



Article 1. Terms and Definitions

1. **Organizer** means the Project organizer being Mobile TeleSystems Public Joint Stock Company registered in accordance with the current legislation of the Russian Federation, primary state registration number 1027700149124, located at: 4 Marksistskaya Str., 109147 Moscow, Russian Federation.
2. **“5G Incubator MTS” Project (Project)** means a program for selecting and developing talented specialists and teams, as well as commercially promising Products in the field of information technology using the 5G generation network provided by the Organizer for conducting scientific, research, developmental, experimental and design work within the pilot area of the Site for potential further commercial cooperation, carried out by the Organizer in the manner and on the terms determined by the Rules. The Project is not a tender within the meaning of Article 447 of the Civil Code of the Russian Federation, a public tender or a public promise of an award within the meaning of chapters 56–57 of the Civil Code of the Russian Federation.
3. **Site** means a premise belonging to the Organizer, access to which is granted to the Residents in the manner and subject to the Rules.
4. **Applicant** means a capable individual who has reached the age of eighteen and who is not an employee of the Organizer or its affiliates, in respect of whom no bankruptcy procedure was been initiated; or a Team; or an individual entrepreneur, a legal entity in respect of which no bankruptcy procedure was initiated. Participation in the Project is not related to the satisfaction of personal, family and household needs of the Applicant.
5. **Resident** means those Applicants who were invited by the Organizer to participate in the Project.
6. **Team** means a group of individuals jointly participating in the Project and identifying themselves as a single team for the purpose of participating in the Project. In the case of filing an application on behalf of the Team, when submitting the application, the Applicant shall indicate an authorized representative who will be the person authorized to receive notifications, requests from the Organizer and provide data in case any payments are made to the Resident.
7. **Product** means a technical solution (development) (at any readiness stage), with which an Applicant submits an application for participation in the Project for further development (revision) of the Product.
8. **Idea** means a presentation, a concept of a future Product, with which the Applicant submits an application for participation in the Project to further create a prototype of such a Product.
9. **Pitch Session** means a series of short presentations by the Residents with a brief structured Product presentation.
10. **DemoDay** means a series of short performances by Residents with a brief structured presentation of the Product and the test results in the course of the Project.
11. **Organizer’s Website** means a website located at <https://5g.startup.mts.ru/>.
12. **Resident Location** means the space on the Site equipped by the Organizer and meant to arrange participation of the Residents in the Project.
13. **Applicant’s Questionnaire** means a special document containing information about the Applicant that is used by the Organizer to conduct a preliminary check of the Applicant before participating in the 5G Incubator MTS Project.

Article 2. General Provisions

1. The Rules for Participation in the 5G Incubator MTS Project (hereinafter referred to as the **“Rules”**) govern the relations between the Organizer and the Applicant/Resident arising in connection with conducting the Project and the participation of the Applicant/Resident in it.
2. In order to participate in the Project, the Applicant shall submit an application on the Organizer’s Website containing a description of the Product/Idea in the form of a presentation ranging from 5 (five) to 30 (thirty) slides, as well as the Applicant’s Questionnaire filled in. The presentation shall contain the details to evaluate the Product/Idea: terms of reference and customers, description of the Product, rationale for using 5G networks to develop/refine/test a software solution, business attractiveness for the Organizer, description of the Team, sales markets, business stage, investment. Additional materials can be attached to the application in PPTX, PDF, DOC formats. The total size of the attached materials shall not exceed 25 MB.

3. Prior to submitting the Application, the Applicant shall familiarize themselves with the Rules for Participation in the 5G Incubator MTS Project, the Privacy Policy and the Cookies Processing Policy posted on the Organizer's website, and express their consent with the Rules for Participation in the 5G Incubator MTS Project, the Privacy Policy and the Cookies Processing Policy by confirming and submitting their application on the Organizer's Website.
4. All materials and information provided as part of the application, as well as the Product/Idea itself, shall comply with the requirements of the legislation of the Russian Federation and other laws applicable to the Product/Idea or the Applicant/Resident, including the Federal Law No. 149-FZ "On Information, Information Technology and Information Security" dated July 27, 2007 and the Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006.
5. The Applicant guarantees that information and materials presented in the application are not confidential or protected by the trade secret mode, or that a permission to disclose the information and materials presented in the application has been duly obtained.
6. Upon receipt of the application, the Organizer checks its compliance with the requirements of the Rules and also assesses the possibility of potential implementation of the Product/Idea.
7. The Organizer notifies the Applicant that he/she has passed the selection for assignment of the Resident status and is entitled to request additional materials, information about the Product/Idea and the Applicant in order to verify the information provided by the Applicant.
8. The Applicant agrees to receive the Resident status by sending the Organizer a completed questionnaire (according to the form of Appendix No. 6 "Participant's Questionnaire") to verify information about the Applicant within 5 (five) business days upon receipt of the notification from the Organizer.
9. The Organizer shall make the decision on assigning the Resident status to the Applicant at its discretion based on the results of verification of the Applicant information and notify the Applicant on assignment of the Resident status.
10. The Applicant may refuse to participate in the Project, including in case of having been granted the Resident status, by notifying the Organizer in the manner set out by article 8 of the Rules.

Article 3. Residency

1. In the course of participation in the Project, a Resident engaging and/or with the help of the Organizer develops a concept for developing the Product (improvements)/Product prototype based on the Idea, a concept for the implementation of the Product/Product prototype based on the Idea, a business strategy for launching and selling the Product/Product prototype based on the Idea.
2. The Resident is granted the right to access the Site as per the Rules. The Organizer is entitled to provide the Residents with equipment, consumables for participating in the Project, as evidenced by the Certificate of Transfer and Acceptance, as well as the Resident Location on the Site.
3. The Resident is entitled to test the Product being developed/finalized within the Project, to create a Product prototype based on the Idea using the 5G network provided by the Organizer for conducting scientific, research, developmental, experimental and design work within the pilot area of the Site.
4. The Resident shall not use the 5G network provided by the Organizer to perform any actions contradicting the current legislation or violating the rights of third parties, including actions aimed at disrupting the normal functioning of the 5G network. In case of non-compliance with the requirements of this clause, the Organizer is entitled to exclude the Resident from the Project.
5. The Resident shall prepare a presentation demonstrating the Product/Idea for the Pitch Session.
6. Following the results of the Resident's presentation at the Pitch Session, the Organizer may offer the Resident further cooperation, within which the Resident shall provide the Organizer with a test report, demonstrate the results of the development and testing of their Product, the Product prototype based on the Idea, and also speak on DemoDay, if the Organizer invites them.
7. The test report shall contain the following:
 - brief description of the Product/Product prototype based on the Idea, including its name and main functions;
 - description of the test scope, including the scenario of using the Product/Product prototype based on the Idea, measured metrics and expected values;
 - test results: compliance of the expected metrics with the actual ones, comparison of characteristics of the Product/Product prototype based on Idea with and without 5G (if applicable);

- presentation materials: test videos, photos that clearly demonstrate the operation of the Product/Product prototype based on the Idea following the scenario.
8. Participation in the Project shall not be the basis for transferring any rights to the Product/Product prototype based on the Idea or other intellectual activity results that may be created during the Project from the Applicant/Resident to the Organizer, unless otherwise agreed by the Organizer and the Applicant/Resident.
 9. Participation in the Project does not entitle the Applicant/Resident in any way to use trade marks, company names, trade names or other intellectual activity results, the exclusive rightsholder of which is the Organizer and (or) their affiliates, unless otherwise agreed by the Organizer and the Applicant/Resident.
 10. The Applicant/Resident agrees to the use by the Organizer of any information and materials provided by the Applicant/Resident, including information about the Applicant/Resident, its company name, photo and video materials made within the Project, including by posting on the Organizer's Website on the Internet, in advertising and PR materials, for informing about the Project and its results by expressing consent to the terms hereof.
 11. The Organizer shall be entitled to take photos and videos of the representatives of the Applicant/Resident during face-to-face events, post such photos and videos on the Organizer's Website, as well as in other sources, including the Organizer's printed materials and in the official communities of the Organizer on social media.
 12. The Applicant/Resident shall ensure getting the consent from all individuals being the Team members to receive payments through the authorized representative and to provide the specified consent upon request of the Organizer in case of payment carried out by it.

Article 4. Procedure for Using the Site

- 4.1. After assigning the Resident status, the Organizer shall provide the Resident with access to the Site, as well as with the consumables and equipment necessary for participating in the Project.
- 4.2. The Residents admitted by the Organizer to the Site shall comply with the following requirements:
 - 4.2.1. not to transfer the pass issued by the Organizer for accessing the Site to any third parties;
 - 4.2.2. to comply with the visit/operation mode on the Site, as well as with the rules of conduct on the Site and the fire safety rules approved by the Site owner or proprietary;
 - 4.2.3. not to be on the Site under the influence of alcohol or drugs;
 - 4.2.4. not to bring drinks and food for their consumption in the Site territory, except for specially designated places, if any;
 - 4.2.5. to comply with the business conduct standards and respect the representatives of the Organizer and other persons present at the Site;
 - 4.2.6. to ensure safety of the equipment received from the Organizer for operation within the Project;
 - 4.2.7. not to smoke in the territory of the Organizer, including the Site, except for specially designated places, if any.
- 4.3. If any equipment is received from the Organizer to participate in the Project, the Resident agrees to return the equipment to the Organizer in proper working condition within the terms agreed upon by the Parties, which is confirmed by the execution of the Certificate for Equipment Return. In the event of equipment loss or collapse, the Resident shall reimburse the Organizer the cost of such equipment specified in the Certificate. In case of equipment damage, the Resident shall reimburse the Organizer such damage.
- 4.4. If the Resident is an individual or a Team, each individual who is a member of the Team shall be independently responsible for undergoing the necessary safety training, as well as familiarization with the rules on electrical and fire safety approved by the Site owner or proprietary.
- 4.5. If the Resident is a legal entity or an individual entrepreneur, the Resident shall conduct for the employees who have been granted access to the Site the necessary safety training, electrical and fire safety briefings and guarantees to the Organizer that the necessary safety training, electrical and fire safety briefings have been carried out prior to granting the access to the Site.
- 4.6. The Resident shall immediately notify the Organizer of all incidents, emergencies and accidents that occurred on the Site during the Resident's participation in the Project.
- 4.7. During the Product testing, the Organizer is entitled to provide the Resident with organizational, technical and other support, including consultations, meetings, master classes and other events according to the schedule approved by the Organizer.

Article 5. Liability of the Organizer and the Applicant/Resident

1. In case a third party files any demands, complaints and (or) lawsuits against the Applicant/Resident, including those arising in connection with the unlawful use by the Applicant/Resident of any results of intellectual activity in the course of participation or in connection with participation in the Project, the Applicant/Resident agrees to settle these demands and claims on their own and at their own expense.
2. In case a third party files any demands, complaints and (or) lawsuits against the Organizer, including those arising in connection with the unlawful use by the Applicant/Resident of any results of intellectual activity in the course of participation or in connection with participation in the Project, the Applicant/Resident agrees to settle the claims and demands at their own expense and to reimburse the expenses of the Organizer for the settlement of these demands within 10 (ten) calendar days upon receipt of the Organizer's requirement for reimbursement of expenses.
3. The Organizer shall not be liable for any losses of the Applicant/Resident related to filing the application or participation in the Project, including those related to any changes made by the Organizer, with the suspension or cancellation of the Project conduct, exclusion of the Applicant/Resident from participation in the Project, as well as for any damage (direct or indirect) and any losses incurred by the Applicant/Resident in connection with the use of the 5G network provided by the Organizer arising, inter alia, due to termination of work, computer malfunction, issues with the Internet access or improper 5G network operation, or any other commercial losses or damages, as well as partial or complete loss of any information of the Applicant/Resident related to the use or inability to use the 5G network, including in case of preliminary notifications by the Applicant/Resident about the possibility of such damage, or subject to any lawsuit filed by a third party.
4. Neither shall the Organizer be liable to the Applicant/Resident in case of force majeure circumstances (force majeure), including floods, fires, acts of God, epidemics and other circumstances recognized as force majeure circumstances in accordance with the legislation of the Russian Federation and applicable international law standards, as well as in the event of such circumstances as:
 - resolutions adopted by public authorities that influence the holding of the Project,
 - changes in the current legislation of the Russian Federation, affecting the Project implementation,
 - failure of the operators/providers of mobile communication or the Internet, which impedes the Project conduct.

Article 6. Processing of Personal Data

1. Provision by the Applicant/Resident of their personal data to the Organizer is a specific, voluntary, informed and conscious consent of the Applicant/Resident to processing by the Organizer of their personal data on the conditions set out hereby.
2. By submitting the personal data of its representative, the Applicant confirms that, in a proper manner, in accordance with the Federal Law "On Personal Data", it has received from its representative the proper consent to the processing of such personal data for the purposes established by these Rules.
3. As part of the Project, the Organizer shall process the personal data of the Applicants/Applicant's Representatives/Residents including collection, recording, systematization, accumulation, storage, clarification, extraction, use, transfer, anonymization, blocking, deletion, destruction of the personal data solely for the purposes related to holding the Project, both using automation tools and without them.
4. The processed personal data of the Applicant/Applicant's Representative/Resident include: last name, first name, patronymic, date of birth, citizenship, registration address, passport series and number, date of issue, name of the issuing authority and unit code, e-mail address, contact phone number, TIN, information on whether the Applicant/Applicant's Representative/Resident is a tax resident of Russia, unless the Applicant/Applicant's Representative/Resident and the Organizer agreed otherwise.
5. The Organizer shall process the personal data of individuals received from the Applicant/Resident during the Project term in order to implement the Project.

6. The personal data subject is entitled to withdraw consent to the processing of his/her personal data at any time by sending a written notification to the Organizer. If the personal data subject withdraws his/her consent to the personal data processing, the Organizer is entitled to continue processing his/her personal data without their consent, if there are the grounds specified in cl. 2–11, Part 1 of Art. 6, Part 2 of Art. 10 and Part 2 of Art. 11 of the Federal Law “On Personal Data”. If, as a result of the withdrawal of consent to the personal data processing, the Organizer will not be able to fulfill its obligations set out hereby properly, the Applicant or Resident shall be excluded from the Project without getting any warning from the Organizer.

Article 7. Anti-Corruption Clause

7.1. The Applicant/Resident shall comply with the applicable anticorruption legislation and refrain from any actions in violation of anticorruption legislation or leading to violation of that kind by the Organizer, including demanding, receiving, offering, authorizing, promising or making illegal payments directly, through third parties or as an intermediary, including (without limitation) bribes in cash or in any other form to any individuals or legal entities, including (without limitation) commercial organizations, government and self-government agencies, public officials, private companies and representatives thereof.

7.2. In case of violation by the Applicant/Resident of anti-corruption obligations specified in cl. 7.1. of the Rules, the Organizer is entitled to immediately unilaterally exclude the Applicant/Resident from the Project.

Article 8. Notifications

1. The primary means for the Parties to interact during their participation in the Project is the message exchange to the e-mail addresses of each of the Parties. The address indicated by the Applicant/Resident when submitting the application for participation in the Project through the Organizer’s Website shall be deemed the Applicant/Resident’s e-mail address. The e-mails to the Applicant/Resident from e-mail addresses that have mts.ru domain names shall be deemed the e-mails sent from the Organizer.
2. The use of other communication methods as a means of interaction between the Parties, including mobile communication, is allowed solely at the discretion of the Organizer. The Organizer is entitled to additionally use other contact details provided by the Applicant/Resident to receive notifications.

Article 9. Miscellaneous

1. The Organizer is entitled to change the terms of the Rules at its own discretion, including, but not limited to, cancelation, suspension or termination of the Project, change in the Project conditions, terms and separate stages, without explaining the reasons, yet notifying the Applicants/Residents by posting the relevant information on the Organizer’s Website.
 2. The Organizer is entitled at any stage to exclude any Applicant/Resident or to suspend their participation in the Project without explanation.
 3. The Organizer shall not justify its refusal to grant the Applicant the Resident status. The Organizer shall not inform the Participants about the reasons for the decision to continue cooperation with the Resident.
- 9.4. These Rules are drawn up in Russian and English, in case of discrepancies the Russian version of the Rules will prevail.

This notice is an invitation by the Mobile TeleSystems Public Joint Stock Company to take part in the Competitive Tender for Developing a 5G Product on the conditions specified in the Regulations on the Procedure for Holding a Competitive Tender for Developing a 5G Product.

In accordance with clause 2.7 of the Regulations on the Procedure for Holding a Competitive Tender for Developing a 5G Product and in order to take part in the Competitive Tender, a Startup is required to confirm participation in the Competitive Tender by consenting to the terms and conditions of the Regulations in their Profile Page within 3 (three) days upon receipt of a notification of invitation to participate in the Competitive Tender and the Regulations.

Regulations on Holding a Competitive Tender for Developing a 5G Product

Article 1. Terms and Definitions

1. **Organizer** means the Competitive Tender organizer being Mobile TeleSystems Public Joint Stock Company registered in accordance with the current legislation of the Russian Federation, primary state registration number 1027700149124, located at: 4 Marksistskaya Str., 109147 Moscow, Russian Federation.
2. **“5G Incubator MTS” Project (Project)** means a program for selecting and developing talented specialists and teams, as well as commercially promising Products in the field of information technology using the 5G generation network provided by the Organizer for conducting scientific, research, developmental, experimental and design work within the pilot area of the Site for potential further commercial cooperation, carried out by the Organizer in the manner and on the terms determined by the Rules for Participation in the “5G Incubator MTS” Project posted on the Organizers’ Website.
3. **Competitive Tender for Developing a 5G Product** means a competition of the Project Residents invited to participate in the competitive tender held in the manner and subject to the conditions determined hereby. A Competitive Tender is not a tender within the meaning of Article 447 of the Civil Code of the Russian Federation, a public tender or a public promise of an award within the meaning of chapters 56–57 of the Civil Code of the Russian Federation. Participation in the Competitive Tender is not related to the satisfaction of personal, family and household needs of the Competitive Tender Participant.
4. **Organizer’s Website** means a website located at <https://5g.startup.mts.ru/>.
5. **Team** means a group of individuals jointly participating in the Project and identifying themselves as a single team for the purpose of participating in the Project.
6. **Resident** means a capable individual who has reached the age of eighteen and who is not an employee of the Organizer or its affiliates, in respect of whom no bankruptcy procedure was been initiated; or a Team; or an individual entrepreneur, a legal entity in respect of which no bankruptcy procedure was initiated, which were approved by the Organizer for participation in the Project conducted in accordance with the Rules for Participation in the 5G Incubator MTS Project.
7. **Startup** means a Resident in respect of which two or more of the following criteria are met:
 - operation term – up to 3 years;
 - profit in accordance with the balance sheet up to RUB 60 million per year;
 - media coverage of the Resident as a startup, an innovative company, etc.;
 - participation in competitive tenders for innovative projects, accelerators, performances, exhibitions;
 - residency in innovative ecosystem facilities: incubators, accelerators, universities, innovation centers and economic zones;
 - the Resident has venture financing: attraction of financial and other resources from specialized organizations: funds, accelerators, individual investors, etc.

The specified criteria are not binding on the Organizer; the Organizer is entitled to make a decision on inviting Residents to participate in the Competitive Tender at their discretion without stating the reasons.

8. **Competitive Tender Participant, Participant** means a Startup, which accepted the offer (invitation) of the Organizer to participate in the Competitive Tender in the manner set forth by the Regulations.
9. **Product** means a technical solution (development) brought by a Resident (at any readiness stage), with which a potential Resident submits an application for participation in the Project for further development (revision).
10. **Profile Page** means a section of the Organizer’s Website that allows a Competitive Tender Participant to gain access to the Organizer’s information system mediating the interaction between the Organizer and the Competitive Tender Participants in the course of holding the Competitive Tender.
11. **Pitch Session** means a series of short presentations by the Participants with a brief structured Product presentation.
12. **DemoDay** means a series of short performances by Residents with a brief structured presentation of the Product demonstrating the test results in the course of the Project.
13. **The Organizer’s Commission** means a collegial body deciding on the compliance of the Competitive Tender Participant with the evaluation criteria at each stage of the Competitive Tender; it consists of the head of the MTS Startup Hub, the head of the 5G Incubator MTS program and a representative of the Products’ introduction group.
14. In case of disagreement in the definition of terms in the Regulations and the Rules for Participation in the 5G Incubator MTS Project for the purpose of interpretation, the definitions of such terms and the requirements approved in the Rules for Participation in the 5G Incubator MTS Project shall prevail.

In the part not regulated hereby, the Competitive tender Participants shall be subject to all the requirements of the Rules for Participation in the 5G Incubator MTS Project.

Section 2. General Provisions

1. The Regulations shall govern the Competitive Tender procedure, the conditions for entering into the Competitive Tender, the rights and obligations of the Participants and the Organizer of the Competitive Tender.

2.2. The Regulations shall enter into force on the date of approval by the Order, the validity of the Regulations is not limited.

3. Forwarding of the Regulations to a Startup through their Profile Page means an invitation to participate in the Competitive Tender on the terms approved in the Regulations. The invitation to participate shall enter into force on the date of forwarding the message to the Startup.

4. The Competitive Tender includes the following stages:

- mailout of invitations to Startups to participate in the Competitive Tender and the consent of the Startups to participate in the Competitive Tender;
- holding of the first Pitch Session with the Product presentation;
- announcement of the Pitch Session winners;
- development of requirements for the functionality of the created Product of the Competitive Tender Participants admitted to the presentation to the Organizer's Commission;
- presentation of the Product developed and the report on its tests to the Organizer's Commission;
- Product presentation on DemoDay;
- announcement of the winners of the DemoDay stage.

The Organizer sets and publishes the stages schedule on the Organizer's Website. The Competitive Tender Participant agrees to track the stages schedule independently.

5. Place of in-person events of the Competitive Tender: Moscow.

6. In order to take part in the Competitive Tender, a Startup is required to confirm participation in the Competitive Tender on the terms determined by the Regulations by consenting to the terms and conditions of the Regulations in their Profile Page within 5 (five) days upon receipt of a notification of invitation to participate in the Competitive Tender and the Regulations.

7. Participation in the Competitive Tender shall not be the basis for transferring any rights to the Product or other intellectual activity results that may be created during the Competitive Tender from the Competitive Tender Participant to the Organizer, unless otherwise agreed by the Organizer and the Competitive Tender Participant.

8. Participation in the Competitive Tender does not entitle the Competitive Tender Participant in any way to use trade marks, company names, trade names or other intellectual activity results, the exclusive rightsholder of which is the Organizer and (or) their affiliates, unless otherwise agreed by the Organizer and the Competitive Tender Participant.

9. The Startup agrees to the use by the Organizer of any information and materials provided by the Startup, including information about the Startup, its company name, photo and video materials made within the Project, the Competitive Tender, including by posting on the Organizer's Website on the Internet, in advertising and PR materials, for informing about the Project, Competitive Tender and their results by expressing consent to the terms hereof in the manner set out by clause 2.6 hereof.

In each case of the transfer by the Startup or on behalf of the Startup of any material that is a subject of intellectual property rights, the Startup by the very fact of such a transfer guarantees the Organizer that it has sufficient rights to permit the Organizer to use such material under the conditions of this clause 2.9.

10. The Startup guarantees the Organizer that it has all the necessary legal authority to use for the purpose of participating in the Competition Tender in relation to the intellectual activity results, which can be used by it and/or the Organizer as part of the Competition Tender.

Article 3. Participation in the Competitive Tender. Rights and Obligations of the Participants and the Organizer

1. The Participant shall:

- where applicable, familiarize all representatives of the Participant with the Regulations, ensure that consent for the processing of personal data and the use of images of representatives of the Competitive Tender Participant on the conditions established hereby is obtained;
- provide presentations with the following structure: issues and customers; description of the 5G technology solution, including Product test demos; Product target market; suggested business model of cooperation with the Organizer; budget estimate for a potential joint pilot project.

2. The Organizer shall be entitled to:

- take photos and videos of the representatives of the Competitive Tender Participant, or of the Competitive Tender Participant themselves, if he/she is a member of the Team, an individual, during face-to-face events, post such photos and videos on the Organizer's Website, as well as in other sources, including the Organizer's printed materials and in the official communities of the Organizer on social media;
- request any additional documents, information about the Competitive Tender Participant, including for the payment of prizes as per Article 5 hereof.

Article 4. Prize Money

4.1. The Organizer provides the Competitive Tender Participants with the following prizes:

Criteria	Prize, amount in rubles
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Competitive Tender Participants who completed the first Pitch Session successfully	200,000
Competitive Tender Participants who showed their presentation on DemoDay successfully	300,000

Article 5. Procedure for Determining the Prize Winners and Paying the Prizes

1. When determining the prize winners of the Competitive Tender based on the results of the first Pitch Session, the Organizer's Commission shall be guided by, including, but not limited to, the following criteria: value of the offer and the product, project team, presentation, roadmap.

The first Pitch Session results shall be approved by the Organizer's Commission in the minutes thereto. A summary of the results of the first Pitch Session in the form of an official announcement by the Organizer shall be carried out within 5 (five) business days upon completion of the Pitch Session.

2. When determining the prize winners following the DemoDay results, the Organizer's Commission shall be guided by, including, but not limited to, the following criteria: presence of a confirmed test report based on the results of the Pitch Session and a successful presentation on DemoDay.

The DemoDay results shall be approved by the Organizer's Commission in the minutes thereto. A summary of the results in the form of an official announcement by the Organizer shall be carried out within 5 (five) business days upon holding the DemoDay.

3. The criteria referred to in cl. 5.1 and 5.2 hereof are not exhaustive or binding on the Organizer's Commission and the Organizer's Commission determines the final list of prize winners of the Competitive Tender at its discretion based on the aggregate assessment of the Product and the presentation of the Competitive Tender Participants.

4. The prize winners of the Competitive Tender obtain their prizes as follows:

1. Within 10 (ten) business days from the end of the Pitch Session or DemoDay deadline posted on the Organizer's Website, the Organizer shall notify the prize winners of the Competitive Tender by sending e-mails to the e-mail addresses provided by the Residents when submitting the application.

2. If the prize winner of the Competitive Tender is a legal entity or an individual entrepreneur, then the prize winner of the Competitive Tender shall confirm receipt of the Organizer's notification of the Competitive Tender results by sending a response e-mail to the Organizer's e-mail address within 3 (three) business days upon receipt of the Organizer's e-mail in the manner set forth in cl. 5.4.1. hereof.

3. The prize winner of the Competitive Tender shall provide, as requested by the Organizer, any additional documents and/or information needed for arranging the payment of prizes, within 10 (ten) business days upon receipt of the request in the form of an e-mail to the e-mail address of the prize winner, which they indicated when submitting the application. If the aforementioned documents/information were not provided to the Organizer within 10 (ten) business days upon receipt of the Organizer's request, the prize winner of the Competitive Tender shall be considered to have rejected the prize.

4. If the prize winner of the Competitive Tender is an individual, including a member of the Team, he/she shall send to the Organizer's e-mail address the scanned copies of the completed and signed documents, the templates of which the Organizer shall send to the prize winners of the Competitive Tender, a scanned copy of the filled-out and signed application for transferring the prize money amount to the Competitive Tender prize winner's bank account specified in such an application, as well as scanned copies of the following filled-out and signed documents within 10 (ten) business days upon receipt of an e-mail from the Organizer in the manner set forth in cl. 5.4.1. hereof:

- all pages of the passport filled out;
- certificate of the taxpayer individual number (TIN);
- consent to the personal data processing;
- other information and documents that may be required for awarding prizes as requested by the Organizer, including, but not limited to, information about the tax resident status, contact phone number, mailing address for document delivery, valid e-mail address.

5. The copies of the documents shall be clear, with legible letters and numbers. In case of non-receipt of the aforementioned documents or receipt of unreadable documents, the prize winner of the Competitive Tender shall be considered to have rejected the prize. If the aforementioned documents were not sent to the Organizer within 10 (ten) business days upon receipt of the e-mail from the Organizer, the Competitive Tender Participant shall be considered to have rejected the prize.

5. The Organizer shall transfer monetary prizes to the prize winners of the Competitive Tender within 15 (fifteen) business days from the end of the term specified in cl. 5.4.2. or 5.4.4. of the Regulations, and in case of sending the Organizer's request for additional documents/information – from the deadline set out in cl. 5.4.3. hereof.

6. The liability of the Organizer for awarding the prizes shall be limited solely to the monetary prizes specified in cl. 4.1. of the Regulations.
7. The Organizer reserves the right to refuse to award a prize in case of violation by the prize winner of the Competitive Tender of the requirements hereof.
8. In case of non-receipt of the e-mail from the Organizer within the term set out in cl. 5.4.1, the prize winner of the Competitive Tender shall send the Organizer an email at: 5gcenter@mts.ru and inform about the non-receipt of the e-mail.
9. The Organizer is entitled to dispose of unclaimed and unallocated prizes at their discretion. The Organizer does not pay any compensation to the prize winner of the Competitive Tender, who did not claim the prize in the manner stipulated by the Regulations, regardless of the reason why the winner of the Competitive Tender could not do it.
10. The Organizer acts as a tax agent in accordance with cl. 1 of Art. 226 of the Tax Code of the Russian Federation (hereinafter referred to as the "TC of the RF") and shall, as applicable, withhold the accrued amount of tax on personal income from the amounts of monetary prizes specified in cl. 4.1. of the Regulations and paid to the prize winners of the Competitive Tender. For the avoidance of doubt: the amounts of monetary prizes set by cl. 4.1. of the Regulations are specified before the Organizer withholds the applicable amount of tax on personal income in accordance with the requirements of the TC of the RF.
11. If, in accordance with the personal law of the prize winner of the Competitive Tender, they are recognized as a tax resident of another state, the payment of taxes in connection with getting the prize in such a state shall be carried out by the winner of the Competitive Tender on their own. The Organizer does not perform any actions or provide any services to declare/pay any taxes for the prize winner of the Competitive Tender in the country of their tax residency.
12. All additional costs of the prize winner of the Competitive Tender that are not explicitly specified or regulated herein, including bank fees, shall be paid by the prize winner of the Competitive Tender on their own.

Article 6. Liability of the Organizer and the Participant

1. In case a third party files any demands, complaints and (or) lawsuits against the Startup/Competitive Tender Participant, including those arising in connection with the unlawful use by the Startup/Competitive Tender Participant of any results of intellectual activity in the course of participation or in connection with participation in the Competitive Tender, the Startup/Competitive Tender Participant agrees to settle these demands and claims on their own and at their own expense.
2. In case a third party files any demands, complaints and (or) lawsuits against the Organizer, including those arising in connection with the unlawful use by the Startup/Competitive Tender Participant of any results of intellectual activity in the course of participation or in connection with participation in the Competitive Tender, the Startup/Competitive Tender Participant agrees to settle these claims and demands at their own expense and to reimburse the expenses of the Organizer for the settlement of these demands within 10 (ten) calendar days upon receipt of the Organizer's demand for reimbursement of expenses.
3. The Organizer shall not be liable for any losses of the Startup/Resident/Competitive Tender Participant related to the application submission, participation in the Project or Competitive Tender, including those related to any changes made by the Organizer, suspension or cancellation of the Project or Competitive Tender.
4. Neither shall the Organizer be liable to the Startup/Resident/Competitive Tender Participant in case of force majeure circumstances (force majeure), including floods, fires, acts of God, epidemics and other circumstances recognized as force majeure circumstances in accordance with the legislation of the Russian Federation and applicable international law standards, as well as in the event of such circumstances as
 - resolutions adopted by public authorities that influence the holding of the Competitive Tender,
 - changes in the current legislation of the Russian Federation affecting the Competitive Tender;
 - malfunction of the operators/providers of mobile communications or the Internet, which prevents participation in the Competitive Tender, as well as the occurrence of force majeure or other circumstances excluding the possibility of sending the prize to the prize winner.

Article 7. Processing of Personal Data

- 7.1. Provision by the Startup/Resident/Competitive Tender Participant of their personal data to the Organizer is a specific, voluntary, informed and conscious consent of the Startup/Resident/Competitive Tender Participant to processing by the Organizer of their personal data on the conditions set out hereby.
- 7.2. By submitting the personal data of its representative, the Competitive Tender Participant confirms that, in a proper manner, in accordance with the Federal Law "On Personal Data", it has received from its representative the proper consent to such personal data processing for the purposes established by these Regulations.

7.7. The Organizer shall not be liable in connection with the circumstances, for which it bears no responsibility, including if the Startup/Resident/Competitive Tender Participant/Participant's Representative revoked their consent to the processing of their personal data by the Organizer in less than 1 (one) month and this revocation entails the impossibility of fulfillment by the Organizer of its obligations in accordance herewith.

Article 8. Anti-Corruption Clause

8.1. The Startup/Resident/Competitive Tender Participant shall be obliged to comply with the applicable anticorruption legislation and refrain from any actions in violation of anti-corruption regulations or leading to violation of that kind by the Operator, including demanding, receiving, offering, authorizing, promising or making illegal payments directly, through third parties or as an intermediary, including (without limitation) bribes in cash or any other form to any individuals or legal entities, including (without limitation) commercial organizations, government and self-government agencies, public officials, private companies and representatives thereof.

8.2. In case of violation by the Startup/Resident/Competitive Tender Participant of anti-corruption obligations specified in cl. 8.1. of the Regulations, the Organizer is entitled to unilaterally deprive the Participant of their status and exclude them from the Competitive Tender.

Article 9. Miscellaneous

1. The Organizer is entitled to change the terms of the Regulations at its own discretion, including, but not limited to, cancelation, suspension or termination of the Competitive Tender, change in the Competitive Tender conditions, terms and separate stages, without explaining the reasons, yet notifying the Startups/Competitive Tender Participants by posting the relevant information on the Organizer's Website.
2. The Organizer of the Competitive Tender is entitled at any stage to exclude the Startup/Competitive Tender Participant or to suspend their participation in the Competitive Tender without explanation.
3. The Organizer's Commission is not liable for making decisions on determining the winners of the Competitive Tender at its sole discretion. The Organizer of the Competitive Tender is not obliged to inform the Participants about the reasons for the decision to determine the prize winners of the Competitive Tender.
4. If, for any reason, the Competitive Tender cannot be conducted as planned, including the reasons caused by infection with computer viruses, Internet problems, defects, manipulations, unauthorized interference, falsification, technical issues, or any reason not controlled by the Organizer that distorts or affects the performance, security, honesty, integrity or proper conduct of the Competitive Tender, the Organizer is entitled, at its discretion, to cancel, terminate, modify or temporarily stop the Competitive Tender conduct, or invalidate its results.
5. The e-mail address specified when submitting an application for participation in the Project through the Organizer's Website shall be recognized as the e-mail address of the Startup/Resident/Competitive Tender Participant for sending legally significant messages when participating in the Competition. The use of other communication methods as a means of interaction between the Parties, including mobile communication, is allowed solely at the discretion of the Organizer. The Organizer is entitled to additionally use other contact details provided by the Startup/Resident/Competitive Tender Participant to receive notifications. The Organizer shall send e-mails to the Startup/Resident/Competitive Tender Participant from the e-mail addresses that have mts.ru domain names.
6. In case of any changes in the Startup/Resident/Competitive Tender Participant details, the Startup/Resident/Competitive Tender Participant agrees to send immediately a notification containing the relevant details to the Organizer's e-mail address, but in any case no later than 3 (three) business days upon the details change.
7. These Regulations are drawn up in Russian and English, in case of discrepancies the Russian version of the Regulations will prevail.

Политика конфиденциальности 5G Инкубатор МТС	5G Incubator MTS Privacy Policy
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<p>1. Общие положения</p> <p>1.1. Настоящая политика конфиденциальности (далее – «Политика») регулирует вопросы обработки персональных и иных данных, предоставленных Заявителем в соответствующей Заявке, направленной через Сайт, а также порядок использования направленных Заявителем Материалов.</p> <p>1.2. Заявка направляется через Сайт путем заполнения полей анкеты заявки и нажатием кнопки «подать заявку». Подавая заявку, Заявитель выражает полное и безоговорочное согласие на обработку своих персональных данных и подтверждает, что он ознакомлен с настоящей Политикой.</p> <p>2. Термины и определения</p> <p>2.1. Заявка – заявка на участие в Проекте, подаваемая через Сайт.</p> <p>2.2. Заявитель – юридическое лицо, индивидуальный предприниматель, физическое лицо или группа физических лиц без образования юридического лица, которое(ая) направило(а) Заявку.</p> <p>2.3. Компания - публичное акционерное общество «Мобильные ТелеСистемы», адрес места нахождения: 109147, Российская Федерация, г. Москва, ул. Марксистская, д. 4.</p> <p>2.4. Материалы – любые документы (копии документов) и информационные материалы различных форматов (.docx, .pdf, .ppt и др.), которые Заявитель прикладывает к Заявке.</p> <p>2.5. Сайт – сайт в сети Интернет, расположенный по адресу: https://5g.startup.mts.ru/</p> <p>2.6. Проект – проект 5G Инкубатор МТС. Описание Проекта приведено на Сайте.</p> <p>3. Обработка персональных данных</p> <p>1. Предоставление Заявителем своих персональных данных Компании является конкретным, свободным, информированным и сознательным согласием Заявителя на обработку</p>	<p>1. General provisions</p> <p>1.1. This privacy policy (hereinafter – the Policy) regulates the processing issues of personal and other data provided by the Applicant in a corresponding Application filed via the Website, as well as the procedure for use of Materials provided by the Applicant.</p> <p>1.2. The Application shall be filed by filling out the application form on the Website and clicking “file application” button. By filing application the Applicant expresses its full and unconditional consent for its personal data processing and confirms that it is aware of this Policy.</p> <p>2. Terms and definitions</p> <p>2.1. Application means an application for participation in the Project that shall be submitted on the Website.</p> <p>2.2. Applicant means a legal entity, individual entrepreneur, individual or unincorporated group of individuals that files the Application.</p> <p>2.3. Company means a public joint stock company Mobile TeleSystems located at the address: 4 Marksistskaya Str., 109147 Moscow, Russian Federation.</p> <p>2.4. Materials means any kind of documents (copies of documents) and information materials presented in different formats (.docx, .pdf, .ppt etc.) attached to the Application by the Applicant.</p> <p>2.5. Website means website on the Internet located at: https://5g.startup.mts.ru/</p> <p>2.6. Project means 5G Incubator MTS Project. The description of the Project is posted on Website.</p> <p>3. Personal data processing</p>
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