

TERMS AND CONDITIONS OF PARTICIPATION ("Regulations")
in 38th International Specialised Symposium on Yeasts (the Event),
organised/co-organised by
WHYNOTTRAVEL Załoga Nasternak Sp. K. with its registered office in Kielnarowa

GENERAL PROVISIONS

§1

GLOSSARY OF DEFINITIONS

For the purposes of these Regulations, the following meanings of the terms are established:

1. **Event** – an event of a scientific, training, social, educational, didactic, workshop and journalistic nature, organised as part of the WhyNotTravel Załoga Nasternak Sp. K. in Kielnarowa business activity independently or as a co-organiser on the basis of concluded contracts or agreements, regardless of its name, in which participation is provided only for a specific group of registered Participants.
2. **Participation in the event** – a paid or free of charge opportunity to participate in the scientific-training, didactic, workshop, educational, journalistic part etc.
3. **Participant of the event** – the person who made the registration, paid the fee¹ from the start of the Event, who also confirmed his/her presence at the registration point during the event.
4. **Conference package** – a package of benefits for an event participant.
5. **Agreement for participation in the event** – an agreement concluded with the Participant for participation in the event, use of the conference package, an integral part of which are these regulations.
6. **VIP Participant** – an event participant with VIP status on the basis of a special invitation from the Organiser.
7. **Limited access** – limited access to the exhibition space during the event. In particular, this applies to access to exhibition displays of pharmaceutical or medical-equipment companies.
8. **Organiser** – for the purposes of these regulations – WhyNotTravel Załoga Nasternak Sp. K. with its registered office in Kielnarowa, regardless of whether it is the independent organiser of the event or acts as a co-organiser on the basis of concluded contracts or agreements.
9. **Up-to-date information about the event** – the Organiser informs that all current data on the organised event are available on the website **www.issy38.com.pl**.
10. **Legal provisions** - provisions generally applicable in the territory of the Republic of Poland, including provisions of agreements, conventions and agreements of which it is a signatory

Rules for participation in the Event

§2

The conditions for participation in the Event (conclusion of the Participation Agreement) are:

- a) registration of participation in the Event,
- b) payment of the fee in the amount and time specified by the Organiser,
- c) confirmation of participation at the reception of the Event.

Training plan

§3

1. Participants of the Event are **Scientists**.
2. The aim of the Event is to educate and improve the qualifications of the Participants.
3. The subject of the training is:
“Yeasts”
4. As part of the Event, there will be scientific, didactic and educational sessions as well as an exhibition of companies.

Ways and conditions of registration

§4

1. A person interested in participating in the Event may register by:
 - a. registration in the Online Registration Service at the address**
www.issy38.com.pl
 - b. personal registration before the start of the Event.**
2. In order to register, the Participant must provide the mandatory data and approve these rules.
3. The Organiser shall not be liable for damages resulting from the provision of wrong or false data by the Participant. In particular, the Participant may not claim that he/she has not been duly notified of the Training changes, if the data provided in the registration form made it impossible to contact them.
4. The Organiser has the right to refuse to accept the registration sent by e-mail if the application is missing the necessary data mentioned in footnotes 3¹ and 4² or if they are illegible. The Organiser shall not be obliged to contact an applicant in order to complete his/her data.
5. The Organiser reserves the right to close the training registration at any time without providing any reason.

¹Please provide the name of the conference, name and surname of the participant, correspondence address, e-mail address, specialisation, telephone number, NPWZ * and full invoice details * *) if applicable

²As in footnote 2

Payment of participation fees

§5

1. The Organiser accepts payments from registered Participants in the form of:

- a) bank transfer,
- b) own payment in cash at the reception of the Event,
- c) payment with a bank payment card at the Event reception,
- d) on-line transfer, when such an option has been made available on the Organiser's website intended for registration of participation in the Event.

The Organiser reserves the right to change the availability of forms of accepting payments for participation in the Event depending on the individual Events.

2. The Participant of the Event is obliged to include in the transfer title data enabling his/her identification and the identification of the Event³.

3. The Organiser shall not be liable towards the entity that registers for the correct course of the registration, in particular for qualifying for participation in the Event, if the description of the transfer does not enable the identification of the Participant or the Event.

4. The Participant of the Event is obliged to have a proof of payment of the participation fee⁴ and, if in doubt, present it at the reception of the Event.

7. The Organiser shall be able to refuse a person showing the proof of the due fee paid, against whom there are objections specified in pt. 2 and 3, to enter the training.

6. In the case of paying the participation fee on site, before or during the Event, the Organiser does not guarantee the Participant a full conference package. The Participant acknowledges that he/she is not entitled to a rebate or discount on the participation fee.

7. After receiving the payment for participation in the Event, the Event Organiser will issue a receipt to a natural person not conducting business activity, immediately after the money is credited to the Organiser's account. The Organiser will issue a VAT invoice on the terms and in situations provided for in the legal regulations.

8. As part of the paid fee, the Participant is entitled to the conference package. Information about the scope of the conference package is available in the current information about the Event.

9. The Organiser reserves the right to change the scope of the conference package and to make changes to the Event plan.

10. In the case of the situation referred to in pt. 9. The Organiser contacts the Participants and may propose:

- a) a surcharge,

³The minimum data are: name, surname, correspondence address, name of the Event

⁴Applies to paid events

b) a discount on the participation fee.

The Participant may object to the proposed surcharge/discount within 2 working days by sending his/her stated position on the Organiser's proposal in an e-mail to the address kongresy@whynottravel.pl.

11. Unless the Participant objects to the surcharge/discount, it is deemed to be tantamount to acceptance of the new conditions of participation in the Event. If the Participant objects to the surcharge, the Organiser will return the funds received from the Participant in the nominal amounts paid under the name of the Participant to the bank account from which the payment was made, and if the Participant expressly indicates the will to receive the refund to another account, by transfer to the bank account number indicated by the Participant or by transfer by post to the indicated mailing address within 15 days from the date of the Event to which the Participant's payment was made, and the Participation Agreement will be terminated upon receipt by the Organiser of the objection.

12. If the benefit to the Participant is related to the sequence of payment for participation, the date on which the funds are credited to the Organiser's account is decisive. Payments received after the set date, despite having been posted earlier, are considered late payments.

Information materials, method of communication

§6

1. All printed materials, including posters, leaflets and e-mails regarding the Event, as well as other forms of contact are for information only – the information contained therein may be changed and does not constitute an offer within the meaning of the Civil Code.

2. The current commercial offer (including the price list) regarding the Event can be obtained only on the website www.issy38.com.pl.

Event changes

§7

1. The Organiser reserves the right to make changes to the Event. In particular, the changes may concern:

- a) the place of the Event,
- b) the duration,
- c) the conference package,
- d) the content plan of the Event, including speakers.

2. In the event of the circumstances specified in pt. 1 above, the Organiser will inform the registered Participants about it, subject to §4.

3. Notification of changes shall occur through:

- a) sending of the information by e-mail, or
- b) by SMS, or

- c) telephone notification to the addresses and telephone numbers provided by the Participant during registration,
 - d) posting relevant information on the Event website.
4. The Organiser does not cover the lost benefits or costs incurred by the Participant in connection with the changes described above.

Event cancellation

§ 8

1. The Organiser reserves the right to cancel the Event at any time without giving any reason.
2. In the event of the circumstances specified in pt. 1., the Organiser will inform the registered Participants about it.
3. Notification of changes shall occur through:
 - a) sending of the information by e-mail, or
 - b) by SMS, or
 - c) telephone notification to the addresses and telephone numbers provided by the Participant during registration,
 - d) posting relevant information on the Event website.
4. The Organiser does not cover the lost benefits or costs incurred by the Participant in connection with the cancellation of the Event.
5. The Organiser shall reimburse Participants for the participation fees paid within 30 days from the date of the decision to cancel the Event. The reimbursement shall be made in the nominal amounts of the fees paid by the Participant and to the bank account from which the payment was made.

Resignation from participation in the Event

§9

1. The Participant may resign from participation in the Event up to 14 days from the date of registration, but no later than 30 days before the start of the Event. The consumer (in accordance with the Act on Consumer Rights of 30 May, 2014 (Journal of Laws of 2014, item 827, as amended) or an entrepreneur running a sole proprietorship, when the contract concluded is not of a professional nature for him/her who concluded a distance contract, may withdraw from it within 14 calendar days without giving a reason and without incurring costs, except for the costs indicated below .
2. The Participant's resignation from participation in the Event must be made in writing or by e-mail to the following address: kongresy@whynottravel.pl. The dates are calculated according to the date of receipt of the statement by the Organiser.
3. The paid funds will be returned to the Participant to the bank account from which the payment was made to the Organiser, by bank transfer within 14 days from the date on which the Organiser received information about the resignation.

4. In the event of the Participant's resignation, if it did not result from the changes specified in §7, the Organiser shall charge a 20% handling fee, which it has the right to deduct from the funds contributed by the Participant.

5. If the Participant's resignation took place less than 30 days before the Event, the Organiser will not refund the fees paid, unless the resignation results from the change referred to in §7.

Organisational rules during the Event

§10

1. The following rules apply to the behaviour of Participants during the Event, including paid accompanying events not included in the conference package.

2. While participating in the Training, the Participant shall be obliged to:

a) follow the orders of the Organiser's staff,

b) follow the orders of the security services securing the Event,

c) comply with fire regulations in force at the place of the Event, accompanying events,

d) comply with the ban on bringing alcohol to the Event area,

e) smoke tobacco only in designated and appropriately marked places,

f) comply with the ban on participation in the Event while under the influence of intoxicants or drugs, behave in a way consistent with the principles of community life and not hamper other people's participation in the Training and accommodation,

h) comply with the total prohibition of recording the content of the conference in any form and by any means, unless it has received the appropriate written consent of the Organiser,

i) comply with the authors' copyrights,

j) have and wear an identifier in a visible place during the Event,

k) comply with all sanitary obligations imposed on Participants by law and in the Organiser's guidelines.

3. The Organiser reserves the right to remove from the Training the Participants who violate the rules of procedure specified in pt. 2.

4. The Participant removed from the Event according to pt. 3 shall lose his/her right to continue participation in the Training without any compensation, while the fee paid shall not be returned.

5. The Participants bear full financial responsibility for their damage and damage to property or persons, both in the facilities where any activities related to the Event are carried out, as well as in the places of accommodation.

6. Participants bear full payment for vehicles left in hotel car parks and parking spaces in front of the Event sites.

7. The Organiser shall not be liable for the Participants' objects that are lost, damaged, left or stolen during the Training.

8. The Organiser also reserves the right to:

- a) remove Participants without identifiers from the Event,
- b) separate an area with limited access for a specific group of Participants during the Event,
- c) not to hand out lost coupons entitling to social benefits as part of the conference package.

9. Every Participant must immediately notify the Organiser's personnel of situations that may pose a threat to other Participants' life or health.

10. The Participant present at the Event has the right to receive a certificate of participation. They are issued at the end of the Event or sent by e-mail. The Organiser has no obligation to send certificates by post after the Event.

11. In relation to the Participants, certificates of receiving educational points or other professional qualifications granted on the basis of separate regulations may be issued.

12. The Participant acknowledges that all rights to works created as part of the Event, in particular educational and information materials, are legally protected. The title, programme, concept of the Event, website, layout, logos, graphics, photos, audio and video files and presentations used in connection with the Event are also subject to legal protection, and the rights to them are vested in the Organiser or a third party. As such, they may not be used without the prior written consent of the authorised entity. Copying the materials made available for the purposes of the Event or recording the Event, as well as sharing such materials and recordings is illegal and is protected under the Act of 4 February, 1994. on copyright and related rights.

Discounts/Special offers

§11

1. The Organiser reserves the right to time-limited promotional campaigns for the Event.
2. Promotional campaigns may consist, in particular, in applying discounts, rebates, participation in additional events or payment for limited access to the Event, contests, etc.
3. Participants who have registered and paid the participation fee before the promotional campaign may not claim a refund of all or part of the participation fees due to the promotional campaign conducted by the Organiser.
4. If participation in the promotion is limited by the order of applications and payment of the participation fee, the date on which the funds are credited to the Organiser's account or the date the payment is accepted by the Organiser shall decide.
5. The Organiser may freely grant and define the Participants the VIP Member status.

Personal Data

§12

1. The Organiser is the administrator of personal data provided in the application form for participation in the Event regarding Participants and persons acting for the Participant. All correspondence related

to the protection of personal data should be sent to the Administrator's e-mail address: rodo@whynottravel.pl.

2. Personal data of participants and persons acting for the Participant of the Event shall be processed in accordance with the conditions 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 the repeal of Directive 95/46/EC (OJ L 119, 4.5.2016, p. 1-88, hereinafter: "GDPR"), in particular based on Article 6, paragraph 1, letter b of GDPR and Article 6, paragraph 1, let. f) GDPR, as well as in accordance with legal provisions and the Regulations. The Administrator does not sell the collected personal data of Event participants or persons acting on their behalf to other persons or institutions. Personal data provided to the Administrator are treated as confidential information and are used only for the purposes indicated in the Information Clause contained in the application form for participation in the Event and the Regulations.

3. On the basis of an appropriate agreement, the Organiser may entrust or disclose the personal data of the Participants and persons acting on behalf of the Participants to entities cooperating with the Organiser in organising the Event in order to fulfil the Organiser's obligation to ensure the Participant's participation in the Event on the terms described in these Regulations, as well as for settlement of Participation in the Event and establishing, investigating or defending claims related to participation in the Event. The data may be transferred or made available, in particular, to entities providing accommodation, online payment system providers, entities providing legal and accounting services for the Event, and entities responsible for sending promotional and advertising materials and publications related to the Event. The scope of the entrusted data will include the name, surname, PWZ number, place of employment, e-mail address and telephone number.

4. Personal data administered by the Organiser in connection with the Event shall be kept for as long as they are necessary to protect the rights and settle the obligations of the Organiser resulting from the organisation of the Event, but not longer than for a period of 6 years from the date of the end of the Event.

5. The subject of personal data has:

- on the basis of Article 15 GDPR, the right to access data concerning him/her;
- on the basis of Article 16 GDPR, the right to rectify data concerning him/her;
- on the basis of Article 18 GDPR, the right to restriction of processing, except for cases referred to in Article 18, paragraph 2 GDPR;
- the right to transfer personal data as referred to in Article 20 GDPR;
- the right to file a complaint to the President of the Office for Personal Data Protection, if you decide that the processing of personal data relating to you violates the provisions of the GDPR.

6. The Participant or himself/herself acting for the Participant is also entitled, in connection with Article 17, paragraph 3, let. b), d), or e) of GDPR, the right to erasure. The subject of these rights acknowledges that the request to delete data submitted to the Organiser before the performance of the Agreement, due to their necessity for the performance of the Participation Agreement, will be treated as resignation from participation in the Event, as described in §9 of the Regulations.

7. The right of the Participant or himself/herself acting on behalf of the Participant to object to the processing of personal data pursuant to Article 21 GDPR applies only to data the processing of which

is based on Article 6, paragraph 1, let. f) GDPR, when the basis for data processing is Article 6, paragraph 1, let. b) (processing is necessary for the performance of a contract to which the data subject is party, or to take steps at the request of the data subject prior to entering into a contract); possible objection before the performance of the Agreement shall be treated as resignation from participation in the Event, as described in §9 of the Regulations.

Final provisions

§13

1. Any disputes that may arise from the Training participation shall be resolved by the court competent for the Organiser's registered office.
2. In any matters not governed herein, the provisions of the Civil Code shall apply.
4. Events organised on the basis of these regulations are closed and do not constitute mass events within the meaning of the Act of 23 March, 2009 on the safety of mass events (Journal of Laws of 2009, No. 62, item 504), unless it results clearly from the commercial offer and is confirmed in writing in the offer.
5. Any correspondence with the Participant under the implementation of this agreement will be conducted to the address/contact details provided in the registration application.
6. The Participant shall be obliged to update his/her telephone and address data on an ongoing basis, under pain of the loss of claim.
7. The Organiser shall not be liable for the impossibility of delivering correspondence to the Participant due to the wrong/incomplete telephone and address data.
8. It is presumed that the letter sent to the last known to the Organiser address of the Participant is effectively delivered after 14 days from the date of posting.
9. Failure to observe the form of correspondence by the Participant shall result in its invalidity in relation to the Organiser.

Warsaw, 20.02.2024