

## **PKN ORLEN INNOVATION CONTEST**

### **Waste Heat Recovery from the Top of a Crude Oil Distillation Column**

#### **Official rules**

These official rules, terms, and conditions (“Rules”) apply to the Sponsor and the PKN ORLEN INNOVATION CONTEST (the “Contest”). Each individual or entity submitting an Entry (as defined below) into the Contest (each an “Entrant” or “Respondent” on the Contest website, sometimes referred to herein as “you”) agrees to these Rules.

#### **Sponsor; Sponsors; Contest Sponsors; Administrator**

The Contest is administered by NineSigma Europe BVBA, a Belgian Corporation, with offices at Koning Leopold I Straat 3, 3000 Leuven, registered with the Belgian Chamber of Commerce under no. 899.736.861, VAT registration BE0899.736.861 (“Administrator” or “NineSigma”) on behalf of Polski Koncern Naftowy ORLEN Spółka Akcyjna (joint stock company), a Polish company with registered seat at 7 Chemików Street, 09-411 Płock, Poland entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register under the number: KRS 28860, VAT Taxpayer Identification Number: 774-00-01-454, share capital/paid up capital 534,656,326.25 PLN (“PKN ORLEN” or “Sponsor”). Administrator and Sponsor are collectively referred to as “Contest Sponsors” or “Sponsors.”

#### **Eligibility**

The contest is open to all individuals over the age of 18 years or the age of majority in said individual’s geographic location and to all validly formed legal entities that have not declared or been declared in bankruptcy upon registration on NineSights portal [www.ninesights.ninesigma.com](http://www.ninesights.ninesigma.com) (the “Website”).

The Contest is not open to: (1) employees of PKN ORLEN or its affiliates or natural persons cooperating constantly with PKN ORLEN or its affiliates on the basis the contracts; (2) the immediate family members or members of the same household of any such employee or natural persons cooperating constantly with PKN ORLEN or its affiliates on the basis the contracts; (3) anyone professionally involved in the development or administration of this Contest; (4) any participants whose employer's guidelines, policies or regulations do not allow entry in the Contest or acceptance of the award; (5) employees or internally contracted vendors of companies or organizations who are precluded from participation based on laws, regulations or policies; such employees or internally contracted vendors may upon request by Sponsor need to confirm in writing their authorization for participation in this Contest.

You are solely responsible for all equipment, including but not necessarily limited to, a computer and modem necessary to establish a connection to the World Wide Web; access to the World Wide Web and any related telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by you or on your behalf in participating in the Contest.

#### **How to Enter**

To enter for consideration, Entrants must register on the Website (unless you already have such an account, in which case you need not create another account). All of the registration information that you provide to the Sponsors is collectively referred to as your "Account". Following registration, Entrants must submit a completed proposal including consent for processing of personal data - if applicable - (an "Entry") using the response form and following the instructions provided on the Website. In case of the Entrants being teams comprised of natural persons all members of such team are obliged to provide the consent for processing of personal data. The Contest will be announced on the Website with a description of the particular subject matter, the specific evaluation criteria (the "Evaluation Criteria"), the dates during which Entries will be accepted and evaluated, and the number and nature of the anticipated awards for the Contest, consistent with these Rules. The response form will serve as an introduction to the Entrant's proposed research plan and expertise, and should provide supporting evidence that the respondent has the capability to carry out the proposed work. The Sponsor will provide updates regarding the Contest via the Website.

By submitting an Entry, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or Sponsors have reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account.

All Entries must be non-confidential. Entrants may submit more than one Entry. Entrants are responsible for any costs or expenses associated with preparing and submitting an Entry. All Entries suspected of violating any business secret, intellectual property rights, or any local or country law(s) will be ineligible. All Entries must be submitted in English. Entrants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries.

Entry attachments may be submitted in .pdf, .xls, .xlsx, .doc, docx, .ppt, .pptx, for graphic files please use .jpeg, .jpg, .tif, .png or .vsd formats. Links to online videos (e.g., YouTube) or other large files may be included in your submission document. Entries may include the proposal document and the size of a complete Entry may not exceed 10MB.

Sponsors are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or other issues related to data such as quality, access or security. Sponsors are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sponsors disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with, the Contest.

Entrants shall receive an email confirmation of delivery of the Entry, however such confirmation does not relate to the completeness or correctness of the submitted Entry.

Sponsors reserve the right to modify, remove or add data to the Contest Website. Sponsors reserve the right, in their sole discretion, to extend or modify the dates of the Contest and/or Entry submission dates, and to change the terms of the Rules governing any portion thereof taking place after the effective date of any such change. Entrants are urged to consult the Contest Website regularly during the Contest.

Sponsors shall have the right, in their sole discretion, to remove from the Contest Website any blog comment or social media posting related to the Contest, at any time and for any reason.

BY REGISTERING FOR THE CONTEST, YOU ARE ACCEPTING THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREEING TO BE BOUND BY THE DECISIONS OF THE SPONSORS, AND WARRANTING THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE CONTEST. IF YOU CAN NOT ACCEPT ALL OF THESE OFFICIAL RULES, PLEASE DO NOT SUBMIT AN ENTRY TO THE CONTEST. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

The Sponsor may reject or disregard any Entry that does not comply with the applicable requirements. In case of any doubts relating to the confidentiality of the information provided in the Entry the Administrator might request the Entrant for clarification. If such clarification is not provided within 7 days from the receipt of the request the Sponsors shall reject such Entry. If the consent for processing personal data is missing from the Entry, the Sponsors might request the Entrant to supplement the missing consent. If such consent is not supplemented within 7 days from the receipt of the request the Sponsors shall reject such Entry.

The Contest constitutes an invitation for proposals only. It is not an offer, and the submission of an Entry does not create a contract or agreement of any kind between the Sponsor and the Entrant, other than the agreement created by Entrant's acceptance of these Rules. Additionally, the Sponsor's selection of an Entrant to proceed to future collaboration does not create a binding contract between the Sponsor and the Entrant, other than the agreement created by Entrant's acceptance of these Rules.

**IP rights**

Except as set forth herein, you will retain ownership of all intellectual property rights for your Entry, and neither the Sponsor nor NineSigma will make any claim to ownership of your intellectual property or third-party intellectual property that may be contained in your Entry, subject to sentences below. By participating in the Contest, you are not granting any intellectual property rights (or pending applications or registrations therefore) related to the content of your Entry; provided, however, that by submitting an Entry to the Contest, you are granting to the Sponsor and its authorized representatives certain limited rights as set forth in this section of the Rules.

By accepting a prize award, however, you do hereby agree to execute a confidentiality/non-disclosure agreement directed to your Entry and all intellectual property that it may contain or embody, including but not limited to all rights to any copyrights, trade secrets, design rights and inventions (whether or not patentable), and that you are willing to negotiate with PKN ORLEN in good faith a business arrangement on mutually agreeable terms. This business arrangement may include, but shall not be limited to, a joint development agreement, a supply agreement, an assignment of rights and/or an asset purchase agreement. In case of not willing to execute this agreement or not willing to negotiate this arrangement you will be obliged to return the award.

By submitting an Entry, you grant to the Sponsor and NineSigma a limited right and free-of-charge license to review your Entry, to describe your Entry in connection with any materials created in connection with the Contest, and to have the Judging Panel and their designees review your Entry. Any physical materials in your Entry, including all documentation and any accompanying materials

provided to the Sponsor in connection with the Contest, shall become the Sponsor's property immediately upon delivery and will not be returned to you.

By submitting an Entry, you grant a non-exclusive right and license to the Sponsor, NineSigma, and their respective affiliates, subsidiaries, parents, members, licensees, agents and representatives, to use your name, likeness, biographical information, image, any other personal data submitted with your Entry in connection with (i) the Contest and (ii) the Sponsor's related initiatives to this Contest, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You also agree that this license is perpetual and irrevocable. For uses beyond the license grant above, you agree that any use of your personal data by the Sponsor will be governed by the Polish law – subject to the consent granted and in case of NineSigma will be governed by the Privacy Policy posted on the Website.

You grant to the Sponsor and NineSigma the right to include your name and logo (if any) as an entrant on the Website and in materials from the Sponsor announcing winners or prospective winners of the Contest. You further agree that nothing in these Rules grants you a right or license to use any names, trademarks, service marks, or other intellectual property or proprietary rights of the Sponsor or NineSigma, without prior written consent of Sponsor.

You are free to discuss your Entry and the ideas or technologies contained therein with other parties and you are free to contract with any third parties; provided that you do not sign any agreement, grant any license or undertake any obligations that conflict with any agreement that you have entered into, agreed to enter into, do enter into with the Sponsor or NineSigma regarding your Entry and subject to the obligation indicated in the paragraphs above. You acknowledge that your participation in the Contest does not create an obligation on the Sponsor's part to enter into any further business relationship with you or to sign any commercial agreement with you.

You further agree that the Sponsor and its agents may independently develop information internally or receive information from other parties that is similar to the information included with your Entry. Accordingly, nothing in the Rules shall be construed as a representation or agreement that Sponsor has not or will not develop or have developed methods, ideas, protocols, technologies, solutions, programs, or concepts that are similar to or compete with the proprietary methods, ideas, protocols, technologies, solutions, programs, or concepts contemplated by or embodied in your Entry. Further, you understand that the Sponsor is actively engaged in activities, investments, technology exploration, research and development efforts and the creation of methods, ideas, protocols, technologies, solutions, programs, concepts, and other intangibles with respect to its operations (collectively, the "Sponsor Activities"), and that information contained in your entry may include, without limitation, descriptions of methods, ideas, protocols, technologies, solutions, programs, or concepts that may be similar to or coincident with the Sponsor Activities. You further acknowledge and agree that the Sponsor Activities may have originated with its own employees or others and may duplicate, parallel or resemble portions of the information contained in your Entry. Each party agrees that these Rules shall in no way limit, restrict or preclude either party from pursuing any of its present or future business activities or operations, either alone or in conjunction with others, or from entering into any agreement or transaction of any kind with any other person or entity, regardless of whether the subject matter of any such agreement or transaction involves elements similar to or coincident with the information contained in your Entry or is in any other way similar to or coincident

with any transaction considered or evaluated by the parties. For the avoidance of doubt, you acknowledge that Sponsors are not obligated to take any action whatsoever with regard to your Entry.

### **Timelines**

For the Contest timelines please visit see the Contest Website.

### **Evaluation and selection process**

Evaluation Criteria for Entries shall be provided on Response form downloadable from the Contest Website. Successful proposals will address the following:

- Overview of proposal
- Detailed description of a solution
- Applicability in hazardous areas
- Scalability (adjustment capability)
- Reversibility to previous configuration
- Continuous performance between turnarounds (months/years)
- Percentage of heat recuperated
- Required additional utilities (electricity, cooling, steam etc.)
- Parameters that are monitored during operation
- Physical size and weight
- Capex, Opex and Internal rate of return (IRR)
- Address what the key technical risks are and how they will be overcome
- IP position and patent numbers
- Impact on the Environment
- Business model, including overview on how the system is run
- Team experience and background.

### **Confidential Information**

By making an Entry to the Contest, you represent, warrant, and agree that no part of the Entry (or other submissions related thereto) includes any confidential or proprietary information, ideas or products of you or any other person or entity. Since neither the Sponsor nor NineSigma wishes to receive or hold any materials that are proprietary or confidential to you or any third party, you agree that, with respect to your Entry, no confidential or fiduciary relationship or obligation of secrecy is established between the Sponsor or NineSigma and you, any individuals or entities assisting you in the Contest, the individuals or entities you represent in submitting an Entry, or any other person or entity associated with any part of your Entry.

### **Limitation of Liability**

By participating in the Contest, You are undertaking the expenditures required to prepare and submit your Entry entirely at your own risk and expense. You agree to release, indemnify and hold harmless the Sponsor, NineSigma, each member of Judging Panel, their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, members, and employees (collectively, "Released Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with or submission to the Contest (including any claims alleging that your Entry infringes, misappropriates or violates any third party's intellectual property rights). The Released Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected entries. Any compromise to the fair and proper conduct of the Contest may result in the disqualification of an Entry, termination of the Contest, or other remedial action, at the sole discretion of the Sponsor. By entering, you agree to these Rules and to all decisions of the Sponsor, NineSigma, the Judging Panel, and/or all of their respective agents, which are final and binding in all respects.

### **Warranties**

By submitting an Entry, you represent, warrant, and covenant that all information you enter on the Website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry (both the information and materials submitted in the Entry and the underlying methods, ideas, protocols, technologies, solutions, programs, or concepts described in the Entry):

- a. is your own original work, or is submitted by with all necessary approvals, consents, licenses, and permissions with full and proper credit given within the Entry;
- b. does not contain confidential information or trade secrets (whether belonging to your or any other party);
- c. does not knowingly, after due inquiry (including, by way of example only and without limitation, reviewing the records of the respective Patent and Trademark Office and inquiring of any employees and other professionals retained with respect to such matters), violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- d. does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- e. does not and will not violate any applicable Law; and
- f. does not trigger any reporting or royalty or other obligation to any third party.

### **Judging**

All Entries must be received by Sponsor by 5:00pm Eastern Time on or before the announced close date.

Entries will be evaluated by a panel of judges comprised of PKN ORLEN employees with expertise in the fields of oil and gas, material science and product commercialization (collectively the “Judges Panel” or “Judges”).

Up to 6 (six) Entries that meet the Judging Criteria will be selected as finalists (“Finalists”). Finalists will be invited for in-depth evaluation Finals. Remote conferencing facilities will be used for these Finals. As a result, up to 3 (three) Entries that meet the Judging Criteria will be selected as winners (“Winners”).

All potential prize winners (or finalists) will be notified by e-mail to the e-mail address provided in the submission document and may be required to complete further documentation confirming their eligibility. Return of any notification as “undeliverable” will result in disqualification. Prize awards are subject to verification of eligibility and compliance with these Rules. Sponsors reserve the right to examine Entries for compliance with the Contest Rules - Winners may, subject to applicable laws and regulations, be screened to ensure they are not included on any Government Watch list.

As a further condition of receipt of the prize, the Winners or their representative, if they act as a team, must agree to participate in prize award event at Sponsor’s venue in Warsaw with representatives of the Sponsor (invitation with exact dates will be send after Finals). Sponsor reserve the right in their sole discretion to waive this obligation. Sponsor will pay for airfare and accommodation of a maximum of 2 (two) persons of the finalist’s team if he/she is coming from outside of Poland.

All decisions of the Sponsors and Judges will be final and binding on all matters relating to this Contest.

### **Award and Development Options**

Subject to these Rules, once confirmed by Sponsor, the Winner(s) will receive the following awards listed below (“Awards”). Sponsor reserves the right to award fewer than the anticipated number of awards in the event an insufficient number of eligible Entries meet the Evaluation Criteria in the Sponsor’s sole discretion. Awards will be made based on the Judges Panel’s analysis of an Entry’s compliance with the Evaluation Criteria for the Contest.

Up to 3 (three) Winners will receive cash awards of € 10,000 (ten thousand) for a total maximum cash value of € 30,000 (thirty thousand), and may be invited to attend an event hosted by Sponsor to be held Spring, 2016 to receive the award.

The cash award will be awarded per winning Entry, not per Entrant or number of persons involved in the Entry.

All potential winners will be notified by the e-mail address provided in the Entry submission document and may be required to complete further documentation confirming their eligibility. Return of any notification as “undeliverable” may result in disqualification. After verification of eligibility, Awards will be distributed to the official representative specified in the winning Entry,

consistent with these Rules. That official representative will have sole responsibility for further distribution of any Awards funding among participants in a group Entry or within a company or institution that has submitted an Entry through that representative. Each Entrant receiving an Award for the PKN ORLEN Innovation Contest will be identified on the Website.

No assignment or transfer of any award is allowed by any winner. If a potential winner is unable to participate in or accept the award or any portion of the award for any reason, Sponsor shall have no further obligation to such potential winner. The Sponsor will not replace any lost or stolen awards after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of awards.

This is a contest of skill. Whether or not your Entry is determined as a Winner depends on how your Entry compares to the other Entries submitted in the Contest when evaluated based on the Judging Criteria. All cash awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the award.

Each Winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the Award.

#### **Waiver**

By entering the Contest, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.

#### **Governing law**

You agree that these terms and the relationship between you and the Sponsor shall be governed by the laws of Poland, and between you and the Administrator shall be governed by the laws of the United States of America.