

## STATUTE ESET ESSAY COMPETITION

### Preamble

The ESET Foundation, in cooperation with ESET, spol. s r. o., in the effort to enhance scientists' motivation to achieve scientific results of international significance, decided to introduce a prestigious essay writing competition - **ESET Essay Competition** (the "**Competition**")

### ART. 1

#### Organisers

**Nadácia ESET**, with its registered seat at Einsteinova 24, 851 01 Bratislava – Petržalka, Identification number: 42258910, registered as a foundation by the Ministry of Interior of the Slovak Republic under file number: 203/Na-2002/1013 (the "**ESET Foundation**"); and

**ESET, spol. s r.o.**, with its registered seat at Einsteinova 24, 851 01 Bratislava, Identification number: 31 333 532, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, file number: 3586/B (the "**ESET**").

### ART. 2

#### Scope of the Competition

1. The scope of the Competition is to create an essay on the following theme:

##### **Is science the solution to everything?**

**Where should humankind invest its resources and why? Is it in search for answers to fundamental questions about the Universe or rather in an attempt to save our civilisation from soon becoming extinct?**

2. Even though the theme of the essay is broad, the authors are asked to keep the focus of their work on the main theme and not to divert into subjects that have only marginal overlap with the main theme.
3. The essay shall be original and innovative. The content of the essay must push forward understanding of the topic in a fresh way or with a new perspective.
4. The essay shall be technically correct, rigorously argued, well and clearly written, so that it is comprehensible and enjoyable to read to a diverse, educated but non-specialist audience.

5. The essay must not contain defamatory, obscene, offensive, or any other unsuitable material; the organisers reserve the right to disqualify any essays containing such matter.
6. A written essay is the only literary form accepted (no poems, plays, songs, etc.). To learn more about how to write an essay, please read [Essay Structure | \(harvard.edu\)](https://www.harvard.edu)
7. The essay must be written in English language.
8. The essay shall not be longer than 3,600 characters (including spaces).
9. Only one essay may be submitted into the Competition by each contestant. Entries via third parties and automated entries are not permitted.
10. The submitted essay must be own original creation of the contestant created solely by the author for the purposes of the Competition and must not infringe the rights of any other party. Research, writing, and editing must be done solely by the contestant. The submitted essay must be substantially different from any previously published piece by the author.
11. Entries not submitted in accordance with these terms and all other rules and directions given by the organisers, or entries that are incomplete or illegible (as determined at the sole discretion of the organisers) will not be eligible.
12. The contestants chosen by the panel of judges (please see Article 6, Section 3 of this Statute below) will be asked by the organisers to solely produce a short original video presentation of their essay. These selected contestants will be obliged to solely produce and submit the short original video presentations of their essay in accordance with the instructions of the organisers.

### ART. 3

#### Eligibility Criteria

1. The Competition is open to any natural person at least 16 years old at the date of essay submission and with temporary or permanent residence in the Slovak Republic. The organisers may require the contestants to provide the proof that they are eligible to enter the Competition.
2. If you are under the age of 18, you must obtain written parental or guardian consent to enter and to claim your prize. The organisers may ask the winner to provide proof of age and/or parental consent.

### ART. 4

#### Submission

1. The essays must be submitted by 11.59 pm (Central European Time), September 20, 2021. Late entries will not be accepted. Only the essays that are duly received by the closing date will be eligible for the Competition.

2. The essays must be submitted electronically via the online form at <https://www.esetscienceaward.sk/en/contest>
3. The essays must be in PDF format.
4. The entries must include a cover sheet with the contestant's full name, date of birth, address, occupation, email address, and phone number.
5. The entries cannot be returned so please remember to retain a copy.

## ART. 5 Prizes

1. The main prize for the selected one winner will be **an invitation to a celebratory gala event – ESET Science Award 2021**, which will take place on October 16, 2021 in Bratislava, Slovak Republic, and which will include a **meet and greet with Mr. Kip Thorne**.
2. The winner shall be responsible for ensuring that he/she is available for the celebratory gala event and he or she is solely responsible for ensuring his/her travel to and from the celebratory gala event. The winner shall be also solely responsible for ensuring that he/she complies with all the COVID-19 and other public health related restrictions as may be in force with respect to his/her traveling and participation at the relevant event. In addition, the winner must comply with all organisational instructions and rules of the organisers. If the winner is under 18 years of age at the time of the relevant event, then a person with parental responsibility or some other responsible adult must accompany the winner at the relevant event. The person accompanying the winner has the same level of responsibility and must comply to the same terms and conditions as the winner.
3. The winner of the main prize will also receive a **financial prize in the amount of EUR 1,000**. The financial prize is not bound to any particular purpose.
4. Besides the above described main and financial prize for the selected winner, each eligible essay submitted to the Competition will be **automatically included in random draw for one financial prize in the amount of EUR 1,000**. The financial prize is not bound to any particular purpose.
5. The prizes do not include any items other than those expressly stated. They do not include, for example, insurance costs, the costs of transfers, food and drink other than meals provided by the organisers, taxes or personal expenses. For the avoidance of any possible doubt, the prizes do not include any additional expenses related to COVID-19 restrictions (for example costs of tests, accommodation during self-isolation and quarantine). Any such costs, or other costs related to the fulfilment of the prizes, are the responsibility of the winners.
6. The non-monetary part of the main prize (invitation to the celebratory gala event) has a value of 84 EUR and constitutes taxable income under § 8 Sec. 1 letter i) of the aforementioned Slovak Income Tax Act Nr. 595/2003 Coll. as amended. This amount is under § 9 Sec. 2 letter m) of the aforementioned Act up to 350 EUR tax exempt. The financial prize of the main winner constitute taxable income under § 8 Sec. 1 letter j) of the aforementioned Act, whereby the amount not exceeding

266 EUR (350 EUR – 84 EUR) in line with § 9 Sec. 2 letter m) of the aforementioned Act is tax exempt. The Organiser is under § 43 Sec. 3 letter d) of the aforementioned Act required to withhold a 19% withholding tax of the taxable amount and the winner will receive an amount reduced by the applied withholding tax of 139,46 EUR. The winner of the main prize has therefore no tax obligations.

7. The financial prize of the random draw constitute taxable income under § 8 Sec. 1 letter j) of the Slovak Income Tax Act, whereby the amount not exceeding 350 EUR in line with § 9 Sec. 2 letter m) of the aforementioned Act is tax exempt. The Organiser is under § 43 Sec. 3 letter d) of the aforementioned Act required to withhold a 19% withholding tax of the taxable amount and the winner will receive an amount reduced by the applied withholding tax of 123,50 EUR. The winner of the random draw has therefore no tax obligations.
8. Instead of the invitation to the celebratory gala event and meet and greet with Mr. Kip Thorne in person, the organisers may choose at their free discretion to provide the winner with an alternative main prize (for example, with respect to the COVID-19 and other public health related restrictions, the organisers may choose to organise an alternative online meeting with Mr. Kip Thorne).
9. There is no alternative prize to the financial prizes. Prizes are not transferable.

## ART. 6

### Judging

1. Any submissions that do not comply with the eligibility criteria and submission guidelines will not be considered. These attributes will be reviewed by the project coordinators who will proceed the eligible essays to a judging panel.
2. A judging panel of at least three people will be established, comprising a number of scientist as well as other persons.
3. The panel of judges will evaluate the submitted essays mostly based on the criteria provided above in Article 2, Section 3 and Section 4 of these Terms and select up to five essays.
4. The essays selected by the panel of judges together with their video presentations (please see Article 2, Section 12 of these Terms above) will then be presented to the chairman of the jury, Mr. Kip Thorne, who will select the winner of the main prize.
5. The decisions of the judging panel and/or the chairman of the jury is final, and at their sole discretion. No correspondence or discussion will be entered into by the organisers in relation to these decisions.
6. Winner of the main prize and winner of the random draw will be announced on **October 1, 2021** at the following **webpage**: <https://www.esetscienceaward.sk/en/contest>
7. The organisers will make all reasonable efforts to contact the winners.

**ART. 7****Subsequent communication and media coverage**

1. Each author of the essay retains the copyright in their submitted essay and/or in their submitted video presentation of the essay but grants to the ESET Foundation, ESET, their affiliated entities, and/or their medial partners an irrevocable, perpetual, worldwide, non-exclusive, royalty-free licence to publish, broadcast (across all media) post or otherwise use the essay and/or the video presentation of the essay in the online (e.g. websites and social networks) and offline environment (e.g. print media).
2. By submitting an essay and/or its video presentation, the author agrees that ESET Foundation, ESET, their affiliated entities, and/or their medial partners may at their sole discretion edit, adapt, abridge, or translate the submitted essay and/or the submitted video presentation of the essay.
3. The author of the submitted essay and/or of the submitted video presentation of the essay grants permission to ESET Foundation, ESET, their affiliated entities, and/or their medial partners to use their name, picture, video, likeness, biographical information, and statements for promotional purposes without additional compensation, in all media (online and offline) worldwide, without notice, review, or approval.

**ART. 8****Personal data processing**

1. By entering the Competition and agreeing to this Statute, you acknowledge that ESET and ESET Foundation may process your personal data in compliance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**GDPR**”) and this Statute.
2. If you enter the Competition, ESET and ESET Foundation may process your personal data in the following ways:
  - a. Personal data that is part of essay submission forms and any corresponding documentation may be processed for the purposes of securing the handling and registration of the submissions, assessment by the judges, communication of the results and handover of the Competition prize, including for organisation of the celebratory gala event. This data is necessary for the performance of the Competition and their provision is therefore a contractual condition.
  - b. Your name, basic information provided during the submission, picture of you, and video created in the context of the Competition may be processed for the purpose of commercial, marketing and mass media communication pertaining to promotion of the Competition and of ESET Science Award. The processing of this data is carried out based on our legitimate interest in promoting the Competition, ESET Foundation/ESET and its activities.
  - c. The data specified above may be processed based on our legitimate interest to create an informal group of former Competition participants, for their potential involvement in future ESET Science Awards as nominees or evaluators, or for other cooperation pertaining to the ESET Science Award or other ESET Foundation activities
3. If you take part in one of the events we organise, the following applies to You:
  - a. During an event we organise, photographs or audiovisual footage may be created for marketing purposes and for television broadcasting/other media coverage of the event, based on our legitimate interest to promote the event and other activities of ESET Foundation/ESET.
  - b. If deemed necessary to ensure the health and safety of the event participants, access to the event may be subject to presenting a vaccination certificate or a negative COVID-19 test along

with your ID, based on our legal obligations arising from the relevant provisions of the Public Health Authority of the Slovak Republic and other legal regulations. In these circumstances, processing of the related information will be necessary for reasons of substantial public interest, namely the protection of your (the Data subject's) health and the health of the other event participants. In order to be admitted to the event, a negative test result or data on your vaccination may need to be shown and recorded along with your basic identification data. The ESET Foundation will store this data only for the period of time required by law and will be only processed by our trusted partners. We will not provide this data to any third parties, except where we are obliged to do so by law.

4. In performing our activities, ESET and ESET Foundation pay attention to the privacy of the personal data of our applicants. Your data will be only provided to or processed by the following contractual partners: banks processing the prize payment for a successful applicant; the Competition evaluators; media partners, agencies or contractors engaged to assist with the organisation or promotion of the Competition and related events or activities, and parties legally authorised to request personal data, and in every case only to the extent necessary to fulfil a purpose of a particular processing.
5. ESET and ESET Foundation process and store your data only for the period necessary to fulfil the purpose for which it was obtained. When it comes to data pertaining to payments, the retention period will be defined by applicable laws to meet the archiving obligations imposed by special legislation (e.g. legislation governing accounting obligations and similar).
6. In accordance with the GDPR, and within the scope therein specified, you as the Data subject have the right to request from ESET and ESET Foundation access to your personal data, the right to rectification or erasure, limitation of processing, and the right to object to processing, as well as the right to data portability. You can exercise these rights by filing a request with the ESET Foundation. Every Data subject has the right to lodge a complaint with a supervisory authority, namely the Office for Personal Data Protection of the Slovak Republic.
7. Should you have any questions or should you wish to exercise your rights as a Data subject, you can write to: ESET Foundation, Einsteinova 24, 851 01 Bratislava, Slovak Republic, or send an e-mail to: nadacia@eset.sk.

## ART. 9 Liability

1. ESET Foundation and/or ESET as organisers of the Competition are not liable for any damage, loss, or disappointment suffered by you in relation to taking part or not being able to take part in this Competition, or in relation to your prize or from being unable to claim your prize in this Competition.

## ART. 10 Final provisions

1. By entering the Competition, you agree to the terms and conditions of this Statute. If you do not agree to any term or condition of this Statute, you may not enter the Competition.
2. The organisers reserve the right to change this Statute at any time. In the event of serious circumstances, the organisers may cancel the Competition without any prior notice. The change of this Statute or notification on cancellation of the Competition shall be announced at the following webpage: <https://www.esetscienceaward.sk/en/contest>.

3. This Statute and the Competition are governed by the laws of the Slovak Republic.
4. Any disputes and disagreements arising out of this Statute or in connection with the Competition shall be finally settled before the courts of the Slovak Republic.
5. This Statute comes into force on August 30, 2021.