August 2017.
5. The main prize in the Competition is an internship at Dätwyler Sealing Technologies Deutschland GmbH and 3,000 PLN.
6. Information on the Competition is available at [www.konkurs.transcomfort.pl](http://www.konkurs.transcomfort.pl) and at [www.transcomfort.pl](http://www.transcomfort.pl).

## DETAILED PROVISIONS

1. One person may submit any number of proposals concerning the Task. One person may submit own proposals concerning several tasks.
2. Proposals concerning the Task should be sent by e-mail to: [konkurs@transcomfort.pl](mailto:konkurs@transcomfort.pl).  
Message subject: ENGINEER STUDENT AWARD 2017.
3. An e-mail with the submission should include the author's full name, the name of the University, course and year of studies, number of the student record book and contact telephone number, as well as a statement of consent to the processing of personal data of the Participant for the Competition purposes, reading as follows:  
“I hereby give my consent to the processing of my personal data for the purposes of Engineer Student Award 2017 Competition in accordance with the Act of 29 August 1997 on the Protection of Personal Data (J. of Laws of 2016, item 922)”.
4. An e-mail with the submission should be sent with an attached Solution in any format (or specify a link to the Solution), in the form of a technical drawing and description.

5. An e-mail with the submission without the statement referred to in section 3 or missing the required personal data will not be considered in the Competition.
6. By participating in the Competition, Participants agree to participate on the rules set-out in this very Competition Rules and accept Competition Rules in full and without reservations.
7. In response to their submission, the Participant will receive a return e-mail message confirming their participation in the Competition.
8. The Organiser and Co-organiser reserve the right to contact selected Participants only.
9. The Organiser and Co-organiser reserve the right to contact Participants to supplement or clarify doubts (if any) related to the submitted Solution.
10. Submitted Solutions will be evaluated by a jury appointed by the Organiser and Co-Organiser (hereinafter referred to as the "Jury") between 1 and 15 September 2017. From among Participants, the Jury will select a winner (hereinafter referred to as the "Winner").
11. The Jury will be composed of: Product Manager Infrastructure and Director Key Account on the part of M&MR Trading Polska Sp. z o.o. and Product Manager Infrastructure, Managing Director and representatives of Product Development and Technical Support on the part of Dätwyler Sealing Technologies Deutschland GmbH.
12. While evaluating Solutions, the following factors will be considered: alignment with the characteristics and topics of the Task, technical compatibility, originality, interoperability, usefulness, as well as cohesion with the state of the rail infrastructure market in Poland.
13. The Winner will receive the main prize (hereinafter referred to as the "Prize") in the form of a monthly internship and an opportunity to conduct research and development works for their own projects at the Co-Organiser (in Waltershausen, Germany) and a cash prize of 3,000 PLN. With the release of Award, the Organizer will sign with the Winner an agreement for the transfer of copyright and the data carrier with the Solution will be given out to the Organiser.
14. The Winner is allowed to take an internship on a one-off basis, at the time chosen by the Winner after prior consultation with the Organiser, but not later than by 30 September 2018. The internship lasts one month.
15. The Co-Organiser will take care of accommodation, necessary medical assistance and care for the Winner during the internship. The Winner has no claims as to the choice of their accommodation during the internship. The accommodation will be chosen with the

maintaining the highest standards. The Winner will be under a constant supervision and in a permanent contact with a designated representative of the Co-Organiser – carer.

16. The Co-Organiser will cover the costs of the Winner's accommodation, i.e. the rent, utility and electricity bills, as well as the costs of travel from the Winner's place of residence to the selected branch of the Co-Organiser, and back at the end of the internship.
17. The Jury will also award two additional cash prizes for Participants (hereinafter referred to as “Additional Prizes”) to the amount of 1,000 PLN each.
18. The tax on these cash prizes will be paid by the Organiser. The Winner will be asked by the Organiser to provide his personal data for the tax purpose.
19. Submission of the Solution by the Participant is tantamount to a statement that the copyright thereto is vested in the Participant and that the submitted Solution does not infringe any rights of third parties, and that the Solution has not been published anywhere before or submitted to any other competition and is not a registered trademark.
20. Pursuant to Article 921 § 3 of the Civil Code, the Organiser and Co-organiser reserve the right to acquire, as soon as the Prize is given and the agreement is signed, the copyright to the Solution that has won the main Prize, unlimited in time and territory, and the Winner shall at the same time transfer to the Organiser and Co-Organiser the copyright to the Solution in the following fields of exploitation:
  - (i) public use and implementation in infrastructural solutions in the territory of Poland and abroad;
  - (ii) a permanent or temporary fixing and reproduction, in whole or in part, by any means and in any form, including by fixing and reproduction with the use of any technique, including magnetic or digital fixing, such as recording on a CD, DVD, or a Blu-ray disk, a device with flash memory or any other storage medium;
  - (iii) marketing, lending, as well as otherwise disseminating, including by public performance, exhibition, screening, presentation, as well as making it publicly available in such a way that everyone can access it at a place and time selected thereby;
  - (iv) use in any manner for the purposes of information, promotion, advertising and marketing, including outdoor, press and cinema advertising (promotion, information), as well as through wired and wireless broadcasting in all radio and TV stations, as well as with the use of satellite, digital platforms and multiplexes,

the Internet, the real audio system, digital telephony and TV, via RDS and DAB, and in interactive media.

21. The use of the Solution by the Organiser and Co-organiser in any field will be marked as a proprietary solution of Engineer Student Award 2017 Winner and will bear a full name of the Winner.
22. As soon as they receive the Prize, the Winner will also transfer to M&MR Trading Polska Sp. z o.o. and Dätwyler Sealing Technologies Deutschland GmbH the right to permit the exercise of derivative copyright to any works derived from the Solution, i.e. the right to permit the disposal and use of such derived works in the fields of exploitation specified in section 20.
23. Remuneration for the transfer of the rights referred to in section 20 and 22 is included in the value of the Competition prize.
24. The winning Participant authorises the Organiser and Co-Organiser to exercise moral rights on their behalf and undertakes that they will not exercise their moral rights in relation to the Organiser and Co-Organiser.
25. The Competition is open only to adults with a full capacity to enter into legal transactions and with the active student status. By participating in the Competition, Participants agree to take part therein under the terms of these Rules and accept these Rules in full and without reservations.
26. Personal data of Participants will be used in accordance with the conditions laid down in the Act of 29 August 1997 on the Protection of Personal Data (J. of Laws of 2016, item 922). The Organiser will process the following personal data of Participants:
  - (i) full name;
  - (ii) e-mail address;
  - (iii) number of the student record book;
  - (iv) contact phone number.
27. Personal data is provided on a voluntary basis, however, if not provided, this shall prevent the participation in the Competition. In the case of withdrawal of the consent to the processing of personal data for the purposes specified in the Rules (a request for data removal), the Organiser will exclude the Participant from the Competition, which is tantamount to the refusal to give the Prize.

28. The Participant has the right to access and rectify their personal data and the right to request its removal.
29. The data controller is the Organiser.
30. If Participants submit identical or very similar Solutions to the Competition, only this Solution will be accepted that has been received by the Organiser first (with an e-mail date being the decisive date).
31. The Competition will be adjudicated not later than on 15 September 2017 and the results will be announced on 18 September 2017 at [www.konkurs.transcomfort.pl](http://www.konkurs.transcomfort.pl) and at [www.transcomfort.pl](http://www.transcomfort.pl). The Winner of the main prize and winners of additional prizes will be also notified by e-mail or telephone, not later than on the next working day.
32. The official award ceremony (hereinafter referred to as the "Award Ceremony") will take place during the TRAKO International Railway Fair on the Organiser's stand. The exact time of the ceremony and location of the stand will be communicated by 18 September 2017.
33. The Winner of the main prize and winners of additional prizes will be invited to the Award Ceremony. The Organiser will cover the cost of travel by train or by bus of the Winner of the main prize and winners of additional prizes from their place of residence to Gdańsk, as well as the costs of accommodation with breakfast for the Winner of the main prize and winners of additional prizes for the period relevant to the Award Ceremony, i.e. between 26 and 28 September 2017.
34. The Prize may not be exchanged for cash, and the Winner may not transfer the rights to the Prize awarded to them to third parties.
35. The Prize will be given subject to the prior conclusion by the Winner and the Organiser an agreement transferring to the Organiser the copyright to the Solution and the right to permit the exercise of dependent copyright to all works derived from the Solution, on the conditions set out in section 20 and 22.
36. Complaints related to the participation in the Competition may be lodged up to 7 days inclusive after the result announcement date, i.e. from 18 September 2017 to 25 September 2017. Complaints may be submitted in writing only. The Organiser will consider any complaint within 14 days of its receipt and notify its decision to the complaining party in writing. The decisions of the Organiser in the complaint procedure are final.

37. The Organiser is not responsible for the operation of the Internet through which Participants send their Solutions and answers to questions and perform their Competition related activities, and through which the Organiser contacts the Participant.
38. The Organiser reserves the right to cancel the Competition or resign from selecting the Winner.
39. The Organiser reserves the right to change the Rules at any time without giving reasons, provided that this will not deteriorate the terms of participation.
40. The Organiser declares that the contest is not a game of chance or betting within the meaning of the Act of 19 November 2009: Gambling Law (J. of Laws of 2016, item 471).