

REGULATIONS OF THE 7th OPEN EYES ECONOMY SUMMIT CONGRESS 2022

These Regulations define the conditions of participation in the Open Eyes Economy Summit Congress on 22-23 November 2022, held in a hybrid format (online on the Streaming Platform <https://live.oees.pl/> and on-site at the ICE Krakow Congress Centre).

I. Definitions

For the purposes of these Regulations, the following terms shall have the following meanings:

1. **Agenda** - the Congress programme is available on the Website and consists of a list of speakers and the titles of their speeches. The Agenda is indicative and may change even during Congress.
2. **Congress** - international economy of social values summit called Open Eyes Economy Summit, organised by the Foundation of Public Economy and Administration (GAP Foundation), held once a year. The currently organised seventh edition, to which these Regulations apply, takes place from 22-23-November 2022. The Congress shall be held in two forms: online and on-site.
3. **Consumer** - a natural person, making with an entrepreneur a legal transaction that is not directly connected to the person's commercial or professional activity.
4. **Venue** - ICE Krakow Congress Centre (ul. Marii Konopnickiej 17, 30-302 Kraków), where the Congress takes place on-site.
5. **Organiser** - Foundation of Public Economy and Administration (with headquarters in Kraków, ul. I. J. Skorupki 22, 31-519 Kraków, NIP: 676-22-93-050, REGON: 120037591, KRS 0000232184, tel: +48 534881236, e-mail: biuro@oees.pl).
6. **Streaming Platform** - a dedicated interactive tool through which the Congress takes place online, available at: <https://live.oees.pl/>
7. **Privacy Policy** - a document containing information on the processing of Participants' personal data, constituting an integral part of the Regulations, available on the Website.
8. **Prosumer** - a natural person who concludes an agreement directly related to their business activity, if it follows from the content of that agreement that it is not of a professional nature for that person, which results in particular from the person's business activity available on the basis of the Central Register and Information on Economic Activity (CEIDG) provisions.
9. **Regulations** - these rules that set out the principles for Congress participation.
10. **Terms and conditions of the Website** - regulations specifying the principles of using the Website and providing services electronically by the Organiser through the Website.
11. **Website** - the Website is to be understood as:
 - a. Streaming Platform available at <https://live.oees.pl/>
 - b. Registration system available at <https://live.oees.pl/bilety2022>
12. **Registration system** - a system enabling the Participant to register for the Congress, available at <https://live.oees.pl/bilety2022>
13. **Participant** - a natural adult person entitled to participate in the Congress.

II. General provisions

1. These Regulations ("Regulations") set out the conditions of Congress participation and the Participant's specific rights and obligations.
2. Acceptance of the Regulations is a requirement for registration and thus the Congress participation and the Website's use.
3. Participants are obliged to comply with the provisions of the Regulations.
4. In matters related to the Website's use or Congress participation, the Organiser can be contacted by e-mail at rejestracja@oees.pl or telephone at +48 534881236.

III. Registration

1. The registration process for Congress Participants is exclusively possible from 8 June 2022 to 23 November 2022 through the registration form available in the Registration system.
2. Participation in the Congress as a Participant is chargeable. The cost of participation is indicated in the price list available on the Website.
3. The cost indicated in the price list refers to the participation of one person in the Congress.
4. The Organiser reserves the right to terminate the sale of tickets before the start of the Congress or the date specified in section III, point 1 of the Regulations.
5. Participation in the Congress takes the following forms:
 - a. online - attending the Congress via the Streaming Platform,
 - b. on-site with online access - participation in the Congress both on-site at the Venue and online on the Streaming Platform.
6. The Organiser distinguishes the following types of tickets:
 - a. an online Congress ticket - entitles one to participate online in all the speeches included in the Agenda and unlimited access to the Streaming Platform,
 - b. an on-site Congress ticket with online access - entitles one to enter the Venue during the Congress, attend all the speeches included in the Agenda and have access to partner stands, exhibitions, etc., receive a welcome pack of the Congress materials, use the catering available in the Venue, and have unlimited access to the Streaming Platform.
7. Application for Congress participation is made by completing and sending the registration form available in the Registration System.
8. The Organiser distinguishes the following categories of Participants registering for the Congress:
 - a. participant - a natural person entitled to participate in the Congress,
 - b. media - a natural person, a representative of the editorial staff of national or local or industry media,
 - c. volunteer - a natural person who voluntarily and knowingly performs services for the Organiser without remuneration,
 - d. student - a natural adult person under 26 years of age, pursuing higher education and holding a valid student or PhD card.
9. Students are entitled to attend the Congress free of charge, provided they hold and show a valid student ID card during the registration process.
10. Media are entitled to attend the Congress free of charge on an accreditation basis.

11. To purchase group tickets, the Participant may contact the Organiser by e-mail at rejestracja@oees.pl or by phone at +48 534881236.
12. In the registration form, the Participant gives the following data: first name, surname, e-mail address (a ticket and other information regarding the Congress organisation will be sent to this address), telephone number, position, and name of the institution. In addition, if an invoice is selected for an institution, the Participant shall provide the following invoice data: name of institution, street, building number, premises number, postal code, city, NIP (VAT identification number) - company name and NIP shall be provided to obtain an invoice when the application is made on behalf of a company (legal person, organisational unit without legal personality but with legal capacity, natural person conducting economic activity).
13. In the registration form, the Participant can use a discount code (if the Participant has received one). If the Participant does not provide the code number during the registration process, despite having one, the right to obtain the discount is lost, and the registration is subject to the payment conditions indicated in the price list.
14. Before sending the registration form, Participants are obliged to familiarise themselves with the content of these Regulations and the Regulations of the Website. By approving and sending the completed registration form to the Organiser, the Participant makes an offer to the Organiser to conclude a contract for participation in the Congress. The Regulations provide for the following payment methods:
 - a. online payment: PayU (instant payment, BLIK, bank card),
 - b. traditional payment: transfer to the Organiser's bank account - ING Bank Śląski S.A. PL91 1050 1445 1000 0090 8000 6902 (IBAN) (SWIFT: INGBPLPW).
15. Payment for Congress participation shall be made in Polish currency (PLN). It is also possible to pay for Congress participation in a different currency. For this purpose, please contact the Organiser via the e-mail address at rejestracja@oees.pl or by phone at: +48 534881236.
16. In the case of choosing online payment, together with making the payment, the Participant authorises the Organiser to issue an electronic VAT invoice without the recipient's signature and send it only to the e-mail address indicated in the registration form.
17. In the case of choosing traditional payment, the Organiser will send a pro forma invoice to the Participant's e-mail address within 7 days from registration. Payment for participation in the Congress should be made within 3 days of receiving the pro forma invoice to the bank account indicated on the pro forma invoice issued by the Organiser.
18. As soon as the Organiser verifies the payment, the Participant will receive a confirmation of the registration to the e-mail address provided in the registration form, a VAT invoice, and a personalised ticket entitling them to participate in the Congress depending on the chosen form of participation. When the Participant receives this e-mail, a contract for Congress participation is concluded between the Organiser and the Participant, or the legal entity represented by the Participant.
19. The payer (recipient of the invoice) is the entity indicated by the Participant in the registration form.
20. The Participant is obliged to indicate the payer of the invoice (invoice recipient) to whom the document will be issued. The Participant may change the payer within 7 days of the invoice date. Information requesting a payer change should be submitted by e-mail to finanse@fundacjagap.pl. The information must indicate the invoice number, the existing payer designation, the name of the new payer, and the name of the Congress Participant.

21. In justified cases and upon written request of the payer, it is possible to issue a paper invoice within 30 days of the payment.
22. The Organiser allows changes to be made to the list of participants. Information on a change of Participant should be reported to the Organiser no less than 5 days before the start of the Congress. A change of Participant requires a new registration form to be completed. The Participant must communicate the changes to the e-mail address at rejestracja@oees.pl and indicate information about the persons affected by the change.

IV. Terms and conditions for Congress online participation

1. A participant entitled to participate in the Congress online shall register via the Registration System. After registration, the Participant receives a ticket to the Congress at the e-mail address indicated in the registration form and access to the event is automatically granted.
2. The use of the Streaming Platform may only take place according to the terms and scope indicated in these Regulations and the Regulations of the Website.
3. Minimum technical requirements to use the Streaming Platform:
 - a. a device with Internet access,
 - b. access to e-mail,
 - c. the latest version of the browser with Cookies and JavaScript enabled,
 - d. software to read PDF files,
 - e. data transmission service, active and correctly configured on the Participant's device, made available by the telecommunication operator or a launched wireless connection.
4. While the Congress is carried out on the Streaming Platform, it is absolutely and strictly forbidden to photograph, record or capture in any form or by any means the content displayed and transmitted.

V. Terms and conditions for Congress on-site participation

1. A participant entitled to participate in the Congress on-site who registered via the Website will receive a Congress ticket to the e-mail address indicated in the registration form, which must be kept and presented at the Venue's reception desk. Possession of a ticket is a condition of admission to the Congress Venue.
2. If, by virtue of legal regulations, restrictions are imposed on the organisation of conferences and congresses, which prohibit the presence of Congress Participants at the Venue, the Organiser reserves the right to organise the Congress online and cancel on-site Congress tickets in this respect. In such a case, the ticket entitling the Participant to participate on-site will be changed to a ticket allowing the Participant to participate exclusively online. The price difference will be refunded to the Participant within 30 days from the decision to change the Congress formula. The Participant whose ticket has been altered shall have the right to withdraw from the contract under the terms and conditions in section VIII, point 2.
3. If restrictions on the organisation of conferences and congresses are imposed by law, the Organiser reserves the right to require the presentation of a current vaccination certificate against SARS-CoV-2 or a negative test result during the registration at the ICE Krakow Congress Centre.
4. If legal regulations impose restrictions on the organisation of conferences and congresses, which reduce the possible number of Congress participants at the Venue, the Organiser will

inform the last registered participants of the potential change of participation from on-site to online. The number of people participating on-site will depend on current government guidelines. In the case of changing the form of participation from on-site to online, the order of registration will be decisive. If the status of the participant's change from on-site to online takes place based on the Organiser's unilateral decision, the Organiser will return to the Participant the participation fee paid. Apart from the reimbursement of the fee referred to in the preceding sentence, the Participant shall not be entitled to any claims against the Organiser (e.g., reimbursement of costs incurred in connection with transport or accommodation).

5. The Organiser does not cover transport and accommodation costs for Congress Participants.
6. There is a total and absolute ban on photographing, recording, or capturing the content displayed during Congress in any form or device.

VI. Regulations of the Website use

1. Use of the Website and all its functions requires Internet access and a standard web browser.
2. To ensure the security of data transmission through the Website, the Organiser applies technical and organisational measures appropriate to the degree of risk associated with the Website's use.
3. The Participant is obliged to comply with the rules of the Website, in particular:
 - a) not to provide content that causes dysfunction or overload of the Website or the systems used by entities directly or indirectly involved in the provision of electronic services,
 - b) not to provide content that may violate the personal interests of third parties, copyrights, intellectual property rights, trade secrets, or that may in any other way violate the applicable legal order or good morals,
 - c) not to transmit content containing computer viruses or other malicious software such as "worms", "trojan horses", "keyloggers", or other,
 - d) not to share content causing the sending of unsolicited commercial communications (SPAM) or other content not permitted by law, as well as any other unlawful content.

VII. Complaints

1. The Participant may submit any complaints to the following e-mail address rejestracja@oees.pl or in writing to the Organiser's registered address.
2. A complaint about the conduct of the Congress may be submitted within 14 days of its end. The date of lodging a complaint shall be the date on which the Organiser receives the complaint. This term does not apply to Consumer and Prosumer Participants. Complaints submitted after the deadline specified in the paragraph above will not be considered.
3. The Organiser undertakes to examine the complaint immediately, no later than within 30 days of its submission. Complaints by the Consumer or Prosumer Participant on the grounds of warranty will be dealt with within 14 days of receipt.

VIII. Withdrawal from the contract

1. A Participant who is a Consumer or Prosumer may withdraw from the contract of Congress participation without giving any reason and without incurring costs.

2. Withdrawal from the contract may be made within 14 days from the day of its conclusion under section III, point 18, by sending a statement of withdrawal electronically or by registered mail to the Organiser's address. In this respect, the Participant may use the template "Statement of withdrawal from the contract" attached to these Regulations.
3. The Organiser shall immediately, but no later than within 14 days from the date of receipt of the statement of withdrawal, return to the Participant referred to in point 1 above all payments made.
4. In the event of Congress participation, the Participant referred to in point 1 above loses the right of withdrawal.
5. For rights not regulated in these Regulations, the provisions of the Consumer Rights Act of 30 May 2014 shall apply to the exercise of the right of withdrawal (i.e. Dz.U. [Journal of Laws] 2020, item 287).

IX. Cancellation of participation

1. Under the conditions set out in these Regulations, the Participant may resign from the Congress participation notwithstanding the right of withdrawal from the contract.
2. The Participant who has paid for the participation in the Congress is entitled to resign from the Congress participation by the deadline of 31.10.2022 by sending a written statement of resignation to the Organiser in the form of a registered letter to the Organiser's address or electronically to the e-mail address rejestracja@oees.pl.
3. In the case of cancellation of participation in the Congress, the Organiser shall return to the Participant all or a specified part of the amount paid to the bank account from which the payment was made. The amount paid will be refunded within 30 days based on a corrective invoice accepted by the Participant.
4. In the case of the Participant's resignation from the Congress, the paid amount shall be returned under the following conditions (the date of receipt of the resignation referred to in point 6.1. of these Regulations shall be decisive):
 - a) resignation submitted by 1.10.2022 - the return of the total fee to the bank account from which payment was made,
 - b) resignation by 31.10.2022 - the return of 50 % of the fee to the bank account from which payment was made,
 - c) resignation submitted after 31.10.2022 - the Participant is not entitled to the fee refund.
5. Failure to pay for Congress participation does not mean resignation from participation, and the Participant or persons registered retain the right to participate in the Congress. However, the Organiser has the right to enforce the payment in the event of failure to withdraw from the contract or resignation under the conditions specified in the Regulations.
6. In the case of a resignation submitted after the deadline, the Organiser has the right to retain the fee paid for Congress participation.

X. Regulations concerning on-site participation in the Congress

1. Access to the Venue where the programme events of the Congress take place is granted exclusively to **Accredited on-site Congress Participants**.
2. Participants become Accredited on-site Congress Participants after confirming their accreditation at the Congress reception desk and collecting their ID badges.

3. Participants are obliged to wear their Congress badges conspicuously (or are obliged to show them each time when asked by the Organiser) throughout the whole duration of the Congress. Lack of an ID badge entitles the Organiser to request the Participant to leave the Venue. Participants may not transfer their Congress ID badges to other persons, and the Congress ticket is personal to the Participant. Each Participant should have a paper or electronic ticket with them when entering the Congress Venue to present it to the Organiser.
4. Persons who have lost or otherwise misplaced their badges may obtain a duplicate badge following the instructions provided by the Organiser.
5. An Accredited on-site Congress Participant is obliged to observe the Venue's OHS and fire safety rules in force. The document containing the aforementioned rules and regulations is available on the Venue's website.
6. Congress Participants are obliged to behave in a manner that does not endanger other Participants' safety, observe the law and the Regulations, and comply immediately with the instructions of the security services. It is forbidden to block exits and escape routes and other devices necessary in case of rescue or fire-fighting operations during the Congress.
7. The Organiser shall not be liable for any damage caused to the Participant due to force majeure.
8. Congress Participants are obliged to respect other participants' rights and personal dignity. Accordingly, it is strictly forbidden to harass other Participants. Harassment is defined as offensive verbal comments about gender, gender identity, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, deliberate intimidation, stalking, inappropriate physical contact and unwanted sexual attention. Furthermore, during Congress, it is forbidden to use words and symbols commonly regarded as forbidden, including vulgarisms or expressions that may offend religious or worldview feelings or that may indicate discrimination.
9. It is forbidden to damage signs and information boards, advertising media, devices, and equipment in the Congress Venue. Participants are obliged to use the sanitary facilities only for their intended purpose.
10. The Organiser does not take responsibility for stolen, lost or damaged items left in the cloakroom or throughout the Venue during the Congress.
11. The Organiser is not responsible for statements and presentations made during the programme events of the Congress.

XI. Regulations concerning online Congress participation

1. Access to the Congress online, in which the programme events of the Congress take place, is only available to **Accredited online Congress Participants**.
2. Participants become Accredited online Congress Participants after confirming their accreditation in the Streaming Platform by logging in with their names and e-mail addresses.
3. An Accredited online Congress Participant is obliged to observe the security rules and regulations of the Streaming Platform.
4. The Organiser shall not be liable for any damage caused to the Participant due to force majeure.
5. Participants at Congress are obliged to respect other participants' rights and personal dignity. Accordingly, participants are strictly prohibited from harassing other Participants. Harassment is defined as offensive verbal comments about gender, gender identity, age, sexual

orientation, disability, physical appearance, body size, race, ethnicity, religion, deliberate intimidation, stalking, and unwanted sexual attention. Furthermore, during the Congress, it is forbidden to use words and symbols commonly regarded as forbidden, including vulgarisms or expressions that may offend religious or worldview feelings or that may indicate discrimination.

6. The Organiser is not responsible for statements and presentations made during the programme events of the Congress.

XII. Final provisions

1. The Regulations are available on the website: www.kongres.oees.pl and in the Registration System.
2. If these Regulations do not state otherwise, the contact between the Organiser and the Participant who sent the Participant registration form to the Organiser will be conducted electronically, from the Participant's side using the e-mail address provided during registration, and from the Organiser's side using the address biuro@oees.pl or another address in the domain kongres.oees.pl or fundacjagap.pl.
3. The agreement concluded between the Participant and the Organiser concerning the services provided under the terms of these Regulations shall be governed by Polish law.
4. All rights to the name of the Website, its graphic and functional concept, as well as rights to all text and visual elements used in the Website, except for elements originating from third parties (in particular logos of partners, media partners, sponsors, partner conferences/congresses, etc.), belong to the Organiser and may be used only based on consent (licence) granted by the Organiser.
5. In case of doubt as to the interpretation, the Polish text of the Regulations shall prevail.
6. The Organiser has the exclusive right to a binding interpretation of the Regulations.
7. The Organiser may make changes to the Regulations.