

# Rules of Participation in the ABSL Digital Forum Dec 2020 organised by the Association of Business Service Leaders (ABSL)

3 December 2020, online

## Art. 1. General

### 1. Definitions

- a. ABSL**, Związek Liderów Sektora Usług Biznesowych (Association of Business Service Leaders) with its registered office in Warsaw, Rondo ONZ 1, 00-124 Warszawa, NIP No. 525-246-58-47, REGON: 142072104 entered in the Register of Associations, Other Social and Professional Organisations, Foundations and Public Healthcare Institutions and in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register with KRS No. 0000340712
- b. ISPSA**, Instytut Studiów Programistycznych S.A. with the registered address in Warszawa ul. Brukselska 14, KRS: 0000254547, NIP: 113-259-73-14
- c. Event-Factory, Event-Factory s.c. Konrad Koper, Sebastian Godula** with the registered address in Kraków ul. Starego Wiarusa , NIP: 675-13-25-390
- d. Event**, the ABSL Digital Forum Dec 2020 organised by Związek Liderów Sektora Usług Biznesowych (*Association of Business Service Leaders, ABSL*) and scheduled to take place on 3 December 2020.
- e. Organiser**, the ABSL with Event-Factory acting on its behalf and for its benefit.
- f. Partner**, any natural or legal person, or an organisation without legal personality, supporting the organisation of the Event or personality financing the Event in full or in part.
- g. Seller**, ABSL shall be both the Seller and the settlement agent for the participation fees.
- h. Registration System (System)**, a web application, owned by ISPSA, handling the registration of Participants for the Event.
- i. User**, any person using the System to perform the Event registration process on its own behalf or on behalf of another User.
- j. Participant**, a natural person aged 18 or more with full legal capacity, a legal person, or an organisation without a legal personality, but authorised to acquire rights in its own name and to undertake obligations in its own name, which has correctly registered itself (or has been registered by another User) for the Event using the System no later than 15 June 2020.
- k. Service Contract (Contract)**, a contract, regulated by these Regulations and by any other applicable legal regulations, between the Organiser and the User to provide the User with the Organiser's services in relation to its organisation of the Event and an opportunity to take part in the Event.
- l. Bank Account**, the Seller's bank account No. PL 18 1050 1139 1000 0090 3206 8448, held with ING Bank Śląski SA, to which payments for participation in the Event will be credited.

**m. Entering into the Service Contract (Entering into Contract)**, the moment, when the fee due for the User's participation in the Event is effectively credited to the Seller's bank account. From that point on, the User is regarded as having entered into a contract for services offered by the Organiser, which shall be confirmed by an email message with a suitable VAT invoice attached.

**n.Participation Fee**, an amount defined by the Organiser to be paid by the Payer in order to provide the User with the possibility of participating in the Event.

**o.Payer**, an entity paying the Participation Fee on its own behalf or on behalf of another User.

## **2. Additional information**

a.The Event's official on-line service is found on: <http://ABSldigitalforum.com> (the detailed agenda of the Event is found under the Agenda tab).

b.The System covers the service of storing the User registration details (including full name, name of the employer, position, email address and telephone number) and the handling of the registration process (involving the collection, recording, storing, updating, supplementing and removing of such details) by the Organiser, or the owner of Registration System.

c.The technical requirements involved in the use of the System are no different from those involved in the general use of the Internet. The User will need a computer with Internet access and browsing software. Recommended browsers include: Mozilla Firefox, Google Chrome.

d.The provisions of these Regulations shall constitute an integral part of any application to participate in the Event and shall be binding on all Users.

### **Art. 2. Terms and conditions of participation**

1.To participate in the Event Users must fulfil the following conditions:

a.Apply to participate in the Event solely via an application form available on the Event website;

b.Accept the terms and conditions herein.

c.Pay the Participation Fee as specified by the Organiser, in accordance with Art. 4 hereunder, except Users exempt from the fee under internal ABSL regulations or under any other contracts or agreements.

2.The Organiser reserves the right to change the speakers (including the Event's special guests and the keynote speaker) or the Event agenda for reasons outside its control.

3.The Organiser reserves a right to change the dates of the Event for reasons outside its control. In such a case, the User shall have the right to withdraw from the contract within 14 (fourteen) days of obtaining information about such a change, but no later than on the day prior to the day on which the Event starts. The Organiser shall not be liable to covering any expenses incurred by the User with regards to the Event, except the refunding of the Participation Fee, as stated in Art. 4 hereunder.

4.The number of places for participants in the Event is unlimited.

5. Without prejudice to the provisions of Art. 6 (Exploitation of image, voice and utterance) and of Art. 7 (Personal Data), the Organiser reserves the exclusive right to record sound and video during speaker activity at the Event (including special guests and the keynote speaker). Any recording by persons without the Organiser's authorisation shall be expressly prohibited.

### **Art. 3. Online registration for the Event**

1. Users can only register for the Event via an on-line form available at <http://ABSldigitalforum.com>.

2. The registration shall be opened on 21 October 2020 until 3 December 2020.

3. To correctly register in the System Users must fill in all fields marked with an asterisk (\*).

4. By entering their details in the System during the registration process Users confirm that the details are correct.

5. After filling in and confirming the truthfulness of the details entered in the registration form, the User will be emailed a message confirming the registration to the email address they have provided. For all paid registrations, Users will receive a pro-forma invoice attached to such confirmation messages.

### **Art. 4. Payments**

1. The Event Participation Fee will be **350.00** zł plus VAT (**430.50** zł including VAT) for all Contracts Entered into until registration closure.

2. Any promotions and discounts that the Organiser may offer shall not be cumulative.

3. The Seller has envisaged the following payment formats:

a. For natural persons: a payment to the Seller's Bank Account on the basis of the pro-forma invoice sent to the User's email address included on the registration form;

b. For legal persons and organisation entities without a legal personality:

i. payment to the Seller's Bank Account on the basis of the pro-forma invoice sent to the User's email address included on the registration form,

ii. payment using a Visa, or MasterCard credit card, or by instant transfer available on the PayU S.A. payment platform integrated in the registration system.

4. A relevant VAT invoice will be sent solely by email to the address indicated by the Payer during the registration within seven days following the effective crediting of the payment on the Seller's Bank Account, or following a positive authorisation of a payment made through the electronic channel.

5.All pro-forma invoices received as an attachment to the registration confirmation emails shall be payable within seven days.

6.For Participation Fees paid after 30 November 2020, the Seller reserves the right to demand that the User send a payment confirmation by email on pain of rejecting the User's right to participate in the Event.

7. Users are required to be fully authorised to enter into a financial commitment on behalf of the Payer and in the case of a lack of such authorisation the User shall bear full responsibility for fulfilling the contract entered into.

8.Users shall have a right to withdraw from the Service Contract with a full right to have the Participation Fee refunded only in the cases defined in the applicable legal regulations and hereunder.

9.Event Participation Fees eligible for any reduction (pursuant to internal ABSL regulations or other contracts) shall not be refundable with the exception of cases explicitly covered hereunder, e.g. in Art. 2.2 and 3.

10.Where a request for a refund of a Participation Fee has been accepted, the Seller shall refund the Participation Fee less the cost of such a refund made in the least expensive way available within 14 (fourteen) days of receipt of such a request by the Seller.

11.Consumer Participants, i.e. natural persons, making payments of the Event Participation Fees for purposes not directly related to their business, or professional or statutory activity may withdraw from the Service Contract within 14 days of Entering in the Service Contract, but no later than before the Event has started. In such cases the Seller shall refund the User the amount to the bank account indicated by the User.

12.Should a User, or a non-User of the System make any payment to the Seller's account without any connection to the registration process, nor towards a Participation Fee, the Seller shall refund such payment less the cost of the refund made in the least expensive way available within 14 (fourteen) days of the day when the Seller receives a request for a refund of such an incorrectly paid amount.

13.If under these Regulations a User is eligible for a refund of a paid Participation Fee, the Seller shall make the refund to the bank account indicated by the User.

14.The Participation Fee mentioned in section 1 above shall not include any expenses made in relation to the planned participation in the Event, including travel to or accommodation during the Event.

#### **Art. 5. Details of Partners**

1.By accepting the Regulations, the Users acknowledge that Partners may conduct marketing activities during sessions (and/or workshops and accompanying events).

2.Partners have been informed by the Organiser that they are prohibited from engaging in any kind of marketing activities vis-à-vis the Event Users that would be unethical, or would violate legal and moral norms.

## **Art. 6. Exploitation of Image, Voice and Utterance**

1. Without prejudice to the provisions of Art. 7 (Personal Data), the Organiser hereby declares that the Event will be recorded in audio-visual and/or still photography formats and that the works thus produced will be used for broadcasting in mass media (TV, radio, Internet, press, etc.) or for the purposes of documentation, promotion, or advertisement of the Organiser, Partners and other persons indicated by the Organiser, as well as of the Event itself (commercial use) and the User consents to these actions.

2. The User hereby authorises the Organiser to use their image and/or voice and utterances (if the User makes such during Q&A sessions and/or on camera), and their dissemination as parts of such works for the purposes mentioned in section 1 above and hereby provides non-exclusive and free-of-charge consent, without any restrictions of the time or territory, to their use by the Organiser or by any entities authorised to do so by the Organiser in the following fields of exploitation:

- a. Production and reproduction using printing, reprographic, magnetic, digital, audio-visual, optical, or computer recording techniques;
- b. Entering in computer memory or multimedia networks;
- c. Multiplication and recording the work or parts of it (or any of its elements) using digital and analogue techniques on any electronic and analogue carriers;
- d. In marketing – direct or indirect entering into circulation using any available avenues, techniques and carriers and on all available distribution channels, including:
  - (I) By way of transfer of ownership, a loan, lease or rent, and the making available for use of the original or a copy on the grounds of other legal relationships;
  - (II) As a component of any entity's activity, their know-how or items of intellectual or industrial property, as well as while offering or selling any products or services, and as part of any information, promotion or advertising campaigns, and in any offer, commercial or promotional materials of any entity, as well as by using any technologies and carriers described under letter a) above, in any activity;
- e. Broadcasting and rebroadcasting through cable or wireless vision signal by a terrestrial station or via a satellite, by TV or radio broadcast (including in a cable or coded TV), including a right to rebroadcast on digital platforms and/or in cable networks, webcasting, and simultaneous integral broadcasting (rebroadcasting) by any radio or TV broadcaster;
- f. Public exhibition, screening, playing, or any other use in any format of exploitation, in particular in open and private viewings, ticketed or otherwise;
- g. Making the work or parts of it (or any of its elements) publicly available in such a way as to make it available to anyone at a time and place chosen by them and with any technique;

- h. Use in film and other audio-visual and multimedia works;
- i. Transferring the work to partners, including a right by such partners to use the work or the content of the work, including the granting of licenses with the right to sublicensing;
- j. Any formats of translation of utterances;
- k. In the area of producing, using, disposing and the dissemination of derivative works or works produced using the image and/or utterances; such a consent and authorisation shall cover using them in the exploitation fields defined in sections a-j above.

### **Art. 7. Personal Data**

1. The personal data administrator shall be Związek Liderów Sektora Usług Biznesowych (*Eng. Association of Business Service Leaders*) with its registered address in Warsaw, ul. Rondo ONZ 1, 00-124 Warszawa, registered with the National Court Register under No. 340712. For questions related to the processing of your personal data and your rights, please contact us in writing at: ul. Rondo ONZ 1, 00-124 Warszawa, or by email at: [absl@absl.pl](mailto:absl@absl.pl).

2. The User's personal data will be used in accordance with conditions defined in the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 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 (GDPR), Law of 10 May 2018 on the protection of personal data (Official Journal, Dz.U. of 2018, item 1000, UODO), Polish regulations adopted to facilitate the application of the GDPR, and any other applicable legal regulations, and these Regulations.

3. The Organiser shall pass on personal data to a third country (USA) on the grounds of the Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequacy of the protection provided by the EU-U.S. Privacy Shield (hereafter "Decision"), if publishing photos from the Event in social media, including on LinkedIn, Facebook, and YouTube. The Decision states that it is permitted to pass on data to entities in the USA, which have adopted a set of privacy principles — the EU-U.S. Privacy Shield Framework Principles, including the Supplemental Principles - through self-certification by being entered on a list of entities self-certified under the EU-U.S. Privacy Shield. Facebook, Inc., the LinkedIn Corporation and Google LLC are listed as self-certified with the EU-U.S. Privacy Shield. The full list of entities is available under: [www.privacyshield.gov](http://www.privacyshield.gov). Further details of the principles of personal data processing under the EU-U.S. Privacy Shield and on protections applied are available at: [www.privacyshield.gov](http://www.privacyshield.gov).

4. Personal data provided through the on-line application shall be processed for the purpose and within the scope of the Event. The grounds of the personal data processing are Art. 6.1.b) of the GDPR – performance of a contract (acceptance of the Regulation and an application to participate in the Event and the acceptance by the Organiser of the application and the participation fee constitute the Entering into the Contract). The

Organiser may also process the data to determine, defend or pursue claims remaining in connection with the Event that is organised, which is its legitimate interest (Art. 6.1.f GDPR). In these cases personal data will be stored until expiration of punishable offences or claims, as defined by relevant legal regulations. Additionally, the Organiser will also process personal data of the Users to comply with its legal obligations under the tax and accounting regulations, in particular in terms of the correct documentation of transactions for tax settlements, preparing its financial reports and complying with the accounting regulations, i.e. to perform duties necessary for compliance with a legal obligation (Art. 6.1.c GDPR). In this case, the personal data will be stored for a period defined by the relevant accounting regulations and tax regulations.

5. Additionally, based on and solely to the extent that the User has provided their consent, personal data will be processed to the extent necessary to deliver the objective(s) of the contract, to which such consent has been given. The grounds for personal data processing are provided by Art. 6.1.a) GDPR – freely given, unambiguous, informed and specific agreement of the person to whom the data is related. Personal data processed under such consent shall be stored for a period necessary for the purposes they have been collected for and in any case no longer than until the User may withdraw his or her consent. Withdrawal of consent shall not affect the legality of any processing performed upon this consent prior to its withdrawal.

6. While participating in the Event a User who gives an interview that is visibly recorded (voice and/or picture), or who appears in an area that is covered by an audio-visual and/or still photograph recording, and in particular who engages in public dialogue or utterance within such an area, gives, by sole virtue of engaging in such activities, his or her free and informed consent to the processing by the Organiser of his or her image, voice and utterance content for the purpose of the documentation of the Event and for advertising and promoting purposes of the Organiser and Partners. In such cases, the personal data shall be stored for the period necessary to achieve these purposes.

7. Data submitted during the Event registration is given freely, while a failure to provide such data may result in ineligibility to participate in the Event. For Participants registered by third persons their personal data indicated by the on-line form are made available by the User.

8. Personal data may be transferred to the following recipients: a) Partners; b) the owner of Registration System; c) our partners and service providers involved in the organisation of the Event; d) a provider of a hosting service for data processed automatically or via e-mail, including Facebook, Inc., the LinkedIn Corporation and Google LLC; e) the developer of an application used during the Event and other ABSL events; f) accounting and legal service providers; g) members of the Organiser; h) state bodies to the extent the Organiser is bound by its obligations under mandatory rules of law.

9. Users shall have the right to: a) access and receive copies of their data, b) demand to rectify (correct) their data, c) demand to remove their data or limit their processing, d) file an objection to data processing in cases defined by law, d) transfer the data that is subject to automated processing (to the extent permitted by the GDPR), and f) make claims to the supervising authority, namely the President of the Polish Personal Data Protection Office.

10.The Organiser shall not engage in automatic decision-making, including profiling using personal data.

### **Art. 8. User Obligations**

1.The Organiser reserves the right to use the e-mail address submitted during the Event registration to notify Event Users about such matters, as for example changes in the Event Agenda or Regulations.

2.The Event User hereby confirms to have acquainted themselves with the Regulations and undertakes to adhere to them.

3. The User undertakes to:

- a.Observe any instruction that may be given by the Organiser, or any other persons authorised by the Organiser;
- b.Adhere to the rules involved in video/audio recording of the speakers (including special guests and the keynote speaker) during the Event, as stated in Art. 2.8 herein;
- c.Use any training materials that may be handed out by the Organiser as part of the Event solely for the User's private purposes, as defined in Copyright and Related Rights Law;
- d.Comply with the provisions of generally applicable law.

### **Art. 9 Complaints and Disputes**

1.Users may file complaints by e-mail to [digitalforum@absl.pl](mailto:digitalforum@absl.pl) or to the address for correspondence of the Organiser included in the Definitions.

2.Complaints should be filed within 14 days of the Event's closing day.

3. A complaint should include:

- a.The User's full name (name);
- b.The User's address for correspondence, e-mail address and telephone number;
- c.The object of the complaint, including which Event it pertains to;
- d.The factual circumstances corroborating the complaint.

4.The Organiser shall consider each complaint within 14 days of its filing and respond to the claimant, by email or land mail to the address from which the complaint was sent, stating whether the complaint has been accepted or rejected.

5. For accepted complaints, the Organiser shall also inform the User of the details of the solution chosen to resolve the complaint.

### **Art. 10 Out of court complaint and claim procedures and access to such (CONSUMERS ONLY)**

1. Consumer Users and Payers may avail themselves of out-of-court methods of considering complaints and pursuing claims. The rules of availability of such procedures are available in the offices and on the websites of bodies authorised to consider disputes out of court. Such bodies may, in particular, include Polish consumer spokespersons and Regional Offices of Competition and Consumer Protection, the list of which is available on the website of the Office of Competition and Consumer Protection.

2. The Online Dispute Resolution (ODR) platform designed for resolving disputes between consumers and entrepreneurs at the EU level is available at <http://ec.europa.eu/consumers/odr/>.

### **Art. 11 Final Considerations**

1. The Organiser reserves the right to make changes to these Regulations. After each such change, the Organiser shall make available a consolidated text of the Regulations by posting it on the Event website at <http://ABSldigitalforum.com> Such new text of the Regulations shall also be mailed to the Users. All Users already registered for the Event should promptly consult such changes, as published by the Organiser. Users who do not accept any such change in the Regulations should immediately notify the Organiser to that effect by writing to the address: [digitalforum@absl.pl](mailto:digitalforum@absl.pl), which is tantamount to a statement of withdrawal from the Service Contract. Such statement should be made no later than 14 days after the coming into force of the changed Regulations. Failure to receive by the Organiser of such a statement from the User about non-acceptance of a change in the Regulations within the stated deadline shall be tantamount to acceptance of the changed Regulations by the User.

2. The Organiser shall not be liable for items belonging to Users that may be lost, destroyed or stolen during the Event, especially within the Event venue.

3. The court with jurisdiction over any disputes arising from the Contract shall be a court with jurisdiction at the Organiser's registered address. This provision shall not apply to consumer Users and Payers.

4. These Regulations shall come into force on 21.10.2020.