

Rules of the BuyMyCancer fundraising campaign

1. DEFINITIONS

The terms used in these Rules mean:

- 1.1 Campaign** – a fundraising campaign run under the name “BuyMyCancer” by the Foundation, as described in pt 2 of the Rules;
- 1.2 Foundation** – ALIVIA – An oncological foundation with its registered office in Warsaw (02-796 Warsaw), at ul. Wąwozowa 1, entered into the register of associations, other social and professional organisations, foundations and independent healthcare centres of the Polish National Court Register kept by the District Court for the City of Warsaw in Warsaw, 13th Commercial Department of the Polish National Court Register under KRS No 00000358654, having the status of a public benefit organisation;
- 1.3 Fund** – the BuyMyCancer fund run by the Foundation, the mission of which is to ensure the financing of activities and initiatives that may directly or indirectly contribute to saving the health or life of oncological patients, or improving the quality of their life;
- 1.4 NFT** (Non-Fungible Token) – a crypto token issued by the Foundation under one of several series, based on blockchain architecture, created by means of a smart contract.
- 1.5 Platform** – a website available at: vast.app, operated by GetVASTapp, LLC based in: 2140 S. Dupont Hwy., Camden, DE USA 19934.
- 1.6 Rules** – these rules of the Campaign;
- 1.7 Photograph** – a work, or a part thereof, created through the artistic processing of a photograph of a cancer cell, made under co-operation between the Maria Skłodowska-Curie National Institute of Oncology in Gliwice, the artist Paweł Swanski and the Ogilvy creative agency.
- 1.8 Participant** – a person who takes part in the Campaign.

2. DESCRIPTION OF THE CAMPAIGN

- 2.1** The organiser of the Campaign is the Foundation.
- 2.2** The aim of the Campaign is to raise money for the Fund run by the Foundation.
- 2.3** The Campaign consists in conducting donation auctions for the Foundation, or creating the possibility of making donations for the Foundation, in a specific amount using an NFT auction and sales functionalities available on the Platform.
- 2.4** All amounts paid by Participants will be contributed to the Fund. These amounts may be decreased by costs related to the Campaign (including transaction fees, currency exchange costs, commissions, taxes, etc.).
- 2.5** The concept of the Campaign is based on the metaphorical idea of buying up cancer cells. “BuyMyCancer” is a tricky slogan aimed at encouraging Participants to help oncological patients. Each NFT and the Photograph associated therewith represents cancer cells of a specific patient and allows Participants to “buy up” these cancer cells.

3. PARTICIPANTS

- 3.1** The Campaign is available only to people who registered on the Platform in accordance with its

rules available here: <https://vast.app/termservice>.

4 COURSE OF THE CAMPAIGN

- 4.1 The auction and sale of each NFT under the Campaign are conducted using the Platform and in accordance with its rules.
- 4.2 By participating in the Campaign, the Participant undertakes to make donations in the amount of funds covered by the offer (in the case of using the NFT auction functionality available on the Platform) or as specified as the price of the NFT (in the case of using the NFT purchases functionality available on the Platform).
- 4.3 The Participant who made the purchase or submitted the highest offer in the auction makes a donation to the Foundation and receives the NFT being the object of purchase or the auction.
- 4.4 Each NFT has a unique number (TokenID) that cannot be changed and encompasses a link to additional information stored on an external server outside the blockchain and containing information about the Campaign and a link to a digital copy of the Photograph associated with the NFT.
- 4.5 The NFT is a digital diploma of participation in the Campaign and a confirmation of the support granted to oncological patients.
- 4.6 The receipt of an NFT by the Participant means only the assignment of the right to use the data stored in the blockchain (i.e., the right to a decision to remain the only holder of the NFT or to transfer this right to another person).
- 4.7 The receipt of an NFT does not mean that the Foundation assigns to the User economic copyrights to the Photograph or grants the Participant a licence to use the Photograph; however, the Participant who received the NFT is entitled to use the Photograph to the extent necessary for the use and disposal of the NFT (e.g., display it on NFT platforms, cryptocurrency wallets, social networking sites, etc.).
- 4.8 Each Participant who assigns the NFT acquired under the Campaign to another person, and each further seller of the NFT, undertakes to transfer a donation amounting to 10% of the sales price of the NFT (royalties) to the Foundation; information about this commitment is recorded in the data of each NFT, and the donation will be collected automatically during each such transaction.
- 4.9 The Foundation bears the costs of organising the Campaign on the Platform; each Participant bears the costs of their participation in the Campaign, including the submission of their offer and the payment of amounts within the scope of the donation.

5. GOVERNING LAW AND DISPUTES

- 5.1 These Rules are governed by Polish law.
- 5.2 The Foundation is not responsible for any errors in the operation of the Platform resulting from circumstances beyond its control.
- 5.3 Any disputes arising in connection with the Rules will be subject to the jurisdiction of courts competent for the registered office of the Foundation.
- 5.4 In any matters connected with the Campaign, contact the Foundation by e-mail: [info\(a\)alivia.org.pl](mailto:info(a)alivia.org.pl) or by phone at: +48 22 266 03 40.