

**TERMS, CONDITIONS, RULES AND REGULATIONS**  
**OF THE PARTICIPATION AND REGISTRATION IN THE EVENT NAMED**  
**KRYNICA FORUM 2023**

**§1**

**Definitions**

1. Executive Organiser - Krynica Forum Spółka z ograniczoną odpowiedzialnością, with its registered seat in Kraków at ul. Wilhelma Feldmana 4/9-10, 31-130 Kraków, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS No. 0000976474, with NIP No.: 6762619480.
2. Operator - the registration system operator: BCS Software SA.
3. Event - KRYNICA FORUM 2023, an international expert conference "Krynica Forum", representing a venue of meetings for representatives of many communities from the realms of the economy, science, politics, local government, NGOs, and the media, being at the same time a platform for exchanging views, experiences, debates, and discussions. The Event is set to take place from 13 to 15 September 2023 in the town of Krynica Zdrój.
4. Partner - natural and legal persons and organisational units without legal personality which support the organisation of the Event or which finance or co-finance the Event.
5. System - the Registration System in the form of an internet application that enables the Participant registration process for the Event, owned by the Operator.
6. User - each person who uses the System to carry out to registration process to the Event on their or another Participant's behalf.
7. Participant - a natural person over 18 years of age full capacity to perform acts in law, as well as a legal person and organisational unit that does not have legal personality, but which is able to acquire rights and assume obligations in their own name, that used the System to correctly register (or was registered by another User) for the Event no later than until 13 September 2023 r. or until all the available tickets are sold out.
8. Contract - service provision contract concluded between the Organiser and the Participant whose purport is for the Participant to avail themselves of the services rendered by the Organiser, which are related to the Event organisation and for the Organiser to provide a given Participant with an opportunity to take part in a particular Event, governed by the provisions of these very Rules and Regulations and by other stipulations of the law in force.
9. Bank Account - the Organiser's bank account, which the fees for Event participation will be credited to, with the number:
  - a. 66 2490 0005 0000 4530 6373 2162 PLN (payment in zlotys) held by Alior Bank Spółka Akcyjna,
  - b. 38 2490 0005 0000 4600 4756 8348 EUR (payment in euros) held by Alior Bank Spółka Akcyjna.
10. Contact Conclusion - the moment when the fee payable for a given Participant's participation in the Event is recorded at the Organiser's bank account. From this moment onwards, the Participant is considered to have concluded the contract regarding the rendering of services

by the Organiser, which is confirmed by an email message with the VAT invoice attached thereto.

11. Participation Fee - the amount determined by the Organiser for a ticket type chosen by the Participant/User, which the Payer is obligated to pay in order to provide the Participant with the opportunity to participate in the Event.
12. Payer - an entity that disburses the Participation Fee on their or another User's behalf.
13. Rules and regulations - The present document.

## **§1**

### **Additional Information**

1. The official internet website for the Event is located at the following address: <https://krynicaforum.pl>.
2. The System operation scheme includes the service consisting in storing the User's registration data in the database (such as first and last name, name and address of the employer, job position, email address, telephone number), as well as handling this registration (consisting in collecting, recording, storing, updating, supplementing, and deleting the said data) by the Organiser or Operator.
3. Technical requirements related to using the System are in line with technical requirements concerning the use of internet networks. The User has to own a computer with internet access along with the software which enables them to browse web resources. Mozilla Firefox and Google Chrome are the recommended browsers.
4. The provisions of the Rules and Regulations are an integral part of the submission to participate in the Event and are binding for any and all Users/Participants.

## **§ 3**

### **Registration for the Event and participation conditions**

1. The conditions for a Participant to take part in the Event are:
  - a) to register a particular person via the Submission Form available on the <http://krynicaforum.pl> (PL) or <https://krynicaforum.pl/en-us/> (EN) website,
  - b) to consent to the conditions of the Rules and Regulations,
  - c) to consent to the Privacy Policy,
  - d) to pay the Participation Fee due in accordance with the chosen ticket type and amounting to the ticket price set out on the <http://krynicaforum.pl/> or <https://krynicaforum.pl/en-us/> website, subject to the Organiser waiving the fee for certain Participants on the basis of its decision (internal regulations) or subject to separate contracts.
2. Registration to the Event is carried out only via the Submission Form available online at: <http://krynicaforum.pl/> or <https://krynicaforum.pl/en-us/>. In the submission form made available in the System, the Organiser determines the requirements and Participant's data that are necessary for the registration to the Event and/or using particular services.
3. The requirements referred to in subsection 2 will be marked with the (\*) symbol.
4. The User guarantees that all the data inputted in the System during the registration process is correct. In the case of registering on behalf of another person and inputting someone else's data, the User has obtained the third parties' authorisation to provide their personal data in

order to register and has obtained the authorisation to consent to data processing on their behalf and to accept the Rules and Regulations. In the case of registering more than one person, the User should submit the participation separately for each.

5. During the registration the Participant is required to point (fill the proper box), whether they “agree to participate in 1:1 meetings (matchmaker)” or “disagree to participate in 1:1 meetings (matchmaker)”. Under the circumstance that the box is not filled, the Participant will not be able to attend mentioned meetings, regardless of their interest in them.
6. In the event of changing the Participant after registration, the User/Participant needs to promptly contact the Organiser via email account: [office@krynicaforum.pl](mailto:office@krynicaforum.pl).
7. After completing the registration and payment in the manner provided for in § 4 subsection 6 point a indent 2 and subsection 6 point b indent 2 of these Rules and Regulations, a message confirming the registration will be sent to the email address given in the submission form. In the case of choosing to pay by bank transfer, as defined in § 4 subsection 6 of the Rules and Regulations, the User will receive a pro forma invoice along with the email message constituting registration.
8. Registration to participate continues until the pool of places is exhausted or until 13 September 2023. The Organiser decides when the Registration time is over.
9. For certain Participants, e.g. journalists, exhibitors, speakers, partners, the Organiser may follow different rules of registration or access to facilities where the Event will be organised than those provided for in the present Rules and Regulations, in particular involving registration directly by the Organiser.
10. The number of places for participation in the Event is limited. Participation in the Event is determined by the order of registration, i.e. the date of Contract Conclusion. The Organiser reserves the right to reject submissions due to lack of slots or if the submission has been entered into the System after the registration deadline specified in subsection 8 above, even if the User is entitled (on the basis of the Organiser’s internal regulations or separate agreements) to free or reduced-fee participation in the Event.
11. Moreover, the Organiser reserves the right to reject a Participant’s participation in the Event due to the possibility of the principles of safety and public order, as well as the safety of the Event, being breached, including for persons who may potentially violate the present Rules and Regulations. In the above respect, the Participant will not be entitled to compensation but only to a refund of the Participation Fee.
12. The Organiser reserves the right to change the speakers (including main guests and keynote speaker) of the Event or the programme of the Event for reasons beyond the Organiser’s control. In such a case, the Organiser will immediately notify the Users/Participants of the changes by posting information about the change on the Event’s web portal.
13. The personal data of Participants and Users collected during registration and in connection with participation in the Event will be processed according to the present Rules and Regulations and the Organiser’s Privacy Policy, which forms an integral part of the present Rules and Regulations. Each Participant and User should read the Privacy Policy available at <http://krynicaforum.pl/> or <https://krynicaforum.pl/en-us/>.

#### § 4

#### Payment discharge

1. The Event participation is given against payment. Ticket types and the related Participation Fees are available on the Organiser's website <http://krynicaforum.pl/> or <https://krynicaforum.pl/en-us/>.
2. The Participation Fee for the Event is a gross amount, inclusive of the value-added tax (23%).
3. The payment can be made in the following currencies: PLN and EUR.
4. In the case of promotional offers and reduced prices for ticket purchase offered by the Organiser, should they occur, they cannot be combined.
5. The participation fee includes no lodging costs or transportation costs to or return from the Event, unless otherwise stipulated by a Contract with the Participant.
6. The Organiser provides for the following manners of settlement:
  - a) for natural persons:
    - a payment to the Organiser's Bank Account following the pro forma invoice sent electronically to the User's email address provided in the registration form;
    - a payment via a payment card;
    - a payment through a payment processor available in the registration system;
  - b) for legal persons and organisational units without legal personality:
    - a payment to the Organiser's Bank Account following the pro forma invoice sent electronically to the User's email address provided in the registration form;
    - a payment via a payment card;
    - a payment through a payment processor available in the registration system.
7. The VAT invoice issued by the Organiser will be sent the Payer electronically only to the email address indicated during the registration, within seven days from the day the payment is recorded on the Organiser's Bank Account or the transaction via an electronic channel is positively authorised.
8. The payment period for invoices received electronically with the confirmation of registration of pro forma invoices is set at three days.
9. The Organiser reserves the right to require the Participant to send an electronic confirmation of the transfer if the Participation Fee is paid after 10 September 2023, failing which the Participant may be denied the right to participate in the Event.
10. The User has the obligation to have an appropriate authorisation to incur financial obligations on behalf of the Payer, in the absence of which the User will be held fully accountable for the execution of the agreement concluded.
11. The Participant will have the right to withdraw from the contract for the provision of services with full right to have the Participation Fee reimbursed only in situations referred to in generally applicable provisions of law and the Rules and Regulations.
12. In the case of the Participant Fee reimbursement application having been assessed positively, the Organiser will reimburse the Participant Fee less the costs of reimbursement in the least expensive manner available within 14 (fourteen) days of the delivery date of the application to the Organiser.
13. A Participant who is a consumer, i.e. a natural person who pays the participation Fee for the Event for a purpose not directly connected with their economic, professional, or statutory activity, may withdraw from the Service Contract within 14 (fourteen) days of contract conclusion, provided this falls no later than seven days before the commencement of the Event. In such a case, the Organiser will return the relevant amount to the Participant to the bank account provided by the Participant. The sample declaration is available on the Executive

Organiser's website at the following address: <http://krynicaforum.pl/> or <https://krynicaforum.pl/en-us/>.

14. In the event that the User or another person who is not a user of the System makes any payment to the Organiser's account which does not result from the registration and which is not a payment for the Participation Fee, the Organiser will return the payment minus the costs of its return in the least expensive manner available within 14 (fourteen) days from the date of delivery to the Organiser of the application to return the improperly paid amount.
15. Provided that following the present Rules and Regulations the User is entitled to the return of the Participation Fee paid in, the Organiser returns it to the bank account given by the User.

## **§ 5**

### **Rights and obligations of the Organiser and of Users**

1. Unless the participation conditions state otherwise, the Organiser will provide the Participant with access to the relevant areas of the facilities where the Event will be held and an appropriate form of participation.
2. With ensuring safety and verifiability of Participants' rights in mind, the Organiser reserves the right to control and verify the identity of a Participant and their rights to enter the facility where the Event is being organised or services related to the Event. Before entering the facility where the Event is taking place, the Participant should have an ID badge worn visibly. The badges will be available for collection at a specially designated Participant identification point. The badges will contain the first and last name, job position, and company name of the Participant. If the Participant refuses to show the ID badge before entering the facility or doubts arise as to the conformance of the Participant's data with the data on the badge, the Organiser will be entitled to control and verify the identity, e.g. by the Participant showing their official ID.
3. The Organiser reserves the exclusive right to record vision and sound during the speeches of the speakers (including the keynote speaker and guests) at the Event. All filming, recording, and photographing by persons not authorised to do so by the Organiser is prohibited.
4. Participants may move around the venue within separate and marked spaces and passageways. Smoking, use of electronic cigarettes, and alcohol consumption are forbidden on the premises of the facility where the Event is held, excluding the marked separate spaces therein.
5. Participants are obligated to observe the Rules and Regulations of the facility where the Event is held, in particular the safety rules, occupational health and safety regulations, and fire safety regulations.
6. The Event Participant confirms being familiar with these Rules and Regulations and undertakes to comply with them.
7. The Participant moreover undertakes to:
  - a) comply with any order instructions of the Organiser and persons authorised by the Organiser;
  - b) comply with the rules concerning the video or audio recording of the speakers (including the main guests and keynote speaker) at the Event, as specified in subsection 3 above;

- c) not disturb in any way the tranquillity of other Participants of the Event, as well as other persons present on the premises of the Event facility;
  - d) use the conference materials provided to them by the Organiser as part of the Event exclusively within the limits of the Participant's own personal use as specified in the provisions of the Copyright and Related Rights Act;
  - e) comply with the provisions of the generally applicable law.
8. The Participant acknowledges that should the Organiser determine that the Participant is breaching the provisions of the present Rules and Regulations or the Rules and Regulations of the facility, is under the influence of alcohol or other intoxicating substances, is showing a third-party ID, is refusing to show the ID, or is behaving in an aggressive manner, breaching the principles of public order or public morality, the Organiser is entitled to refuse the Participant the right to participate in the Event and to require that the Participant leave the venue of the Event or the premises where the Event is being held without the right to claim a refund of the Event Participation Fee.
  9. It is prohibited to bring weapons, means of direct coercion, or other potentially dangerous objects into the facility where the Event is being organised. This injunction does not apply to authorised services and persons responsible for the security of the facility.
  10. Participants will be fully liable, including compensation, for any damages they cause, both on the premises where any Event-related activities are conducted and in their places of accommodation, etc.
  11. The Event Participant has the obligation to cover any and all the costs related to rectifying any damage caused by them that would be incurred by the Organiser in the event of third parties making claims against the Organiser in connection with damage caused by the Participant.
  12. Participants using accommodation through the Organiser are required to present an ID upon check-in at the Hotel for the Hotel to be able to provide lodging. Failure to present a document may result in check-in refusal.

## **§ 6**

### **Liability of the Organiser**

1. The Organiser will not be liable for non-performance or undue performance of the Contract, in whole or in part, to the extent caused by the occurrence of Force Majeure, understood as an external, sudden, unpredictable event, independent of the Organiser's will, which occurred after the Contract Conclusion, making it impossible to perform the Contract in whole or in part, either permanently or for a certain period of time, and which cannot be prevented or counteracted with the Organiser's due diligence. Manifestations of Force Majeure include but are not limited to:
  - a) natural disasters, including: earthquake, hurricane, flood, other extraordinary atmospheric phenomena;
  - b) acts of state power, including: state of war, state of emergency, state of epidemic;
  - c) acts of war, acts of sabotage, acts of terrorism, and other similar events threatening public order;
  - d) general strikes or other social unrest, including public demonstrations, excluding strikes of the Organiser's staff.

2. If Force Majeure makes or is going to make it impossible for the Organiser to perform any of its obligations under the Contract or the Rules and Regulations, the Organiser will immediately notify the Participant via email of the event arising or the circumstances constituting Force Majeure.
3. In the event of Force Majeure as referred to in subsection 1, the Organiser reserves the possibility of cancelling the Event and changing the form of the Event to online or hybrid.
4. In the case of the Event not taking place due to reasons beyond the Organiser's control, the Participant is not entitled to compensation or reimbursement of any fees associated with the Event participation or the costs of additional services ordered by the Participants to the Organiser, but only to reimbursement of the participation fee on the terms specified in § 4 of the Rules and Regulations.
5. The Organiser will not be held responsible for Participants' property that may be lost, damaged, or stolen during the Event, in particular on the premises where the Event is held.

## § 7

### Personal data and Consent

1. The Controller of personal data is **Krynica Forum spółka z ograniczoną odpowiedzialnością** with its registered seat in Kraków at ul. Wilhelma Feldmana 4/9-10, 31-130 Kraków, entered in the register of associations of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under No. 0000976474.
2. To ask any questions regarding the processing of personal data and the rights that User/Participant has, a letter can be sent to the Organiser's office: ul. Wilhelma Feldmana 4/9-10, 31-130 Kraków, or a message can be directed to the following email address: [rodo@ik.org.pl](mailto:rodo@ik.org.pl).
3. Personal data of Participants and Users will be used in accordance with the conditions laid down in the present Rules and Regulations and the Organiser's Privacy Policy.
4. Moreover, personal data of Event Participants can be made available to the State District Sanitary Inspector or the person(s) performing epidemiological surveillance in a given area at the Inspector's request. The legal basis for the processing of personal data is its necessity to pursue purposes resulting from the Controller's legally justified interests, consisting in preventing the spread of the SARS-CoV-2 virus. Personal data of the Participants will be stored by the Organiser for a period of two weeks or for a longer period if it proves necessary for the purposes resulting from the Controller's legally justified interests, including the pursuit of claims or defence against claims.
5. The data subject has the right to request from the Controller access to this personal data, to rectify, erase, or restrict the processing thereof, as well as the right to object to the processing and the right to data portability and the right to lodge a complaint with the supervisory authority.
6. The Organiser informs and the Participant, by registering for the Event, accepts that the course of the Event will be recorded photographically and with the use of audio/video devices, and may be broadcast on the radio, television, or other media that make it available to the public in such a way that everyone can access it at a time and place of their own choice (e.g. via the internet). Participation in the Event is public, and therefore the silhouette or image of the

Participant, taken individually or as part of a larger whole, may be intentionally or accidentally documented by photographic, audio, or video means, and the materials thus obtained may be distributed by the Organiser and media representatives for broadcast in the mass media, for documentation, information, advertising, and promotional purposes related to the Event, other Events, the activity of the Organiser, of the sponsors and partners of the Event, and other persons specified by the Organiser (including via web portals, email, social media, television, radio, and the printed press). Notwithstanding the above, the course of the Event may also be monitored for security reasons.

7. The Organiser hereby informs that the recording of the works referred to in subsection 6 may take place throughout the entire venue where the Event will be held, unless the Organiser clearly designates recording-free zones.
8. The Participant authorises the Organiser to use their and/or voice and utterances (if the Participant gives such during the lecture discussions and/or to the camera) and to distribute them as elements of the aforementioned works for the purposes stated in subsection 6 above, and hereby grants non-exclusive and gratuitous consent, without time or territorial restrictions, for the Organiser and any entities authorised by the Organiser to use them in the following fields of exploitation:
  - a) recording and reproduction by printing, reprography, magnetic recording, digital, light-sensitive, audiovisual, optical, computer technologies;
  - b) storing in computer memory and multimedia networks;
  - c) multiplying and recording the work or its fragments (or any of its elements) using digital and analogue technologies on any electronic and analogue carriers;
  - d) as regards trade – direct or indirect commercial activities using all available means, techniques, and media and in all available distribution channels, including such as:
    - i. by way of ownership transfer, lending, rental or lease, and making available the original or a copy thereof on the basis of other legal relationships;
    - ii. as a component of any business entities, their know-how or intellectual or industrial property, and in the offering or sale of any goods or services, as well as within any informational, promotional, or advertising actions or any offer-related, commercial, or promotional materials of any entity, as well as with the use of any technology and media described in item a) above, in any type of activity;
  - e) broadcasting and re-broadcasting with the use of wire or wireless vision by terrestrial stations or via satellite, by television or radio (also in cable networks and coded television) along with the right of retransmission on digital platforms and/or cable networks, internet broadcasting, simultaneous integral broadcasting (re-broadcasting) by any radio or television organisation;
  - f) public exhibition, display, reproduction, as well as any other use in any form of exploitation, in particular in open and closed, ticketed and non-ticketed shows;
  - g) making the work, its part or fragments (or any of its elements) available to the public in such a way that everyone can have access to it at a time and place chosen by themselves, using any technologies;



- h) use in films and other audiovisual and multimedia works;
- i) transfer of the work to contractors, with the right for these contractors to use the content of the work, including licensing with the right to sublicense;
- j) all forms of translation of the utterances;
- k) within the scope of creation, use, disposal, and distribution of dependent works in relation to works made with the use of an image and/or statements – consent and authorisation include their use in the fields of exploitation specified above in items a–j.

Event Participants acknowledge that Partners and/or Exhibitors may conduct marketing activities during the Event and accompanying events. With the proviso that Partners and Exhibitors may not conduct marketing activities towards Event Participants that would be unethical or violate legal and moral standards.

## **§ 8**

### **Complaints**

1. The User can file a complaint via the email address [registration@krynicaforum.pl](mailto:registration@krynicaforum.pl) or using the Organiser's correspondence address: ul. Wilhelma Feldmana 4/9-10, 31-130 Kraków.
2. The complaints can be filed 14 days from the date the Event ends at the latest.
3. The complaint should include:
  - a) the name and surname (official name) of the Participant;
  - b) the mailing address, email address and telephone number of the Participant;
  - c) the subject matter of the complaint, including the Event to which it pertains;
  - d) the indication of the factual circumstances justifying the complaint.
4. The Organiser will consider the complaint within 14 working days from the date of complaint filing and will communicate its position on accepting or rejecting the complaint to the complaint filer in the same manner in which the complaint was filed (email, traditional mail).
5. In the case of accepting a claim, the Organiser will inform the Participant of the method of handling the claim.

## **§ 9**

### **Out-of-court ways of complaint handling and redress seeking**

#### **(CONCERNS CONSUMERS ONLY)**

1. Participants and Payers who are consumers have the possibility to use out-of-court complaint handling and claim investigation procedures. The rules of access to these procedures are available at the registered offices or on the websites of entities authorised to handle disputes out of court. They may be in particular consumer ombudsmen or Provincial Inspectorates of Trade Inspection in Poland, the list of which is available on the website of the Office of Competition and Consumer Protection at [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).
2. The address <http://ec.europa.eu/consumers/odr/> gives access to the online consumer-company dispute resolution system at the Union level (the ODR platform).

## § 10

### Final provisions

1. The Organiser reserves the right to amend to the Rules and Regulations. Contracts concluded by the Participants before the changes to the Rules and Regulations come into effect will be executed in accordance with the provisions valid on the date of Contract Conclusion. In the case of amending the Rules and Regulations, the Organiser will make the consolidated text available by publishing it on the online service of the Event at <http://krynicaforum.pl/> or <https://krynicaforum.pl/en-us/>. The new text of the Rules and Regulations will also be sent by email to the Participants. After the Organiser announces changes to the Rules and Regulations, each Participant that has registered for the Event should promptly become familiarised with the changes. If the Participant does not accept the changes to the Rules and Regulations, the Participant should notify the Organiser of such a decision in writing by means of electronic communication directed to the address: [office@krynicaforum.pl](mailto:office@krynicaforum.pl), which is tantamount to submitting a statement of withdrawal from the service provision contract. The statement should be submitted no later than 14 days from the date the amended Rules and Regulations enter into force. If the Organiser fails to receive the Participant's statement about not accepting the amended Regulations within the period mentioned above, the assumption is that the Participant has accepted the amended Regulations.
2. In the case of doubts as to the interpretation of the Rules and Regulations, their Polish version will be binding.
3. In matters not covered by these Rules and Regulations, the provisions of generally applicable law, in particular the Civil Code, will apply.
4. The competent court for any disputes arising from the contract is the court with jurisdiction over the Organiser's registered office. This provision does not apply to Participants and Payers who are consumers.