

Regulations on Moderator/ Speaker Participation in the ABSL Digital Forum Dec 2020

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. Moderator, a Speaker whose intervention during the Event is to involve the chairing and moderating of a Panel.

e. Speaker, a physical person approved or invited by the Organiser to take part in the Event as a Panellist, Lecturer or Moderator, and provided by the Organiser with an access code to register as a Speaker at the Event.

f. Separate Agreements between the Parties, adopted by the Organiser and the Speaker in at least a documentary format, which in particular involve the date, time, location and topic, as well as the duration of the Speaker's intervention during the Event.

g. Organiser, the ABSL, with Event-Factory acting on its behalf and for its benefit.

h. Partner, any natural or legal person, or an organisation without legal personality, supporting, or financing, or co-financing the organisation of the Event.

i. Panel, a public intervention during the Event in the form of an active discussion with the participation of Panellists and the Moderator, without a presentation and specifically in the format of a discussion panel, a discussion, or a Round Table, details of which are the subject of Separate Agreements Between the Parties.

j. Panellist, a Speaker, whose intervention during the Event is to involve active participation in a discussion conducted as part of a Panel.

k. Lecturer, Speaker, whose intervention during the Event is to involve delivering a Lecture.

l. Lecture, a public intervention delivered by a Lecturer during the Event, complete with a multimedia presentation to be drafted by the Lecturer, the details of which shall be subject to Separate Agreements between the Parties.

m. Registration System (System), a web application, owned by ISPSA, handling the registration of Participants for the Event.

n. User, any person using the System to perform the Event registration process on its own behalf or on behalf of another Speaker.

o. Participant, a natural person taking part in the Event as a participant.

p.Event Participation Contract, a contract between the Organiser and the Speaker laying down terms and conditions of the Speaker's public intervention and participation in the Event that consists of: (i) the provisions of these Regulations; (ii) Separate Agreements Between the Parties, and (iii) binding legal regulations.

q.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, online.

2. Additional information

a.The Event's official on-line service is found on: www.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 Seller.

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.

Art. 2. Terms and conditions of speaker participation

1. All Speakers have been approved or invited by the Organiser to take part in the Event as Panellists, Lecturers or Moderators. As an additional and necessary condition for participation in the Event, the Speakers shall accept the provisions of these regulations and shall register for the Event (by choosing the participation type: Moderator/ Speaker).
2. The Speakers' and the Organiser's rights and obligations are regulated hereunder. Without prejudice to these Regulations, the Parties to the Event Participation Contract may adopt Separate Agreements between the Parties. Where contradictions, if any, may arise between the provisions of such Separate Agreements between the Parties and these Regulations, the Separate Agreements Between the Parties shall prevail, as they modify or refine the Regulations.
3. The Organiser reserves the right to change the dates of the Event for reasons outside its control and the Speaker hereby agrees not to make any claims in this respect. Unless the Parties explicitly agree otherwise, the Organiser shall not be responsible for covering any expenses borne by the Lecturer in relation to the Event.
4. Without prejudice to the provisions of Art. 6 (Exploitation of Image, Voice and Utterance and Content) and of Art. 7 (Personal Data), the Organiser reserves the exclusive right to record sound and video during the interventions of Speakers (including special guests and the keynote speaker) at the Event. Any recording by persons without the Organiser's authorisation shall be expressly prohibited.
5. Speakers shall not be entitled to remuneration for the preparation or delivery of their intervention during the Event, nor for any other activities related to their participation in

the Event. Nor shall the Organiser be responsible for the Speakers participation in the Event, including their travel or accommodation.

6. Taking into the account the Event nature (online) the Organiser shall not provide the Speakers with any equipment except for the access to the Event site www.ABSLdigitalforum.com.
7. The participation of the Speakers in the Event shall entail their right to:
 - a. Participate in the sessions;
 - b. Receive conference packages (for the User's personal use only, as defined in the Law on Copyright and Related Rights);

Art. 3. Speaker Registration

1. Users can only register for the Event via an on-line form available at www.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.

Art. 4. Speaker's Obligations

1. The Organiser reserves the right to use the e-mail address and telephone number given during the Event registration for the purpose of notifying Speakers on matters such as, but not limited to, changes to the Event agenda or to these Regulations.
2. By registering for the Event the Speakers confirm to have acquainted themselves with and commit themselves to observing the Regulations.
3. The Speakers commit to drafting and delivering their interventions (in particular a Lecture) in compliance with their professional ethical codes, with generally established principles of mutual respect, and with the Organiser's renown and values in mind. The Speakers commit to exercise due diligence so as to refer only to reliable information while delivering the pre-prepared interventions.
4. A speaker shall be fully and exclusively liable for the content of his or her utterances (in particular Lectures), as well as materials presented during the multimedia presentation, and shall especially be liable towards third persons for any violation of their rights, if any, including under the law on copyright and related rights, intellectual property law, etc.
5. Speakers shall submit, to the Organiser's address: digitalforum@absl.pl , their bios (in English), including an up-to-date photo, within seven days of agreeing the terms and conditions of cooperation, but no later than by 30 November 2020, and hereby provide

their consent to the use of these under the terms and conditions and within the exploitation fields named in Art. 6 below.

6. The Panellists shall submit their proposed Lecture topics to the Organiser's address: digitalforum@absl.pl, within 14 days of agreeing the terms and conditions of cooperation, but no later than by 20 November 2020, and subsequently the final contents of the Lecture, including a multimedia presentation within 14 days of the approval of the Lecture topic, but no later than by 20 November 2020. Within the same dates and in the same manner as above, Moderators shall commit to submit to the Organiser questions prepared by them for Panel discussions, while Panellists shall commit to submit to the Organiser the proposed theses of their utterances to be delivered during the Panels. Additionally, the Panellists commit to work with the Moderators and the Organiser to agree, with suitable notice, the theme and the course of their Panels. The Speaker hereby consents to the Organiser using these stated materials submitted to him on the conditions and within the fields of exploitation named in Art. 6 below (nonexclusive license).
7. The Organiser reserves the right to raise reservations about the contents submitted by the Speaker and the Speaker undertakes to accept any such comments made in that mode and to introduce relevant corrections. In particularly justified cases the Organiser reserves a right not to avail themselves or to cancel the Lecture or the chairing/moderation of a Panel, if a risk arises that these might be incompatible with the Separate Agreements between the Parties, or might violate the rights or legitimate interests of the Organiser or of a third party. The Organiser hereby declares that the contents submitted to it (including presentations) shall not undergo proof reading as standard and the Speakers shall not be eligible to demand such proof reading from the Organiser.
8. Speakers shall log in at ABSLdigitalforum.com a minimum of 15 minutes before the agreed time of their presentation.
9. The Speakers undertake to:
 - a. Observe any instruction that may be given by the Organiser's stewards, 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 herein;
 - c. Not disturb the peace of other Speakers or Event Users and of other persons taking part in online Event;
 - d. Use any training materials that may be handed out by the Organiser as part of the Event solely for his or her private purposes, as defined in Copyright and Related Rights Law;
 - e. Comply with the provisions of generally applicable law.
10. The Speaker hereby acknowledges that should the Organiser determine that the Speaker is in breach of the provisions of these Regulations, the Organiser shall have the right to refuse the Speaker the right to participate in the Event.

Art. 5. Details of Partners

1. By accepting the Regulations, Speakers acknowledge that Partners may conduct

marketing activities during interventions, sessions (and/or workshops and accompanying events) taking place during the Event.

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 and Speakers that would be unethical, or would violate legal and moral norms.

Art. 6. Exploitation of Image, Voice and Utterance and Content

1. Without prejudice to the provisions of Art. 7 (Personal Data), the Organiser hereby declares and the Speaker accepts that the Event, including a Lecture, a Panel and the Speaker's intervention, will be recorded in audio-visual and/or still photography formats and that the works thus produced may subsequently 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).
2. The Speaker hereby authorises the Organiser to use their image and/or voice and utterances (understood as the Speaker's intervention during a Lecture or Panel, as well as the Speaker's utterances during other Lecture discussions and/or on camera), and that the content of interventions (including Lectures and Panel discussion), and their dissemination as parts of such works for the purposes mentioned in section 1 above, in whole or in part, and hereby provides non-exclusive and free-of-charge consent, without any restrictions of 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, photosensitive, 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 personal data processing and any rights, please contact us in writing at: ul. Rondo ONZ 1, 00-124 Warszawa, or by email at: absl@absl.pl.

2. The Speaker'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. 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.

4. The Speaker's personal data provided through the on-line application shall be processed for the purpose of and within the scope related to the Event. The grounds of the personal data processing are provided by Art. 6.1.b) of the GDPR – performance of the Event Participation Contract. The Organiser may also process the data to determine, defend or pursue claims remaining in connection with the Event that is organised, which constitutes its legitimate interest (Art. 6.1.f GDPR). In these cases personal data will be stored until the expiration of punishable offences or claims, as defined by relevant legal regulations.

5. The Organiser will also process personal data of the Speakers 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.

6. The Speaker's personal data, in terms of their image, voice and utterance content, recorded in audio-visual and/or still photography formats, shall be processed by the Organiser and by its Partners under the terms and conditions detailed in Art. 6 herein. Such personal data processing shall be performed on the grounds provided by Art. 6.1.b) of the Polish GDPR Law – the delivery of the Event Participation Contract. Such data shall be stored for the period necessary to achieve the purposes they have been collected for.

7. Additionally, based on and solely to the extent that the Speaker 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 (e.g. if participating in business card lotteries that may be arranged during the Event). 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 Speaker 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.

8. The Speaker submits his or her data freely, while a failure to provide such data may result in ineligibility to enter in and/or delivery of an Event Participation Contract. For Participants registered by third persons their personal data indicated on the on-line form are made available by the User.

9. Personal data may be transferred to the following recipients: a) Partners; b) the Seller, 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 conference 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.

10. Speakers 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, e) 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.

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

Art. 8. 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. Such a new text of the Regulations may also be mailed to the Speakers. All Speakers already registered for the Event should promptly take note of such changes, as published by the Organiser.

2. The Organiser shall not be liable for items belonging to Speakers 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.

4. These Regulations shall come into force on 21.10.2020.