

## RULES AND REGULATIONS FOR THE OPEN EYES ECONOMY 5 (2020)

These Rules and Regulations specify the conditions for participation in the Open Eyes Economy Summit 5 from 17 to 18 November 2020, held in a hybrid formula (on-line and on-site).

### I. Definitions

For the purposes of these Rules and Regulations, the following terms shall be assigned the following meanings:

1. **Service** – understood as:
  - a. website [www.oees.pl](http://www.oees.pl) (Website): [www.oees.pl](http://www.oees.pl)
  - b. streaming platform (Streaming Platform): [www.kongres.oees.pl](http://www.kongres.oees.pl)
  - c. registration system (Registration System): [www.rejestracja.oees.pl](http://www.rejestracja.oees.pl).
2. **Organizer** – Foundation for Economy and Public Administration with the registered office in Krakow, at ul. ks. I. J. Skorupki 22, 31-519 Kraków, VAT [NIP] no.: 676-22-93-050, CRO [REGON] no.: 120037591, National Court Register [KRS] no. 0000232184, phone no.: + 48 12 423 76 05 ext. 24, e-mail: [biuro@oees.pl](mailto:biuro@oees.pl).
3. **Congress** - an international summit of economics based on social values called the **Open Eyes Economy Summit** organized by the Foundation for Economy and Public Administration, held once a year, in autumn. The fifth edition currently being organised takes place from 17 to 18 November 2020. The Congress takes place in two forms: on-line and on-site.
4. **Venue** – ICE Kraków Congress Centre (ul. Marii Konopnickiej 17, 30- 302 Kraków), where the Congress is held in the on-site form.
5. **Streaming Platform** - a dedicated interactive tool, through which the Congress takes place in the on-line form, available at: [www.kongres.oees.pl](http://www.kongres.oees.pl)
6. **User** – an adult physical person entitled to participate in the Congress.
7. **Agenda** – the Congress programme made available in the Service consisting of a list of speakers and the titles of their speeches. The Agenda is indicative only and may change even during the Congress.
8. **Privacy Policy** – a document containing information regarding the processing of personal data of Users, which is an integral part of the Rules and Regulations, available in the Service.

## II. General provisions

1. These rules and regulations ("Rules and Regulations") specify the conditions for the participation in the Congress as well as the specific rights and obligations of the User as well as the Users of the Service.
2. All the rights to the name of the Service, its graphic and functional concept as well as the right to any textual and graphic elements used in the Service, with the exception of elements originating from third parties (in particular, logos of partners, media partners, sponsors, conferences/partner congresses, etc.), are vested in the Organizer and may be used only on the basis of the consent (license) granted by the Organizer.
3. In any matters related to the use of the Service or participation in the Congress, you can contact the Organizer by e-mail, at: [rejestracja@oees.pl](mailto:rejestracja@oees.pl), or by phone at no.: +48 12 423 76 05 ext. 24.
4. The acceptance of the Rules and Regulations is a prerequisite to registration and, thus, participation in the Congress.
5. The Users and Participants are obliged to comply with the provisions of the Rules and Regulations.

## III. Terms of use of [www.oees.pl](http://www.oees.pl) website

1. The use of the Service and all its functions requires access to the Internet and the use of a standard web browser.
2. In order to ensure the security of the transmission of data transmitted through the Service, the Organizer applies technical and organizational measures appropriate to the level of risks associated with the use of the Service.
3. The User is obliged to comply with the rules of the Service, in particular:
  - a) not to provide content that causes the Service to become unstable or overloaded, or systems used by entities participating, directly or indirectly, in the provision of electronic services;
  - b) not to provide content that may violate the personal interests of third parties, copyright, intellectual property rights, trade secrets or that may otherwise violate the applicable legal order or good practices;
  - c) not to provide content containing computer viruses and other dangerous software such as "worms", "trojan horses", "keyloggers" or other;

- d) not to provide content that results in the sending of unordered commercial information (SPAM) or other illegal content by law as well as the provision of any other unlawful content.

#### IV. Registration

1. The registration process of the Users of the Congress takes place from September 1, 2020, only through the registration form available in the Service.
2. Participation in the Congress is payable. The cost of the participation is available in the Service (“Price List = CURRENT OFFER”) available at <https://www.rejestracja.oees.pl/registration/attende> ).
3. The cost indicated in the Price List relates to participation in the Congress for one person, according to the content of the Price List. Eligibility for discounts provided for in the Price List may be verified by the Organizer.
4. The Organizer reserves the right to terminate the sale of tickets before the start of the Congress.
5. The Organizer distinguishes the following categories of participants registering for the event:
  - a) **Participant** – a natural person authorized to participate in the Congress.
  - b) **Speaker** – a natural person authorized to give a speech during the Congress, approved by the Organizer.
  - c) **Volunteer** – a natural person who voluntarily and consciously, free of charge, renders services to the Organizer.
  - d) **Partner** – a natural person carrying a one-person business activity or a representative of a legal person who provides content and substantive care for the Conference. The Conference Partner shall provide support in the form of a Conference programme, speakers (substantive persons) and persons designated by him and acting on his behalf during the Conference and shall provide material or intangible resources for the opportunity to promote their activities.
  - e) **Student** – an adult natural person who is under 26 years of age and continues education at a higher education institution, having a valid student or doctoral ID card.
6. The participation of a Student in the Congress takes place on the terms set out in the Service or on a general basis, as assigned to the Participant.
7. The Student is entitled to access all the lectures indicated in the Agenda.
8. The Student, during the confirmation of accreditation in the Congress in the on-site form, is obliged to present the current student/doctoral ID card.

9. The application for participation in the Congress shall be made by completing and submitting the registration form made available in the Service.
10. **The Organizer distinguishes the following forms of participation:**
  - a) on-line form - participation in the Congress through the platform,
  - b) on-site form - participation in the Congress in the Venue,
  - c) hybrid form - participation in the Congress in both on-line and on-site form in the Venue.
11. **The Organizer distinguishes the following types of ticket:**
  - a) A ticket to the Congress in the on-line form:
    - i. full access - payable - entitles the User to participate in all the lectures contained in the Agenda and unrestricted access to the functionality within the platform.
    - ii. limited access - free of charge - entitles the User to participate in sessions designated by the Organizer and limited access to use the functionalities within the platform.
  - b) A ticket to the Congress in the on-site form - entitles the User to participate in all the lectures contained in the Agenda in the Venue. Due to the epidemiological situation, the Organizer reserves the right to prevent the use of such a ticket.
  - c) A ticket to Congress in a hybrid form - registration for Congress in on-line and on-site form.
12. In the registration form, the User provides the following data: first name; last name; e-mail address (a ticket and other information regarding the organization of the Congress will be sent to this address); a phone number; position; the name of the institution. Furthermore, the User provides the following details for the invoice issuance purposes:
  - a) in the case of an invoice for an institution: name of institution, street, building number, residence number, postal code, city, tax ID - Company name and tax ID are provided in order to obtain an invoice when the application is made on behalf of a company (legal person, organizational unit without legal status, but having legal capacity, a natural person carrying business activity);
  - b) in the case of an invoice for a private person: first name, surname, street, building number, residence number, postal code, city.
13. In the registration form, the User can use the discount code (if the User has received it). If the User, despite having a discount code, does not provide this code during registration, the right to obtain a discount becomes void and registration takes place on the terms of payment as specified in the Price List.
14. Before submitting the registration form, the User is obliged to read the Rules and Regulations and the Privacy Policy. By means of approving and

sending a completed registration form to the Organizer, the User submits an offer to the Organizer to conclude an agreement for the participation in the Congress.

15. The receipt of the offer is confirmed by the Organizer by means of sending a confirmation of registration, via the Platform, to the User's e-mail address. At the time of sending this e-mail to the User, an agreement for participation in the Congress is completed by and between the Organizer and the User, or a legal entity represented by the User.
16. The payer (the invoice recipient) is the entity indicated by the User in the registration form.
17. The User is obliged to indicate the payer of the invoice (the recipient of the invoice) to whom the document will be issued. The User may change the payer within 14 days from the date of issue of the invoice. Information requesting a change of payer must be sent by e-mail to: [biuro@oees.pl](mailto:biuro@oees.pl). The information has to indicate the invoice number, the previous designation of the payer, the name of the new payer, the name of the User of the Congress.
18. Upon the payment of the fee, the User authorizes the Organizer to issue an electronic VAT invoice without the signature of the recipient and send it only to the e-mail address indicated in the registration form.
19. In justified cases and at the written request of the payer, it is possible to issue an invoice in a paper form within 30 days from the date of the payment of the fee.
20. **The Rules and Regulations provide for the following payment methods:**
  - a) on-line payment: PayU;
  - b) traditional payment: by bank transfer to the Organizer's bank account - ING Bank Śląski S.A. PL91 1050 1445 1000 0090 8000 6902 (IBAN) (SWIFT: INGBPLPW).
21. In the event of an offline payment, the Organizer shall, within 7 days of registration, provide a pro forma invoice to the User's e-mail address. The payment for participation in the Congress has to be made on time and to the bank account indicated on the pro forma invoice issued by the Organizer. The payment may be made as soon as the Organizer has confirmed the registration by e-mail, to the Organizer's bank account number indicated in the e-mail sent to the User or through on-line payment systems.
22. The payment for the participation in the Congress can be made in Polish currency (PLN). It is also possible to pay for participation in the Congress in a different currency, please contact the Organizer by e-mail: [biuro@oees.pl](mailto:biuro@oees.pl) or by phone at + 48 12 423 76 05 ext. 24.
23. The GAP Foundation allows for changes in the list of participants. Information about the User's change should be notified to the GAP Foundation within minimum 5 days before the start of the Congress.

Changing the User requires the re-completion of the registration form and the information about the changes by the User to the e-mail address: [biuro@oees.pl](mailto:biuro@oees.pl), along with an indication of the persons affected by the change.

## V. Conditions for the participation in the Congress – on-line

1. The User entitled to use the ticket with full paid access registers through the Service. After registration, the User receives a ticket to the Congress together with an individual code, to the e-mail address indicated in the registration form (the code is dedicated to each User on an individual basis, therefore, it is forbidden to make it available or reproduced to third parties), through which it is possible to log in and use the platform.
2. The User entitled to use the ticket with limited, free access registers through the Service, through which is redirected to the Platform. Through the streaming platform, registration is made with limited access - free of charge.
3. In order to complete your registration correctly, the User can also be asked to activate the Account additionally, including by e-mail, in accordance with the information displayed on the streaming platform.
4. The Account is used to identify the User for the access to a specific event and thus the User may not use another User's account or share the account with others, including disclosing access to the account or code.
5. By registering the Account, the User declares that the data provided in the registration form is true and does not violate the rights of third parties.
6. The User, in connection with the use of the Platform, is obliged, in particular, to fill in the data indicated in the Account. In case of any changes to the User's data provided in the Account, the User is obliged to immediately correct the data, through the functionalities available within the Account.
7. Due to the limited number of seats, the Organizer reserves the right to refuse a right to participate in a given room of the streaming platform.
8. The use of the streaming platform may be carried out only on the terms and to the extent indicated in the Rules and Regulations.
9. Minimum technical requirements allowing for the use of the Platform and Services:
  - a) a device with internet access;
  - b) access to e-mail;
  - c) the latest version of the cookie-enabled and Java Script-enabled web browser
  - d) a programme to read PDF files;

- e) active and correctly configured data transmission service provided by the User's telecommunications operator or a wireless connection on the device of the User.

10. During the Congress, there is a total and absolute prohibition of taking photos or movies or recording in any form or by any means of the displayed and transmitted content.

## **VI. Terms and Conditions for the participation in the Congress in the on-site form**

1. In the event of strict restrictions on the quantitative assumptions with respect to persons in public assemblies, the Organizer reserves the right to refuse participation and a ticket purchase to Congress in the on-site form.
2. The participation in the Congress in the on-site form entitles the User to attend all the lectures indicated in the Agenda. Each participant receives an ID.
3. The Organizer, due to the limited number of seats in individual rooms, reserves the right to prohibit the entry of Users whose participation results in exceeding a determined limit.
4. The participation in the Congress in the on-site form is payable. The cost depends on the time of application for the participation, as specified in the Price List.
5. Due to the epidemiological situation, the registration form available at [www.oees.pl](http://www.oees.pl) Service contains information regarding the expression or not, of the wish to participate in the Congress in on-site form. The Participant who selects the option: *I want to participate in the Congress in the on-site form* will first receive information from the Organizer about the possibility of participation in the indicated form.
6. The Organizer does not cover the costs of transportation or accommodation of the Participants of the Congress.
7. During the Congress, there is a total and absolute ban on taking photos, filming or recording in any form or by any device of the displayed content.

## **VII. Complaints**

1. The User may submit complaints to the e-mail address: [biuro@oees.pl](mailto:biuro@oees.pl), or in writing, to the address of the Organizer's registered office.
2. A complaint regarding the conduct of the Congress may be submitted within 14 days from the date of its completion. The date of submission of the complaint shall be deemed to be the date of receipt of the complaint by the Organizer.

3. Complaints submitted after the expiry of the term specified hereinabove will not be considered.
4. The Organizer undertakes to consider the complaint without delay, no later than within 30 days from the date of its submission.

#### VIII. Withdrawal

1. Pursuant to Article 27 of the Act on consumer rights of 30 May 2014, a Consumer User may withdraw from the Agreement of Participation in the Congress without giving any reason and at no cost.
2. Withdrawal from the Agreement can be made within 14 days from the date of its conclusion (the date of registration to the Congress), by means of sending the "Declaration of Withdrawal" by electronic means or by registered mail to the address of the Organizer.
3. The exercise of the right of withdrawal and the reimbursement of benefits are processed in accordance with the Act on consumer rights of 30 May 2014.
4. The template of the Declaration of Withdrawal from the Agreement is enclosed as an Appendix to these Rules and Regulations.

#### IX. Cancellation

1. In compliance with the terms specified in these Rules and Regulations, regardless of the right of withdrawal, the User may resign from participating in the Congress.
2. If the User paid to participate in the Congress, the User is entitled to cancel the participation in the Congress not later than **by 31.10.2020** by sending the Organizer a written declaration of cancellation in the form of a registered letter to the Organizer's address or electronically to the following e-mail address: [biuro@oees.pl](mailto:biuro@oees.pl).
3. The Organizer, in case of cancellation of the participation in the Congress, returns to the User all or a specified part of the deposited amount to the bank account from which the payment was made. The amount paid will be refunded within 30 days, based on a credit note accepted by the User.
4. In the event of the User's resignation from participation in the Congress, the amount paid is refunded under the following conditions (the date of receipt of the cancellation referred to in item 6.1. of these Rules and Regulations is decisive):
  - a) cancellation submitted by **1 October 2020** – refund of the full fee to the bank account from which the payment was made,
  - b) resignation by **31 October 2020** – refund of 50 % of the fee to the bank account from which the payment was made,



- c) resignation submitted after **31 October 2020** – the participant is not entitled to a refund of the fee.
5. Failure to pay for the participation in the Congress does not imply resignation from the participation, and the User or persons registered to participate retain the right to participate in the Congress; in the absence of withdrawal from the Agreement or cancellation under the conditions set out in the Rules and Regulations, the Organizer retains the right to retain the incurred fee for the participation in the Congress.

## **X. Personal data**

1. The Administrator of personal data collected through the Service is the Foundation for Economy and Public Administration with its registered office in Krakow at ul. Ks. I. J. Skorupki 22, 31 – 519 Kraków, VAT [NIP] no.: 676-22-93-050, CRO [REGON] no.: 120037591, National Court Register [KRS] no.: 0000232184.
2. The Administrator is not obliged to appoint a Personal Data Protection Inspector.
3. The Personal Data of the User of the Service shall be processed by the Administrator in accordance with the applicable laws, in particular, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of physical persons with regard to the processing of personal data and on the free movement of such personal data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the GDPR).
4. The contact with the Administrator of personal data is possible via the e-mail address: [biuro@oees.pl](mailto:biuro@oees.pl) or by phone: + 48 12 423 76 05 ext. 24. Telephone contact is available from Monday to Friday, from 09:00 to 15:00.
5. The Users' personal data is provided by the User:
  - a. to apply for participation in the OEES Congress through the OEES Registration System,
  - b. to apply for participation in OEES On Tour events through the OEES Registration System,
  - c. for marketing purposes related to the OEES organisation.
6. The Users' personal data at the stage of application for the participation in the Congress will be processed on the basis of art. 6 para. 1a) of GDPR (the User's consent). Users' personal data at the stage of participation in the OEES Congress will be processed pursuant to art. 6 para. 1b) of GDPR (data processing is necessary for the performance of a contract to which an individual to whom the personal data pertains is a party).

7. The term of the processing of the Users' personal data depends on the purpose for which the processing is carried out:
  - a. in relation to the services provided by the Administrator enabling the Users' participation in the OEEES Congress, the Users' personal data will be processed for the period during which these services are provided and after their completion, but only if it is allowed or required by applicable law e.g. processing for statistical, billing or compensation purposes. In such an event the personal data will be processed only for a period required to implement the purposes;
  - b. personal data used for marketing purposes will be processed until the User withdraws the consent to their processing for this purpose or the purpose of processing expires.
8. The User's personal data will not be processed by automated means except for the process of accepting the User's application through the OEEES Registration System and will not be profiled.
9. The User shall have the following rights:
  - a. the right of access to the personal data, including obtaining a copy of the personal data,
  - b. the right to request rectification of the personal data,
  - c. the right to erasure the personal data (in certain situations),
  - d. the right to lodge a complaint with a supervisory authority competent for the protection of personal data,
  - e. the right to restrict the processing of the personal data,
  - f. the right to object to the processing of the personal data for direct marketing and profiling purposes, as well as to object to the processing of the personal data based on a legitimate interest due to a specific situation.
10. To the extent that the User's personal data is processed on the basis of the User's consent or as a part of the service provided (the personal data is necessary for the provision of the service), the User can additionally exercise the following rights:
  - a. the right to withdraw consent to the extent that it is processed on this basis. The withdrawal of the consent does not affect the legality of processing based on the consent before its withdrawal;
  - b. the right to transfer personal data, i.e. to receive the User's personal data, in a structured, commonly used format that is machine-readable from the Administrator. The User can transfer the personal data to another personal data Administrator.

## **XI. Order rules for the Congress participation in the on-site form**

1. The access to the Venue, where the programme events of the Congress take place, is limited to **Accredited Users of the Congress in the on-site form**.
2. The User becomes an Accredited User of the Congress in the on-site form after confirming the accreditation at the Reception of the Congress and receiving a personal ID card.

3. The Accredited User of the Congress in the on-site form is obliged to comply with the safety rules, health and safety regulations that are binding within the Venue. A document containing the above-mentioned rules and regulations is available on the Venue's website.
4. The Users of the Congress are obliged to behave in a manner that does not endanger the safety of other Users, comply with the law and regulations, as well as immediately follow the instructions of the law enforcement services. It is forbidden to block or obstruct exits and evacuation routes, and other equipment necessary for conducting rescue or firefighting operations during the Congress.
5. The Organizer shall not be liable for damages caused to the User as a result of force majeure.
6. The Users of the Congress are obliged to respect the rights and personal dignity of other Users. The User is strictly prohibited from harassing other Users. Harassment is considered to be: offensive verbal comments about gender, gender identity, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, intentional intimidation, harassment, inappropriate physical contact and unwanted sexual attention. Furthermore, during the Congress it is prohibited to use the words and symbols generally considered to be prohibited, including profanity or terms that may cause insult to religious or ethical feelings, and indicate discrimination.
7. The destruction of signs and information boards, advertising media, equipment and devices located within the premises of the Open Eyes Economy Summit is prohibited. The Users are obliged to use sanitary facilities only for their intended purpose.
8. Each User is obliged to wear a congress ID in a place visible to the Organizer (or is obliged to present it each time upon the Organizer's request), for the entire time of the Congress. The lack of an ID entitles the Organizer to ask the User out of the Congress. The User may not transfer the Congress ID to another person, and a Congress ticket is personal and assigned to a specific User. Each User in the Congress should have a ticket in a paper or electronic form to present it to the Organizer.
9. If the User has lost or otherwise misses the ID, it is possible to receive a duplicate ID in accordance with the instructions provided by the Organizer.
10. The Organizer is not responsible for stolen, lost or damaged items left in the locker room and throughout the Venue during the event.

## **XII. Order rules for the Congress participation in the on-line form**

1. The access to the Congress in the on-line form, where the programme events of the Congress are held, is provided only to **Accredited Users of the Congress in the on-line form.**

2. The User becomes an Accredited User of the Congress in the on-line form after having confirmed the accreditation on the Congress platform by logging in with the User's first name, last name, email address and unique code (received during the registration process).
3. The Accredited User of the Congress in the on-line form is obliged to comply with the security rules and regulations that are binding within the platform.
4. The Organizer shall not be liable for damages caused to the User as a result of force majeure.
5. The Users of the Congress are obliged to respect the rights and personal dignity of other Users. The User is strictly prohibited from harassing other Users. Harassment is considered to be: offensive verbal comments about gender, gender identity, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, intentional intimidation, harassment, inappropriate physical contact and unwanted sexual attention. Furthermore, during the Congress it is prohibited to use the words and symbols generally considered to be prohibited, including profanity or terms that may cause insult to religious or ethical feelings, and indicate discrimination.
6. The Organizer is not responsible for statements and speeches presented during the program events of the Congress.

### **XIII. Final provisions**

1. The Rules and Regulations are available at: [www.oees.pl](http://www.oees.pl).
2. Unless indicated otherwise in these Rules and Regulations, the contact between the Organizer and the User who sent the User Registration Form to the Organizer will take place electronically, on the User's part via the e-mail address provided during registration, and on the Organizer's part via e-mail address; [biuro@oees.pl](mailto:biuro@oees.pl) another email address within the [oees.pl](http://oees.pl) domain or [fundacjagap.pl](http://fundacjagap.pl) domain.
3. The Agreement concluded between the User and the Organizer, the object of which are services provided at terms specified in these Rules and Regulations, is governed by Polish Law.
4. In the case of doubts as for the interpretation, the binding version is the text of the Rules and Regulations in Polish language version.
5. The Organizer has the exclusive right to a binding interpretation of the Rules and Regulations.
6. The Organizer may introduce changes to the Rules and Regulations.

### **Appendix no. 1 – Withdrawal Form Template**

**Appendix no. 1**

**Agreement Withdrawal Form**

(this form has to be filled in and returned only if you wish to withdraw from the agreement)

Foundation for Economy and Public Administration,  
ul. ks. Ignacego Jana Skorupki 22, 31-519 Kraków,

I, the undersigned, .....

*(first name, last name, residential address)*

hereby inform of the withdrawal from the agreement for the provision of the following services:

.....  
*(congress name, ticket type, ticket number)*

completed on [date] \_\_\_\_\_  
*(date of the ticket receipt)*

.....  
*Date and signature*