

REGULATIONS

for participation in the Pre-incubation Program preparing start-ups for application to the ESA BIC Poland incubator

GLOSSARY of terms and abbreviations used in the Regulations:

1. **Agencja Rozwoju Przemysłu S.A.** based in Warsaw ("ARP") – the Organiser of the Pre-incubation Program.
2. **Applicant** – a natural person submitting an Application Form individually or as part of a Team to participate in the Pre-incubation Program via the online form provided by the Organiser.
3. **Application Form** – the form used to apply for participation in the Pre-incubation Program, submitted via the method specified by the Organiser.
4. **Idea** – a business concept submitted by a Team.
5. **Pre-incubation Participant** ("Participant") – a natural person accepted to participate in the Pre-incubation Program.
6. **Pre-incubation Program** ("Pre-incubation") – a series of business workshops designed to help Teams develop a business-oriented approach to their Ideas and prepare them for applying to the ESA BIC Poland incubation program.
7. **Subcontractor** – a person or entity performing tasks on behalf of ARP in the implementation of the Pre-incubation Program.
8. **Team** - a group of up to 4 people applying together in one Application Form, working on a single Idea.

§1. GENERAL PROVISIONS

1. These rules set out the principles for the implementation of and participation in the Pre-incubation.
2. The Pre-incubation is organised by the Industrial Development Agency (Agencja Rozwoju Przemysłu S.A.), hereinafter referred to as "ARP".
3. The main objective of the Pre-incubation is to prepare participants to apply for the call organised by ESA BIC Poland, aiming to select start-ups in the incubation process.
4. A detailed description of the Pre-incubation is available at www.esabic.pl.

§2. PRE-INCUBATION PROGRAM PARTICIPANTS

1. Participants of the Pre-incubation must be natural persons residing in the territory of the Republic of Poland, at least eighteen years old, with full legal capacity, and having an Idea for a product or service that is eligible for the incubation process at ESA BIC Poland.
2. Recruitment to participate in the Pre-incubation takes place according to the principles specified in § 4.
3. Participation in the Pre-incubation is subject to a fee of PLN 99 per participant, comprising PLN 80.49 net and 23% VAT (PLN 18.51).
4. A maximum of 10 Teams will be selected for participation.
5. Each Team may consist of a maximum of 4 Participants.
6. The recruitment of participants will be done respecting the principles of equal opportunity



and non-discrimination, including accessibility for people with disabilities and gender equality.

7. Application is submitted by a Team, but participation is granted to individual Participants forming that Team.
8. Each Participant is individually responsible for fulfilling obligations under these Regulations, including payment of the participation fee.
9. Failure of any Participant to meet the requirements set out in these Regulations, including payment or participation in the Pre-incubation activities, may result in exclusion of that Participant or, at the Organiser's discretion, the entire Team from the Pre-incubation.

§3. TERMS AND CONDITIONS OF PARTICIPATION IN THE PRE-INCUBATION PROGRAM

1. Participation in the Pre-incubation requires completing and submitting the Application Form in accordance with the rules specified in § 4.
2. Submission of the Application Form does not guarantee a place in the Pre-incubation. The Team shall be informed of the place reservation by e-mail from the Organiser upon acceptance of the application.
3. In case the place limit is exhausted, the Team may be placed on a reserve list.
4. Upon receiving confirmation of a reserved place, the Participant shall be obliged to pay the fee specified in § 2.3 of the Rules within 3 days of receiving the information. Payment details will be provided along with the reservation confirmation.
5. Failure by the Participant to make the due payment within the specified period shall result in cancellation of the place reservation.
6. Participants forming a Team are obliged to participate in all activities specified in § 4.3.
7. In the event of non-compliance with these Regulations, the Participant may be immediately removed from the Pre-incubation, in accordance with §2.9.
8. A Participant may withdraw from the Pre-incubation by sending a cancellation request by e-mail to the Organiser. Withdrawal of one Participant does not change the obligations of the other Participants in the same Team under these Regulations. The remaining Participants from that Team may continue in the Pre-incubation as a Team, with the Organiser's prior consent.
9. In the event of withdrawal, the Participant is entitled to a refund of the fee paid for the Pre-incubation after deduction of the costs related to the preparation and organisation of the Pre-incubation, with the amount of the deduction being - 50% - if the cancellation is submitted from 5 days before the commencement of the Pre-incubation until the date of commencement of the Pre-incubation. No refund will be made after the Pre-incubation has commenced.

§4. IMPLEMENTATION OF PRE-INCUBATION PROGRAM

1. Recruitment of Participants:
 - a) The Application Form should be submitted via the online form provided by the Organiser **by 30 August 2026** (end of day);
 - b) The Application Form is provided in **Appendix No 3** for reference only;
 - c) Submission of the Application Form is tantamount to accepting the Regulations and applying for participation under the terms and conditions specified in these Regulations.
2. Evaluation and selection of Participants by the Organiser:



- a) The Application Form will be assessed formally by the Organiser;
- b) It is required that the submitted idea has a visible connection to space technologies and the evaluation of this element will be based on the main features of the submitted idea, failure to demonstrate a link between the idea and space technologies will result in rejection of the application;
- c) In the case of other formal deficiencies besides those mentioned in point b), the Organiser will call upon the Applicant to supplement them within 2 working days from the date of receiving the call from the Organiser;
- d) Failure by the Applicant to submit the supplementary information results in rejection of the Application Form on formal grounds;
- e) In order to clarify any doubts and gain additional knowledge facilitating the evaluation of the Application Form, a representative of the Organiser will contact the Applicant by phone or e-mail;
- f) The substantive evaluation of applications is carried out based on the following criteria and according to the following scoring system:

Criterion	Range of points
Technological innovation of the idea	0-3
Team	0-3
Customers' needs	0-3
Compliance with ESA BIC Poland recruitment criteria	0-3

- g) Evaluation of Application Forms will be carried out by the evaluation panel consisting of representatives of ESA BIC Poland, i.e. representatives of Agencja Rozwoju Przemysłu S.A., Rzeszowska Agencja Rozwoju Regionalnego S.A., Fundacja Przedsiębiorczości Technologicznej and Pomorska Specjalna Strefa Ekonomiczna;
 - h) The Organiser reserves the right to grant access to the Application Forms to selected experts for the purpose of evaluation. Experts are obliged to maintain confidentiality and use the provided information solely for assessment purposes.
 - i) The Organiser will inform the Applicants about the evaluation result by e-mail;
 - j) The Organiser does not provide information about the number of points an Idea has received;
 - k) The results are final and not subject to appeal.
3. Framework programme of the Pre-incubation:
- a) Introduction (online)
 - b) From Team to Market (online)
 - c) Go-to-Market Strategy & Financial Model
 - d) Technology Roadmap & IP Strategy (online)
 - e) From Application to Pitch (online)
 - f) Pre-incubation summary (online)
 - g) Bootcamp Final (on-site)
4. The Pre-incubation will be conducted in English. If all participants are Polish speakers, conducting part of the Pre-incubation in Polish may be considered.
5. The Organiser reserves the right to cancel the Pre-incubation in case of recruitment problems. In such case, Participants will be informed without delay and any fees paid will



be fully refunded. The Organiser shall not be responsible for any additional costs incurred by Participants in connection with the planned participation in the Pre-incubation.

6. The pre-incubation workshop part, apart from the final, will be conducted online using web platforms or web applications for remote communication.
7. The Organiser is not responsible for the choice of platform made by Subcontractors.
8. The pre-incubation finale will be organized on-site, in Warsaw. The exact venue for pre-incubation final will be announced 5 days before the Pre-incubation.
9. Photos may be taken during the Pre-incubation finale to document and promote the Pre-incubation, subject to the Participant's consent referred to in §6.4..

§5. INTELLECTUAL PROPERTY RIGHTS

1. Participants guarantee that they are the sole authors and originators of the Ideas submitted.
2. Participants retain intellectual property rights to the projects developed during the Pre-incubation, in particular to dispose of and sell them freely.
3. Participants are obliged to keep confidential all information concerning other Participants' Ideas that they learn about while taking part in the Pre-incubation.

§6. PERSONAL DATA PROTECTION

1. The Organiser will process the Participants' personal data (name, surname, e-mail address, telephone number, address of residence) for purposes related to the organisation and conduct of the Pre-incubation, including sending information on the results of the evaluation of the presented Idea, organisational information and providing educational and promotional materials, after the completion of the Pre-incubation to the previously indicated e-mail address.
2. The Organiser will share the Participants' personal data with Subcontractors in order to properly carry out the activities of the Pre-incubation, including checking the attendance list. Participants have the right to inspect and change their personal data.
3. By using video conferencing tools, Participants acknowledge that their image may be visible to other Pre-incubation Participants, in accordance with the privacy policy of the platform used.
4. The Organiser is entitled to use the Participant's image (including its dissemination) based on the Participant's voluntary consent expressed in the statement, a template of which is attached as **Appendix No. 2** to the Regulations.
5. Detailed information on the processing of personal data can be found in **Appendix No.1** to the Regulations.

§7. VAT INVOICE

1. The Participant is entitled to receive an invoice for the Pre-incubation preparing start-ups for application to the ESA BIC Poland incubator.
2. The date of payment is considered to be the date of receipt of funds into the Organiser's bank account.
3. Invoices are issued at the premises of the Organiser upon request of the Participant, the Organiser sends invoices by post to the address indicated by the Participant.

§8. FINAL PROVISIONS

1. The Organiser reserves the right to amend these Regulations only for important reasons,



including, in particular, changes in the provisions of law or in the scope of the Organiser's activities.

2. The Regulations, along with any amendments, shall be valid from the moment they are posted on the Organiser's website.

§9. LIMITATION OF LIABILITY

1. The Organiser does not guarantee any specific results from participation in the Pre-incubation, including acceptance into the ESA BIC Poland incubation program or any business success of the Participant.
2. The Organiser shall not be responsible for any decisions made by Participants based on information, advice or recommendations provided during the Pre-incubation, including those given by Subcontractors or external experts.
3. To the extent permitted by law, the Organiser shall not be liable for damages resulting from participation in the Pre-incubation.

Annexes:

1. Information on the Processing of Personal Data by ARP
2. Consent For Release of Image
3. Application Form template

Appendix No. 2 to the Regulations

Consent for sharing my image

I voluntarily consent to the use of my image (including its dissemination on the Administrator's official website and social media), for the purpose of promoting the Pre-incubation Program and ESA BIC Poland, in accordance with Article 6(1)(a) of GDPR.

The consent is granted free of charge and for an indefinite period, unless withdrawn.

Appendix No. 3 to the Regulations

**Pre-incubation Program to prepare start-ups for application to the
ESA BIC Poland incubator**

APPLICATION FORM

1. NAME OF THE PROJECT

2. NAME OF THE TEAM/COMPANY

3. GOAL OF THE PROJECT *(3 sentences maximum)*

4. PARTICIPANTS' PERSONAL DATA *(max. 4 people)*

No.	Name and surname	E-mail	Telephone number	Address of residence
1				
2				
3				
4				

5. PREFERRED LOCATION OF INCUBATION *(Please select your preferred location by crossing out the one you do not choose)*

Warsaw

Rzeszow

5. DESCRIPTION OF THE IDEA *(max. 3.000 characters)*



Please describe the idea from both a technological and business point of view. The innovativeness of the idea should be described precisely, the current level of the project development should be presented very concisely (work done, possible TRL level)

6. SPACE CONNECTION (max. 2.000 characters)

Describe which space technology or system you are using for your product or service. Provide evidence that you have access to this technology. Provide a more extensive description of how precisely you are integrating the space technology or system into your product or service.

We recommend filling out the Space Connection Assessment form

6. DESCRIPTION OF THE TEAM (max. 2.000 characters)

Briefly introduce the team members, indicate the tasks and areas for which they are responsible, their educational background and previous work experience

7. BENEFITS OF INCUBATION IN ESA BIC POLAND (max. 2.000 characters)

Please describe how the team intends to use the support offered by the ESA BIC Poland incubator: financial, technological, business and legal. Details of the support offered are available at www.esabic.pl

Appendix No. 1 to the Regulations

NOTICE ON THE PROCESSING OF IDA PERSONAL DATA

Personal data administrator:

We would like to inform you that the administrator of the personal data of the workshop participants is Industrial Development Agency S.A. with its registered office in Warsaw KRS: 0000037957, NIP: 5260300204, REGON: 006746410 (hereinafter "ARP").

ARP can be contacted by phone at (+48) 22 695 36 00, by e-mail at poczta@arp.pl and by post at Industrial Development Agency S.A., ul. Nowy Świat 6/12, 00-400 Warszawa, Centrum Bankowo Finansowe - entrance "C".

Data Protection Officer:

ARP has appointed a Data Protection Officer as referred to in Articles 37-39 of the GDPR. Contact details of the Data Protection Officer at ARP: iod@arp.pl, Agencja Rozwoju Przemysłu S.A., 00-400 Warszawa, ul. Nowy Świat 6/12 Centrum Bankowo Finansowe - entrance 'C'.

The DPO can be contacted on all matters relating to the processing of your personal data by Subcontractors and your exercise of your rights in relation to the relating to the processing of your personal data.

However, the tasks of the DPO do not include other matters, such as providing information about workshops organised by ARP S.A. (ARP)

Purposes and legal grounds for data processing

Your personal data will be processed to:

1. use of the Participant's image (including its dissemination on the Administrator's official website and social media) for the purpose of promoting the Pre-incubation Program and ESA BIC Poland, in accordance with the voluntarily given consent (Art. 6(1)(a) of GDPR);
2. register the Participant of the Pre-incubation Program, for the proper conduct of the Pre-incubation Program, in relation to the civil law contract created between the Participant and the Administrator (art. 6(1)(b) of GDPR);
3. fulfil legal requirements by ARP, in particular tax, accounting and archiving (legal basis under Article 6(1)(c) of GDPR);
4. fulfil the legitimate interests of ARP as an administrator which are, inter alia, the proper execution of the concluded Agreement, as well as the establishment, investigation and defence against possible claims (Article 6(1)(f) of the GDPR).

Personal data may also be processed on the basis of your voluntary consent to process your personal data (where applicable you will be asked to give your consent), the basis for processing your personal data will be Article 6(1)(a) of the GDPR.



You can withdraw your consent at any time by, among other things, sending an email to: iod@arp.pl. We remind you that the withdrawal of consent does not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal.

Data retention period

Your personal data will be processed for the period necessary to fulfil the intended purposes and depending on the specific purpose may be kept:

- for the duration of the Pre-incubation Program;
- until the purpose indicated in your consent to processing has been fulfilled or your consent to processing has been withdrawn.

Recipients of data

Access to your personal data will be granted to authorised employees, associates - ARP employees and Subcontractors who need to process your data in connection with connection with their official tasks.

Recipients of your data may also be entities to whom, on the basis of a contract of entrustment of personal data processing, the controller will commission the performance of specific activities which involve the need to process personal data.

The personal data will not be transferred to a third country (understood as a country outside the European Economic Area, EEA) or an international organisation within the meaning of the GDPR.

Rights in relation to data processing

We guarantee the exercise of all your rights under the terms of the GDPR i.e. the right to:

- access to your data and to receive a copy of your data;
- rectify (amend) your personal data;
- restrict the processing of your personal data;
- withdraw your consent at any time;
- have your personal data erased (subject to Article 17(3) of the RODO);
- lodge a complaint with the President of the Data Protection Authority if you consider that the processing of your personal data violates the data protection laws.

Obligation to provide data and consequence of failure to provide data

The provision data is necessary to achieve the intended purposes. Failure to provide data may hinder your ability to benefit from the Pre-incubation Program. The provision of other data (e.g. collected on the basis of processing consent) that is not necessary is voluntary.