

Regulations

for Participants of the COMMON FUTURE Congress for Reconstruction of Ukraine on 7-8 October 2024.

§ 1. General provisions

1. The rules and regulations apply to participants of the event titled. “**COMMON FUTURE Congress for Reconstruction of Ukraine**”, hereinafter referred to as the **Congress**, organized by the company under the name of **Międzynarodowe Targi Poznańskie** sp. z o.o. with its registered office in Poznań, ul. Głogowska 14, 60-734 Poznań, entered in the register of entrepreneurs of the National Court Register under KRS no. 0000202703, registration files kept by the District Court for Poznań-Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register, with the share capital of PLN 419,256,000.00 and the register of active VAT taxpayers – NIP 7770000488, hereinafter referred to as **MTP** or the **Organizer**.
2. The Congress will be held on 7-8 October 2024 at the MTP Poznań Expo. The official Congress website can be found at: www.common-future.pl.
3. The Congress will feature an exhibition, the participation of which is subject to separate contracts.
4. The Organizer reserves the right to cancel, shorten or postpone the date or change the venue of the Congress, as well as make changes to the Congress program, and undertakes to inform about it at www.common-future.pl. If the changes occur after the application for participation, the Organizer will also provide information electronically – with due notice – by sending an e-mail to the address indicated in the application. The procedure for cancellation and refund of the paid fee is provided for in § 4 of the Regulations.
5. The terms used in the Regulations have the following meanings:
 - a) **Consumer** – a Participant who has registered for participation in the Congress for a purpose not directly related to his/her business or professional activity;
 - b) **Materials** – textual or graphic materials related to the Congress provided to the Participant. All provisions of the Regulations relating to the Materials are to be referred to the Materials both in whole and in any part;
 - c) **PayU** – an electronic payment system with fast pay-by-link payments, offered by PayU S.A., based in Poznań (60-166) at ul. Grunwaldzka 186, KRS no: 0000274399;
 - d) **Sole Proprietor** – a Participant who is a natural person that enters into the Agreement directly related to his/her business activity, where the content of this Agreement indicates that it is not of a professional nature for that person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity (CEiDG);
 - e) **Participant** – a natural person who has registered/applied for participation and paid the applicable fee for physical participation in the Congress;
 - f) **Agreement** – the legal relationship that arises between the Organizer and the Participant as described in § 2 of the Regulations. The subject matter of the Agreement is the sale of the right to participate in the Congress;
 - g) **Service** – a service provided by the Organizer pursuant to the Regulations, i.e. the service of selling to the Participant the right to participate in the Congress, and possibly the service of providing access to the Materials;
 - h) **Congress** – the COMMON FUTURE Congress for Reconstruction of Ukraine; an event organized by the Organizer with the purpose of spreading knowledge and exchanging experiences of Participants, taking place on 7-8 October 2024 on the premises of the MTP Poznań Expo;
 - i) **ExpoSupport Registration System** – an online event registration system designed for persons participating in the Congress physically;
 - j) **Venue** – MTP Poznań Expo.

§ 2. Participation in the Congress

1. Only a person who has registered/applied for participation and paid the appropriate fee in accordance with the Regulations may be a Congress Participant.
2. The condition for participation in the Congress is:
 - a) submitting an online application through the registration system available at www.common-future.pl by 6 October 2024, and
 - b) payment of the relevant fee within 7 days from the date of application, but no later than 20 September 2023.

The Organizer reserves the possibility of early termination of registration in the event that the limit of places at the Congress has been exceeded.

3. Proper online registration includes acceptance of the Regulations and providing the following details of the applicant: name and surname, e-mail address, phone number (optional), and for businesses: company name, position, company address – street, premises number, city/town, country, tax identification number (NIP), e-mail address.
4. Payment of the fee is made through PayU service or by bank transfer together with the application for participation through the ExpoSupport Registration System.
5. **Failure to pay the full fee for participation in the Congress by the date indicated in paragraph 2 shall result in the Organizer refusing the application. In case of doubt, especially in case of exhaustion of the limit of places at the Congress, the order will be determined by the time of sending the application.**
6. The amount of the fee for attending the Congress is specified at www.common-future.pl.
7. The Congress Participant covers the cost of travel, stay and accommodation on his/her own.
8. By accepting the Regulations and participating in the Congress, the Participant authorizes the Organizer to use, record, process, reproduce, distribute free of charge the image recorded in the form of a photograph or video recording and grants the Organizer a non-exclusive license, without any limitations concerning territory or time, to use the image recorded in connection with participation in the Congress for information, promotional, advertising purposes related to the Congress or the Organizer's activities in the following fields of use:
 - a) recording and reproduction using any known technique and dissemination in any form,
 - b) saving in computer memory and multimedia network,
 - c) reproduction of the recording of the captured image,
 - d) public exhibition, display, screening, broadcasting and re-broadcasting, as well as making it available to the public in such a way that anyone can access it at the place and time of their choosing, in particular on social networks managed by the Organizer, e.g. Facebook,
 - e) posting and publishing in the press, on websites, posters, billboards, social networks,
 - f) broadcasting in television and radio programs.
9. When registering an application for participation, the Participant may grant separate consents for the processing of personal data for purposes other than those mentioned above (e.g. marketing related to the organization of other events by the Organizer).
10. The Organizer shall not be liable for any damage incurred by Participants as a result of non-compliance with instructions issued by the Organizer's staff in situations in which the safety of persons and property is at risk, e.g. in connection with ordering the Venue to be evacuated.
11. The exclusion of the Organizer's liability for the above reasons is not affected by the security measures taken at the Venue (technical security, security services, monitoring).

§ 3. Complaints

1. The Organizer shall provide the Services free of defects.
2. The Organizer does not issue a guarantee on the Services.
3. Neither the Organizer nor the Participant shall be liable to each other for non-performance or improper performance of any obligations under the Regulations to the extent caused by the occurrence of Force Majeure.

4. In connection with the provision of the Services, the Organizer shall be liable under the general rules of the Civil Code.
5. Nothing in the Regulations shall limit the rights of a Consumer or Sole Proprietor under applicable law.
6. Congress Participants have the right to submit a complain in the event of a significant inconsistency of the Congress with its program where its changes have not been made available in advance in accordance with § 1(4) of the Regulations.
7. The entity responsible for handling complaints is the Organizer.
8. The complaint should contain details that allow the identification of the complainant, the subject of the complaint and the demands related to the complaint. In the content of the complaint, the Participant should include: his/her identification details, i.e. name and surname, company name (in cases where the Participant acts in business capacity), contact information: e-mail address and phone number, and a description of the reason for the complaint.
9. If an incomplete complaint is submitted, the Organizer will request the Participant to complete it, otherwise the complaint will not be handled.
10. The Organizer shall handle the complaint immediately, but no later than 30 days from the date of submission of the complete complaint to info@grupamtp.pl. The expiry of the aforementioned period does not invalidate claims and does not affect the Participant's right to assert any claims through judicial or extrajudicial proceedings.
11. Information about the handling of the complaint will be provided to the Participant to the e-mail address or in any other way indicated by the Participant.
12. If the complaint is accepted, the User shall receive a refund of the paid fee.
13. If the Organizer does not accept the Participant's complaint, the Participant may use judicial and extrajudicial means of redress – for more information on extrajudicial means of redress, see § 8 of the Regulations.

§ 4. Cancellation of participation, refunds and withdrawal from the agreement

1. Participant may cancel his/her participation in the Congress no less than 14 days prior to the commencement of the Congress under the terms and conditions set forth below. MTP will refund the participation fee paid (via PayU or bank transfer), only on the basis of the request of the interested party sent by mail or electronic mail (e-mail) to info@grupamtp.pl on 22 September 2024 at the latest. The request must include the number of the bank account to which the fee is to be refunded.
2. Participant may resign from his/her participation in the Congress after the date indicated in paragraph 1 above in the event of a significant change in the Congress program, a significant shortening or postponement of the date, or a change of the Congress venue after the date indicated in paragraph 1. In such cases, the request shall be submitted by 6 October 2024, and refund is possible only in case of non-participation in the Congress. The e-mail must include the number of the bank account to which the fee is to be refunded.
3. MTP will refund the amount due by a transfer to the bank account provided in the e-mail by the interested party no later than 14 days from the date of receipt of the e-mail by MTP.
4. In connection with possible changes to the Regulations, as further referred to in § 9, the Participant shall have the right to resign from participation in the Congress, subject to the refund of the participation fee, if such fee has been paid to the Organizer. The provisions of paragraph 2 shall apply accordingly.
5. In the event of non-participation for reasons attributable to the Participant, it is not possible to exchange it for the right to participate in the Congress applicable on another day, and the Organizer shall not refund the fee paid.
6. In particularly justified cases, as a result of factors beyond the control of the Organizer, i.e. in the event of cancellation of the person who is to deliver a lecture (i.e. a person who is supposed to actively participate in the Congress), e.g. due to illness or personal situation, the Organizer may cancel the Congress, change its date or change the program. If the Congress is cancelled, the Organizer shall notify the Participant of this fact and refund to the Participant the fees paid by the Participant within 14 days from the date of

cancellation of the Congress. In the event of changes to the date or program of the Congress, the Organizer shall notify the Participant of this fact, and the Participant shall have the right to resign from his/her participation in the Congress and to get back the fees paid. If the Participant intends to exercise the right referred to in the previous sentence, the Participant shall inform the Organizer via e-mail or post within 14 days from the date of receipt of the notification of the change in the date or program of the Congress.

7. The refund of the amount due shall be made to the bank account number from which payment for the Service was made, unless the Participant expressly indicates a different account number to which the refund shall be made.

§ 5. Safety and security

1. Participants are allowed at the Venue only on the dates and at the times indicated at www.common-future.pl.
2. The Venue, booths or other displays, as well as passageways and entrance doors, may be closed for a short period of time or with limited access, limited to the number of people who are allowed to stay in a designated area at a given time, for organizational or security reasons and will be inaccessible to Participants during that time.
3. It is forbidden for Participants to record (photograph, film, or record sound) any point of the Congress program by any audio-visual means, unless the Participant has been granted the appropriate permission from the Organizer. If the above activities cause disruption to the organization and execution of the Congress, the Organizer may order the Participants to stop them.
4. It is forbidden for the Participants to carry out any commercial, canvassing, advertising, promotional, campaign-related and/or fundraising activities which were not agreed upon with the Organizer, or activities that are not in compliance with applicable laws.
5. The following bans shall apply at the Venue:
 - a) bringing in and using weapons, ammunition and pyrotechnics and harmful chemicals, including open fire, posing a fire hazard, damage to property and posing a danger to the health and life of persons;
 - b) bringing in and consuming alcohol, distributing and taking intoxicants;
 - c) disrupting public order (e.g. through loud, aggressive behavior);
 - d) bringing in animals, bicycles, etc.;
6. It is prohibited to leave unattended any items, including luggage or other property.
7. The items and substances specified in paragraph 6(a), as well as any items left unattended at the Venue may, for safety or security reasons, be removed or destroyed by the Organizer or specialized services at the expense of the person leaving such items/substances, unless the person they belonged to cannot be identified. Should it be necessary to evacuate the pavilions or the expo area, the cost of this evacuation will be charged to the people who left the items.
8. Participants are required to:
 - a) respect the signs of traffic routes and zones separated from traffic subject to fire protection;
 - b) comply with the traffic regulations that apply in the traffic zone of the Venue;
 - c) follow security instructions issued by designated services for organizational and security reasons (the need to secure property and ensure the safety of people at the Venue), such as those concerning the evacuation of the pavilions;
 - d) follow the instructions of Fire Department officials or other state services during evacuation, rescue operations or control and investigation activities.

§ 6. Processing of personal data

1. The Controller of personal data processed in connection with the organization of the Congress is Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań, ul. Głogowska 14, 60-734 Poznań, entered into the register of entrepreneurs of the National Court Register – District Court for Poznań-Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register under KRS number 0000202703, being an active VAT payer with NIP no. 777-00-00-488, share capital of PLN

419 256 000,00.

2. Participants' personal data will be used in accordance with the terms and conditions laid down in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ L 119, 4.5.2016, p. 1-88, GDPR), the Personal Data Protection Act of 10 May 2018 (consolidated text: Journal of Laws of 2019, item 1781, as amended, UODO), Polish regulations adopted to enforce GDPR, other applicable laws and, these Regulations.
3. The Controller has designated a point of contact in the form of a data protection officer appointed by MTP, who can be contacted through the following e-mail address: iod@grupamtp.pl.
4. The Personal Data Controller does not transfer data to a third country/international organization. The Participants' personal data will not be subject to automated processing, including profiling.
5. In order to promote the Congress and/or the activities of the Organizer, the personal data of the Participants (concerning their image) may be transferred to the controllers of social networks, e.g. Facebook, Youtube, Twitter or LinkedIn. The controllers of these social networks are data controllers which are independent of the Organizer.
6. Provision of personal data is voluntary, but failure to do so will make it impossible to enter into the Agreement and participate in the Congress. Personal data provided in the application for participation/online registration will be processed for the purpose and to the extent related to the organization of the Congress. The basis for the processing of personal data is Article 6(1)(b) GDPR – the performance of a contract (acceptance of the Regulations and application for participation in the Congress, as well as acceptance by the Organizer of the application and participation fee are equivalent to the conclusion of a contract). The Controller may also process Participants' personal data for the purpose of establishment, defense or exercise of claims arising in connection with the Congress, as well as for the promotion of the Congress, which constitutes its legitimate interest (Article 6(1)(f) GDPR). In this case, personal data will be kept for the statutory period of limitation for claims or criminal acts.
7. The Participant may grant voluntary consents, e.g. to receive commercial information by e-mail or direct telephone marketing. In this case, personal data will be processed to the extent necessary to fulfil the purpose(s) for which the consent was granted, until the Participant withdraws such consent. The basis for the processing of personal data is Article 6(1)(a) GDPR – voluntary, unambiguous, informed and specific consent of the data subject. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.
8. Participants have the rights to: a) access their data, b) rectify their data, c) withdraw their consent to data processing. Participants, within the boundaries of the law, also have the right to object to the processing of their personal data in case the Organizer processes it for the purpose of its legitimate interest. Exercise of the rights referred to above can be effected by indicating the Participant's requests in writing sent to the Controller's address.
9. Participants also have the right to file a complaint with the President of the Office for Personal Data Protection (UODO) about the processing of their data by the MTP Controller.

§ 7. Copyright

1. The Organizer grants to the Participant upon delivery of the Materials to the Participant, as part of the fee, a non-exclusive license to use the Materials, without the right to grant sublicenses. The license may be terminated with 1 month's notice. The minimum duration of the license is 1 month.
2. Participants are entitled to use the Materials exclusively for information purposes and only to the extent necessary to use them for their intended purpose, in the following fields of use:
 - a) in terms of recording and reproduction of the Materials – the production of copies of the Materials by any technique, including printing, reprography, magnetic recording and digital technique;
 - b) saving the Materials in computer memory or another device, displaying them on the screen of a computer or another device.

3. Participants are not entitled to distribute the Materials or make them available in any way, shape or form beyond the scope of permitted use under the law.
4. Participants are obliged to use the Materials in compliance with the Regulations, in a manner which does not affect the personal rights of their creators, in particular the authors' right to the Materials. In particular, Participants are not entitled to mark the Materials with their name, surname or pseudonym or to remove the name, surname or pseudonym of their author from the Materials, or to make any other changes to the Materials or to incorporate the Materials into other works.
5. Participants are not entitled to use the Materials as part of their business or professional activities, except for use for information purposes only.
6. The provisions of paragraphs 3 to 5 above shall be without prejudice to the Participant's right to use the right of quotation, with the proviso that the Participant is obliged to use quotations from the Materials in a manner compliant with Articles 29, 34 and 35 of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2022, item 2509, as amended), and in particular, each quotation must include the name of the creator and the source.
7. If the Participant intends to use the Materials in a manner beyond the rights granted under the Regulations, he/she is required to obtain the prior consent of the Organizer expressed in writing, otherwise being null and void.
8. The Participant is not – without prior written consent of the Organizer (expressed in writing under pain of nullity) or beyond the scope of permitted use under the law – entitled to photograph, film or make any other recording of the Congress.

§ 8. Out-of-court complaint and redress procedures

1. Consumers have the option of using out-of-court complaint and redress procedures. Among other things, the Consumer has the right to:
 - a) apply to a permanent amicable consumer court with a request to resolve a dispute arising from the agreement;
 - b) apply to the voivodeship inspector of the Trade Inspection Authority (IA) with a request to institute mediation proceedings for amicable settlement of the dispute between the Consumer and the Organizer;
 - c) use the assistance of a district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection;
 - d) use out-of-court complaint and redress procedures through the online ODR platform available at <http://ec.europa.eu/consumers/odr>.
2. For more detailed information on out-of-court complaint and redress procedures, consumers may refer to <http://www.uokik.gov.pl>.

§ 9. Amendments to the Regulations

1. The Organizer reserves the right to amend the provisions of the Regulations in case of occurrence of at least one of the following valid reasons (closed list):
 - a) changes in the terms of use of the Service which are not detrimental to the position of the Participant relative to the current position;
 - b) need to update the details of the Organizer indicated in the Regulations;
 - c) changes in the use of the Service related to the appearance of new features or removal of existing ones;
 - d) changes in the provisions of applicable law that regulate the Organizer's business or that affect the mutual rights and obligations of the Organizer and of the Participant, or the issuance of a judgment or decision that may affect the Organizer's business and, consequently, the mutual rights and obligations of the Organizer and of the Participant;
 - e) changes in the way the Service operates, resulting from objective and independent reasons of a technical or technological nature.

2. The Organizer will notify changes to the Regulations by publishing the new version of the Regulations at www.common-future.pl unless otherwise stipulated by the applicable law, court judgment or authority's decision. For Participants who provided their e-mail addresses when entering into the Agreement, information about changes to the Regulations will be sent to the Participant's e-mail address.
3. An amendment to the Regulations shall be binding if the amended Regulations have been delivered to the Participant and the Participant has not terminated the agreement for the provision of the respective Service by the Organizer.

§ 10. Final provisions

1. The Regulations shall enter into force on 17 march 2024.
2. The Regulations for Congress Participants can be found at www.common-future.pl and at the Organizer's registered office.
3. The Regulations shall be governed by Polish law. This provision does not apply to Consumers and Sole Proprietors.
4. Any disputes arising out of or relating to the Agreement, including its performance and interpretation, shall be resolved by a common court having jurisdiction over the registered office of MTP. This provision does not apply to Consumers and Sole Proprietors.
5. Nothing in the Regulations shall limit the rights of a Consumer or Sole Proprietor under applicable law. In the event of the existence of a provision of this nature, the provisions of generally applicable laws, in particular the Civil Code and the Act on Consumer Rights, shall apply.