

SpHERE.it Conf 2024 - Conference Rules for In-person Participation
15 March 2024, Krakow, Poland

I. [General Provisions]

1. These rules (the *Rules*) shall set forth terms of organization and in-person participation in the **SpHERE.it Conf 2024** to be held in Kraków, Poland, in CKF_13 (Centrum Konferencyjne Fabryczna 13), address: Fabryczna 13, 31-553 Kraków, on 15 March 2024 and online via the platform Bluplatform (the *Conference*). The Rules shall apply to all in-person Conference Participants.
2. 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, share capital: PLN 10.100,00, Tax Id. No. (NIP) 5170312965, Industry Id. No. (REGON) 180526627 (the *Organiser*).
3. The Organiser can be contacted via:
 - o e-mail: team@sphere.it
 - o traditional post mail – at the following address: Virtus Lab sp. z o.o., Szlak 49, 31-153 Kraków, Poland
 - o by phone: 662 519 521
4. 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. Legal persons or unincorporated business units which may acquire rights and assume obligations on their own behalf participate in the Conference through their representatives or other authorised persons.
5. The Conference aims to celebrate the journey of women in technology. Target Audience of the Conference is crafted for tech enthusiasts, professionals, and anyone passionate about fostering diversity and inclusion in the tech industry (the *Conference Objective*).
6. Any information concerning the organization and participation in the Conference is available on the Conference's official website: **sphere.it**, under the tab 'Conference' (the *Official Website*). The Application shall be filed and the Fee shall be paid via the Eventbrite registration system under the link: https://spHERE_it_conference_2024.eventbrite.com. Application for participation and payment of the Fee is conducted within the framework of services provided electronically.
7. In order to use the Official Website or the aforementioned services provided electronically, it is necessary to meet standard technical requirements to connect to the Internet. The Official Website and Eventbrite registration system are 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 email address, and optionally also having an active PayPal account (however, the potential participants can also pay the Fee in a guest mode). Eventbrite's registration system is a web service independent of the Official Website. Before using the Eventbrite's registration system, the Participant should read its terms and conditions (available on Eventbrite's website (<https://www.eventbrite.com/help/en-us/articles/251210/eventbrite-terms-of-service/>)). The Participant may not submit any illegal content via the Official Website or via the aforementioned services provided electronically. The use of the Official Website ends as of the moment of leaving the webpage. Similarly, in the case of the use of the Eventbrite registrations system. After the Application and payment of the Fee, see Section VI for the right of withdrawal. Complaints concerning the operation of the Official Website can be sent to the contact details of the Organiser (see Section I.3 for contact details). The consideration of complaints follows within a period not exceeding 14 days.
8. The Organiser informs that the use of services provided electronically may be associated with a risk on the part of each user of the Internet, consisting of the possibility of introducing harmful software into

the User's IT system and obtaining and modifying their data by unauthorised persons. In order to avoid the risk of occurrence of the aforementioned dangers, the User should use appropriate technical measures to minimise their occurrence, and in particular anti-virus software and firewall.

9. Before filing the Application and participating in the Conference, the Participant is required to familiarise himself/herself with these Rules, including the rules on the processing of personal data (Section X below).

II. [Definitions]

1. **The Agreement** - the legal relation which arises between the Organiser and the Participant in the manner described in these Rules, the subject of which is the provision of the Services by the Organiser.
2. **The Services** – the services provided by the Organiser on the basis of the principles set out in these Rules, i.e. the service of enabling the Participants to in-person participate in the Conference, including enabling participants to register and participate in person in mentoring sessions and workshops and to access the database of Conference Materials after the Conference.
3. **The Consumer** - a natural person who makes a legal action with the Organiser which is not directly connected with its economic or professional activity.
4. **The Entrepreneur with consumer rights** - a natural person running a sole proprietorship concluding the Agreement with the Organiser directly connected with its business activity, when the content of that contract shows that it does not have a professional character for that person, in particular resulting from the subject of its business activity made available on the basis of the regulations on the Central Registration and Information on Business.

III. [Participation Terms]

1. Prerequisites for participation in the Conference shall involve:
 - 1) filing of the correct Application (the Application process is described in Section IV (5) below);
 - 2) paying the Fee.
2. The Participants' Limit stands at 300.
3. 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 Eventbrite registration system points to the fact that the Application covers a greater number of seats.
4. 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 Eventbrite registration system until the Participants' Limit is reached.
5. Once the Participants' Limit is reached, a seat can be assigned only if another Participant resigns from participation in the Conference.
6. 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 email address: team@sphere.it.
7. 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.
8. 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.
9. 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.
10. The Participant may be asked by the Organiser to present Fee payment confirmation generated by the Eventbrite registration system (i.e. the *Ticket*). If the Participant fails to present the Ticket, the Organiser may prevent them from attending the Conference.

IV. [Conclusion of the Agreement]

1. The details, descriptions, prices, advertisements and any other information about the Conference provided on the Official Website and through the Eventbrite registration system do not constitute an offer within the meaning of the Civil Code, but only an invitation to potential participants to enter into the Agreement.
2. The Participant expresses the will to conclude the Agreement by filling in the Application.
3. The opportunity to apply for the Conference will be open until the start of the Conference.
4. The Organiser reserves the right to close registration earlier due to the maximum number of participants having been reached as set out in Section III.2 above, but registration may be reopened in the event of a reduction in the number of registered participants (due to their cancellations).
5. In order to conclude the Agreement with the Organiser, the potential participant:
 - a. accesses the Eventbrite registration website (for a link to the website see Section I.6 above) and clicks on the 'Get Tickets' button and then goes to the page with the available tickets and the listed prices depending on the type of ticket (prices quoted are in Euros and are gross amounts, to which a service charge of the amount shown on this page will be added);
 - b. selects the ticket he/she wishes to purchase and specifies the quantity and then clicks on the 'Check out' button;
 - c. completes their 'Billing information' by providing the following details: first name, last name, email address;
 - d. clicks the 'Place Order' button and then pays for the ticket(s) according to the payment method selected. By clicking the 'Place Order' button, the potential participant is submitting an offer to purchase the selected ticket(s).
6. Payment of the Fee can be made by the Participant via the PayPal payment system (to which the Eventbrite registration system redirects automatically):
 - a. as a guest (without having to log in to the above payment system) - payment by credit or debit card;
 - b. as a registered user of the PayPal payment system.
7. During the Application, the Participant declares that he/she has read and accepts these Rules. Acceptance of the Rules is voluntary but necessary for the conclusion of the Agreement.
8. When filling in the Application and making payment, the Participant is obliged to exercise due diligence and enter accurate personal data. If there is any doubt as to the accuracy of the personal data provided during the purchase process, please contact the Organiser (see Section I.3 for contact details).
9. Once the payment has been credited, the Eventbrite registration system on behalf of the Organiser shall immediately send the Participant a confirmation of the Conference registration together with a link where the Participant can access these Rules in pdf format, to the e-mail address provided during the purchase process. The Agreement is concluded upon receipt of the aforementioned email.
10. A Conference reminder notification(s) can be sent to the Participant's email address.
11. The Organiser has the right to organise promotions, e.g. early birds or for the purchase of a group ticket, the terms and conditions of which will be stated on the event registration page.
12. Tickets are named. The Participant shall not be entitled to enable a third party other than the Participant to use the Services, unless otherwise agreed with the Organiser.
13. Mentoring sessions and workshops at the Conference require prior registration using forms sent by the Organiser to Participants' email addresses. The registration process starts on 1 March.
14. Access to the Conference training content will start on 15 March 2024. For more detailed information on the start time, the Participant will find in the Agenda made available on the Official Website.

V. [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 Eventbrite registration system.
3. Fee rates, Ticket types, and payment methods are specified in the Eventbrite registration system.
4. Upon payment of the Fee, the Participant will receive a Ticket in pdf format generated by the Eventbrite registration system to the Participant's email address.

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.

VI. [Information on the right of withdrawal (resignation from the Conference)]

As the Conference is ticketed and the Organiser provides a specific day of the Conference, the Participants in accordance with Article 38 (1) (12) of the Consumer Rights Act dated May 30, 2014 (Dz.U.2023.2759 consolidated text, as amended, hereinafter the *Consumer Rights Act*) have no right of withdrawal from the Agreement for the service of participating in the Conference in person. However, the Organiser gives all Participants (i.e. entrepreneurs, entrepreneurs with consumer rights and consumers), the right to resign from participation in the Conference by 1 March 2024 without giving any reason and without bearing costs. The Organiser shall return the Fee to the Participant who has resigned from participation in the Conference in person only if a declaration has been received by the Organiser two weeks (by March 1st) prior to the Conference date at the latest. A declaration of resignation shall be sent to the email address: team@sphere.it.

VII. [Complaints]

1. The basis and scope of the Organiser's liability are set out in the generally applicable law, in particular the Civil Code, the Consumer Rights Act and the Act on the provision of services by electronic means.
2. Any complaints, comments and requests in matters related to participation in the Conference can be submitted to the contact details of the Organiser.
3. Complaints may be submitted in any form, to the Organiser's contact details. For Consumers and Entrepreneur with consumer rights a sample complaint form, can be found at: https://uokik.gov.pl/wzory_pism.php, which the Participant can, but is not obliged to, use.
4. It is recommended that the complaint contains information on the subject of the complaint, including the nature and date of the non-conformity.
5. The Organiser shall respond to the complaint immediately, but no later than within 14 calendar days of receipt.

VIII. [Out-of-court complaint and redress procedures]

1. The Participants, who are Consumers and Entrepreneurs with consumer rights, have the possibility to use out-of-court complaint and redress procedures. They have the possibility to:
 - a. apply to the Regional Inspector of Commercial Inspection, competent as to the place of the Organiser's business activity, for the initiation of proceedings concerning the out-of-court settlement of a dispute between him and the Organiser in the mode of mediation (enabling the parties to bring the positions of the parties closer together in order to solve the dispute by its parties) or conciliation (presenting the parties with a proposal for the solution of the dispute);
 - b. apply to the permanent court of arbitration operating at the Regional Inspector of Commercial Inspection competent for the place of business of the Organiser with a request for adjudication of a dispute arising from a remote agreement concluded with the Organiser;
 - c. use the assistance of a district (municipal) Consumer Advocate or a social organisation whose statutory tasks include consumer protection.
2. The Participants: Consumers and Entrepreneurs with consumer rights can also use the online dispute resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.
3. Detailed information on out-of-court complaint and redress procedures can be found at <http://www.uokik.gov.pl>.

IX. [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) and for the performance of the Agreement and the publication of the Conference Materials for the Participations in the Platform, and also for the Organiser's or other companies of the Organiser's group 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 for the publication of materials for the Conference Materials for the Participations in the Platform or 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.

X. [Personal Data Protection]

1. The Controller of the personal data is the group of companies:
 - a. Virtus Lab sp. z o.o. with registered office in Rzeszów, Poland, address: 35-211 Rzeszów, ul. Zofii Nałkowskiej 23, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, the 12th Commercial Division of the National Court Register, under entry No. KRS 0000349785, share capital: PLN 10.100,00, Tax Id. No. (NIP): PL 5170312965, Industry Id. No. (REGON): 180526627 (the Organiser and lead company for the processing of personal data within the Co-Controllers).
 - b. VirtusLab Ltd. with an office on Level 18, 40 Bank Street HQ3 Canary Wharf. London, E14 5NR Registration No: 9793578, Registered in UK, VAT No: GB 223 5272 33.
 - c. VirtusLab GmbH with an office on Haus 2, 5. Etage Potsdamer Platz 10, 10785 Berlin, HRB 209644 B, Tax Id. No. DE326092631.
 - d. Sensinum sp. z o.o. with registered office in Kraków, Poland, address: 31-153 Kraków, ul. Szlak 49, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, the 11th Commercial Division of the National Court Register, under entry No. KRS 0000469577, share capital: PLN 24.000,00, Tax Id. No. (NIP): PL 6772376062, Industry Id. No. (REGON): 385816281.
 - e. VL Group sp. z o. o. with registered office in Kraków, Poland, address: 31-153 Kraków, ul. Szlak 49, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, the 11th Commercial Division of the National Court Register, under entry No. KRS 0000834646, share capital: PLN 183 967 300,00, Tax Id. No. (NIP): PL 6762579214, Industry Id. No. (REGON): 385816281.
 - f. Luminis Research sp. z o. o. with registered office in Rzeszów, Poland, address: 35-211 Rzeszów, ul. Zofii Nałkowskiej 23, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, the 12th Commercial Division of the National Court Register, under entry No. KRS 0000348342, share capital: PLN 10.000,00, Tax Id. No. (NIP): PL 5170308981, Industry Id. No. (REGON): 180505654.collectively referred to as "**Co-Controllers**"
2. The Organiser acting as a lead Company in the processing of personal data appointed a Data Protection Officer (DPO) Mr. Mariusz Zajkiewicz, who can be contacted using the email address: dpo@virtuslab.com or by post to the Organiser's correspondence address indicated above in Section I (3) above.
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 Organiser or other Co-Controllers are subject);

- c. to document, promote and advertise the Conference and to carry out the Co-Controllers's marketing and publication of recordings of the Conference pursuant to section 6 (1) (f) GDPR (the legal basis is the realisation of the Co-Controllers's legitimate interest in marketing);
 - d. investigation and defence against claims pursuant to section 6 (1) (f) GDPR (the legal basis is the fulfilment of the Co-Controllers's legitimate interest in investigating and defending against claims).
4. Personal data may be disclosed to employees or co-workers of the Organiser. The Organiser entrusted the processing of personal data to the Organiser's subcontractors, i.e. in the field of Applications and Fees to the Eventbrite registration system. Personal data may be processed also by other entities that render services for the Co-Controllers, including the financial settlement, accounting, legal, advisory, consulting, archiving, or IT services. Your personal data may also be passed to public authorities and entities performing public tasks or acting on behalf of public authorities to the extent and for the purposes arising from generally applicable law.
 5. To the extent necessary for performance of the Agreement - the personal data are processed for the duration of the Agreement and thereafter until the statute of limitations for any claims arising from the contract. To the extent that personal data is processed on the basis of a legitimate interest of the Co-Controllers - until that interest is realised or until an effective objection is raised. To the extent that the personal data is processed for accounting purposes - for a period of 5 years calculated from the end of the calendar year in which the Conference has ended.
 6. The Participant has the right to request access to and rectification or erasure of their personal data, the right to object to the processing of the personal data where it is processed for the legitimate interest of the Co-Controllers, on grounds relating to your particular situation (section 21 GDPR), the right to data portability as well as to restriction of processing using the email 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 Co-Controllers in breach of applicable laws.
 8. The provision of personal data is voluntary, but necessary to conclude and perform the Agreement, and failure to provide them might prevent the Participant from attending the Conference.
 9. The Co-Controllers do not perform any automated decision-making or profiling activities with regard to the Participants' personal data.
 10. In connection with the Organiser's use of subcontractors – Eventbrite registration system and Bluplatform platform, personal data can be transferred outside the European Economic Area (the EEA). The main service provider of the Eventbrite registration system is Eventbrite, Inc. is a Delaware corporation with its principal place of business at 95 Third Street, 2nd Floor, San Francisco, California, 94103, Reg. No. 4742147, your personal data may be transferred to the USA and other countries outside the EEA, Switzerland and the UK which have no data protection laws or laws that are less strict compared with those in Europe. The data transfer is based on standard contractual clauses issued in accordance with Commission Implementing Decision (EU) 2021/914 of the European Parliament and of the Council of 4 June 2021. Eventbrite's privacy policy: <https://www.eventbrite.com/help/en-us/articles/460838/eventbrite-privacy-policy/>. Bluplatform platform may outsource certain activities in the provision of these services to subcontractors located primarily in the EEA and some of the service providers can be located outside the EEA. Information on the compliance of such data transfers with the provisions of the GDPR can be found directly at: chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://bluplatform.io/wp-content/uploads/2023/01/Polityka-prywatnosci_BLU.docx.pdf.
Furthermore, in connection with the Co-Controller's documentation, promotion and advertising activities, material from the Conference can be made available on the Organiser's social media profiles on Facebook, LinkedIn, Instagram, Twitter (X) and YouTube. Due to the global nature of these portals, Facebook, LinkedIn, Twitter (X), Instagram and YouTube may transfer personal data outside the EEA under the data transfer rules set out by the aforementioned portals, which you can find directly in the privacy policies of these portals:
 - Facebook and Instagram: <https://www.facebook.com/privacy/policy/>;

- LinkedIn: <https://www.linkedin.com/legal/privacy-policy>;
- Twitter (X): <https://twitter.com/en/privacy>;
- YouTube: <https://policies.google.com/privacy>.

The Participant can obtain from the Organiser a copy of the data transferred to a third country.

XI. [Access to a database of Conference Materials]

1. The Organiser makes conference materials available to Participants via the Bluplatform (the Platform), in particular in the form of lecture recordings and presentations or other materials in pdf format (the *Conference Materials*). The Organiser will attach the materials after the Conference.
2. Participants are obliged to respect the intellectual property rights to these materials. Participants undertake to use the Conference Materials made available to them by the Organiser exclusively for their own personal use. Modification, copying, transmission, public performance and any use of these materials for commercial purposes requires the prior written consent of the Organiser or any other authorised entity.
3. Minimum technical requirements to access the Conference Materials:
 - a. a device with Internet access;
 - b. access to e-mail;
 - c. the latest version of a web browser with Cookies and JavaScript enabled;
 - d. a program to read files in PDF format;
 - e. the possibility of playing audio and video on the device;
 - f. logging on to the Platform;
 - g. an active and correctly configured on the device used by the User data transmission service provided by the telecommunications operator or a running wireless connection.
4. The Participant can stop using the service to access the Conference Materials at any time by logging out of the Platform.
5. For more information on the functioning of the Platform, the Participant can find in the Platform's terms and conditions at: <https://bluplatform.io/wp-content/uploads/2023/04/Regulamin-platformy-BluPlatform.io-2023.docx.pdf>.

XII. [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 Organiser is obliged to compensate for damage resulting from the non-performance or improper performance of its obligations arising from the Agreement, unless the non-performance or improper performance is a consequence of circumstances for which the Organiser is not responsible.
3. Pursuant to Article 558 § 1 of the Civil Code, the Organiser's liability under statutory warranty in respect of Participants who are Entrepreneurs is excluded.
4. In no event will the Organiser total liability exceed, in the aggregate, the amounts paid by the Participants who are Entrepreneurs to the Organiser for Services.
5. The Participants shall be liable for any damage inflicted by them. The Organiser 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 Organizer has no influence on how the Participant will use the knowledge and skills acquired in connection with the participation in the Conference.
6. 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.

7. The provisions of the Rules do not exclude or limit any rights of Consumers, as well as Entrepreneur with consumer rights, to which they are entitled under absolute provisions of generally applicable law. In the event of any conflict between the provisions of the Rules and the aforementioned provisions, the provisions of the law shall apply.
8. The Organiser reserves the right to amend the Rules for the following important reasons:
 - a. a change in generally applicable law or interpretation affecting the content of the Rules;
 - b. issuance of a decision, ruling or other act by courts, authorities or other institutions that affect the content of the Rules, as well as the imposition of certain obligations by such courts, authorities or other institutions;
 - c. a change in the conditions of use of the Service which does not worsen the situation of the Participant in comparison with the previous one;
 - d. changes in the methods of payment for Tickets;
 - e. changes to the way the Service operates due to objective and independent technical or technological reasons;
 - f. changes to the way the Service operates due to the addition of new functionality or removal of existing functionality;
 - g. occurrence of the necessity to make editorial changes, including the necessity to remove ambiguities or doubts concerning the interpretation of the content of the Regulations
 - h. change of the Organiser's data.
1. The Organiser shall inform each Participant of any changes to the Rules at the e-mail address provided and of the effective date of the new Rules and on the Official Website.
2. An amendment to the Rules is binding if the amended Rules have been delivered to the Participant and the Participant has not terminated the Agreement.
3. In any issues not governed herein, applicable Polish laws shall apply. However, the choice of Polish law does not deprive Consumers and Entrepreneurs with consumer rights of the protection afforded by the provisions of foreign law, which cannot be derogated from by agreement and which would have been applicable in the absence of the choice of Polish law.
4. 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. The above provision does not apply to Consumers and Entrepreneurs with consumer rights, where possible disputes will be submitted to the component court of general jurisdiction.
5. 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.
6. The Rules come into force on 12 January 2024.

SpHERE.it Conf 2024 - Conference Rules for online participation

15 March 2024, Krakow, Poland

I. [General Provisions]

1. These rules (the *Rules*) shall set forth terms of organization and online participation in the **SpHERE.it Conf 2024** to be held both at a stationary location in Kraków and online via the platform Bluplatform, on 15 March 2024 (the *Conference*). The Rules shall apply to all online Conference Participants.
2. 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, share capital: PLN 10.100,00, Tax Id. No. (NIP) 5170312965, Industry Id. No. (REGON) 180526627 (the *Organiser*).
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4. 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. Legal persons or unincorporated business units which may acquire rights and assume obligations on their own behalf participate in the Conference through their representatives or other authorised persons.
5. The Conference aims to celebrate the journey of women in technology. The Target Audience of the Conference is crafted for tech enthusiasts, professionals, and anyone passionate about fostering diversity and inclusion in the tech industry (the *Conference Objective*).
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7. In order to use the Official Website or the aforementioned services provided electronically, it is necessary to meet standard technical requirements to connect to the Internet. The Official Website and Eventbrite registration system are 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 email address, and optionally also having an active PayPal account (however, the potential participants can also pay the Fee in a guest mode). Eventbrite's registration system is a web service independent of the Official Website. Before using the Eventbrite's registration system, the Participant should read its terms and conditions (available on Eventbrite's website

(<https://www.eventbrite.com/help/en-us/articles/251210/eventbrite-terms-of-service/>). The Participant may not submit any illegal content via the Official Website or via the aforementioned services provided electronically. The use of the Official Website ends as of the moment of leaving the webpage. Similarly, in the case of the use of the Eventbrite registrations system. After the Application and payment of the Fee, see point VII for the right of withdrawal. Complaints concerning the operation of the Official Website can be sent to the contact details of the Organiser (see Section I.3 for contact details). The consideration of complaints follows within a period not exceeding 14 days.

8. Before filing the Application and participating in the Conference, the Participant is required to familiarise himself/herself with these Rules, including the rules on the processing of personal data (Section XI below).

II. [Definitions]

1. **The Agreement** - the legal relation which arises between the Organiser and the Participant in the manner described in these Rules, the subject of which is the provision of the Services by the Organiser; it is an agreement for the services provided electronically.
2. **The Services** – the digital services provided by the Organiser on the basis of the principles set out in these Rules, i.e. the service of enabling the Participants to remotely participate in the Conference by watching the Conference transmission in a web browser in real time and interacting with the speakers and other Participants via real-time chat, including enabling participants to register and participate remotely in mentoring sessions and to access the database of Conference materials after the Conference..
3. **The Consumer** - a natural person who makes a legal action with the Organiser which is not directly connected with its economic or professional activity.
4. **The Entrepreneur with consumer rights** - a natural person running a sole proprietorship concluding the Agreement with the Organiser directly connected with its business activity, when the content of that contract shows that it does not have a professional character for that person, in particular resulting from the subject of its business activity made available on the basis of the regulations on the Central Registration and Information on Business.

III. [Participation Terms]

1. Prerequisites for participation in the Conference shall involve:
 - 1) filing of the correct Application (the Application process is described in Section IV (4) below);
 - 2) paying the Fee.
2. 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 email address: team@sphere.it.
3. 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.

4. 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.
5. It is prohibited for Participants to provide unlawful content via the Services.

IV. [Conclusion of the Agreement]

1. The details, descriptions, prices, advertisements and any other information about the Conference provided on the Official Website and through the Eventbrite registration system do not constitute an offer within the meaning of the Civil Code, but only an invitation to potential participants to enter into the Agreement.
2. The Participant expresses the will to conclude the Agreement by filling in the Application.
3. The opportunity to apply for the Conference will be open until the start of the Conference.
4. In order to conclude the Agreement with the Organiser, the potential participant:
 - a. accesses the Eventbrite registration website (for a link to the website see Section I.6 above) and clicks on the 'Get Tickets' button and then goes to the page with the available tickets and the listed prices depending on the type of ticket (prices quoted are in Euros and are gross amounts, to which a service charge of the amount shown on this page will be added);
 - b. selects the ticket he/she wishes to purchase and specifies the quantity and then clicks on the 'Check out' button;
 - c. completes their 'Billing information' by providing the following details: first name, last name, email address;
 - d. clicks the 'Place Order' button and then pays for the ticket(s) according to the payment method selected. By clicking the 'Place Order' button, the potential participant is submitting an offer to purchase the selected ticket(s).
5. Payment of the price of the ticket(s) can be made by the Participant via the PayPal payment system (to which the Eventbrite registration system redirects automatically):
 - a. as a guest (without having to log in to the above payment system) - payment by credit or debit card
 - b. as a registered user of the PayPal payment system.
6. Upon payment of the Fee, the Participant will receive a Ticket generated by the Eventbrite registration system.
7. During the Application, the Participant declares that he/she has read and accepts these Rules. Acceptance of the Rules is voluntary but necessary for the conclusion of the Agreement.
8. When filling in the Application and making payment, the Participant is obliged to exercise due diligence and enter accurate personal data. If there is any doubt as to the accuracy of the personal data provided during the purchase process, please contact the Organiser (see Section I.3 for contact details).
9. Once the payment has been credited, the Eventbrite registration system on behalf of the Organiser shall immediately send the Participant a confirmation of the Conference registration together with a link where the Participant can access these Rules in pdf format, to the e-mail address provided during the purchase process. The Agreement is concluded upon receipt of the aforementioned email.

10. A Conference reminder notification(s) can be sent to the Participant's email address.
11. The Organiser has the right to organise promotions, e.g. early birds or for the purchase of a group ticket, the terms and conditions of which will be stated on the event registration page.
12. The Services will only be provided during the Conference.
13. The Participant shall not be entitled to enable a third party other than the Participant to use the Service, in particular by providing a dedicated link to the Conference, unless otherwise agreed with the Organiser.

V. [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 Eventbrite registration system.
3. Fee rates, Ticket types, and payment methods are specified in the Eventbrite registration system.
4. Upon the payment of the Fee, the Participant shall receive the Ticket generated by the Eventbrite 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 the cost of Internet. In the case of participation in the online Conference, the Participant shall bear the cost of Internet access at the applicable rates of the Participant's network operator.

VI. [Participation in the Conference - technical requirements]

1. The Conference takes place via a platform provided by the Organiser's subcontractor – the platform Bluplatform (the *Platform*).
2. Access to the Conference training content will start on 15 March 2024. For more detailed information on the start time, the Participant will find in the Agenda made available on the Official Website.
3. The Participant gains access to the Conference by going to the Official Website and then follows the instructions received from the Organiser via email up to 2 days before the Conference, unless the Participant has already purchased a ticket after this date, in which case the Participant receives the instructions immediately after purchasing the ticket.
4. Mentoring sessions at the Conference require prior registration using forms sent by the Organiser to Participants' email addresses. The registration process for mentoring sessions starts on 1 March. The registered Participant will receive detailed information on participation in a particular mentoring session, including instructions on how to log in to it, in a separate email sent by the Organiser.
5. Minimum technical requirements to use the Services:
 - a. a device with Internet access;
 - b. logging on to the Platform;
 - c. access to e-mail;
 - d. the latest version of a web browser with Cookies and JavaScript enabled;
 - e. a program to read files in PDF format;

- f. the possibility of playing audio and video on the device;
 - g. an active and correctly configured on the device used by the User data transmission service provided by the telecommunications operator or a running wireless connection.
6. For more information on the functioning of the Platform, the Participant can find in the Platform's terms and conditions at: <https://bluplatform.io/wp-content/uploads/2023/04/Regulamin-platformy-BluPlatform.io-2023.docx.pdf>.
 7. The Organiser informs that the use of services provided electronically may be associated with a risk on the part of each user of the Internet, consisting of the possibility of introducing harmful software into the User's IT system and obtaining and modifying their data by unauthorised persons. In order to avoid the risk of occurrence of the aforementioned dangers, the User should use appropriate technical measures to minimise their occurrence, and in particular anti-virus software and firewall.
 8. Links to other webpages and other online services may be published via the Platform. By using such a link, the Participant goes to a website belonging to another entity, which is responsible for the content therein as well as for the processing of personal data of visitors to the website. Having moved to the other website, the Participant should first read their privacy policies and personal data protection procedures.
 9. In the event that a Participant has any technical problems joining the Conference or after that, the Participants can contact the Organiser via e-mail: team@sphere.it.
 10. The Organiser has not implemented additional technical measures to protect digital services.
 11. The Organiser enables Participants to ask questions during the Conference via a general chat.
 12. The Organiser informs the Participant that it is not necessary for the Participant to install updates to the Service in order to keep the Services in conformity with the Agreement.
 13. The Organiser makes conference materials available to Participants via the Platform, in particular in the form of lecture recordings and presentations or other materials in pdf format (the *Conference Materials*). The Organiser will attach the materials after the Conference.
 14. Participants are obliged to respect the intellectual property rights to these materials. Participants undertake to use the materials made available to them by the Organiser exclusively for their own personal use. Modification, copying, transmission, public performance and any use of these materials for commercial purposes requires the prior written consent of the Organiser or any other authorised entity.
 15. Minimum technical requirements to access the Conference Material - same as above under point 5.
 16. The Participant can stop using the service to access the Conference Materials at any time by logging out of the Platform.

VII. [Information on the right of withdrawal (resignation from the Conference)]

1. The Participant who is a Consumer or Entrepreneur with consumer rights may withdraw from the Agreement within a period of 14 calendar days, without stating a reason and without incurring costs. Sending the Organiser's statement of withdrawal before the deadline is sufficient to meet the deadline (see Section I.3 for contact details). This right shall not apply in the cases described in this section below (Section VII.5).

2. Under this link: <https://prawakonsumenta.uokik.gov.pl/wzory-pism/> the Participant - Consumer or Entrepreneur with consumer rights may find a template declaration of withdrawal from the Agreement (i.e. a contract concluded at a distance), which the Consumer can, but is not obliged to, use.
3. The withdrawal period shall start from the day of conclusion of the Agreement (Section IV.9).
4. In the event of withdrawal, the Agreement shall be deemed not to have been concluded.
5. The Organiser hereby informs the Consumer or Entrepreneur with consumer rights that once the performance of Services by the Organiser has been fulfilled in full - the Consumer or Entrepreneur with consumer rights loses the right to withdraw from the Agreement for the provision of the Services (Article 38 (1) (1) of the Consumer Rights Act dated May 30, 2014, Dz.U.2023.2759 consolidated text, as amended, hereinafter the *Consumer Rights Act*). In addition, if the Consumer or Entrepreneur with consumer rights makes a declaration of withdrawal from the Agreement, during the duration of the Services, i.e. during the Conference, then the amount of the refund for the ticket will be proportionally reduced by the number of hours of the Conference used up to the time of withdrawal.
6. In addition, for all Participants (i.e. entrepreneurs, entrepreneurs with consumer rights and consumers), the Organiser also gives the Participants the right to resign from participation in the Conference by 1 March 2024 without giving any reason and without bearing costs. The Organiser shall return the Fee to the Participant who has resigned from participation in the Conference in person only if a declaration has been received by the Organiser two weeks (by March 1st) prior to the Conference date at the latest. A declaration of resignation shall be sent to the email address: team@sphere.it.

VIII. [Contractual complaint (non-conformity of the Service with the Agreement)]

1. The Organiser shall deliver the Services in accordance with the Agreement.
2. The provisions of this Section shall apply only to Participants who are Consumers or Entrepreneur with consumer rights and shall apply to the non-conformity of the Service with the Agreement. Detailed provisions for complaints about the Services can be found in Chapter 5 b of the Consumer Rights Act, i.e. Article 43h et seq. These provisions determine, in particular, the basis and extent of the Organiser's liability towards Consumers or Entrepreneur with consumer rights and the possible actions of the Consumers or Entrepreneur with consumer rights in the event of non-conformity of the Services with the Agreement.
3. The criteria for assessing the conformity of the Service with the Agreement are set out in Article 43k Paragraph 1-2 of the Consumer Rights Act.
4. In the event of disclosure of non-conformity, the Participant shall be entitled to the rights indicated in Article 43m et seq. of the Consumer Rights Act.
5. It is recommended that the complaint contains information on the subject of the complaint, including the nature and date of the non-conformity.
6. Complaints about non-conformity of the Service with the Agreement may be submitted in any form, to the Organiser's contact details. A sample complaint form, can be found at: https://uokik.gov.pl/wzory_pism.php, which the Participant can, but is not obliged to, use.
7. The Organiser shall respond to the complaint immediately, but no later than within 14 calendar days of receipt.

IX. [Out-of-court complaint and redress procedures]

1. The Participants - Consumers and Entrepreneurs with consumer rights have the possibility to use out-of-court complaint and redress procedures. They have the possibility to:
 - a. apply to the Regional Inspector of Commercial Inspection, competent as to the place of the Organiser's business activity, for the initiation of proceedings concerning the out-of-court settlement of a dispute between him and the Organiser in the mode of mediation (enabling the parties to bring the positions of the parties closer together in order to solve the dispute by its parties) or conciliation (presenting the parties with a proposal for the solution of the dispute);
 - b. apply to the permanent court of arbitration operating at the Regional Inspector of Commercial Inspection competent for the place of business of the Organiser with a request for adjudication of a dispute arising from a remote agreement concluded with the Organiser;
 - c. use the assistance of a district (municipal) Consumer Advocate or a social organisation whose statutory tasks include consumer protection.
2. The Participants - Consumers and Entrepreneurs with consumer rights can also use the online dispute resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.
3. Detailed information on out-of-court complaint and redress procedures can be found at <http://www.uokik.gov.pl>.

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

1. In the case of the Online Conference - the Conference will be broadcasted live on the Internet, on a Platform. This transmission will be recorded (audio and video), and after the Conference, Participants will gain access to the recording in the Conference Material Database available on the Platform.
2. The Organiser may photograph and film the course of the Conference in order to broadcast it in mass media (TV, radio, Internet, press), and for the performance of the Agreement and the publication of the Conference Materials for the Participations, and also for the Organiser's or other companies of the Organiser's group documentation, promotion, or advertising purposes.
3. 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 for the publication of materials for the Conference Materials for the Participations in the Platform or in any promotional and marketing materials, without any time and territorial restrictions. However, the Participant may withdraw consent at any time by switching off the webcam or microphone.
4. By participating in the Conference, the Participants agree for any photos, video clips, or recordings made during the Conference to be posted on the Platform, 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. However, the Participant may withdraw consent at any time by switching off the webcam or microphone.
5. 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.

XI. [Personal Data Protection]

1. The Controller of the personal data is the group of companies:
 - a. Virtus Lab sp. z o.o. with registered office in Rzeszów, Poland, address: 35-211 Rzeszów, ul. Zofii Nałkowskiej 23, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, the 12th Commercial Division of the National Court Register, under entry No. KRS 0000349785, share capital: PLN 10.100,00, Tax Id. No. (NIP): PL 5170312965, Industry Id. No. (REGON): 180526627 (the Organiser and lead company for the processing of personal data within the Co-Controllers).
 - b. VirtusLab Ltd. with an office on Level 18, 40 Bank Street HQ3 Canary Wharf. London, E14 5NR Registration No: 9793578, Registered in UK, VAT No: GB 223 5272 33.
 - c. VirtusLab GmbH with an office on Haus 2, 5. Etage Potsdamer Platz 10, 10785 Berlin, HRB 209644 B, Tax Id. No. DE326092631.
 - d. Sensinum sp. z o.o. with registered office in Kraków, Poland, address: 31-153 Kraków, ul. Szlak 49, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, the 11th Commercial Division of the National Court Register, under entry No. KRS 0000469577, share capital: PLN 24.000,00, Tax Id. No. (NIP): PL 6772376062, Industry Id. No. (REGON): 385816281.
 - e. VL Group sp. z o. o. with registered office in Kraków, Poland, address: 31-153 Kraków, ul. Szlak 49, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, the 11th Commercial Division of the National Court Register, under entry No. KRS 0000834646, share capital: PLN 183 967 300,00, Tax Id. No. (NIP): PL 6762579214, Industry Id. No. (REGON): 385816281.
 - f. Luminis Research sp. z o. o. with registered office in Rzeszów, Poland, address: 35-211 Rzeszów, ul. Zofii Nałkowskiej 23, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, the 12th Commercial Division of the National Court Register, under entry No. KRS 0000348342, share capital: PLN 10.000,00, Tax Id. No. (NIP): PL 5170308981, Industry Id. No. (REGON): 180505654.

collectively referred to as "**Co-Controllers**"
2. The Organiser acting as a lead Company in the processing of personal data appointed a Data Protection Officer (DPO) Mr. Mariusz Zajkiewicz, who can be contacted using the email address: dpo@virtuslab.com or by post to the Organiser's correspondence address indicated above in Section I.3 above.
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 Organiser or other Co-Controllers are subject);

- c. to document, promote and advertise the Conference and to carry out the Co-Controllers's marketing and publication of recordings of the Conference pursuant to section 6 (1) (f) GDPR (the legal basis is the realisation of the Co-Controllers's legitimate interest in marketing);
 - d. investigation and defence against claims pursuant to section 6 (1) (f) GDPR (the legal basis is the fulfilment of the Co-Controllers's legitimate interest in investigating and defending against claims).
4. Personal data may be disclosed to employees or co-workers of the Organiser. The Organiser entrusted the processing of personal data the Organiser's subcontractors, i.e. in the field of Applications and Fees to the Eventbrite registration system; in the field of online transmission of Conferences and provision of other Services - the platform Bluplatform. Personal data may be processed also by other entities that render services for the Co-Controllers, including the financial settlement, accounting, legal, advisory, consulting, archiving, or IT services. Your personal data may also be passed to public authorities and entities performing public tasks or acting on behalf of public authorities to the extent and for the purposes arising from generally applicable law.
5. To the extent necessary for performance of the Agreement - the personal data are processed for the duration of the Agreement and thereafter until the statute of limitations for any claims arising from the contract. To the extent that personal data is processed on the basis of a legitimate interest of the Co-Controllers - until that interest is realised or until an effective objection is raised. With regard to the processing of your voice and image, you can also object during the Conference by switching off the webcam or microphone. To the extent that the personal data is processed for accounting purposes - for a period of 5 years calculated from the end of the calendar year in which the Conference has ended.
6. The Participant has the right to request access to and rectification or erasure of their personal data, the right to object to the processing of the personal data where it is processed for the legitimate interest of the Co-Controllers, on grounds relating to your particular situation (section 21 GDPR), the right to data portability as well as to restriction of processing using the email 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 Co-Controllers in breach of applicable laws.
8. The provision of personal data is voluntary, but necessary to conclude and perform the Agreement, and failure to provide them might prevent the Participant from attending the Conference.
9. The Co-Controllers do not perform any automated decision-making or profiling activities with regard to the Participants' personal data.
10. In connection with the Organiser's use of subcontractors – Eventbrite registration system and Bluplatform platform, personal data can be transferred outside the European Economic Area (the EEA). The main service provider of the Eventbrite registration system is Eventbrite, Inc. is a Delaware corporation with its principal place of business at 95 Third Street, 2nd Floor, San Francisco, California, 94103, Reg. No. 4742147, your personal data may be transferred to the USA and other countries outside the EEA, Switzerland and the UK which have no data protection laws or laws that are less strict compared with those in Europe. The data transfer is based on standard contractual clauses issued in accordance with Commission Implementing Decision (EU) 2021/914 of the European Parliament and of

the Council of 4 June 2021. Eventbrite's privacy policy: <https://www.eventbrite.com/help/en-us/articles/460838/eventbrite-privacy-policy/>. Bluplatform platform may outsource certain activities in the provision of these services to subcontractors located primarily in the EEA and some of the service providers can be located outside the EEA. Information on the compliance of such data transfers with the provisions of the GDPR can be found directly at: chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://bluplatform.io/wp-content/uploads/2023/01/Polityka-prywatnosci_BLU.docx.pdf.

Furthermore, in connection with the Co-Controller's documentation, promotion and advertising activities, material from the Conference can be made available on the Organiser's social media profiles on Facebook, LinkedIn, Instagram, Twitter (X) and YouTube. Due to the global nature of these portals, Facebook, LinkedIn, Twitter (X), Instagram and YouTube may transfer personal data outside the EEA under the data transfer rules set out by the aforementioned portals, which you can find directly in the privacy policies of these portals:

- Facebook and Instagram: <https://www.facebook.com/privacy/policy/>;
- LinkedIn: <https://www.linkedin.com/legal/privacy-policy>;
- Twitter (X): <https://twitter.com/en/privacy>;
- YouTube: <https://policies.google.com/privacy>.

The Participant can obtain from the Organiser a copy of the data transferred to a third country.

XII. [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 remove the Participant from the Conference.
2. The Organiser is obliged to compensate for damage resulting from the non-performance or improper performance of its obligations arising from the Agreement, unless the non-performance or improper performance is a consequence of circumstances for which the Organiser is not responsible.
3. Pursuant to Article 558 § 1 of the Civil Code, the Organiser's liability under statutory warranty in respect of Participants who are Entrepreneurs is excluded.
4. In no event will the Organiser total liability exceed, in the aggregate, the amounts paid by the Participants who are Entrepreneurs to the Organiser for Services.
5. 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 Organizer has no influence on how the Participant will use the knowledge and skills acquired in connection with the participation in the Conference.
6. 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.

7. The provisions of the Rules do not exclude or limit any rights of Consumers, as well as Entrepreneur with consumer rights, to which they are entitled under absolute provisions of generally applicable law. In the event of any conflict between the provisions of the Rules and the aforementioned provisions, the provisions of the law shall apply.
8. The Organiser reserves the right to amend the Rules for the following important reasons:
 - a. a change in generally applicable law or interpretation affecting the content of the Rules;
 - b. issuance of a decision, ruling or other act by courts, authorities or other institutions that affect the content of the Rules, as well as the imposition of certain obligations by such courts, authorities or other institutions;
 - c. a change in the conditions of use of the Service which does not worsen the situation of the Participant in comparison with the previous one;
 - d. changes in the methods of payment for Tickets;
 - e. changes to the way the Service operates due to objective and independent technical or technological reasons;
 - f. changes to the way the Service operates due to the addition of new functionality or removal of existing functionality;
 - g. occurrence of the necessity to make editorial changes, including the necessity to remove ambiguities or doubts concerning the interpretation of the content of the Regulations
 - h. change of the Organiser's data.
9. The Organiser shall inform each Participant of any changes to the Rules at the e-mail address provided and of the effective date of the new Rules and on the Official Website.
10. An amendment to the Rules is binding if the amended Rules have been delivered to the Participant and the Participant has not terminated the Agreement.
11. In any issues not governed herein, applicable Polish laws shall apply. However, the choice of Polish law does not deprive Consumers and Entrepreneurs with consumer rights of the protection afforded by the provisions of foreign law, which cannot be derogated from by agreement and which would have been applicable in the absence of the choice of Polish law.
12. 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. The above provision does not apply to Consumers and Entrepreneurs with consumer rights, where possible disputes will be submitted to the component court of general jurisdiction.
13. The Rules come into force on 12 January 2024.