

## CONFERENCE REGULATIONS

Regulations of the "E-Learning Fusion 2020" Conference: Digital Learning Conference & Exhibition

### §1.

#### GENERAL PROVISIONS

The terms used in the Regulations mean:

- a. Price - the price for participation in the Conference and Expo in accordance with §4 of the Regulations,
- b. Personal data - data allowing the identification of a natural person
- c. Participation in the Expo on free conditions - confirmation of participation for the Participant or qualified Participants is sent, the number of free places is limited,
- d. On terms payable in the Conference - a proforma is sent to pay for participation,
- e. Notification - electronic form of notifications regarding the Conference and Expo or events related to the Conference and Expo,
- f. Organizer / Digital Learning Center, 7 Algierska st., 03-977 Warsaw, tel. +48 786-984-808 biuro@dlc.org.pl, REGON: 381045935, NIP: 1132981343 entered under the KRS number: 0000745341 to the Register of Entrepreneurs by the District Court for the Capital City of Warsaw Warsaw, 14th Commercial Division of the National Court Register, share capital: PLN 5,000 (fully paid up),
- g. Event website: [www.elearning-fusion.pl](http://www.elearning-fusion.pl)
- h. The conference takes place online. Optionally, if there are conditions for the organization of a conference in a stationary formula, the conference will be held at Arche Hotel Krakowska, 02-180 Warsaw, Al. Krakowska 237
- i. Third party - a natural person, legal person or an organizational unit without legal personality within the meaning of Polish law, other than the Organizer, Participant and / or Buyer,
- j. Privacy Policy - defines the method of data processing, including cookies and notifications. The cookies policy is available on the website. events,
- k. Regulations - this document specifying the terms and conditions of the Conference and Expo, specifying the rights and obligations of the Organizer and Participant,
- l. Registration - an activity performed to register a Participant to participate in the Conference and Expo,
- m. Force majeure - an external event, unforeseeable, accidental or natural (natural), such as: fire, explosion, power failure, earthquake, flood, cloudburst, riots, actions of civil or military authorities, war, acts terrorism (including cyber attacks), an infectious disease epidemic,
- n. Participant - a natural person or a legal person or other entity that concluded an Agreement with the Organizer in connection with his business or profession,
- o. Agreement - an agreement for the participation and conduct of the Conference and Expo concluded between the Participant and the Organizer at the time of confirmation of the Registration, on the terms set out in the Regulations.

### §2.

#### TECHNICAL REQUIREMENTS

All of the following conditions must be met to participate in the event:

1. use of a computer or other telecommunications terminal device with access to the Internet;
2. have an e-mail address that can be used to receive and send e-mails;
3. gain access to the Conference website by prior login and setting a password;
4. In order to properly use the service, it is required to install on the device referred to in section 1 software that meets the minimum requirements:
  - a) access to the Internet or access to a dedicated link, not less than 512kb / s,
  - b) installed web browser: Internet Explorer version 7.0 or higher, Mozilla Firefox version 3.0 or higher or Chrome version 66 or higher or FireFox version 60 or higher or Opera version 53 or higher or Safari version 5 or higher or newer
  - c) the ability to add cookies;
  - d) Java Script enabled
  - e) communication using the https protocol;
  - f) an activated function of accepting pop-ups in the web browser for a web address,
  - g) software that allows you to read PDF files from Adobe Reader (other)
  - h) minimum 1 GHz processor and minimum 512 MB RAM;
  - i) - available patches and upgrades for the operating system installed.

### §3.

#### REGISTRATION

1. Registration can only be made by completing the form available at the URL:  
<https://www.elearning-fusion.pl/dla-uczestnikow>
2. If the Participant reports an additional person, he should register him separately in the form in order to fulfill the information obligation regarding the acquisition of personal data indirectly from the data subject and to confirm his participation in the Conference and Expo and consent to the implementation of the Agreement in relation to that person in accordance with the Regulations. The condition for participation in the Conference and Expo is reading and acceptance of the provisions of the Regulations by that person.

### §4.

#### PRICE FOR PARTICIPATION

1. Participation in the Conference and Expo is:
  - a) free for guests invited by the Organizer - requiring a written (e-mail) confirmation of the application qualification.
  - b) free at Expo - requiring a written (e-mail) confirmation of the application qualification.  
Registration for free participation includes participation in the Expo on September 22-23, 2021
  - c) payable at the Conference - payment on the basis of a pro-forma sent electronically.  
Registration for paid participation includes participation in the Conference and Expo on September 22-23, 2021.
2. The Organizer reserves the right to change the date, agenda, formula of the Conference and Expo and is obliged to inform the Participant about this fact no later than 7 days before the planned date of the Event, i.e. September 15, 2021
3. The terms of participation, current prices or discounts are specified when registering on the event's website.
4. Confirmed Paid Participation includes participation in the Conference and Expo, conference materials, coffee breaks and a meal - if the conference is organized in a stationary formula

5. Confirmed Participation does not include travel and accommodation costs.
6. In the case of paid participation, 23% VAT should be added to the price. If the entity benefits from VAT exemption, an appropriate statement should be sent to the Organizer no later than 7 days before the date of the Conference and Expo.
7. Should you have any additional questions, please contact us by e-mail or by phone: elf@dlc.org.pl or 786 984 808.

§5.

#### RULES OF PARTICIPATION IN THE CONFERENCE AND COURSE

1. The conference and Expo is addressed to people from the HR industry, owners of training and consulting companies, as well as suppliers of tools in the field of development and training, consulting companies, research workers and other people interested in digital learning and training.
2. The conference program is available on the event website.
3. The Conference and Expo is organized with the participation of the organizations listed on the event website.
4. During the Conference and Expo, promotional or informational materials of the Event Partners, Sponsors and Exhibitors may appear.
5. Participants do not receive certificates of participation in the Conference and Expo.
6. The condition for participation in the Conference and Expo or in the EXPO itself is Registration and acceptance of the necessary GDPR consents and these Regulations.
7. In the case of paid participation in the Conference and Expo - payment on the basis of a proforma and a written (e-mail) confirmation of participation.
8. Applications for participation in the Conference and Expo are accepted:
  - a) in the case of participants qualified to participate in the Expo as free - up to 5 days before the planned date or until the pool of vacancies is exhausted,
  - b) for paid participants to participate in the Conference and Expo - up to 2 business days preceding the conference, i.e. on September 17, 2021
9. Confirmation of participation in the Conference and Expo is the acceptance of the application by the Organizer. Failure to participate in the Conference and Expo does not release the Participant from the obligation to pay for participation (in the case of participation on a paid basis).
10. The Organizer has the right to refuse participation in the Conference and Expo to a Participant who:
  - a) in the case of paid participation, when: he / she did not make the payment for participation in the Conference and Expo,
  - b) in the case of free participation, when: the pool of vacancies has been exhausted.
11. Payments on time are considered to be made within 14 days from the date of issuance and delivery of the proforma invoice or no later than on the day before the event, and if the notification is made 7 days before the Conference and Expo, when the payment is made no later than the day before the event. In particularly justified cases, it is possible to contact the Organizer and modify this provision in accordance with the terms approved by the Organizer and the Buyer.
12. Failure to make a payment is not the same as resignation from participation in the Conference and Expo. The Participant may terminate the Agreement (cancel participation) at least 30 days before the Conference and Expo by sending an appropriate statement to the e-mail address elf@dlc.org.pl. In this case, the Organizer accepts the resignation, and the Price paid for participation in the Conference and Expo will be refunded by bank transfer to

the account number from which the payment was made or to the account indicated by the resigning Buyer, in the case of paying for participation by payment card - after deducting the costs incurred by the Organizer in connection with the Participant's declared participation in the Conference / after deduction of the amount of 70% of the price paid towards the costs incurred by the organizer in connection with the Participant's declared participation in the Conference.

13. All materials and the place will be prepared and reserved for the Participant.
14. The participant confirmed on the terms specified in sec. 12 may terminate the Agreement (cancel participation) no later than 30 working days before the event by sending an appropriate statement to the e-mail address to the contact person indicated in the terms of participation at the Registration stage. In the event of cancellation of participation at a later date, the Participant is not entitled to a refund of the paid price.
15. The Participant agrees to take photos, audio-video recordings and transcripts during the Conference and Expo with the Participant. The Organizer has the right to use photos / recordings / fragments of transcripts with the image of the Participant for marketing and promotional purposes in the context of the Conference and Expo. If the Organizer changes the event formula from a stationary to a remote one (e.g. live webinars), the event, additionally, can be broadcast, e.g. on social media or by other means enabling public sharing in such a way that everyone can have access to them at the venue. and at the time chosen by them. Active participation, including as a guest, in live webinars is open, and therefore the Participant's silhouette or image taken individually or as part of a larger whole may be documented by photograph, sound or film, and the materials obtained in this way may be disseminated by the Organizer and press representatives for information and promotional purposes related to the activities of the Organizer, sponsors and partners. The participant taking an active part in the live webinar accepts the possibility of recording and using his / her silhouette or image as a participant of the webinar as indicated above. If, in connection with registration, participation in webinars, the Participant provides the Organizer with any materials, e.g. biographies, photos, graphics or recordings, in order to use them or make them available in connection with a given participation, such transfer shall constitute an authorization, a non-exclusive license - for the Organizer and sponsors and Organizer's partners - for their use in accordance with the agreed purpose. The above also applies to speakers.
16. Debates / lectures can be ultimately recorded using audio / video devices, including broadcasting, for example, on social media or by other means enabling public sharing in such a way that everyone can have access to them at a place and time chosen by them. Active participation, including as a guest, in live webinars is open, and therefore the Participant's silhouette or image taken individually or as part of a larger whole may be documented by photograph, sound or film, and the materials obtained in this way may be disseminated by the Digital Learning Center sp. z o. o and press representatives for information and promotional purposes related to the activities of Digital Learning Center Ltd., sponsors and partners. The participant taking an active part in the live webinar accepts the possibility of recording and using his / her silhouette or image as a participant of the webinar as indicated above. If, in connection with registration, participation in webinars, the Participant provides the Digital Learning Center with any materials, e.g. biographies, photos, graphics or recordings, for use or sharing in connection with a given participation, such transfer shall constitute an authorization, a non-exclusive license - for Digital Learning Center Learning Center Ltd. and sponsors and partners by Digital Learning Center Ltd. - for their use in accordance with the agreed purpose.

17. The participant undertakes to use real data, i.e. data consistent with the factual and legal status, including personal data, for which he has the full right to use them.
18. The Participant is obliged to participate in the Conference and Expo in a way that does not hinder or interfere with the event and not to take any actions that are inconsistent with the provisions of generally applicable law or morality, as well as violating the personal rights of other Participants or the Buyer, third parties or legitimate interests Organizer or other Participants, Buyer or third parties.
19. The Organizer may ask Participants for the general opinion and level of satisfaction with the Conference and Expo, including the organization and manner of recording. Opinions can be collected in the form of questions or short questionnaires available in paper or electronic form.
20. The organizer may keep and publish statistics on the Conference and Expo.
21. The Organizer has the right to send Notifications in accordance with the Privacy Policy.
22. Participation in the Conference may, depending on the chosen technology / provider of the solution to support the Conference (platform / application), require the Participant to set up an account / register on the platform / in the application of the provider of the solution to support the Conference, and failure to meet this requirement will result in the inability to participate in Conference.
23. The Organizer has the right, at its discretion, to expand the properties and functionalities of the Conference and Expo. Such changes may not lead to a reduction in the quality of the implemented event.

§6.

#### RESPONSIBILITY

1. The organizer is not responsible for:
  - a) incorrectly entered data by the Participant,
  - b) no access to the Internet that prevents Registration or limitation in its availability,
  - c) no possibility for the Participant to travel to the Conference, in the case of a stationary conference formula
  - d) for any damage on the part of the Participant, caused by the use or inability to use by the Participant of the Services, such as: loss of data, delays in receiving or sending them, delays caused by lack of transmission, incorrect transmission or other interruptions in the provision of Services, caused by independent factors, and the independent factors are in particular:
    - 1) breakdowns of transmission or telephone lines, link load, lack of access to the networks of domestic and foreign operators or malfunctions in the operation of such telecommunications operators;
    - 2) interruptions in the supply of electricity and failures of technical devices and other such circumstances for which service providers and telecommunications operators are responsible;
    - 3) operational breaks and other breaks of a technical nature;
    - 4) circumstances for which the Participant is responsible, such as failure of the Participant's devices or software, errors in operation or configuration,
    - 5) failure by the Participant to comply with the provisions of these regulations,
    - 6) force majeure,
    - 7) losses suffered and profits lost by the Participant, the Buyer or third parties, which were caused by the cancellation of the Conference by the Organizer as a result of force majeure (random events beyond the control of the Organizer) or as a result of a

decision of public administration bodies or a change in law, in particular, the existence of restrictions that may affect the possibility of organizing and running a conference.

- 8) damage suffered and profits lost by the Participant, the Buyer or third parties, which were caused as a result of providing false data by the person making the Registration,
  - 9) damage suffered and profits lost by the Participant, the Buyer or third parties, which were caused by the actions or omissions of third parties beyond the control of the Organizer,
2. The participant takes part in the Conference and Expo at his/her own risk and responsibility.
  3. The Organizer has no influence on how the Participant will use the knowledge and skills acquired during the Conference and Expo.
  4. The Organizer's liability for damages incurred by the Participant, including as a result of access to his/her data by unauthorized persons, data loss or delay in receiving or sending data, is carried out after the complaint procedure specified in §7.

§7.

#### COMPLAINTS

1. Complaints should be submitted as soon as possible from the date of the damage. Please provide your data (name, surname, company name) and describe the irregularities as precisely as possible (taking into account the time and place of their occurrence). Please contact us by e-mail to the contact person indicated in the conditions of participation at the Registration stage.
2. Consideration of the complaint takes place as soon as possible, but not longer than 30 days.
3. The day of submitting the complaint is the date of receipt of the complaint by the Organizer.

§8.

#### INTELLECTUAL PROPERTY

1. The title and program of the Conference and Expo, including the website, layout, logos, graphics, photos, audio and video files used to promote the Conference and Expo, as well as the presentations, are the property of the Organizer or a third party (if so marked) and are legally protected.
2. The above markings and materials may not be used without the written consent of the Organizer or a third party who is the owner of the rights, in particular, they may not be used in connection with third party products or services in a way that may mislead the Organizer's potential customers or otherwise harm the Organizer. . Copying of conference materials and / or recording of the Conference and Expo, as well as sharing such materials and recordings is illegal and is subject to criminal liability in accordance with the Act of February 4, 1994. on copyright and related rights.
3. The participant or any third party may not remove, cover, prevent reading or alteration of trademarks, copyright notices or other proprietary notices contained in any materials related to the Conference and Expo.

§9.

## PERSONAL DATA

1. In accordance with an obligation to provide information pursuant to Art. 13 of 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 (GDPR), we would like to inform you that:
  - a) the administrator of personal data is Digital Learning Center Ltd., 7 Algierska st., 03-977 Warsaw. Contact details: Digital Learning Center Ltd., 7 Algierska st., 03-977 Warsaw, phone: +48 791 204 350, email: [rodo@dlc.org.pl](mailto:rodo@dlc.org.pl).
  - b) personal data are processed in order to take action before concluding the contract at the request of the data subject or to perform the contract to which the data subject is a party; fulfilling the legal obligation incumbent on the personal data administrator (e.g. resulting from tax or accounting regulations), pursuing or securing claims. The subject of the contract is to enable participation in the Conference and Expo organized by the data controller on 22-23/09/2021.
  - c) the basis for the processing of personal data is Art. 6 sec. 1 letter b) and letter c) GDPR - the indicated provisions allow the data controller to take action before concluding the contract at the request of the data subject or to perform the contract to which the data subject is a party; fulfillment of the legal obligation incumbent on the personal data administrator (e.g. resulting from tax or accounting regulations), pursuing or securing claims.
  - d) personal data will be transferred to other recipients, i.e. partners providing technical services, business partners, telecommunications entrepreneurs, companies providing hosting and consulting services, providers of internet platforms for the organization and provision of online services, document archiving companies, postal operators, carriers, companies printing correspondence or handling correspondence.
  - e) the period for which personal data will be stored: personal data processed in order to conclude or perform the contract and fulfill the legal obligation of the personal data administrator will be kept for the duration of the contract, and after its expiry for the period necessary to secure or pursue possible claims, fulfill the legal obligation of the administrator data (e.g. resulting from tax or accounting regulations).
  - f) the person whose data are processed has the right to request the administrator to access personal data concerning him, rectify them, delete or limit processing, the right to transfer data to another data administrator.
  - g) the person whose data are processed has the right to lodge a complaint with the Polish supervisory authority or supervisory authority of another European Union Member State competent for the place of habitual residence or work of the data subject or the place of an alleged violation of the GDPR.
  - h) providing personal data is voluntary, but necessary in order to take action before concluding the contract at the request of the data subject or to perform the contract to which the data subject is a party; fulfilling the legal obligation incumbent on the personal data administrator (e.g. resulting from tax or accounting regulations), pursuing or securing claims. If the data is not provided, the contract will not be concluded and participation in the conference will not be possible.
2. Independently the above provisions:
  - a) In the case of free participants - they consent to the transfer of their personal data to partners and sponsors of the event,

- b) In the case of paid participants - they may express a separate, optional consent to provide their data to sponsors and partners.

§10.

#### FINAL PROVISIONS

1. The Organizer provides the content of the Regulations before concluding the Agreement.
2. The Regulations may also be presented in a different way, at the individual request of the Participant, Buyer or a third party, if there is a problem with displaying or reading the Regulations. Please contact us for this.
3. The organizer reserves the right to make changes to the Regulations at any time.
4. Changes to the regulations are effective from the moment they are introduced.
5. The Organizer reserves the right to change the Conference and Expo program, as well as to cancel it in the event of random events beyond the control of the Organizer. In the event of cancellation of the event, information about this fact will be provided to the notified Participants, and the participation fees will be refunded by bank transfer.
6. In matters not covered by the Regulations, the relevant provisions of Polish law shall apply.
7. Any disputes between the Organizer will be settled first amicably, and then by the court competent for the Organizer's headquarter.