

## TERMS AND CONDITIONS OF INNOW PROJECT'S FINAL ONLINE CONFERENCE

These Terms and conditions define the rules for participation in the InNow Project's Conference organized online by InnoEnergy Central Europe sp. z o.o. with registered office in Krakow.

### 1. DEFINITIONS

Capitalized phrases used in these Terms and Conditions, shall have the meaning set out below:

**Organizer** - InnoEnergy Central Europe Spółka z ograniczoną odpowiedzialnością (Limited Liability Company) with its registered office in Kraków, ul. Wielicka 28, 30-552 Kraków (Poland), entered into the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number 0000409342, REGON: 122437998, NIP: 6772365070, with the share capital of PLN 202,490.40 (two hundredtwo thousand, four hundred ninety forty zloty 40/100).

**Participant (you)** – a natural person registering for the Conference through official Conference Platform.

**Conference** – InNow final conference organized as an online event by the Organizer with cooperation of Partners of the InNow project (ABC Accelerator (SL), Optimizacija (HR), University of Debrecen (HU), Civitta Slovakia (SK), and Startup Campus (HU)) and operated by the Operator.

**Conference Platform** – online platform named Eventory available on website address: <https://eventory.cc/event/innow-conference> through which it is possible to register for participation in the Conference.

**Form** - application form, available on-line on the Conference Platform, allowing the user to submit an application to participate in the Conference.

**E-mail address** - the e-mail provided in a Form submitted by Participant, which will be used for official communication with the Participant.

**Operator** - Proldea Spółka z ograniczoną odpowiedzialnością (Limited Liability Company) with its registered office in Kraków, ul. Zakopiańska 9, 30-418 Kraków which is responsible for operating the Conference Platform, managing registration system and providing technical operation of the Conference itself.

**Streaming platform** – online platform named Zoom available on website address: <https://zoom.us/> used for videoconferencing, including enabling individual contact between the Participant and the speakers during the Conference.

**GDPR** – the 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.EU.L No 119, p. 1).

**InNow** - Innovate Now! Innovation Support Framework for fostering the collaboration of startups, SMEs and large companies on clean-tech projects (project CE1312), supported by Interreg Central Europe programme.

<https://www.interreg-central.eu/Content.Node/InNow.html>

**Terms and Conditions** - these Terms and Conditions.

## **2. GENERAL PROVISIONS**

- 2.1. The Conference will be conducted online under the name of “InNow Conference” on March 17, 2022.
- 2.2. The object of the Conference is disseminate outcomes of the project InNow and share best practices and experiences.
- 2.3. Agenda of the Conference is available in the Conference Platform. The agenda is indicative only and may be changed.
- 2.4. The Conference will be conducted pursuant to these Terms and Conditions. The Organizer reserves the right to change the Terms and Conditions, provided that the changes do not violate the rights of the Participants of the Conference acquired prior to such change and do not alter the fundamental principles of the Conference in the following cases:
  - 2.4.1. in the event of a change in the law affecting the content of the Terms and Conditions – to the extent that such a change requires the alteration of the Terms and Conditions;
  - 2.4.2. in the event of a decision by a competent authority or judicial ruling or decision affecting the content of the Terms and Conditions – to the extent that such a ruling or decision requires the alteration of the Terms and Conditions;
  - 2.4.3. to prevent abuses of the Terms and Conditions;
  - 2.4.4. if necessary to improve the handling of the Participants;
  - 2.4.5. if necessary to clarify interpretative doubts concerning the Terms and Conditions.
- 2.5. In case of changes mentioned in sec. 2.3 above, they will be made public on the Conference Platform with at least 7 days’ notice. Moreover, the Organizer will simultaneously notify Participants of the change via e-mail sent to the E-mail address, indicating the date of entry into force of the change the Terms and Conditions. The altered Terms and Conditions are binding for Participants, who do not leave the Conference (resignation), before their entry into force.

## **3. REGISTRATION AND PARTICIPATION TERMS AND CONDITIONS**

- 3.1. The Organizer provides electronic services through the Conference Platform and Streaming Platform consisting of organizing the Conference, possibility to register for participation in the Conference and to attend the Conference.
- 3.2. Registration for participation in the Conference may be made at any time before the beginning of the Conference.
- 3.3. Registration and participation in the Conference is free of charge.
- 3.4. The registration is made by filling in and sending the Form available on the Conference Platform. The following data should be provided in the Form: name, surname, E-mail address. Additionally you may provide in the Form: company name and phone number.
- 3.5. Before sending the Form, the Participant is obliged to read the content of these Terms and Conditions.
- 3.6. Using the Conference Platform and Streaming Platform and tools available through them

requires access to the Internet and access to a device (personal computer, smartphone, tablet) equipped with an updated web browser. The Organizer informs, that the proper conduct of the Conference requires stable and good quality Internet connection and is not responsible for the low quality of the link on the side Participants, making it difficult or impossible to participate in the Conference.

- 3.7. After registration you will receive a link and manual how to join the Conference.
- 3.8. If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.
- 3.9. Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the Form. Be sure to check your junk email box too in case any of your Conference email(s) are caught by spam filters.
- 3.10. You will receive essential information for Participants electronically at the Email address that is provided on your Form.
- 3.11. Participant may resign from participation in the Conference in each time before the start of the Conference by sending to the Organizer e-mail with request “resignation from participation in the Conference” or similar.

#### **4. CONFERENCE TERMS AND CONDITIONS**

- 4.1. The Conference will be organized online via the Streaming Platform.
- 4.2. During the Conference, it will be possible for the Participant to send questions, opinions and comment via chat available on the Streaming Platform. The content sent by the Participant, including name, surname or nick and profile photo (if the Participant added it) will be available for the Organizer and all Participants of the Conference.
- 4.3. It is forbidden to provide illegal content on the Streaming Platform and the Conference Platform.
- 4.4. You acknowledge and agree that Organizer, in its sole discretion, reserves the right to change any and all aspects of the Conference, including but not limited to, the Conference’s name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. The Conference content shall be recorded by Operator and will be accessible freely in the web on InNow’s website and its project partners.

#### **5. PERSONAL DATA**

- 5.1. Personal data provided to the Organizer by Participants shall be processed by the Organizer from the moment of sending the Form. The data controller of this personal data is the Organizer – InnoEnergy Central Europe sp. z o.o., which can be contacted at the address of its seat as indicated in the Terms and Conditions, and via the following e-mail address: [innow@innoenergy.com](mailto:innow@innoenergy.com)
- 5.2. Personal data provided to the Organizer will be processed by the Organizer for the following purposes and on the following basis related to the Conference:
  - 5.2.1. for the performance of the Conference, particularly communication with the Participants - the basis of data processing is the necessity to enter into the contract with the Participant and the performance of the contract concerning the participation

in the Conference, if the Participant is a natural person (Article 6(1) point (b) of the GDPR),

- 5.2.2. for the performance of statutory obligations - the basis of data processing is the legal obligation to which the controller is subject (Article 6(1) point (c) GDPR),
  - 5.2.3. for the establishment, exercise or defense of potential legal claims, including after the Conference is finished – the basis of data processing is the legitimate interest of the controller (Article 6(1) point (f) GDPR), which is the defense of its rights.
- 5.3. Personal data provided by the Participants to the Organizer will be made available on demand to third party entities with right to control the performance of the InNow project by the Organizer. The controllers list include but is not limited to: Polish financial authorities, First Level Controller for the project in all involved countries (PL, SL, HR, HU, SK), Managing Authority of Interreg Central Europe Programme and the European Commission. The basis of data processing is the legitimate interest of the controller (third party entity) (Article 6(1) point (f) GDPR).
  - 5.4. Personal data provided by the Participants to the Organizer will be made available to another data controller: EIT InnoEnergy (KIC InnoEnergy SE, address: Kennispoort, John F. Kennedylaan 2, 5612 AB Eindhoven, Holland, contact e-mail: ([innow@innoenergy.com](mailto:innow@innoenergy.com)) for the purpose of enabling EIT InnoEnergy to confirm performance of InNow project. The basis of data processing is the legitimate interest of the controller (EIT InnoEnergy) (Article 6(1) point (f) GDPR) in the maintenance and initiation of business relations with Participants and the performance of activity of EIT InnoEnergy in technology and innovation.
  - 5.5. Recipients of personal data also include: cooperating entities responsible for implementing the Conference, in particular the Operator; IT service providers (e.g. email, hosting, platforms to organize online format events); service providers supporting the Organizer in the implementation of the Conference.
  - 5.6. Personal data will be processed by the Operator in order to properly manage the Conference.
  - 5.7. Provision of personal data in the Form for the purposes of participating in the Conference is a requirement necessary to participate in the Conference. Failure to provide this data precludes the possibility to participate in the Conference. Provision of personal data for the purposes of complaints is a contractual obligation and is necessary to process complaint.
  - 5.8. Personal data will be processed by the controller for the following period:
    - 5.8.1. Regarding the data processed to implement the Conference – for the duration of the Conference, for fulfilling other obligations of the Organizer concerning the Terms and Conditions;
    - 5.8.2. Regarding the personal data processed for the performance of statutory requirements – until the expiry of potential obligations concerning the Conference; potential further storage of personal data may only be performed if required by applicable law;
    - 5.8.3. For the establishment, exercise or defense of legal claims – until the expiry of material claims concerning the Conference and durability period of the InNow project;
    - 5.8.4. For potential control by entitled entities the performance of the InNow project by the Organizer – 3 years from the formal completion of the InNow project.
  - 5.9. Every data subject enjoys the following rights according to the GDPR:

- 5.9.1. the right to access to the personal data concerning the data subject, its rectification, erasure, and restriction of processing;
- 5.9.2. the right to data portability (concerning data processing carried out by automated means on the basis of consent: Article 6(1) point (a) GDPR or contract: Article 6(1) point (b) GDPR)), that is the right to receive the personal data which he or she has provided to the controller, in a structured, commonly used and machine-readable (computer) format; if it is technically possible, the data subject has the right to have the data transmitted to another controller;
- 5.9.3. with regard to data processed based on a legitimate interest (Article 6(1) point (f) GDPR) – the right to object to processing;
- 5.9.4. the right to lodge a complaint with a data protection supervisory authority, in particular in the Member State of their habitual residence, place of work or of the alleged infringement, if the data subject considers that the processing of personal data relating to them infringes the GDPR. The supervisory authority in Poland is the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych).

## **6. COMPLAINTS PROCEDURE RULES**

- 6.1. Participants should submit all complaints concerning the conduct of the Conference writing within 21 days after the Conference.
- 6.2. The written complaint should be sent by registered mail to the address of the Organizer: INNOENERGY Central Europe spółka z ograniczoną odpowiedzialnością with its registered office at the address: InnoEnergy, ul. Wielicka 28, 30-552 Kraków, (it is recommended, to add the following note on the envelope: "COMPLAINT – InNow Conference) or via e-mail to the following address: [innow@innoenergy.com](mailto:innow@innoenergy.com).
- 6.3. The complaint should include: the name and exact address of the Participant, the reason for the complaint and the content of the request.
- 6.4. The Participant shall be informed about the Organizer's decision concerning the complaint within 30 days from the date of receipt by the Organizer of the complaint.
- 6.5. The Organizer agrees to submit any disputes arising in connection with the Conference through mediation proceedings. Details will be determined by the parties to the conflict.
- 6.6. Detailed information on the possibility for the consumer to use out-of-court complaint and redress methods and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodeship Inspectorates of Inspection Commercial. More detailed information on out-of-court complaint and redress procedures can be found on the website <http://www.uokik.gov.pl>.

## **7. FINAL PROVISIONS**

- 7.1. The Terms and Conditions of the Conference are posted on the Conference Platform and are also downloadable in PDF format.
- 7.2. From the moment of submission of the Form to the end of the Conference, all communication

related to participation in the Conference is conducted electronically by via a message sent to the E-mail address provided by the Participant in the Form. The Organizer uses the following e-mail address concerning the Conference: [innow@innoenergy.com](mailto:innow@innoenergy.com).

- 7.3. Upon the request of the Participant, the Terms and Conditions may be sent by post under the condition that a return self-addressed envelope with a note "THE TERMS AND CONDITIONS OF INNOW CONFERENCE" with a postage stamp shall be sent to the Organizer's address.
- 7.4. The Terms and Conditions and the participation in the Contest are subject to the laws of the Republic of Poland, and should be interpreted in accordance with the Polish law.