

Pomeranian Offshore Wind Conference 2020 RULES organised by the Polish Wind Energy Association (“Regulations”)

§1

GENERAL PROVISIONS

1. The Pomeranian Offshore Wind Conference (“POWC”), to be held on 30.09 – 1.10.2020 in Szczecin, is organised by the Polish Wind Energy Association with its registered office in Szczecin, ul. Langiewicza 14/4, National Court Register (KRS): 0000097999, Tax ID No (NIP): 852-227-25-75, Statistical ID No (REGON): 811949676 („PWEA”).
2. These rules, hereinafter referred to as the “Rules”, shall specify the terms and conditions for the provision of services related to the organisation of POWC, the terms and conditions for the use of these services and the rules for the processing of personal data in connection with POWC.
3. The Rules are available, free of charge, at <https://pomeranianoffshore.pl/> in a form enabling its download, recording and printing. The Rules are also available in the PWEA registered office specified in Section 1(1) hereof.
4. The official POWC website is to be found at <https://pomeranianoffshore.pl/> („Website”).
5. The following definitions shall apply for the purposes of the Rules:
 - 5.1. Attendee — an individual who registered for POWC or who was registered for POWC by a Registrant;
 - 5.2. Registrant — a legal person, an individual, an individual conducting business activity or an unincorporated body that concluded an agreement with PWEA pursuant to the terms and conditions laid down herein;
 - 5.3. Hotel — the venue where POWC is held;
 - 5.4. Registration — the registration for POWC pursuant to the terms and conditions laid down herein;
 - 5.5. Organisers — POWC is organised by PWEA.

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CONCLUSION OF AN AGREEMENT

1. The conclusion of the POWC Participation Agreement (“Agreement”) shall require requesting the service by registration at the Website.
2. The Agreement shall be concluded upon acceptance of the terms and conditions thereof by clicking on the REGISTER link at the end of the registration page.
3. Upon registering/concluding the Agreement the Registrant:
 - 3.1. accepts the Rules;
 - 3.2. represents that it has read the documents containing terms and conditions for the conclusion of the Agreement and accepts the contents thereof;
 - 3.3. represents that it has received the information on the processing of personal data by PWEA in the area necessary for proper performance of the Service, constituting Schedule 1 hereto, and undertakes to forward the information to Participants being registered;
 - 3.4. represents that it agrees to documenting the meeting by photography and/or video and to publication of the above-mentioned documentation, also including its image or the image of Participants registered by it who have agreed to such documenting, on the PWEA website and in materials printed by PWEA and its commercial partners.
4. The person making the registration/ordering the Service shall be duly authorised to conclude the Agreement on behalf of the Registrant; otherwise the person shall be held fully liable for the execution of the concluded agreement.

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SUBJECT MATTER OF THE AGREEMENT

1. Pursuant to the concluded Agreement PWEA commits to enable the Attendee to participate in POWC, whereas the Registrant commits to pay the attendance fee.
2. PWEA shall announce on the Website the data concerning the subject, date, venue, agenda and price of POWC.
3. The conditions for participation in POWC are:
 - 3.1 registration for POWC pursuant to the terms and conditions laid down herein;
 - 3.2 the payment of a relevant fee in the amount and within the deadline laid down herein.
4. Registration for POWC shall be made by correct registration/Service order through the Website before the date specified on the Website as the registration/ordering deadline.
5. During registration the Registrant shall select the participation package from the packages available in the online registration form — separately for each Attendee.
6. PWEA shall have the right to refuse registration for POWC for convenience. In such case PWEA shall refund the paid registration fee in full. Registration may be refused no later than 3 days before POWC.
7. Any and all modifications made by a Registrant concerning the order shall be null and void unless made in writing (by registered mail to the PWEA registered office) or in the document form (by e-mail to event@psew.pl).
8. A Registrant shall be obligated to fill in the order (registration form) correctly and accurately.
9. PWEA shall not be held liable for losses caused by providing incorrect Participant or Registrant data in the order (registration form).
10. A Registrant may replace the registered Attendee free of charge by sending a relevant notice including the personal data of the new Attendee, as required in the order (online registration form), by a registered mail to the PWEA registered office or by email to event@psew.pl before the registration for POWC is closed. Notices filed after the deadline mentioned above or incomplete notices shall be null and void.

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PAYMENT TERMS AND CONDITIONS

1. A Registrant shall be obligated to make a payment for POWC within 7 days from the Agreement execution date, i.e. acceptance of the terms and conditions by clicking on the REGISTRATION link at the end of the order/registration form, no later than before the start of POWC.
2. A Registrant shall be obliged to pay the POWC attendance fee and other consideration stemming from the ordered participation package (i.e. accommodation, catering etc.).
3. A Registrant may benefit from discounts provided that a valid discount code is entered in the order/online registration form and all dues are paid within the deadlines specified on the Website.
4. Registrations for POWC made after the deadline for payment to be eligible for a discount shall be paid for by a Registrant at a standard rate. Fees are specified on the Website and in the online registration form.
5. All bank charges shall be incurred by the Attendee or Registrant.
6. When the fee is paid, PWEA will issue a VAT invoice to the address specified in the order (registration form).
7. Upon request of the Attendee or Registrant, or without such request if the Attendee fails to attend POWC, PWEA will issue VAT invoices to the address specified in the order (registration form) after a fee by virtue of the concluded agreement is paid to PWEA.

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RESIGNATION OF ATTENDEE/REGISTRANT

1. A statement of resignation from participation in POWC shall be made in writing and sent to PWEA registered office address or electronically to event@psew.pl Resignations from participation in POWC made by an Attendee / Registrant no later than 14 days before the specified POWC date shall make the Registrant eligible for a refund of the fees paid. Resignations made thereafter shall obligate the Registrant to pay the full price in accordance with the concluded agreement.
2. A Registrant may file resignation from participation in POWC applicable to all Attendees or Attendees specified by the Registrant by name, registered by it for POWC.
3. In case of non-attendance of an Attendee and the absence of a statement of resignation filed within 14 days before the specified date of POWC the Registrant shall be obligated to pay the full fee in accordance with the concluded agreement and shall not be entitled to a claim refund of the fee paid or other dues paid by virtue of the concluded agreement.
4. Provisions of this Section shall apply irrespectively of the reason for cancellation or non-attendance.

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PARTICIPATION TERMS AND CONDITIONS.

CIVIL LIABILITY

1. Attendees shall be obligated to follow the safety rules, OHS and fire protection regulations applicable on the area of the POWC venue.
2. An Attendee and a Registrant shall be held liable for any damages caused during the Attendant's participation in POWC.
3. PWEA, Hotel or any other owner of the venue where POWC is held shall not be held liable for the Attendees' property that might be lost, destroyed or stolen during POWC or the Attendee's stay in connection with POWC.
4. PWEA, Hotel or any other owner of the venue where POWC is held shall not be held liable for any Attendee's losses incurred during or in connection with POWC and caused by Force Majeure or third party action, in particular actions of other Attendees.
5. In the case of any damage to the Attendee's property, the Attendee shall be obliged to notify PWEA thereof without delay.
6. Attendees shall incur any and all travel and accommodation costs related to POWC unless the accommodation costs are included in the fee for the selected participation package.
7. In order to participate in POWC, an Attendee registered by a Registrant must:
 - 7.1. have the Registrant make a written statement confirming the familiarisation with and acceptance of the Rules upon registration. If the Registrant refuses to accept the Rules, the registration shall not be completed, and the Organisers shall not bear any liability for damages;
 - 7.2. pay the POWC attendance fee and other consideration stemming from the ordered participation package (e.g. additional training, parking etc.);
 - 7.3. confirm attendance on the POWC date, which is equivalent to acceptance of the Rules.

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COMPLAINTS

1. Any and all Attendees' or Registrants' complaints against PWEA shall be filed in writing by registered mail with confirmation of receipt sent to the PWEA registered office address.
2. The Attendees' or Registrants' complaints may be filed no later than within 7 days from the end day of POWC.
3. No complaints shall be examined after the deadline laid down in Section 7(2) above.

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CHANGE OF DATE AND CANCELLATION

1. PWEA reserves the right to change the POWC date, communicating the new date up to three weeks prior to the original POWC date in case of a Force Majeure event or other unpredicted fortuitous events independent from PWEA, precluding holding POWC on the original date. In such case the Attendee shall have the right to participate in POWC on the new date unless the Registrant withdraws from the Agreement within 14 days from receipt of information on the changed POWC date.
2. Where the Registrant withdraws from the Agreement in line with Section 8(1), the Registrant shall be refunded 100% of the amount paid within 14 business days from the receipt by PWEA of the statement of withdrawal from the Agreement.
3. If POWC is cancelled due to reasons attributable to PWEA, the Registrant shall be refunded 100% of the amount paid unless the Registrant agrees to participate in POWC on another date.
4. If POWC is cancelled for ill-fated reasons or Force Majeure preventing both holding POWC and cancelling it, an Attendee or Registrant shall not be entitled to compensation or refund of any fees incurred to participate in POWC. However, the Registrant shall be refunded 100% of the amount paid.
5. The information on the changed POWC date or the cancellation thereof shall be sent to the e-mail address specified in the registration form or will be communicated by PWEA to the Registrant by telephone.

§8

MISCELLANEOUS

1. Any and all disputes that might arise out of conclusion of the agreement shall be settled by a court locally competent for the plaintiff's registered office.
2. The Polish text of the Rules shall be binding for settlement of potential disputes.
3. PWEA shall have the right to modify the Rules at any time due to important reasons. PWEA shall notify all Registrants of each modification to the Rules by an e-mail sent on the addresses provided in the registration form. Where the Registrant does not accept the changes to the Rules, the Registrant may withdraw from the Agreement within 14 days from the receipt of information on the change to the Rules. No withdrawal from the Agreement shall be construed as acceptance of the new Rules.
4. Provisions of the Polish law, in particular Civil Code, shall apply to matters unsettled by the Rules and the online registration form.
5. The Rules shall become effective on 4 June 2020.

Schedule 1

Information on the processing of personal data — Registrant or its representatives and Attendees

In accordance with GDPR Article 13(1) and Article 14(1) we advise that the controller of your personal data is the Polish Wind Energy Association with its registered office in Szczecin (70-028) at ul. Chmielewskiego 22a, National Court Register (KRS): 0000097999, Tax ID No (NIP): 852-227-25-75, Statistical ID No (REGON): 811949676 („PWEA”).

For all matters related to personal data, please contact biuro@psew.pl.

PWEA will process your personal data provided in the online registration form and in other communication with PWEA:

1) to provide the services related to the holding of POWC, including contact with the Registrant or Attendee

– on the basis of GDPR Article 6(1)(b) as regards the Registrant’s personal data,

– on the basis of GDPR Article 6(1)(f) as regards personal data of persons representing the Registrant or Attendees;

2) on the basis of GDPR Article 6(1)(f) to pursue potential claims against the Registrant or Attendees;

3) on the basis of GDPR Article 6(1)(f) where additional consents are given, to the extent and for the purposes laid down in these consents.

Your personal data may be disclosed to: state authorities or other entities authorised on the basis of separate regulations; PWEA partners involved in organisation of POWC; banks where settlements are required; other third-party PWEA service providers, for instance IT, accounting or legal service providers; however, such entities will process the data on the basis of a contract with PWEA and only in line with PWEA instructions.

Your personal data will be stored on the territory of the European Economic Area (EEA).

Your personal data will be processed until the Agreement is performed (POWC is held) as well as thereafter for the purposes related to:

- 1) pursuit of claims related to the performance of the Agreement (i.e. in principle for a maximum 6 years from the date when performance of the Agreement has ended);
- 2) performance of duties stemming from the law, in particular tax and accounting duties (i.e. in principle for a maximum of 5 years counted from the end of the calendar year when the tax was due);
- 3) the personal data processing consents given by you until such consent is revoked.

You shall have the right to access your personal data, rectify that data, have it deleted or to limit processing thereof, to port the data and object, and, where an additional consent is given, to withdraw the consent at any time; however, this shall not affect the lawfulness of the processing performed on the basis of the consent before its withdrawal.

Should you deem the processing of your personal data to be in breach of the GDPR, you shall have the right to file a complaint with the President of the Office for Personal Data Protection.

Provision of your personal data in the registration form is voluntary; however, failure to do so will preclude registration and participation in POWC.

Your personal data will not be used for automated decision-making and will not be subject to profiling

Schedule 2

Consents and representations

- ☐ I represent that I have read the POWC Rules and accept it.
- ☐ I agree to the processing of my personal data by PWEA for marketing of own products and services following discharge of the Agreement.
- ☐ I agree to the processing of my personal data by PWEA and its Commercial Partners for marketing of products and services of these Commercial Partners.
- ☐ I agree to the receipt of electronic commercial information distributed by PWEA pursuant to the Electronic Services Provision Act of 18 July 2002.
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