

## RULES AND REGULATIONS

These Rules and Regulations determine the conditions of use of the Internet service for the ByteMyCode conference available at the following address: bytemycode.pl and constitutes an integral part of agreements entered into by PROIDEA via the Service in question.

### I. General provisions.

1. Use of the Service as well as other services offered via said system is tantamount to granting consent for the provisions of these Rules and Regulations ('**Rules and Regulations**'), as well as the **Privacy Policy**.
2. Any and all rights to the name of the Service, its graphic and functional concept, rights to any text and graphic elements used within the Service, except for elements procured from third parties (including but not limited to wordmarks of partners, media partners, sponsors, partner conferences etc.) shall belong to PROIDEA and may be used solely on the basis of the consent (licence) granted by PROIDEA.
3. Legal basis for these Rules and Regulations shall, including but not limited to, constitute:
  - a. Act of 29 August 1997 on Protection of Personal Data;
  - b. Act of 18 July 2002 on Providing Services by Electronic Means;
  - c. Act of 23 April 1964 - Civil Code;
  - d. Act of 30 May 2014 on Consumer Rights.
4. In the matters related to the use of the Service or participation in the Conference, the User may contact PROIDEA via electronic mail at the following address: joanna.zachwieja@proidea.org.pl or, alternatively, via telephone at the following number: (+48) 605 177 682.

### II. Certain Defined Terms

For the purpose of these Rules and Regulations the following terms shall have the following meaning:

1. **Service** - shall mean the Internet web page at bytemycode.pl which contains the information related to the Conference and enables registration as the Conference Participant or Conference Speaker.
2. **PROIDEA** - PROIDEA sp. z o.o. with registered office in Kraków at ul. Łabędzia 9, 30-651 Kraków, entered into the Register of Entrepreneurs maintained at the District Court for Kraków Śródmieście in Kraków, National Court Register with the KRS number: 0000448243, NIP number: 6793088842, with the initial capital in the amount of PLN 10,000.00, paid up in full.
3. **Conference** - telecommunications industry conference held under the name of ByteMyCode organized by PROIDEA in Wrocław from 7.10.2017 to 7.10.2017 held at the Strefa Kultury Studenckiej, Hoene-Wrońskiego 10, 50-376 Wrocław.
4. **User** - adult natural person who uses the Service.
5. **Agenda** - defined by PROIDEA detailed Conference program published within the Service after having confirmed some or all the Speakers. Agenda made available by PROIDEA is published for informative purposes only and may be subject to change.
6. **Conference Participant** - a person entitled to take part in the Conference and to obtain additional benefits defined in detail in section IV of the Rules and Regulations.
7. **Conference Speaker** - a person entitled to deliver a presentation during the Conference, selected by PROIDEA in accordance with the procedures defined in section V of these Rules and Regulations.

### III. Terms of Use of the Service.

1. Using the Service and all of its functions requires access to the Internet and application of a standard Internet browser.
2. In order to guarantee safety for data transfers via the Service, PROIDEA shall apply any and all technical and organizational measures adequate for the level of threat related to the use of Service.
3. The User shall be obliged to observe the prohibition of overuse of the Service, including but not limited to:
  - a. providing content that causes interruptions in the functioning of the Service or an overload thereof, alternatively, of the systems used by entities that participate directly or indirectly in the provision of services via electronic means;
  - b. providing content that may infringe personal rights of third parties, copyright, intellectual property rights, entrepreneurial secrets or those that may in any way infringe the legal governance in force or public decency;
  - c. providing content that contains computer viruses and other malware like: *worms, trojan horses, keyloggers* or other;
  - d. providing content that causes sending unsolicited by the recipients commercial information (SPAM) or other content forbidden by law- as well as providing other types of unlawful content.

### IV. Participation in the Conference.

#### A. Participation as Conference Participant.

1. Participation in the Conference as the Conference Participant entitles said person to take part in any and all sessions listed in the Agenda as well as to obtain additional benefits, as defined in detail in section IV.A.2. of the Rules and Regulations.
2. Additionally, each Participant shall be entitled to the following:
  - a. receive one set of conference materials;
  - b. take part in coffee and lunch breaks organized by PROIDEA on each of the days of the Conference. Catering shall be provided by PROIDEA;
  - c. receive one T-shirt in the size indicated in the registration form filled out by the Participant, subject to the requirement of filling out assessment questionnaire of the Conference disclosing the name of the Participant. This condition shall not apply if PROIDEA resigns from the option of conducting such questionnaire;
  - d. enter the Conference Afterparty organized by PROIDEA.
3. Participation in the Conference as Conference Participant shall be subject to a charge. The cost of the participation is contingent on the time of registration. Participation costs have been defined in the Price List available via the registration form.
4. The cost defined in section IV.A.2. applies to participation in the Conference by a single person.
5. To the cost defined in section IV.A.2. a relevant amount of goods and services tax (VAT) shall be added, except in the cases when after the registration a User provides PROIDEA, via email to the address: [joanna.zachwieja@proidea.org.pl](mailto:joanna.zachwieja@proidea.org.pl), with a declaration on financing participation in the Conference from public funds.
6. Payment of the Conference fee may be done in PLN or EUR. Participation cost in the Conference, depending on the chosen currency, is listed in the Price List mentioned in section IV.A.3.

7. Registration for participation in the Conference as the Participant may be done by the User by way of completing and submitting the electronic registration form available through the Service.
8. The User, by choosing the appropriate User registration form, may either register as a natural person or as a legal person.
9. In the User registration form for natural persons, the User shall provide the following information: name and surname; e-mail address; phone number; address of residence; T-shirt size; type of lunch (vegetarian or standard); how he found out about the conference; currency for the participation fee in the Conference (PLN or EUR), and - optionally - user names for the following social media: Facebook, Twitter and LinkedIn.  

In the registration form the User shall provide the discount code (if he received it). If the User, despite having a discount code, fails to provide the code during the registration process, he loses the right to obtain the discount, and the registration process continues according to payment terms mentioned in section IV.A.3.
10. In the User registration form for legal persons, the User shall provide the following information: name of the legal person registering the User; registered address of the legal person; NIP number (Polish taxpayer ID), name of the User completing the registration process; email address of the User completing the registration process; telephone number of the User completing the registration process and - optionally - user names for the following social media: Facebook, Twitter and LinkedIn.  

In the registration form the User shall provide his discount code (if he received it). If the User, despite having a discount code, fails to provide the code during the registration process, he loses the right to obtain the discount, and the registration process continues according to payment terms mentioned in section IV.A.3.

In the registration form the User shall provide the data of a person or persons submitted for participation in the Conference providing their name and surname; e-mail address; position held; T-shirt size, type of lunch (vegetarian or standard). The User may also optionally provide names of natural persons submitted for participation in the Conference in the following social media: Facebook, Twitter and LinkedIn.
11. Before the User registration form is submitted, the User shall be obliged to read and acknowledge the contents of the Rules and Regulations and Privacy Policy. By submitting a filled out form and mailing it to PROIDEA, the User presents PROIDEA with an offer to enter into the Agreement for Participation in the Conference.
12. Receipt the offer mentioned in section IV.A.11., PROIDEA confirms by way of sending a message confirming the registration process to the User's email address. With the moment said message is mailed to the User, an Agreement for Participation in the Conference is entered into between the User - or a legal person represented by him - and PROIDEA.
13. Within 7 days of the day of registration, PROIDEA shall send a *pro forma* invoice to the email address of the User. Payment for participation in the Conference must be made in a timely manner, to the bank account of PROIDEA, as indicated on the *pro forma* invoice. Payment may be executed immediately after obtaining PROIDEA's confirmation mentioned in section IV.A.12 into the bank account of PROIDEA identified in the email message sent to the User, or via the internet payment system *Paypal* (payment ID:platosci@proidea.org.pl).
14. Failure to cover the fee for participation in the Conference shall not be tantamount to resignation from participation and the User, or persons submitted for participation in accordance with section IV.A.10, shall retain the right to participate in the Conference; in case of failure to provide resignation under the conditions defined in sections IV.A.15-16 hereinbelow, PROIDEA shall retain the right to payment. In case when the payment is not provided within the term on the invoice, PROIDEA shall reserve the right to rescind the Agreement for Participation in the Conference without additional calls or setting an additional term of payment.
15. The User, who is a consumer, shall be entitled to rescind the Agreement entered into with PROIDEA without any additional costs or providing reasons therefore, within 14 days of entering into the Agreement, in accordance with provisions of the section IV.A.12. Statement on rescinding the Agreement must be made in writing. The User may use the Statement of Rescission template attached thereto.
16. Subject to the provisions defined in section IV.A.15, the User shall be entitled to resign from participation in the Conference by the final and non-negotiable term of 1.10.2017, by mailing to PROIDEA a Statement of Rescission in

writing, by way of a registered letter sent to the address of PROIDEA. The term shall be deemed observed if the registered letter was posted with the observance of said term. In case of resignation mentioned in this provision, PROIDEA shall return to the User the amount equivalent to the sum paid for participation in the Conference. The sum shall be returned within 30 days on the basis of the amended invoice accepted by the User.

17. Information regarding the change of the Participant should be provided to PROIDEA within the term not to exceed 5 days before the start of the Conference. Change of the Participant requires filling out the User registration form anew, as well as providing the information regarding the change of the Participant to the following email address: rejestracja@proidea.org.pl, including information regarding the persons whose data the change concerns.

#### V. **Participation in the Conference as a Conference Speaker.**

1. Registration for participation in the Conference as the Speaker may be done by the User by way of completing and submitting the electronic registration form available through the Service and sending it to PROIDEA. In the Speaker registration form the User shall provide the following data: name and surname, email address, telephone number (optional), country of residence, name of the company, a short bio, title of the presentation both in Polish and English; abstract of the presentation in Polish and English and the language of the presentation. The User shall attach his digital photo to the form.
2. PROIDEA shall send a confirmation of receipt of the registration to the email address provided by the User in the Speaker registration form.
3. Participation in the Conference as a Conference Speaker depends on the assessment of the submitted material by PROIDEA. Assessment of sent materials and selection of Speakers shall be conducted by the PROIDEA Program Council. PROIDEA shall inform the User about the assessment of the materials via email.
4. In case of positive assessment, the Speaker shall be obliged to prepare and send his presentation to the electronic mail address of PROIDEA no later than at 14 days before the start of the Conference.
5. By registering, the User grants PROIDEA the non-exclusive licence for the use of the materials presented to PROIDEA in relation to the participation in the Conference - abstracts both in English and Polish, presentation sent to PROIDEA, as well as the Speaker's presentation delivered during the Conference. The consent also covers the use of the Speaker's image (**'Rights'**). The licence shall cover:
  - a. in the scope of recording and issuing copies - recording and issuing copies of Rights by way of any technique, including but not limited to printing, reprographic and digital techniques, on any kind of media storage, including but not limited to CDs, solid state storage media as well as uploading and transfer of Rights to memory of teleinformatic systems;
  - b. within the scope of dissemination - hire, giving for use and marketing the media on which the Rights have been recorded.
  - c. within the scope of dissemination in the manner other than mentioned in letter b) hereinabove - allowing for use in such manner that anyone may have access to Rights in the place and time chosen by them, displaying, broadcasting and re-broadcasting, both terrestrial and satellite, transfer of Rights as streaming, both live and on-demand.The licence shall be granted subject to obtaining a positive assessment of the application according to section V.3. hereinabove.
6. Participation in the Conference as Conference Speaker also requires registration as the Conference Participant.

#### VI. **Personal Data.**

1. PROIDEA shall process personal data of Conference Participants and Speakers within the scope and in accordance with the conditions outlined in detail hereinbelow.

2. The administrator of personal data will be PROIDEA sp. z o.o. with registered office in Kraków at ul. Łabędzia 9, 30-651 Kraków, entered into the Register of Entrepreneurs maintained at the District Court for Kraków Śródmieście in Kraków, National Court Register with the KRS number: 0000448243, NIP number: 6793088842, with the initial capital in the amount of PLN 10,000.00, paid up in full.
3. PROIDEA shall process personal data of Conference Participants, as submitted in the User registration form, with the purpose of entering into the Agreement for Participation in the Conference and performance of the provisions thereof. Article 23 paragraph 1 section 3 of the Act of 29 August 1997 on Protection of Personal Data provides legal grounds for processing personal data.  
In case of registration of a legal person, PROIDEA shall process personal data of the Conference Participant on the basis of the consent granted by the Conference Participant in question. Consent is granted by participants marking relevant fields in the confirmation form of participation in the Conference. The address of the form shall be provided to the Conference Participant in an email address notifying on the submission to participate in the Conference.
4. PROIDEA shall be entitled to process personal data of the Conference Participant for marketing purposes related to the presentation of PROIDEA's business activity and the company's offer, as well as its partners, if said persons granted such consent by marking relevant fields in the User registration form.  
If a legal person was registered, PROIDEA shall be entitled to process only personal data of the person completing the registration procedure with the above purpose, and who may grant such consent by marking the relevant field in the User registration form. Processing of personal data of registered Conference Participant shall be based on consent granted by way of a form confirming participation in the in the Conference, mentioned in section IV.3  
User's expressing his consent for personal data processing in the above mentioned scope is fully voluntary and shall not constitute a condition *sine qua non* for participation in the Conference.
5. PROIDEA shall process personal data of the Users who expressed their intention to participate in the Conference as Speakers, with the purposes related to the assessment of mailed applications and the choice of Speakers, as well as with the purposes related to participation of the Speaker in the Conference.  
Consent shall be granted by marking a relevant field in the Speaker registration form and is entirely voluntary, although it is a condition for registering participation in the Conference.
6. Persons mentioned in sections VII.3-5 shall be entitled to inspect their own personal data and to amend them.
7. Except for cases defined hereinabove, PROIDEA shall disclose personal data in cases when such disclosure is strictly required by legal provisions in force.

## VII. Complaints.

1. The User may send any and all complaints to the email address at joanna.zachwieja@proidea.org.pl or in writing to the registered address of PROIDEA.
2. Complaints related to the course of the Conference may be filed within 14 days of the date the Conference finished. The date of receiving the complaint by PROIDEA shall be deemed the date of filing thereof.
3. Complaints filed past the provided term defined in section VII.2 shall not be considered.

## VIII. Final Provisions.

1. The User expresses his consent for delivery of Rules and Regulations in an electronic form in the PDF format.
2. Unless these Rules and Regulations stipulate otherwise, communications between PROIDEA and the User who sent the User or Speaker registration form, shall be executed by electronic means, for the User by means of the email address identified in the Account settings, and for PROIDEA by means of the following email address: joanna.zachwieja@proidea.org.pl or another address in the proidea.org.pl domain.
3. If some of the provisions of these Rules and Regulations are deemed invalid or ineffective by the provisions of the law, the validity or effectiveness of the remaining provisions of these Rules and Regulations shall not be affected. In place of the invalid provision a rule shall be applied which represents the purpose of voided provision and the entire Rules and Regulations the closest.

4. Privacy Policy constitutes an integral part of these Rules and Regulations.
5. Current version of Rules and Regulations is published on the Service webpage and delivered, free of charge, to the User at his demand to the email address identified by the User.
6. Rules and Regulations shall become valid on 25.08.2017
7. PROIDEA reserves the right to amend these Rules and Regulations. The Users shall be informed about each and every amendment of these Rules and Regulations via a message uploaded to the Service, at 14 days before the planned amendment becoming effective. If the User does not consent for the changes in the Rules and Regulations he should inform PROIDEA about that fact within the provided period. Absence of consent for the new text of the Rules and Regulations shall be deemed tantamount to termination of the Agreement mentioned in Article 384<sup>1</sup> of the [Polish] Civil Code, and effective upon the expiry of the date provided for expressing the objections to the amendments in Rules and Regulations. Until the expiry of said term the User must observe the existing provisions.

## TEMPLATE OF THE STATEMENT OF RESCISSION OF THE AGREEMENT

*(to be filled out and mailed back only in case of intent to rescind the agreement)*

PROIDEA Sp. z o.o.

ul. Łabędzia 9, 30-651 Kraków

Phone no: \_\_\_\_\_

e-mail: \_\_\_\_\_

I, \_\_\_\_\_ (*name and surname, address of residence*) hereby inform that I rescind the agreement for the performance of the following service : \_\_\_\_\_ (*name of the conference*) entered into on (*date*) \_\_\_\_\_.

\_\_\_\_\_

*Date and signature*