

TERMS AND CONDITIONS OF the JAN WEJCHERT PRIZE COMPETITION

In remembrance of Jan Wejchert, an exceptional entrepreneur, visionary, enthusiast and generous benefactor, who passed away on 31 October 2009, the Polish Business Roundtable is establishing the annual Jan Wejchert Prize of the Polish Business Roundtable. The founders' aim is to honour people of impeccable reputation for a business success achieved in a given year, for supporting unique initiatives dedicated to society and the needy as well as for courage in implementing innovative solutions that mark new market standards.

General provisions

1. The Jan Wejchert Prize Competition (hereinafter the “**Competition**”) is organised by the Polish Business Roundtable with its registered office in Warsaw at Al. Ujazdowskie 13, entered into the Register of Associations of the National Court Register (kept by Warsaw District Court for the capital city of Warsaw) under KRS number 0000075374 (hereinafter the “**Organiser**”).

2. The Competition shall be conducted every year with the aim of selecting people who, until the launch of a given edition of the Competition, have significantly distinguished themselves in one of 4 (in words: four) categories and to award them prizes and distinctions on the principles set forth in the present Terms and Conditions. The prizes shall be awarded in the following categories and will take account of the following criteria:

SUCCESS – the running or completion by an entrepreneur or manager of a spectacular project with a lasting impact on the Polish market

SOCIAL ENGAGEMENT – the use of capital, knowledge and social position by a person participating in economic, political and cultural life to perform social and philanthropic actions

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagrodaprb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

VISION AND INNOVATION – the implementation of a new, bold, unique and non-conventional concept or new business idea despite social scepticism

SPECIAL PRIZE – on the principles specified in Article 41 et seq.

3. The Competition shall be announced via a website available at www.nagrodaprb.pl (hereinafter the “**Website**”). The announcement shall include a comprehensive schedule of the Competition and, in particular, the periods for submitting Nominations, selecting Winners, lodging complaints and announcing the results of the Competition, as well as the amount of the financial prize to be paid out to the Winner in every Competition category. The Competition shall begin on the first day on which it is possible to submit nominations.

4. The Competition shall be conducted based on the provisions of Polish law and of the present Terms and Conditions.

5. The Competition shall be supervised by the Jury (hereinafter the “**Jury**”) appointed for every edition of the Competition by the Organiser, composed of 10 (in words: ten) to 20 (in words: twenty) people, including 2 (in words: two) selected by the members of Jan Wejchert’s family, being his heirs, from among themselves. The head of the Jury for every edition of the Competition shall be selected by the Organiser.

6. In the event that any member of the Jury resigns from, or is incapable of fulfilling, their duties, the Organiser shall declare that the person loses the entitlements of a Jury member. In the event that the number of Jury members drops below 10 (in words: ten) during the course of the Competition, the Organiser shall select as many additional members of the Jury as are necessary to achieve the number required by Article 5 of the present Terms and Conditions.

Participants

7. The only people that may participate in the Competition are natural persons of legal age having the capacity to perform acts in law, who have not been penalized for a wilful offence and who have been nominated to participate in the Competition by people or entities referred to in Article 11 within the relevant deadline (with the exception of those referred to in Article 8 below). The Participants in the Competition may be both citizens of Poland who have distinguished themselves in one of the categories defined in Article 2 in activities pursued in Poland or abroad, and foreigners whose achievements in one of the categories has had a positive impact on Polish life and society.

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagrodaprb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

8. Subject to Article 43, members of the Polish Business Roundtable, employees, representatives and members of the bodies of the Organiser and of the entities participating in the preparation and conduct of the Competition may not participate in it. The employees shall be understood, irrespective of the legal basis, as people acting for the benefit of the entities employing them.

9. The Competition's Terms and Conditions shall be available in the Organiser's registered office and on the Website. Before giving consent to participate in the Competition, the Participant shall read its Terms and Conditions. Participating in the Competition means that the Participant has read and accepted the Terms and Conditions.

10. Those who meet the conditions for participating in the Competition and who have been duly nominated for participating in the Competition pursuant hereto (hereinafter the "**Nomination**") shall be hereinafter referred to as the "**Participants**", and every person as a "**Participant**".

Nomination for participating in the Competition

11. Participation in the Competition shall require the submission of a Nomination hereunder within the deadline specified in the Competition announcement - as referred to in Article 3. Subject to Article 44, the following may nominate 1 (in words: one) person for each of the Competition categories: (i) any member of the Polish Business Roundtable, excluding Jury members (ii) any member, being his heir, of Jan Wejchert's family (iii) any business friend of Jan Wejchert's invited by the Organiser to submit Nominations (iv) any representative of the media invited by the Organiser to submit Nominations (v) any economic institution invited by the Organiser to submit Nominations (vi) any person or entity that has been presented with the prize, or a distinction, in previous editions of the Competition (this does not apply to the first edition of the Competition).

The Nomination process requires (i) completing the registration form (hereinafter the "Registration Form"), which is Appendix 1 of the present Terms and Conditions ("Appendix 1"), available on the Website and at the Organiser's registered office (ii) attaching the nominee's consent to participate in the Competition, which is Appendix 2 of the present Terms and Conditions (iii) the acceptance of these Terms and Conditions by the nominee and by the nominating party (iv) sending these documents to the Organiser's address (00-567 Warsaw, Al. Ujazdowskie 13) or sending a scan of these documents by e-mail to nagroda@prb.pl. The date of receipt

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagrodaprb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

of the Nomination by the Organiser shall determine whether the deadline for submitting it has been met.

12. The following conditions have all to be met for the Registration Form to be duly completed:

a. providing at least the following true information in the Registration Form,

- particulars of the nominee:

- i. name and surname
- ii. name of company/institution
- iii. business sector
- iv. business position
- v. address
- vi. e-mail address and phone number
- vii. the name of the prize specified in Article 16 that the person is being nominated for an account of why the nominee should be awarded the prize in the Competition category selected

- particulars of the nominating party:

- i. name and surname
- ii. name of institution
- iii. address
- iv. business position
- v. e-mail address and phone number

b. giving the nominee's consent to the processing of the data provided in the Registration Form and to the processing of data provided in the course of participating in the Competition ("**Data**") for the purpose of conducting it. This includes, for example, contacting a Participant, selecting the winner and publishing the Participant's name and surname.

Accepting a Nomination

13. When the Registration Form has been completed and sent, the Organiser shall send a message to the e-mail address provided in the Registration Form. When responding to this message, the Participant shall declare that the Data sent to the Organiser in the Registration Form are true. The Participant shall be fully liable for this declaration. The Participant shall also confirm that they have given consent to

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagrodaprb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

participate in the Competition as well as confirm that they have read and accepted the Terms and Conditions.

14. The Organiser may reject Registration Forms which have been completed in violation of the present Terms and Conditions, which have not been completed properly, which have not been completed fully, which have been sent after the expiry of the deadline referred to in Article 11 above, which contain untrue data or which contain data whose truthfulness is not confirmed by a nominee within 14 days of the Organiser sending the e-mail referred to in Article 13.

15. The Nomination shall become effective upon its confirmation by a nominee pursuant to Article 13 above. Upon confirming the Nomination, a person joining the Competition shall be acknowledged as having the status of Participant.

Prize

16. Without prejudice to the above provisions, the Jury shall take account of the criteria set forth in Article 2 when selecting the Competition winners and shall award:

- a. 1 (in word: one) prize in the category relating to a success (hereinafter **“For success”**)
- b. 1 (in word: one) prize in the category relating to social engagement (hereinafter **“For social engagement”**)
- c. 1 (in word: one) prize in the category relating to vision and innovation (hereinafter **“For vision and innovation”**)
- d. 1 (in word: one) special prize (hereinafter the **“Special Prize”**).

17. Whether the Participant qualifies to participate in the Competition in a given category is a decision made solely by the person or entity nominating the Participant in the Registration Form. However, the Jury may decide to assign the Participant to participate in a different Competition category than the one specified in the Registration Form.

18. The prize in each Competition category is a statuette sculpted for the purpose of being the prize (hereinafter the **“Statuette”**) as well as a financial prize, whose amount shall be specified in the Competition announcement for each category referred to in Article 2.

19. In the event of being awarded the Statuette, the Participant or the Winner may not request the payment of its equivalent in cash and shall be in no way entitled to exchange the Prize for another one.

20. The Winner shall not be entitled to:

- a. sell, donate or grant the use of the Statuette or in any other way dispose of it without the Organiser's consent
- b. use the Statuette in a way that can put the Competition, its Organiser, the Statuette or its creator at the risk of a lost or compromised reputation, good name or prestige
- c. use emblems, trademarks, logos, indications or other symbols relating to the Competition or Organiser for the purposes of promotion or advertising, without the Organiser's consent.

Selecting a Winner

21. The Winners shall be selected according to the following procedure:

- a. At the first stage, the Organiser shall conduct the initial verification of the submitted Nominations in terms of their compliance with the Terms and Conditions, as referred to in Article 14.
- b. At the second stage, the Nominations verified in accordance with Article 21 (a.) above shall be assessed by the Jury members who award points to the Participants.

22. The Participants shall be assessed by the Jury in two stages of open voting. The voting in each of the categories referred to in Article 2 shall be conducted separately.

23. Until the selection of the winners in the second stage of voting, the Jury shall be entitled to make a decision not to award the prize in a selected category and in a given edition of the Competition due to the lack of an appropriate candidate or to other extraordinary circumstances. The decision referred to in the previous sentence shall be made by a simple majority vote observing the quorum required in Article 29.

24. In the event of the Competition receiving a large number of Nominations, the Organiser may, at its own discretion, conduct an initial selection of thirty candidates

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagrodaprb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

in every Competition category and reject those candidates who, in the Organiser's opinion, do not meet the criteria defined in Article 2 of the present Terms and Conditions. In such a case the Jury shall select the Winners from among the Participants qualified by the Organiser.

FIRST VOTING STAGE

25. In the first stage of voting, every member of the Jury, at his or her own discretion and having regard to the criteria set forth in Article 2, shall give each of the Competition Participants, based on information provided in the Registration Form, from 0 (in words: zero) to 4 (in words: four) points. If a Jury member does not give any points to a given Participant, the Organiser shall assume that the Participant has received 0 (in words: zero) points from this Jury member.

26. The Jury members vote by completing a participant book and presenting it to the Organiser within a deadline specified by the Organiser. The participant book is prepared by the Organiser and contains an assessment card for each Participant who has been effectively nominated and positively verified under the principles of Article 21(a).

27. The 3 (in words: three) Participants in each category who, after summing up the points given by particular Jury members, have received the largest number of points in their categories qualify for the next stage of the Competition. If a number of Participants in a given category receive the same largest number of points, all of the Participants with the largest number of points qualify for the next stage.

SECOND VOTING STAGE

28. The Jury shall meet at the Organiser's headquarters on a day specified by the Organiser to conduct a round of voting at the second stage of the Competition.

29. The Jury takes a vote being part of the Competition if the meeting is attended by at least half of the members of the full Jury. If there is not the required quorum, the vote shall not be taken and the Organiser shall indicate another day for a meeting. During the second meeting, the vote shall be taken irrespective of the number of Jury members attending.

30. During the meeting, as referred to in Article 29, the vote is taken in each of the categories separately. In each round of voting, every member of the Jury votes only

for 1 (in words: one) Participant in the Competition from among the Participants who have qualified for the second stage.

31. The Winners in the particular categories are the Participants for whom the most votes of the Jury members have been cast at the second stage.

32. In the event that 2 (in words: two) or more Participants receive the same number of votes in a given category, the Jury shall conduct another round of voting in order to select the Winner from among the Participants with the most points.

33. In the event that 2 (in words: two) or more Participants receive the same number of votes again, the Winner is the Participant for whom the head of the Jury has cast his or her vote.

34. The Winner in every category shall receive the Prizes referred to in Article 18.

35. In addition, at its own discretion, the Jury may grant any number of distinctions to Participants who are not selected as winners. A decision to grant a distinction requires that the Jury act unanimously.

36. The names and surnames of the Winners and of those granted distinctions under Article 35 shall be announced during the Finale Gala (hereinafter the “**Gala**”) to be held at a place and time specified by the Organiser and announced on the Website. During the Gala, the Winners shall be presented with their Prizes.

37. The Prizes may also be handed over after the Gala in a manner specified by the Organiser.

38. The names and surnames of the Winners and those granted distinctions under Article 35 may also be published on the Website.

39. In the event that the Winner/person awarded a distinction under Article 35 or a person representing the Winner/person awarded a distinction with the Organiser's consent is not present at the Gala, the Organiser shall agree with that Winner on how and where to hand over the Prize at a later time.

40. The Winner is entitled to relinquish the Prize. In such an event, the Winner is not entitled to exchange the Prize for another prize or to request its equivalent in cash. The relinquishment of the Prize requires a written declaration on pain of nullity and results in the irrevocable loss of the right to the Prize. In such a case, the Organiser is entitled to select a different Winner based on the selection criteria set forth in the

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagrodaprb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

present Terms and Conditions. The selection shall be made by the Jury members during a meeting organised not later than within 14 days of the relinquishment of the Prize, as referred to earlier in this article. The Winner shall be selected irrespective of the number of Jury members present at the meeting and without regard to the procedure for selecting the Winners specified herein.

Special Prize

41. The Special Prize is awarded to a Participant for exceptional achievements, or for a Participant's overall activities, that have had a significant impact on the development of the Polish economy and society.

42. The Organiser may decide not to award the Special Prize in any edition of the Competition without giving any reasons.

43. The members of the Polish Business Roundtable, being the Competition Organiser, as well as their employees, representatives and members of the bodies of their companies may be nominated to participate in the Competition in the Special Prize category.

44. In any given year the Nominations for the Special Prize may be made only by the members of the Polish Business Roundtable, members of Jan Wejchert's family, being his heirs, and members of the Jury. Those indicated may nominate 1 (in words: one) person for the Special Prize not later than until the voting day referred to in Article 29 (inclusive). However, the members of the Polish Business Roundtable may not nominate themselves or their employees, representatives or persons sitting as members of bodies in their companies.

45. The Special Prize is awarded by the Jury in a vote taken separately for every person nominated for the Special Prize during the meeting referred to in Article 28.

46. The decision to award the Special Prize requires the unanimity of the Jury in the composition referred to in Article 29.

Personal Data

47. The Organiser is the Data Administrator.

48. The data shall be processed for the purposes of conducting the Competition, including but not limited to communicating with a Participant, selecting the Winners

and those awarded distinctions and publishing the Participant's name and surname. The Data shall be processed and/or compared in order to conduct the Competition and select the Winners. With the Participant's consent, the Data shall also be processed for other purposes specified by the Administrator, including for the purpose of distributing information about the Competition and promoting the Competition. The Data may be disclosed to third parties.

49. The Participants shall have the right to access their Data and correct them. In addition, the Participants shall inform the Organiser of any change in the Data.

50. The Data are provided voluntarily, although a Participant's failure to provide them or to agree to their processing for purposes necessary to conduct the Competition will hinder participation in it.

51. The Data are specially protected, including with the use of measures compliant with the relevant regulations that use state-of-the-art technical security systems. For example, the software server is located in a secure, permanently monitored room built for this purpose and the Data are stored and processed using software that blocks unauthorised access.

Complaints

52. To be valid, any complaints concerning the manner of conducting the Competition must be lodged in writing in the form of a registered letter sent to the Organiser's address (see Article 1) within 7 days (this may not be extended) of the date on which the reason for the complaint arose. However, complaints lodged later than within 30 days after the deadline for accepting Nominations specified in accordance with Article 3 shall not be considered.

53. To be valid, the complaint should also include the Participant's name and surname, the Participant's correspondence address or e-mail, the reason/reasons for lodging the complaint and a detailed description of the complaint or complaints.

54. If the Participant lodging a complaint does not supply all of the data or information required, the Organiser shall ask for it to be completed within the indicated scope.

55. Complaints shall be considered within 14 days of receiving them. The Participant shall be informed of the consideration process and of its result by e-mail sent to the address provided in the complaint.

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagroda.prb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

56. At the Organiser's own discretion a reply to the complaint shall be sent in writing by traditional mail, or by e-mail, to the address assigned to a given Participant. Where this is justified, the Organiser may send the reply to a different address or e-mail address that is not assigned to the Participant but that is indicated by the person lodging the complaint.

57. Disputes referring to and arising out of the Competition shall be considered by the court of general jurisdiction for the Organiser's registered office.

Website

58. The Organiser does not provide the Participants with electronic services via the Website within the meaning of the Act on Providing Services by Electronic Means of 18 July 2002.

59. The Website is available only via a device enabling the User to access the Internet and using Internet browsers (Internet Explorer 7 and newer, Firefox 3 and newer) with enabled JavaScript support, Adobe Flash 9.0 and newer installed, without systems blocking Flash objects and that support cookie files and e-mail accounts.

Final provisions

60. The description of the Competition principles may be included in promotional and advertising materials, including the Website. All texts in the said materials are for information only. Only the applicable provisions of the law and of the present Terms and Conditions shall be legally binding.

61. The Organiser reserves the right to amend these Terms and Conditions in the scope compliant with the applicable provisions of law, including the extension of the Competition period. The amendments shall be published on the Website and shall apply as of the publication date.

62. The Organiser shall not be held liable for any inability to conduct the Competition or for difficulties in doing so due to reasons independent of the Organiser and, in particular, due to unforeseen failures or the need to fix unforeseen Website failures, problems with access to electricity or other media, the actions of third parties that hinder or otherwise affect the course of the Competition, including Website operations and, in particular, the actions of hackers.

63. In addition, the Organiser shall not be held liable for any inability to conduct the Competition or difficulties in doing so due to reasons on the part of the Participant, including the infringement of the present Terms and Conditions.

64. In the course of the Competition, the Participant may in no way infringe the law, rules of social conduct, good manners, the generally applicable principles or any of the provisions of the present Terms and Conditions.

65. If, in the course of the Competition, the Participant infringes the law, rules of social conduct, good manners, the generally applicable principles or any of the provisions of the present Terms and Conditions, the Organiser shall be entitled to deprive the Participant of the right to the Prize, to disqualify the Participant from the Competition, to deprive a Participant of the title of Winner or to withdraw a distinction from the person it has been awarded to. In such a case, the Jury may select another Participant in their place based on the criteria defined in the present Terms and Conditions.

66. At the same time, the Participant declares that the Organiser's use of the information provided by the Participant, including of the information specified in the Registration Form, does not infringe the law, good manners, the rules of social conduct or any other rights, the property of third parties or a protected secret or know-how. The Participant shall be held fully liable for the above declaration.

67. In addition, the Organiser shall have the right to use records and photos from the Gala, including those with the Participants' image and/or their statements for the purposes of information and/or promotion.

68. If, in connection with the Organiser's use of Data, including the use of all information provided in the Registration Form under these Terms and Conditions, the Organiser suffers any damage or incurs any costs (including as a result of any proceedings begun ex officio or at any person's request, including the claims of a third party), the persons or entities nominating a Participant shall cover the whole of the damages or all costs in the full scope, including the relevant attorney's fees.

69. The Organiser reserves the right to verify whether the Participants have acted in accordance with these Terms and Condition, including in accordance with Article 65 above. For this purpose, the Organiser may request that the Participant submits relevant declarations or explanations, provides relevant data or presents relevant documents. A Participant's failure to cooperate in the verification process shall entitle

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagrodaprb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl

the Organiser to deprive the Participant of the right to the Prize, to disqualify the Participant from the Competition, to deprive the Participant of the title of Winner or to withdraw a distinction from a person who has been awarded one. In such a case, the Jury may select another Participant in their place subject to the present Terms and Conditions.

OFFICE:

THE POLISH BUSINESS ROUNDTABLE
Al. Ujazdowskie Street 13
00-567 WARSAW

www.prb.pl

www.nagroda@prb.pl

phone number: (+48) 22 40 88 666 | e-mail: nagroda@prb.pl