SPHERE.IT CONF 2022 CONFERENCE RULES 20-21 September 2022, Krakow, Poland

I. [General Provisions]

- These rules (the *Rules*) shall set forth terms of organization and participation in the **Sphere.it** conf 2022 to be held in Krakow, Poland, in The Manggha Museum of Japanese Art and Technology (Muzeum Sztuki i Techniki Japońskiej Manggha) on 20-21 September 2022 (the *Conference*). The Rules shall apply to all Conference Participants.
- The Conference is organized by Virtus Lab Sp. z o.o. with a registered office in Rzeszow,
 Poland, ul. Zofii Nałkowskiej 23, entered into the Register of Entrepreneurs of the National
 Court Register kept by the District Court in Rzeszow, XII Commercial Division of the National
 Court Register under entry No. KRS 0000349785, Tax Id. No. (NIP) 5170312965, Industry Id. No.
 (REGON) 180526627.
- 3. The Conference may be attended by natural persons who have reached the age of majority and have full legal capacity, by legal persons, and by unincorporated business units which may acquire rights and assume obligations on their own behalf that have properly applied to participate in the Conference (the *Application*) and have paid an attendance fee (the *Fee*), unless they have been released from an obligation to pay the Fee and provided that the maximum number of the Participants (the *Participants' Limit*) has not yet been reached.
- 4. The objective of the Conference is to interest programmers, technology enthusiasts, and businessmen in the developing potential of software technology (the *Conference Objective*).
- Any information concerning the organization and participation in the Conference is available on 5. the Conference's official website: sphere-it/event/sphere-conf/ (the Official Website). The Application shall be filed and the Fee shall be paid via the Evenea registration system. Application for participation and payment of the Fee is conducted within the framework of services provided electronically. A link to the Evenea registration system is available on the Official Website in the Get tickets section. In order to use the Official Website, it is necessary to meet standard technical requirements to connect to the Internet. The Official Website is available through standard browsers, in particular Chrome, Safari, Edge, and Firefox. In order to submit the Application and pay the Fee, it is necessary to have an active e-mail address. Other technical conditions of the Applications and payments are specified in Evenea's terms and conditions, available on Evenea's website. Evenea's registration system is a web service independent of the Official Website. Before using the Evenea's registration system, the Participant should read its terms and conditions. The Participant may not submit any illegal content via the Official Website. The use of the Official Website ends as of the moment of leaving the webpage. Complaints concerning the operation of the Official Website shall be filed

at the e-mail address: events@virtuslab.com. The consideration of complaints follows within a period not exceeding 14 days.

II. [Participation Terms]

- 1. Prerequisites for participation in the Conference shall involve:
 - 1) filing of the correct Application;
 - 2) paying the Fee.
- 2. By filing the Application, the Participant accepts the Rules.
- 3. The Participants' Limit stands at 200.
- 4. Each Application filed by a legal person or by an unincorporated business unit shall confer the right to only one seat unless the Fee paid via the Evenea registration system points to the fact that the Application covers a greater number of seats.
- 5. Seats are assigned on a first come first served basis and according to a date when the Fee is credited to the Organiser's account by the Evenea registration system until the Participants' Limit is reached.
- 6. Once the Participants' Limit is reached, a seat can be assigned only if another Participant resigns from participation in the Conference.
- 7. The Participant may resign from participation in the Conference. The Organiser shall return the Fee to the Participant who has resigned from participation in the Conference only if a declaration of resignation has been received by the Organiser one month prior to the Conference date at the latest. A declaration of resignation shall be sent to the e-mail address: events@virtuslab.com.
- 8. The Participant may decide to replace an individual supposed to participate in the Conference with another one provided that a declaration about such a change is received by the Organiser two days prior to the Conference date at the latest. A declaration about the change shall be sent to the e-mail address: events@virtuslab.com.
- 9. If in spite of the correct filing of the Application and payment of the Fee the Participants' Limit has been already reached, the Fee shall be promptly returned in full and an individual who has paid the Fee shall be promptly notified that their participation in the Conference shall not be possible.
- 10. The Organiser reserves the right to change speakers and/or a program, for reasons beyond the Organiser's control. In such a case, the Participant shall not be entitled to any compensation or Fee reimbursement, unless mandatory rules of law provide otherwise.
- 11. The Organiser reserves the right to change the Conference date, for reasons beyond the Organiser's control. If the Participant resigns from participation, for this reason, the Organiser shall return the entire Fee to an individual who has paid the Fee. The Organiser shall not reimburse any other costs incurred by the Participant to attend the Conference unless obliged to do so by mandatory rules of law.

12. The Participant may be asked by the Organiser to present Fee payment confirmation generated by the Evenea registration system (i.e. the *Ticket*). If the Participant fails to present the Ticket, the Organiser may prevent them from attending the Conference.

III. [Fee]

- 1. Participation in the Conference is available against payment unless the Organiser has released the Participant from an obligation to pay the Fee.
- 2. The Participant shall pay the Fee via the Evenea registration system.
- 3. Fee rates, Ticket types, and payment methods are specified in the Evenea registration system.
- 4. Upon the payment of the Fee, the Participant shall receive the Ticket generated by the Evenea registration system.
- 5. Payment made for participation in the Conference of a third party shall concurrently represent confirmation that an individual who has paid the Fee has an authorization of such a third party to submit any necessary representations and provide information in order to satisfy the requirements of the Rules.
- 6. The Fee shall not include costs of road, railway or air transport, board, and accommodation.

IV. [Use of the Participants' Image, Voice, and Statements]

- 1. The Organiser may photograph and film the course of the Conference in order to broadcast it in mass media (TV, radio, Internet, press) or for the Organiser's documentation, promotion, or advertising purposes.
- 2. By participating in the Conference, the Participants agree to recording, use, and/or distribution by the Organiser of an image, voice, or statements of each of the Participants in any promotional and marketing materials, without any time and territorial restrictions.
- 3. By participating in the Conference, the Participants agree for any photos, video clips, or recordings made during the Conference to be posted on the Official Website or on another website managed by the Organiser and to be used in any promotional materials, which shall also include audio or visual dissemination thereof.
- 4. The Participants shall not seek any claims in particular any claims concerning remuneration related to the use of their image, voice, or statements for the Organiser's documentation, promotion, or advertising purposes, including in particular by means of posting them on the Official Website or another website managed by the Organiser and by means of their use in any promotional materials, which shall also include audio or visual dissemination thereof. The Participants shall not be entitled to any remuneration.

V. [Personal Data Protection]

1. Virtus Lab Sp. z o.o. with registered office in Rzeszow, Poland, ul. Zofii Nałkowskiej 23, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in

- Rzeszow, XII Commercial Division of the National Court Register under entry No. KRS 0000349785, Tax Id. No. (NIP) 5170312965, Industry Id. No. (REGON) 180526627 is the Data Controller, hereinafter referred to as (the *Organiser*).
- 2. The Data Controller has appointed Mr. Mariusz Zajkiewicz, the Personal Data Protection Inspector (DPO), who can be contacted using the e-mail address: dpo@virtuslab.com or by post to the Organiser's address.
- 3. The personal data are processed in order to organize, hold and account for the Conference:
 - a) organization and holding for the Conference pursuant to section 6 (1) (b) GDPR (the legal basis for the processing is the conclusion of the agreement);
 - b) accounting (invoices and payments) for the Conference pursuant to section 6 (1) (c) GDPR (the legal basis for the processing is the legal obligation to which the Data Controller is subject).
- 4. The Data Controller entrusted the processing of personal data in the field of Applications and Fees to the owner of the Evenea web service: EventLabs Sp. z o.o. with a registered office in Gdynia, Al. Zwycięstwa 96/98, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Gdańsk-North in Gdańsk, VIII Commercial Division of the National Court Register under entry No. KRS 0000323662, Tax Id. No. (NIP) 5213529520, Industry Id. No. (REGON) 141794203. Personal data may be processed also by other entities that render services for the controller, including the financial settlement, property and personal security, accounting, legal, advisory, consulting, archiving, or IT services.
- 5. The personal data are processed for a period from the Application date to the Conference end date. Some personal data may be processed also upon the lapse of this period if it is necessary in connection with any Conference related claims or for settlement purposes.
- 6. The Participant has the right to request access to and rectification or erasure of their personal data, the right to data portability as well as to restriction of processing using the e-mail address: dpo@virtuslab.com, or traditionally by mail.
- 7. The Participant has the right to file a complaint with the President of the Polish Personal Data Protection Office if they consider that the personal data are processed by the controller in breach of applicable laws.
- 8. The personal data have to be provided in order to conclude and perform an agreement with the Participant (governing their participation in the Conference), and failure to provide them might prevent the Participant from attending the Conference.
- 9. The controller does not perform any automated decision-making or profiling activities with regard to the Participants' personal data.

VI. [Final Provisions]

- 1. If the Participant breaches the Rules, applicable laws, or rules of social coexistence, the Organiser may prevent the Participant from attending the Conference and request the Participant to leave the premises where the Conference is held.
- 2. The Participants shall be liable for any damage inflicted by them. The Organizer shall not be liable for any damage inflicted by the Participants. The Organizer shall not be liable for any damage caused to Participants as a result of acts or omissions of third parties, over which the Organizer had no influence; as well as for any damage in connection with a force majeure event. The Participant takes part in the Conference at their own risk and responsibility. The Organizer has no influence on how the Participant will use the knowledge and skills acquired in connection with the participation in the Conference.
- 3. The title and the program of the Conference, in particular, the content of the Official Website, logos, trademarks, graphics, photos, audio, and video in connection with the marketing of the Conference, as well as presentations and other Conference materials are legally protected, and these rights are vested in the Organizer or in the third parties. By accepting the Rules, paying the Fee, or participating in the Conference, the Participant does not acquire these rights or obtain a license to use them.
- 4. The Organiser can be contacted at the address: Szlak 49, 31-153 Kraków, Poland, and at the e-mail address: events@virtuslab.com.
- 5. The Organiser reserves the right to amend the Rules, in compliance with applicable laws.
- 6. The Conference is not open to the public and does not represent a mass event within the meaning of the Polish Mass Events Safety Act of 20 March 2009.
- 7. In any issues not governed herein, applicable Polish laws shall apply.
- 8. Any disputes potentially arising in connection with the Application or the Participant's attendance at the Conference shall be settled by a court competent for the Organiser's offices in Kraków, Poland, ul. Szlak 49.
- 9. The Rules come into force on 18 May 2022.