

## **General Terms and Conditions of Participation in events organized by nbi med!a**

### **§1**

#### **[Subject of services]**

1. These *General Terms and Conditions of Participation* apply to services provided by nbi med!a with its registered office in Kraków, 9 Zakopiańska Street, Tax Identification Number: 679-219-75-98, and related to the organization of industry events (e.g. conferences, workshops, trainings).
2. These *General Terms and Conditions of Participation* are to define the terms and conditions of cooperation between the Parties in the scope of the Service Recipient's participation and / or persons indicated by the Service Recipient in the events selected by the Service Recipient from the Service Provider's offer, implemented according to programs specified by the Service Provider, on dates and places indicated by the Service Provider. A detailed description of organized events can be found on dedicated websites for these Events.

### **§2**

#### **[Definitions]**

The terms used in this document mean the following:

1. Service Provider - nbi med!a with its registered office in Kraków, 9 Zakopiańska Street, Tax Identification Number: 679-219-75-98, i.e. the entity organizing the event.
2. Service Recipient - entrepreneur within the meaning of art. 43<sup>1</sup> of the Civil Code, i.e. the entity that concludes the contract for participation in the event and indicates the Participant (s) of the event.
3. Participant - a person participating in the event indicated by the Service Recipient, while the Service Recipient may also be a Participant.
4. Event - the event offered by the Service Provider, including conference, workshop or training.
5. Agreement - a contract for participation in the event, concluded between the Service Provider and the Service Recipient.
6. Website - a dedicated website of the Event organized by the Service Provider.
7. GTC - this document with attachments constituting its integral part.

### **§3**

#### **[Application for participation and payment]**

1. The Service Recipient and / or persons indicated by the Service Recipient participate in events organized by the Service Provider based on the event participation form available on the dedicated Website, or the form sent by the Service Recipient to the Event's e-mail address. Application for participation in the Event contains the title of the selected Event, date, location and list of people directed to the Event.
2. The Service Provider undertakes to guarantee the Service Recipient and / or persons indicated by the Service Recipient a place for the indicated event, provided that at the time of receipt of the application the available number of vacancies is sufficient. In the absence of places, the Service Provider undertakes to immediately inform the Service Recipient of this fact.
3. The applicable method of payment is prepayment by bank transfer - 100% of the amount before the Event, unless the parties agree otherwise. The Event fee should be paid within the time limit indicated on the pro forma invoice.
4. After receiving the Service Recipient's application, the Service Provider confirms participation in the event and conclusion of the Agreement with the Customer by sending an appropriate message, together with a proforma invoice to the e-mail address provided in the application form.
5. After the transfer is credited to the account, the Service Provider sends the invoice to the Customer to the e-mail address provided in the application form.

#### **§4**

##### **[Price and services]**

1. Prices for individual Events are indicated on the dedicated websites of these Events and on the application forms of these Events. All prices are net prices to which 23% VAT should be added.
2. The cost of participation in a particular Event includes services as specified in the variant purchased by the Service Recipient.
3. By rule, the participation in the event does not include accommodation costs and parking fees, unless the Agreement provides otherwise, which is clearly stated in the form.
4. In the event of a change in the VAT rate, the Service Provider and the Service Recipient shall take into account the current VAT rate.
5. In the event of strong inflation, the Service Provider may change prices.

#### **§5**

##### **[Termination of the contract]**

1. Under the applicable provisions of the Act on consumer rights of 30 May 2014, the the Service recipient may withdraw from the contract within 14 days from the date of its conclusion.
2. In addition, the Service Provider agrees to terminate the Agreement if the Service Recipient makes such a request up to 31 calendar days before the planned date of the Event. In this case, the costs will be reimbursed, but minus a handling fee of 10% of the value of the Contract. If the above deadline is not met, the Service Recipient will be charged 100% of the Event's price.
3. The Service Recipient is not entitled to withdraw from the Agreement if the Service Provider has fully performed the service with the express consent of the Service Recipient, who was informed before the commencement of the service that after the Service Provider has fulfilled the service, he will lose the right to withdraw from the contract, in particular when the deadline for the withdrawal from the Contract has not been met.
4. Resignation from participation in the Event must be notified in writing to the Service Provider, via e-mail from the address provided in the content of the application form and it is valid only after confirmation by the Service Provider.
5. In the event of termination of the Contract, the Service Provider will reimburse the cost to the Service Recipient under the Agreement within 14 calendar days by transfer to the bank account from which the payment was made, and the Service Recipient undertakes to fully cooperate in the correction of the invoice.
6. The absence of the Service Recipient and / or persons indicated by the Service Recipient does not release the Service Recipient from the obligation to pay the entire remuneration and does not constitute grounds for reimbursement of the remuneration paid for the event. The Service Provider provides for the possibility of replacing the registered person at the event with the Service Provider's consent. This fact should be reported via e-mail from the address provided in the application form, and the change of participant is only valid after confirmation by the Service Provider.
7. The Service Provider reserves the right to change the date of the Event or to cancel it. In this case, the Service Recipient will be immediately notified of the change in date of the Event. If the new date of the Event does not suit the Service Recipient, the Service Provider will be immediately notified by the Service Recipient, and the submitted notification is not binding.

#### **§6**

##### **[Obligations of the Service Recipient]**

1. The Service Recipient declares that the person signing or sending the participation form on their behalf has been explicitly authorized to conclude it and to bind each party to the provisions of the form and the GTC.
2. The Service Recipient undertakes to provide true details, including personal and contact details, in the content of the application form.

3. The Customer undertakes to update the data indicated in paragraph 1 immediately after the circumstances justifying such an update.
4. The Service Recipient bears the sole responsibility for the reported Participant (s).
5. The Service Recipient bears full responsibility for all materials and information presented by him and / or reported by the Service Recipient, including name / logo, advertisements, inserts, banners, stands, roll-ups, presentations, advertising materials. The Service User is also fully responsible for all statements and presentations presented at the Event by him or persons delegated by him.
6. The Service Recipient undertakes to familiarize the Participant (s) with these General Terms and Conditions of Participation, in particular the provisions regarding participation in the event and the use of training materials.
7. All training materials provided to participants of the Event are the sole property of the Service Provider, while participants of the Event have the right to use these materials for training purposes in the Service Recipient's enterprise. The training materials may not be distributed in any way outside the Service Recipient's premises and used for commercial purposes.
8. The Service Recipient acknowledges the possible change of lecturers during the Event and this does not constitute a basis for terminating the Agreement, and does not release the Service Recipient from the obligation to pay all remuneration, as well as does not constitute a basis for reimbursement of the remuneration paid for the Event. At the same time, the Service Provider declares that in such a case he will make every effort to ensure that new lecturers have appropriate substantive preparation.
9. The Service Recipient understands that the information and materials provided at the Event are general (informative), not individual, and cannot be considered as providing any consultancy services. The recommendations indicated during the Event are purely indicative, and the information they contain should not replace a detailed analysis of the problem or professional judgment. The Service Provider is not responsible for any losses resulting from actions taken or abandoned on the basis of the recommendations given. The Service Provider recommends that all issues presented at the Event be consulted with the relevant adviser.

## **§7**

### **[Obligations of the Service Provider]**

1. The Service Provider undertakes to perform the Event with due diligence and according to his best professional knowledge.
2. The Service Provider undertakes to make every effort in choosing the venue of the Event, its program and speakers, however, it the Service Provider is not responsible for the actual state of the venue found during the event, the form and level of speakers' presentations.
3. The Service Provider is not responsible for the content of papers, advertisements and other promotional materials presented during the Event.
4. The Service Provider shall not be liable for the Service Recipient's items and / or persons reported by the Service Recipient who may be lost, destroyed or stolen during the conference.
5. The Service Provider is not responsible for the effects of the so-called force majeure, i.e. external events that were unpredictable and which cannot be prevented.
6. The Service Provider undertakes to keep confidential all information and documents that directly concern the Service Recipient, obtained during mutual cooperation.

## **§8**

### **[Rules for participation in events]**

1. The Participant is obliged to participate in the Event in a way that does not interfere with the participation of other Participants in the Event. In the event of a breach of the above obligation, the Service Provider may refuse such a Participant to part part in the Event, and the fact does not constitute a basis for termination of the Agreement, and does not release the Customer from the obligation to pay all remuneration, nor it constitutes a basis for reimbursement of the paid remuneration for the Event.

2. The Participant is solely responsible for any damage caused to other Participants, the Service Provider and entities cooperating with the Service Provider in the organization of the Event, including the owner of the facility in which the event takes place, or the owner of the hotel in which the Participant sleeps, unless applicable law provides otherwise.
3. The Participant undertakes to comply with the security rules, including fire protection rules, as well as instructions and organizational and technical instructions of the Service Provider's representative.
4. Participants are forbidden to record the Event with any sound and image recording devices without the Service Provider's written consent in pain of nullity. In any case, however, public and commercial sharing of such recorded content is prohibited.
5. The participant acknowledges that public sharing of photos taken during the Event may violate the rights of third parties, including the right to image protection and personal rights. At the same time, the Participant agrees to the use of his image by the Service Provider or entities acting on his behalf. The consent covers the use, recording, processing and reproduction of photos or videos taken by any technique, on and with any medium, solely for the purpose compatible with the Service Provider's activities, mainly for the promotion of the Event (relationships, photoreports, video relations).

## **§9**

### **[Complaints]**

1. The Service Recipient is entitled to lodge a complaint with the Service Provider and questions related to non-performance or improper performance of services.
2. Complaints or inquiries can be sent to the following address: nbi med!a, 9 Zakopiańska Street, 30-418 Kraków or submitted in electronic form to the e-mail address: [redakcja@nbi.com.pl](mailto:redakcja@nbi.com.pl).
3. The Service Recipient is asked to indicate in the complaint / inquiry the specific reasons for submitting the complaint / inquiry, with a detailed description of the event being the subject of the complaint / inquiry.
4. The complaint / inquiry should contain full data of the Service Recipient, enabling its verification.
5. Complaints will be considered in the order in which they are received by the Service Provider, with the reservation that the Service Provider is obliged to consider each complaint within 14 days of its delivery to the Service Provider, unless additional information is necessary for its reliable consideration. In this case, the above deadline is calculated from the date of providing such information.
6. In case of sending a complaint / inquiry electronically, the Service Recipient will be informed about the method of considering the complaint to the e-mail address from which the complaint / inquiry was sent, unless the Service Recipient provided another address in the complaint.

## **§10**

### **[Personal data]**

1. The administrator of the personal data of the Service Recipient and / or persons indicated by the Service Recipient is the Service Provider - nbi med!a, with its registered office in Krakow at 9 Zakopiańska Street, Tax Identification Number: 679-219-75-98 and REGON: 120018168.
2. The processing of personal data takes place on the principles set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95 / 46 / EC (hereinafter referred to as the "Regulation"), the Act on the provision of electronic services and the provisions of these Regulations.
3. The Service Recipient may contact the Personal Data Protection Inspector by phone at 12 292 70 70 or by writing to: [redakcja@nbi.com.pl](mailto:redakcja@nbi.com.pl).
4. The processing of personal data is necessary for the purposes of implementing the Agreement.
5. Providing personal data is voluntary and their processing takes place:
  1. In order to properly implement the Agreement,

2. For the purposes of promotional and commercial activities of the Service Provider and third parties, which also includes sharing data with the above-mentioned third parties or entities indicated by them;
3. In order to implement the obligations provided for in the mandatory provisions of law.
6. The legal basis for the processing of personal data in the case referred to in paragraph:
  1. 5 point 1 is the statutory authorization to process data necessary to fulfill the provisions of the contract;
  2. 5 point 2 contractual authorization to process personal data in the event that it is necessary to fulfill legally justified purposes pursued by the Service Provider or there is an informed consent of the system user;
  3. 5 point 3 is the statutory authorization to process data necessary for the purpose of acting in accordance with the law.
7. Personal data collected by the Service Provider may also be made available to:
  1. Relevant state authorities at their request pursuant to relevant legal provisions;
  2. Other persons and entities - in cases provided for by law.
  3. Subcontractors (including event co-organizers, Website manager, facility manager in which the event takes place or hotel in which the event participant stays).
8. The Service Provider provides appropriate technical and organizational measures to ensure the security of personal data made available by the Service Recipient, in particular preventing access to them by third parties or their processing in violation of the law, preventing data loss, damage or destruction.
9. The Service Recipient provides personal data in the places designated and gives an informed and voluntary consent to the processing of his personal data by the Service Provider, indicated above, for the purposes of the Service Provider's activities specified above.
10. The Service Provider may process the following personal data of the Service Recipient necessary to establish, shape the content, change or terminate the legal relationship between them:
  1. names and surnames,
  2. business addresses,
  3. correspondence addresses,
  4. employment places,
  5. industries
  6. positions,
  7. academic titles,
  8. email addresses,
  9. phones,
  10. IP addresses.
11. In order to perform contracts or perform other legal actions with the Service Recipient, the Service Provider may process other data necessary due to the nature of the service provided or the manner of its settlement.
12. The Service Provider distinguishes and marks among the data referred to above the data which submission is necessary to provide the service electronically.
13. The Service Provider is entitled to send commercial information to the e-mail addresses provided in the registration form within the meaning of Art. 10 of the Act of July 18, 2002 on the provision of electronic services.
14. The Service Provider is entitled to use telecommunications terminal equipment and automatic calling systems for direct marketing purposes.
15. The Service Provider may refuse to provide the service electronically due to the lack of access to data, when the processing of these data is necessary due to the way the ICT system functioning ensuring the provision of the service by electronic means or the property of the service.
16. The Service Provider may process, with the consent of the Service Recipient and for the purposes specified in item 5, other data regarding the Service Recipient that is not necessary to provide the service electronically.

17. The Service Provider may process the following data characterizing the Customer's use of the service provided electronically (operational data):
  1. Designations identifying the Service Recipient issued on the basis of the data referred to in item 10,
  2. Designations identifying the end of the telecommunications network or IT system used by the Service Recipient,
  3. Information about the start, end and scope of each use of the electronic service,
  4. Information on the use by the Service Recipient of services provided electronically.
18. The Service Recipient and / or persons notified by the Service Recipient have the right to:
  1. Supplement and update data content,
  2. Requests for temporary or permanent suspension of the processing of personal data or their removal, if they prove to be incomplete, outdated, untrue or collected in violation of the law,
  3. Objection to the processing of their personal data - in cases provided for by law - and the right to request their removal when they become unnecessary for the purpose for which they were collected,
  4. File a complaint regarding the processing of data by the Service Provider to the President of the Office for Personal Data Protection,
  5. Transfer his or her data.
19. In order to implement item 17, please contact the Service Provider's Customer Service Department - Contact in item 3.
20. The Service Recipient's data will be processed until the consent is withdrawn (marketing purpose) or in the event of a contract until its termination if other regulations do not require the Service Provider to further process it.

## **§11**

### **[Final provisions]**

1. Sending the application to the Service Provider is tantamount to acceptance by the Customer and / or persons applied by the Customer of this GTC.
2. The content of the GTC is available on websites dedicated to the Event and on the Service Provider's website, and its form allows it to be printed and saved on devices and media.
3. The Service Provider reserves the right to unilaterally change the GTC, however, such changes do not apply to Agreements already concluded.
4. Any disputes that may arise in connection with the conclusion, implementation and termination of the Agreement, including claims related to withdrawal from it, shall be settled by the court competent for the Service Provider.
5. In matters not covered by the GTC, the provisions of Polish law shall apply.
6. GTC become effective as of April, 2nd 2019.