

RULES OF THE INNOVATION@AMAZON

I GENERAL PROVISIONS

1. These rules (the “**Rules**“) set out the terms and conditions of using the website of the Conference at the following URL: <https://innovation-amazon.com> , and define the types, scope and terms of providing services at the Conference, including the rules of registration, participation, and execution of agreements for the provision of such services.
2. The legal basis of these Rules includes in particular:
 - 1) Personal Data Protection Act of 29 August 1997;
 - 2) Act on Provision of Electronic Services of 18 July 2002;
 - 3) Civil Code of 23 April 1964;
 - 4) Copyright and Neighbouring Rights Act of 4 February 1994;
 - 5) Act on Consumer Rights of 30 May 2014.
3. Using the Website and the services offered through the Website shall be deemed as approval of these Rules and the Privacy Policy.
4. The Conference is not a major event within the meaning of the Act on Safety during Major Events of 20 March 2009 (Dz.U. of 2009, No. 62, item 504, as amended).
5. In matters related to the use of the Website or participation in the Conference, please contact us at innovationamazon@amazon.com matters related to the conference or matters related to registration.

II DEFINITIONS

For the purpose of these Rules, the following terms shall have meanings ascribed to them below:

1. **Agenda** – shall mean a detailed programme of the Conference defined by the Organiser, made available on the Website after determining some or all of the Speakers. The Agenda made available by the Organiser is indicative and is subject to change.
2. **Conference** – shall mean the international conference on open technologies under the name Innovation@Amazon, held by the Organiser on 29 Sep 2018 at the Stary Manez, ul. Słowackiego 23, 80-257 Gdansk.
3. **Organiser** – shall mean Ivona Software Sp. z o.o. Based at al. Grunwaldzka 472, 80-309 Gdańsk, entered into the Register of Entrepreneurs maintained by the District Court for Gdańsk - Północ in Gdańsk, Commercial Division VII of the National Court Register under KRS number 0000211231, NIP 5862128060, with the share capital of PLN 452,000.00, e-mail: biuro@ivona.com , contact telephone number: +48 58 882 32 00.
4. **Website Operator** – shall mean PROIDEA Sp. z o.o. of Kraków, with its registered office at ul. Łabędzia 9, 30-651 Kraków, entered in the Business Register of the National Court

Register maintained by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register, under No. KRS 0000448243, with Tax Identification Number (NIP): 6793088842, Industry Identification Number (REGON): 122769022, and the share capital of PLN 10,000.00, e-mail: biuro@proidea.org.pl , contact telephone No.: +48 12 617 11 83, an entity authorised by the Organiser to process personal data under a relevant agreement.

5. **Privacy Policy** – an integral part of these Rules, published on the Website to inform Users about what kind of their personal data are collected and how they will be used.
6. **Speaker** – shall mean a person authorised to give a lecture during the Conference; Speakers participating in the Conference are also required to register as Participants.
7. **Website** – shall mean the website available at the following URL: <https://innovation-amazon.com>, containing information on the Conference and making it possible to register for participation in the Conference as a Participant through the Platform.
8. **Platform** – shall mean a website available at: <https://innovationamazon2018.evenea.pl> , to which a user is redirected from the Website to register for participation in the Conference as a Participant (Registration). The Platform is offered as part of the Evenea online service provided by Event Labs Sp. z o.o. of Warsaw.
9. **Additional Benefits** – shall mean additional benefits to which Participants of the Conference are entitled, described in detail in Section 7.1.a and 7.1.b of these Rules.
10. **User** – shall mean an adult natural person using the Website, who submits a notice of participation (registration) by a Conference Participant through the Website, with the proviso that a notice of participation may be also submitted on behalf of third parties.
11. **Participant** – shall mean an adult natural person entitled to participate in the Conference and receive Additional Benefits, following the submission of a notice of participation by a User.

III TERMS AND CONDITIONS OF USING THE WEBSITE

1. Using the Website and any of its functions shall require access to the Internet and the use of a standard web browser.
2. In order to ensure secure data transmission through the Website, the Website Operator shall apply technical and organisational measures corresponding with the level of risks related to the use of the Website.
3. The Website Operator notes that the public nature of the Internet and using the services provided by electronic means entail the risk that the data of Users and Participants may be obtained and modified by unauthorised persons, thus Users should apply appropriate technical measures to mitigate that risk. In particular, it is recommended to use antivirus software and other software protecting the identity of Internet users.
4. Users shall not abuse the Website, in particular:
 - a. transmit any illegal content that is contrary to legal provisions or accepted principles of morality;

- b. transmit any content that would cause disruption or overload of the Website or systems used by entities that participate, directly or indirectly, in the provision of services by electronic means;
- c. transmit any content that could infringe on the personal rights of any third parties, or on any copyrights, intellectual property rights or business secrets, or that might in any other manner violate the law and order or be contrary to accepted principles of morality;
- d. transmit any content containing malware, such as computer viruses, worms, trojan horses, spyware, wabbit, backdoor programs, keyloggers and other;
- e. transmit any content that would distribute unsolicited commercial information (SPAM).

IV REGISTRATION OF PARTICIPANTS

1. Using the Website and any of its functions shall require access to the Internet and the use of a standard web browser.
2. Before submitting the registration form, a Website User shall read these Rules and the Privacy Policy.
3. Users shall submit notices of participation in the Conference as Participants by filling in and submitting the electronic registration form for Participants available on the Website.
4. In the registration form for Participants available on the Platform, the User shall provide the following data: (i) name and surname of the User (ii) the User's telephone number, (iii) the User's company e-mail address (please provide your direct and up-to-date e-mail address as the ticket and organisational information related to the conference will be sent to that e-mail address), (iv) name and surname of the Participant; (v) the name of the Participant's company, (vi) the Participant's position, (vii) the Participant's company email address, (ix) the Participant's telephone number. In the case of purchasing tickets on behalf of their company it is also necessary to provide the following data for the purposes of issuing a VAT invoice: (i) company name, (ii) address, postal code, city/town, (iii) tax identification number (NIP). Participants shall participate in the Conference on behalf of their company (a legal person, an organisational unit with no legal personality but having legal capacity, a natural person conducting economic activity), therefore it is necessary to provide business/company e-mail addresses during the registration process (private e-mail addresses, like gmail.com shall not be registered).
5. A User shall be bound by the terms and conditions specified in these Rules upon his or her acceptance of their provisions. The provisions of these Rules shall be accepted during the Website registration process, by confirming the selection of the relevant containing a statement of acceptance of these Rules, located under the registration form, and subsequently submitting the form including such statement in the electronic system of the Website Operator.

6. The User shall complete the registration form correctly and accurately. Neither the Organiser nor the Operator shall be liable for any damage resulting from the provision of incorrect data related to the User in the registration form or for any other damage or loss of profit, irrespective of the reason of their occurrence.
7. The registration procedure (Registration) for Participants shall consist of the following stages:
 - a. a User fills in and submits the notice of participation made available on the Website;
 - b. review by the Organiser of the data of Participants notified as intending to take part in the Conference in the notice of participation completed by a User;
 - c. the Organiser reserves the right to accept or reject any such notice. Each Participant shall be notified of the review result by electronic means;
 - d. acceptance of a notice of participation by the Organiser or the Website Operator, resulting in sending a confirmation of participation in the Conference by electronic means (to the Participant's e-mail address indicated during the registration process).
8. By sending a filled in form to the Organiser, the User offers the Organiser to execute an agreement on participation in the Conference. The Organiser or the Website Operator shall confirm the receipt the offer by sending an e-mail containing an acknowledgement of registration to the Participant's e-mail address. An agreement on participation in the Conference shall be deemed executed between the Organiser and the Participant upon sending such e-mail to the Participant.
9. By submitting a notice of participation, Speakers shall award the Organiser a non-exclusive license to use the materials provided to the Organiser in connection with their participation in the Conference. Speakers shall also consent to the use of their image ("Rights"). The licence shall cover the following:
 - a. in respect of recording and reproduction – recording and reproduction of the Rights using any technique, including by printing, reprography, digital techniques, on all types of media, including on CDs and semi-conductor devices, as well as entering and loading the Rights in the memory of information and communication systems;
 - b. in respect of dissemination – leasing, lending and placing on the market of any media with recorded Rights;
 - c. in respect of dissemination otherwise than specified in item b above – making the Rights available in such a manner that any interested person can access the Rights at a place and time of their choice, displaying, broadcasting and rebroadcasting, both terrestrial and satellite, transferring the Rights by streaming, both live and on demand.

The licence shall be granted, provided that the relevant person receives an approval of participation in the Conference as a Speaker.

V WITHDRAWAL FROM PARTICIPATION IN THE CONFERENCE AND COMPLAINTS

1. A User who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), shall have the right to withdraw from the agreement with the Organiser without incurring any costs and without stating any reason within 14 days from the date of entering into the agreement in accordance with Section 4.7 of these Rules.
2. A notice of withdrawal from the agreement should be made in writing. To meet the deadline referred to in Section 5.1 above, the notice may be sent by registered mail to the address of the Website Operator. The notice of withdrawal from the agreement may also be submitted in electronic form and sent to the Website Operator to the following e-mail address: innovationatamazon@amazon.com. The User may use the form of the notice enclosed with these Rules.
3. Information on any change of Participants should be notified to the Website Operator not later than 14 days before the commencement of the Conference. Any change of Participants shall require the User to fill in a new registration form and provide information on the change of Participants to the following e-mail address: innovationatamazon@amazon.com. The User may lodge complaints to the following e-mail address: innovationatamazon@amazon.com or in writing, to the address of the Website Operator.
4. A complaint concerning the Conference proceedings may be submitted within 14 days after the end of the Conference. A complaint shall be deemed to have been lodged on the date of the Website Operator's receipt of such complaint. The Organiser shall review any complaints within 14 days after the date of their submission.

VI ORDER REGULATIONS

1. Conference Participants shall act in a way that does not pose a threat to the safety of other Participants and Speakers, comply with the law and these Rules, as well as immediately follow the instructions of security staff. It is forbidden to obstruct and block exits and escape routes, as well as other necessary rescue or fire-fighting equipment in the event of an emergency during the Conference.
2. Participants are forbidden to bring to the Conference area, or carry during the Conference, any weapons, explosives, fireworks, fire hazardous materials, alcohol, narcotic drugs or psychotropic substances. Participants are forbidden to bring to the Conference area, or carry during the Conference, any other dangerous items, in particular sharp, heavy, hard or other items that may pose a threat to the life and health of Participants and Speakers.
3. Before entering the Conference area, Participants should deposit any items referred to above in the cloakroom or with the Organiser for the duration of the Conference.

4. The Organiser may refuse admission to the Conference premises and attendance at the Conference by any persons whose conduct may pose a threat to other Participants and Speakers. The Organiser shall have the right to have any such Participant removed from the Conference.
5. Conference Participants shall respect the rights and personal dignity of other Participants and Speakers. Participants and Speakers shall be strictly prohibited from harassing other Participants and Speakers. Harassment shall be deemed as: offensive verbal comments on sex, gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion, as well as intimidation, persecution, improper physical contact and unwanted sexual attention. In addition, during the Conference it shall be prohibited to use words and symbols commonly recognised as prohibited, including rude language or expressions that may offend religious or ideological feelings, or implying discrimination.
6. It shall be forbidden to damage any markings and information boards, advertising media, devices and equipment on the Conference premises etc. Participants shall use sanitary facilities only for their intended purpose.
7. Participants shall promptly notify the Organiser of any instances of misconduct (in particular those indicated above) by other Participants or Speakers.

VII PARTICIPATION IN THE CONFERENCE

1. Participation in the Conference as a Participant shall entitle each Participant to attend all lectures on the Agenda.
2. There is only one standard ticket option issued by the event Organizer. The standard ticket is available at the price of PLN 30 (VAT-exclusive). The price of the tickets will be increased by the applicable value-added tax (VAT). **Participation fee is symbolic and lets Participant contribute to a good cause. All the money from ticket sales go to the “Dotrzymaj Kroku” Foundation: <https://mozeszity.pl>**
3. These Rules provide for the following payment methods:
 - a. online payment: by payment card. This form of payment shall be processed by PayPal and Dotpay Sp. z o.o. ;
 - b. offline payment: payment by wire transfer.
4. The number of seats at the Conference and technical sessions shall be limited.
5. The Organiser represents that it will use its best efforts to ensure the highest quality of the Conference, as described in the Agenda.
6. The Organiser shall not cover or reimburse any travel and accommodation costs incurred by Participants in connection with their participation in the Conference.
7. Video recordings and photographs of the Conference may be made or taken only by the Organiser. Participants shall be forbidden to make video recordings and take photographs during the Conference without the prior consent of the Organiser.

8. The Organiser reserves the right to register and publish audiovisual materials related to the Conference proceedings and make them available to third parties.
9. Participation in the event by each Participant shall mean that he or she consents to the use of his or her image, free of charge. The Organiser may record the Conference proceedings for the purposes of documenting the Conference or for advertising, promotional and informational purposes of the Organiser. The Organiser may use such recordings or photographs or parts thereof, including the image of any Participant or other person attending the Conference, with no limit regarding time or territory, without the obligation to pay any fee for using such image, in all the fields of use, including those specified in Art. 50 of the Copyright and Neighbouring Rights Act (Dz.U. No. 24, item 83, as amended), in particular by its recording, reproduction, trade and dissemination, including by exhibiting, displaying, presenting, broadcasting and rebroadcasting, and making the image publicly available in such a manner that any interested person can access the image at a place and time of their choice.
10. Any person who does not give his or her consent referred to in the preceding Section shall notify the Organiser of the fact by sending an e-mail to the following e-mail address: innovationamazon@amazon.com, which should be done after completing the Registration and before the commencement of the Conference.

VIII THE ORGANISER'S RIGHTS

1. The Organiser reserves the right to change the Agenda for the Conference and any such change shall not constitute grounds for any financial claims against the Organiser. Any changes in the Agenda for the Conference made by the Organiser shall be made available on the Website.
2. The Organiser also reserves the right to change the date, place or duration of the Conference. Any changes shall be notified to Participants by e-mail sent to the address provided during the registration process.
3. The Organiser reserves the right to cancel the Conference in the case of occurrence of any fortuitous event. Cancellation of the Conference shall be notified to Participants by e-mail sent to the address provided during the registration process.

IX LIABILITY OF THE ORGANISER

The Organiser shall not be held liable for:

- a. any damage caused by the use of the materials made available at the Conference by Participants or Speakers in a manner that is in conflict with the law or these Rules;
- b. any damage caused by discontinuation of the Conference where such discontinuation is due to a cause attributable to a User/Participant or any breach of the law or these Rules;

- c. any damage caused in connection with the use by a User/Participant of any materials, data and information made available as part of the Conference for commercial, investment or business purposes etc.;
- d. any damage caused by the disclosure of personal data in accordance with these Rules and the Privacy Policy;
- e. Participants' belongings that may be lost, damaged or stolen during the Conference.

X INTELLECTUAL PROPERTY AND COPYRIGHTS

1. In connection with making certain information available to the Participants through the Website, the Organiser advises Participants to pay particular attention to the need to respect intellectual property rights.
2. The Organiser notes that the Website contains copyrighted documents, trademarks and other original materials, in particular texts, photographs, graphics and sounds, programmes and video content. The layout used and the selection of content presented on the Website is a separate object of copyright protection.
3. Users shall use all materials presented to them for their personal use only. Modification, copying, transfer, public reproduction and any use of such content for commercial purposes shall require a prior written consent of the Organiser or another authorized entity.
4. Use of any copyrighted materials, including copying, transfer thereof and making them available to the public on the Internet, in any form, by Users or on behalf of third parties (through the Website), may only take place at the consent of authorised entities. Users shall be held fully liable for any damage caused as a result of their conduct in conflict with the provision above.

XI PROTECTION OF PERSONAL DATA

1. The Organiser shall process the personal data of Participants in the scope and on the terms indicated below and specified in detail in the Privacy Policy.
2. The entity acting as the Controller shall be the Organiser of the Conference: Ivona Software Sp. z o.o. Based at al. Grunwaldzka 472, 80-309 Gdańsk, entered into the Register of Entrepreneurs maintained by the District Court for Gdańsk - Północ in Gdańsk, Commercial Division VII of the National Court Register under KRS number 0000211231, NIP 5862128060, with the share capital of PLN 452,000.00, e-mail: biuro@ivona.com , contact telephone number: +48 58 882 32 00.
3. The Organiser entrusted the processing of personal data to the Website Operator.
4. Provision of personal data shall be voluntary, but it is necessary to fully use the Website and register Participants for the Conference.

5. Each Participant of the Conference shall have the right to review his or her data provided during the registration process on the Website, as well as to have them rectified and erased.
6. The Organiser and any third parties with which the Organiser cooperates, in particular the Website Operator, shall process personal data of Users and Participants provided in the registration form, for the purpose of execution and performance of an agreement on participation in the Conference (implementation of processes related to the organization and ensuring full participation in the Conference). The legal basis for the processing of personal data is Art. 23.1.3 of the Personal Data Protection Act of 29 August 1997.
7. The Controller may process personal data of Users and Participants for marketing purposes related to the presentation of the Organiser's and its partners' business activities and offer, and may also transfer personal data of Users and Participants to Conference partners and sponsors, which shall process it for marketing purposes related to the presentation of their business activities and offer, subject to such persons' consent given by ticking the relevant box in the registration form. If a User carries out the registration process on behalf of a Participant who is not a User, the Organiser shall process the personal data of the Participant based on the consent given by such Participant. The consent shall be granted by ticking the relevant boxes in the Participant's notice of attendance at the Conference. Giving consent by Users and Participants to the processing of data as referred to above shall be voluntary.
8. Save for the cases referred to above, the Organiser shall disclose personal data where it is required to do so under the mandatory rules of the law.
9. The Controller shall take all appropriate security measures in line with the common practice in protection of confidentiality of information. Information of particular importance, including personal data, shall be encrypted prior to its transfer by Users.

XII FINAL PROVISIONS

1. Unless indicated otherwise in these Rules, communication between the Organiser and Users shall be carried out by electronic means:
 - a. in the case of Participants – using the following e-mail address:
innovationatamazon@amazon.com ;
 - b. in the case of the Organiser – using the following e-mail address:
innovationatamazon@amazon.com .
2. Any comments regarding the operation of the Website shall be submitted to the following e-mail address: innovationatamazon@amazon.com .
3. If any provision of these Rules is deemed invalid or ineffective under the law, this shall not affect the validity or effectiveness of the remaining provisions of these Rules. To replace such invalid provision, a new provision shall be introduced which most closely reflects the purpose of the original invalid provision and these Rules as a whole.

4. Acceptance of these Rules of the Conference shall be also deemed as a confirmation that the accepting party has read the Privacy Policy.
5. The up-to-date Rules shall be published on the Website in a form of a downloadable PDF file. These Rules may also be provided to a Participant, free of charge, at his or her request, to the e-mail address indicated during the registration process.
6. The Organiser reserves the right to amend these Rules. Any amendment to these Rules shall each time be notified to the Participants by way of a notice placed on the Website, not later than 14 days before the planned effective date of such amendment. If a Participant does not consent to such amendment to these Rules, he or she should notify the Organiser of the fact within this period. Denial of consent to the new terms of these Rules shall be deemed as termination of the agreement referred to in art. 384.1 of the Civil Code, effective as of the lapse of the deadline for lodging an objection to amendments of the Rules. Until the lapse of such period, the Participant shall remain bound by the previous provisions.
7. The agreement between a Participant and the Organiser on the provision of services on the terms and conditions set out in these Rules, shall be subject to the Polish law.
8. Any disputes between the Organiser and Participants shall be subject to resolution by the competent courts in accordance with the relevant provisions of the Code of Civil Procedure.
9. Any disputes that may arise between the Organiser and a Participant who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), may be resolved by conciliation. For detailed information on the methods and access to forms of out-of-court dispute resolution, see:
https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php
10. The date given below is the effective date of these Rules in their latest version.
Date: 4 June 2018 .