

Terms and Conditions of the Offshore Wind Poland 2023 Conference 21-22 November 2023, Sheraton Grand Warsaw, Poland organised by the Polish Wind Energy Association ("Terms and Conditions")

## §1 GENERAL PROVISIONS

- 1. The organiser of the Offshore Wind Poland Conference ("Conference"), to be held on 21-22 November 2023 at the Sheraton Grand Warsaw Hotel in Warsaw, is the Polish Wind Energy Association, with registered office in Szczecin (70-325), al. Wojska Polskiego 187/4-5, KRS no.: 0000097999, NIP: 852-227-25-75, REGON: 811949676. ("PWEA").
- 2. These Terms and Conditions, hereinafter referred to as the **Terms and Conditions**, set out the principles for the provision of services related to the organisation of the Conference, the rules for the use of these services and the rules for the processing of personal data in connection with the organisation of the Conference.
- 3. The Terms and Conditions are made available free of charge at <a href="http://konferencja-offshore.pl">http://konferencja-offshore.pl</a> in a downloadable form that can be saved and printed. The Terms and Conditions are also available at the PWEA office indicated in § 1.1 of the Terms and Conditions.
- 4. The official website for the Conference can be found at: <a href="http://konferencja-offshore.pl">http://konferencja-offshore.pl</a> ("Conference Website").
- 5. For the purposes of the Terms and Conditions, the following definitions are adopted:
  - 5.1. **Attendee** a natural person who has registered for the Conference or whose attendance at the Conference has been requested by the Registrant,
  - 5.2. **Registrant** a legal person, a natural person, a natural person conducting business activity or an organisation without legal personality that enters into an agreement with PWEA under the terms set out in the Terms and Conditions,
  - 5.3. **Conference Venue** the venue hosting the Conference,
  - 5.4. **Application** the act of applying for participation in the Conference according to the rules specified in the Terms and Conditions,
  - 5.5. **Organiser** PWEA is the organiser of the Conference.

## §2 CONCLUSION OF THE AGREEMENT

- 1. Entering into an agreement to provide the service of participation ("Service") in the Conference ("Agreement") requires ordering the Service by registering on the Conference Website and reading the Terms and Conditions.
- 2. The Agreement is concluded by accepting the terms of the Agreement by clicking on the "REGISTER" link at the end of the registration.
- 3. Upon registration/conclusion of the Agreement, the Registrant:
  - 3.1. accepts these Terms and Conditions,
  - 3.2. declares that they have read the documents containing the terms and conditions of the Agreement and accepts their contents,
  - 3.3. declares that they have received information on the processing of personal data by PWEA to the extent necessary for the proper performance of the Service, constituting Appendix 1 to

- the Terms and Conditions, and undertakes to provide this information to the Attendee whose participation in the Conference they register,
- 3.4. declares that they give their consent for the meeting to be documented in photo and/or video form and for the above-mentioned documentation, including images of themselves or the Attendees they are registering, whose consent has been obtained, to be published on the PWEA website and in printed materials by PWEA and its business partners.
- 4. The person registering/ordering the Service shall be duly authorised to enter into the Agreement on behalf of the Registrant and, in the absence of such authorisation, that person shall be fully responsible for the performance of the Agreement.

## § 3 SUBJECT OF THE AGREEMENT

- 1. Under the Agreement, PWEA agrees to enable the Attendee to attend the Conference and the Registrant agrees to pay a fee for this service.
- 2. PWEA shall announce details of the subject, date, venue, programme and attendance fee on the Conference Website.
- 3. The prerequisites for Conference attendance are as follows:
  - 3.1 application for Conference attendance under the rules specified in the Terms and Conditions,
  - 3.2 payment of the relevant fee in the amount and by the deadline specified in the Terms and Conditions.
- 4. Application for Conference attendance shall be made by correctly registering/ordering the Service via the Conference Website by the date indicated on the Conference Website as the deadline for accepting orders.
- 5. When registering, the Registrant should select the desired attendance package from those available in the online attendance form, separately for each Attendee.
- 6. PWEA reserves the right to refuse to accept an application for Conference attendance at its discretion, in which case the fee paid shall be refunded in full. Applications may be refused no later than 3 days prior to the published Conference date.
- 7. Any changes to the order made by the Registrant shall be made in writing (by registered post to PWEA's registered office address) or in a digital document form (to be sent by e-mail to: event@psew.pl), otherwise the changes made shall be null and void.
- 8. The Registrant is required to fill in the order (registration form) correctly and in accordance with the actual status.
- 9. PWEA shall not be held liable for damages resulting from the entry of incorrect data of an Attendee or Registrant in the order (registration form).
- 10. The Registrant may change the registered Attendee free of charge by sending the relevant information containing the personal data of the new Participant required in the order (online application form) by registered post to PWEA's registered office address or by e-mail to: <a href="mailto:event@psew.pl">event@psew.pl</a> no later than before the end of online registration. Incomplete information and information submitted after the aforementioned deadline shall have no effect.

### § 4 PAYMENT TERMS

- 1. The Registrant shall make the payment for the Conference within 7 days of the conclusion of the Agreement, i.e. acceptance of the terms and conditions of the Agreement by clicking on the "REGISTRATION" link at the end of the order/registration, but no later than before the opening of the Conference.
- 2. The Registrant shall pay the fee for Conference attendance and other benefits resulting from the ordered attendance package (i.e. accommodation, catering, etc.).

- 3. The Registrant may take advantage of the discounts by entering a valid promotional code in the online order/registration form and pay the entire amount due in full by the dates indicated on the Conference Website. If registration for the Conference is made after the date by which payment must be made in order to benefit from the discount, the Registrant shall pay the standard rate. Fees are indicated on the Conference Website and in the online registration form.
- 4. Any bank charges shall be paid by the Attendee or Registrant.
- 5. After payment has been made, PWEA shall issue a VAT invoice and send it to the address indicated in the order (online application form).
- 6. At the request of the Attendee or Registrant or without such a request, in the case of Attendee's no-show at the Conference, PWEA shall issue VAT invoices and send them to the address indicated in the order (registration form), after the performance of the service (the Conference) under the concluded contract.

# §5 CANCELLATION OF ATTENDANCE BY THE ATTENDEE/REGISTRANT

- 1. The Attendee/Registrant is entitled to cancel their Conference attendance by 14 November 2023 at the latest.
- 2. The declaration of cancellation of Conference attendance must be made in writing and sent to PWEA's address or by e-mail to: <a href="mailto:event@psew.pl">event@psew.pl</a>. In the event of cancellation of the Attendee/Registrant's attendance at the Conference notified no later than 14 November 2023, the Registrant shall be entitled to a refund of the fee paid. In the event of cancellation after this date, the Registrant will be liable to pay the full price in accordance with the agreement.
- 3. The Registrant may cancel the attendance for all or specifically named Attendees registered by the Registrant.
- 4. Non-payment of the Conference fee after the conclusion of the Agreement does not imply cancellation of Conference attendance.
- 5. If the Attendee fails to attend the Conference (no-show) and fails to declare their resignation by 14 November 2023, the Registrant shall pay the full fee in accordance with the concluded agreement and shall not be entitled to claim a refund of the fee already paid or any other amounts paid under the concluded agreement.
- 6. The provisions of this chapter shall apply irrespective of the reason for cancellation or no-show.

# §6 CONDITIONS OF PARTICIPATION AND LIABILITY

- 1. Attendees shall observe the security rules, health, safety and fire regulations applicable at the Conference Venue.
- 2. Participants shall cover all travel and accommodation costs at the Conference, unless the accommodation costs have been included in the fee for the selected attendance package.
- 3. The conditions of admission for an Attendee registered by the Registrant to attend the **Conference** are as follows:
  - 3.1. reading the Terms and Conditions and then submitting a statement of reading and accepting the Terms and Conditions by the Registrant during online registration. In the event of refusal to accept the Terms and Conditions, registration will not be completed and the Organisers will not be held liable for any resulting damages,
  - 3.2. payment of the **Conference** attendance fee including other benefits resulting from the ordered attendance package (i.e. accommodation, parking, etc.),
  - 3.3. confirmation by the Attendee of their attendance on the date of the Conference, which is tantamount to acceptance by the Attendee of the Terms and Conditions.

#### §7 COMPLAINTS

- 1. Any complaints made by Attendees or Registrants towards PWEA shall be submitted in writing by registered letter with acknowledgement of receipt sent to PWEA's registered office address.
- 2. Complaints by Attendees or Registrants must be made no later than 7 days after the end of the Conference.
- 3. No complaints shall be considered after the deadline specified in par. 2 above.
- 4. An Attendee/Registrant who is a consumer has the possibility to use an out-of-court procedure for handling complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Voivodeship Inspector of Commercial Inspection in Warsaw. Information on how to access the aforementioned dispute resolution procedure and procedures can be found at the following address: www.uokik.gov.pl, under "Consumer Dispute Resolution".

# §8 CHANGE OF DATE AND CANCELLATION OF THE CONFERENCE

- 1. PWEA reserves the right to change the date of the Conference by notifying of the new date no later than three weeks before the originally planned date of the Conference in case of force majeure or other unforeseen events beyond the control of PWEA, making it impossible to hold the Conference at the original date. In such a case, the Attendee shall have the right to attend the Conference on the new date, unless the Registrant withdraws from the Agreement within 14 days of being notified of the change of the Conference date.
- 2. In the event of termination of the Agreement in accordance with par. 1, the Registrant shall be refunded 100% of the amount paid within 14 working days of receipt by PWEA of the notice of withdrawal from the Contract.
- 3. If the Conference is cancelled for reasons attributable to PWEA, the Registrant will be refunded 100% of the amount paid, unless the Registrant agrees to attend the Conference on a different date.
- 4. In the event that the Conference is cancelled due to force majeure or if force majeure prevents both the Conference and its cancellation, the Participant or Registrant shall not be entitled to any compensation or refund of any fees paid in order to attend the Conference. However, the Registrant shall be entitled to a refund of 100% of the amount paid.
- 5. Information about a change of date of the Conference or its cancellation will be sent to the e-mail address provided in the form or will be communicated by PWEA by telephone to the Registrant.

# §8 FINAL PROVISIONS

- 1. For the settlement of any disputes, the Polish version of the Terms and Conditions shall be considered binding.
- 2. PWEA reserves the right to modify the provisions of the Terms and Conditions at any time for valid reasons. PWEA shall inform all Registrants of any change to the Terms and Conditions, at the email address provided in the registration form. In the event of non-acceptance of the changes to the Terms and Conditions, the Registrant may withdraw from the Agreement within 14 days of being informed of such changes. Failure to withdraw from the Agreement implies acceptance of the new content of the Terms and Conditions.
- 3. Matters not covered by the Terms and Conditions and the online application form shall be governed by Polish law, in particular the provisions of the Civil Code.
- 4. An Attendee/Registrant who is a consumer also has the possibility to use out-of-court redress in disputes concerning contractual obligations arising from online sales contracts or service contracts by using the EU online ODR platform, available at: ec.europa.eu/consumers/odr.

5. The Terms and Conditions shall enter into force on 14 August 2023.

# Appendix 1 Information on the processing of personal data of the Registrant or its representatives and of Attendees

Pursuant to GDPR Articles 13(1) and 14(1), we inform you that the controller of your personal data is the Polish Wind Energy Association, with registered office in Szczecin (postal code 70-325), al. Wojska Polskiego 187/4-5, KRS no.: 0000097999, NIP: 852-227-25-75, REGON: 811949676. ("PWEA").

#### For any matters related to personal data, please contact: <a href="mailto:biuro@psew.pl">biuro@psew.pl</a>

PWEA will process your personal data provided via online application forms and other forms of contact with PWEA:

- 1) to provide services related to the organization of the Conference, including contacting the Registrant or Attendee,
  - i. under GDPR Article 6(1)(b) in relation to the Registrant's personal data,
  - ii. under GDPR Article 6(1)(f) in relation to personal data of persons representing the Registrant or Attendees,
- 2) under GDPR Article 6(1)(f) in order to assert possible claims against the Registrant or Participant,
- 3) under GDPR Article 6(1)(a) if additional consents are given, to the extent and for the purposes indicated in the content of these consents.

If you have not provided your personal data yourself, the source of your personal data is the Registrant registering you for the Conference.

Your personal data may be disclosed to: state authorities or other entities authorised under separate regulations, PWEA employees involved in the organisation of the Conference, banks in the case of the need to perform settlements, other external entities supporting PWEA e.g. in the area of IT, accounting or legal services, however such entities will process data on the basis of an agreement with PWEA and only in accordance with its 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 (the Conference is held), as well as thereafter for the purposes related to:

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

You shall have the right to access the content of your data and the right to rectify that data, to have it deleted, to restrict its processing, to port the data and to object to the processing of the data, and, where an additional consent is given, to withdraw the consent at any time without affecting 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.

Your provision of personal data contained in the application form is necessary for the conclusion of the Agreement, and failure to provide this data will prevent you from registering and attending in the Conference.

Your data will not be used for automated decision-making or subject to profiling.

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# Appendix 2 Consents and declarations

1. I declare that I have read and accepted the Terms and Conditions of the Conference.