

TERMS AND CONDITIONS

Of the **BALTICWINDUSTRY – Industrial Research in Offshore Wind Energy conference organized by Gdańsk University of Technology and Polish Wind Energy Association, September 8, 2022**

§1 GENERAL PROVISIONS

1. **BALTICWINDUSTRY – Industrial Research in Offshore Wind Energy conference (further referred to as Conference)** that will be held in Gdańsk on September 8, 2022 is organized by:
 - 1.1 Polish Wind Energy Association with its registered office in Szczecin (70-263), ul. Mariana Langiewicza 14/4, National Court Registry KRS number 0000097999, Tax ID number NIP: 852-227-25-75, National Business Registry Number REGON: 811949676 (further referred to as **PWEA**) and
 - 1.2 Gdańsk University of Technology with its registered office in Gdańsk (80-233), ul. Gabriela Narutowicza 11/12, Tax ID number NIP: 5840203593, National Business Registry Number REGON: 000001620 (further referred to as **University**).
- 2 These Terms and Conditions, further referred to as **Terms**, specify the terms and conditions for the provision of services by the **Organizers** related to the organization of the **Conference**, the terms and conditions for the use of these services and the rules for the protection of the personal data of **Conference Attendees**.
- 3 These Terms are available for download, recording and printing free of charge at the conference website accessible at <https://balticwindustry.pg.edu.pl/>. The Terms are also available in a hard copy in the registered office of PWEA whose address is specified in 1.1 above.
- 4 The official website of the Conference is located at <https://balticwindustry.pg.edu.pl/>, further referred to as **Conference Website**.
- 5 For the purpose of these Terms, the following definitions shall apply:
 - 5.1 **Attendee** – an individual who registered for the Conference, or who was registered for the Conference by a Registrant,
 - 5.2 **Registrant** – a legal person, an individual who is conducting a business activity or an unincorporated body that concluded an agreement with the Organizers, pursuant to the terms and conditions specified herein,
 - 5.3 **Registration** – conducting an act of declaring participation in the **Conference**, pursuant to the terms and conditions specified herein.

§2 CONCLUSION OF THE AGREEMENT WITH ORGANIZERS

1. In order to conclude the agreement for participation in the Conference, it is necessary to order the service by registering at the Conference Website.
2. Declaration of the participation in the Conference by an Attendee or conclusion of the agreement for provision of the services shall occur upon accepting the terms and conditions of the agreement by clicking the link REGISTER at the end of the registration process.
3. Upon registering/concluding the agreement the Registrant:
 - 3.1 accepts the Terms and Conditions,
 - 3.2 confirms that they have read the documents containing the terms and conditions for concluding the agreement and that they accept the contents of these documents,
 - 3.3 declares their consent for the processing of their personal data by PWEA and University within the scope necessary for the proper conducting of the Service and declares their consent for

the transfer and assigning the data to other entities for processing in order to and in the scope necessary for the proper and diligent conducting of the Service,

3.4 declares their consent for documenting the event in the form of photographs or video recordings and for the publication of these documents, including the ones containing their image, on the websites, social media (Facebook, YouTube, LinkedIn) of the Organizers and in the printed matter belonging to PWEA and its commercial partners,

3.5 A person conducting the registration/ordering of the service shall be duly authorized to conclude the agreement on behalf of the Registrant, otherwise this person shall be fully liable for the execution of the concluded agreement.

§ 3 PROCESSING OF THE PERSONAL DATA

1. The joint-controllers of the personal data processed in relation with the organization of the Conference are:
 - 1.1 Polish Wind Energy Association with its registered office in Szczecin, address ul. Langiewicza 14/4, 70-263 Szczecin, entered in the registry of associations, other public and professional organizations, foundations and independent public health-care institutions in the National Court Register under KRS number 0000097999, Tax ID No. (NIP): 852-227-25-75, Statistical ID No (REGON): 811949676 (PWEA) and
 - 1.2 Politechnika Gdańska with its registered office in Gdańsk (80-233), ul. Narutowicza 11/12, Tax ID no. (NIP) 5840203593, Statistical ID No. (REGON): 000001620 (Politechnika)
- 2 Authorized persons to be contacted in matters related to the processing of the personal data are: Data Protection Inspector – Paweł Baniel, iod@pg.edu.pl for Politechnika and Marketing and Event Department - event@psew.pl for PWEA.
- 3 Personal data of the conference Attendees shall be used in accordance with terms and conditions specified in the Ordinance of the European Parliament and Council (EU) 2016/679 of 27 April 2016 regarding the protection of the individuals in relation with the processing of the personal data and free movement of such data, and repealing the directive 95/46/EC (OJ L119, 4.5.2016 p. 1-88, GDPR), the act of 10 May 2018 on the protection of the personal data (i.e. Journal of Laws no. 2018, item 1000, PDPA), Polish regulations adopted in order to facilitate the application of the GDPR, other applicable legal regulations and these Terms and Conditions.
- 4 Personal data of the conference Attendees shall not be subjected to automated processing, including profiling.
- 5 Personal data given in the on-line application (name and surname of the Attendee, name of the represented company, position, e-mail, contact data of the company/institution) shall be processed in order to and within the range associated with the organization of the Conference. The basis for processing the personal data consists in article 6, item 1, letter b) GDPR – realization of the Agreement (acceptance of the Terms and Conditions and declaration of the attendance, followed by its acceptance by the Organizers is understood as the conclusion of the agreement). The joint organizers of the Conference can also process the personal data of the Attendees in order to determine, defend or pursue claims arising in relation to the organized Conference, as well as in the range of the promotional activities including publishing the photographs containing the images of the Attendees in social media administered by the Organizers (such as Facebook), which constitutes legally justified interest (article 6, item 1 letter f, GDPR). In such a case personal data shall be protected throughout the period of the limitation of claims or criminal deeds.
- 6 If an Attendee expressed their consents specified in §2 item 3, personal data shall be processed within the range necessary to realize the objective/objectives covered by these consents, until the consent is withdrawn. The basis for processing the personal data consists in article 6, item 1, letter

a) GDPR – voluntary, unambiguous, informed and specific consent of the person who is the data subject. Withdrawal of the consent does not affect the compliance with the right for processing conducted on the basis of the consent prior to its withdrawal.

7 Failure to provide data shall prevent an Attendee from the participation in the Conference.

8 The Attendees have a right to:

8.1 Access the data;

8.2 Rectify the data;

8.3 Withdraw their consent to process the data.

Pursuing the applicable legal regulation, the Attendee has the right to object the processing of their personal data if the Organizers are processing the data for the purposes stemming from their legitimate interest. Realization of these rights can occur through a written indication of the demands sent to the address of one of the joint controllers.

9 Joint administration of the personal data on the basis of article 26, item 1 GDPR does not affect the realization of rights of the Conference Attendees on the basis of GDPR. In compliance with the arrangements between the joint controllers, each joint controller is responsible for the processing of personal data in compliance with GDPR. Matters regarding the processing of data can be discussed with either of the joint controllers of data.

10 Attendees shall furthermore have the right to file a complaint against the processing of their data by the joint controllers with the President of the Office for Personal Data Protection.

§4 SUBJECT MATTER OF THE AGREEMENT

1. Pursuant to the concluded agreement Organizers commit to enable the Attendee to participate in the Conference free of charge.
2. Organizers shall announce on the Conference Website the information concerning the subject, date, venue and agenda of the Conference.
3. Conditions for participation in the Conference include registration for the Conference pursuant to the terms and conditions laid down in these Terms and Conditions;
4. Registration for the Conference shall be made by sending a correctly filled-in registration form by the specified registration deadline.
5. Organizers shall have the right to refuse registration for the Conference for convenience.
6. Any and all modifications made by a Registrant concerning the order shall be null and void unless made in writing.
7. A Registrant shall be obliged to fill in the order (registration form) correctly and accurately.
8. Organizers shall not be held liable for losses caused by providing incorrect Participant or Registrant data in the order (registration form).
9. A Registrant may replace the registered Attendee free of charge by sending a relevant notice including the personal data of the new Attendee, as required in the order (online registration form), together with a statement signed by the new Attendee, consenting to the processing of personal data, by email to cmew@pg.edu.pl before the registration for the Conference is closed. Notices filed after the deadline mentioned above or incomplete notices shall be null and void.

§ 5 RESIGNATION OF ATTENDEE/REGISTRANT

1. A statement of resignation from participation in the **Conference** shall be made in writing and sent electronically to cmew@pg.edu.pl.
2. A Registrant may file resignation from participation in the **Conference** applicable to all Attendees or Attendees specified by the Registrant by name, registered by it for the **Conference**.

3. Provisions of this Section shall apply irrespectively of the reason for cancellation or non-attendance.

§ 6 PARTICIPATION TERMS AND CONDITIONS, CIVIL LIABILITY

1. Attendees shall be obliged to follow the safety rules, OHS and fire protection regulations applicable on the area of the **Conference** venue.
2. An Attendee and a Registrant shall be held liable for any damages caused during the Attendant's participation in the **Conference**.
3. Organizers or any other owner of the venue where the **Conference** is held shall not be held liable for the Attendees' property that might be lost, destroyed or stolen during the **Conference** or the Attendee's stay in connection with the **Conference**.
4. Organizers or any other owner of the venue where the **Conference** is held shall not be held liable for any Attendee's losses incurred during or in connection with the **Conference** and caused by Force Majeure or third party action, in particular actions of other Attendees.
5. In the case of any damage to the Attendee's property, the Attendee shall be obliged to immediately notify Organizers thereof.
6. Attendees shall incur any and all travel and accommodation costs related to the **Conference**.
7. In order to participate in the **Conference**, an Attendee registered by a Registrant must make a written statement confirming the familiarization with and acceptance of the Regulations upon registration. If an Attendee refuses to accept the Regulations, the registration shall not be completed, and Organizers shall not bear any liability for damages.

§ 7 COMPLAINTS

1. Any and all Attendees' or Registrants' complaints against Organizers shall be filed in writing by registered mail with confirmation of receipt sent to Organizers registered office address.
2. The Attendees' or Registrants' complaints may be filed no later than within 7 days from the end day of the **Conference**.
3. No complaints shall be examined after the deadline laid down in Section 7(2) above.

§ 8. FINAL PROVISIONS

1. If the Conference is cancelled due to reasons attributable to Organizers, an alternative date of the Conference shall be proposed.
2. If the Conference is cancelled due to ill-fated reasons or the occurrence of the Force Majeure which will prevent both the conducting and cancelling of the Conference, the Attendee or Registrant shall not be entitled to claim damages or refurbishment of any payments they incurred in relation with their participation in the Conference.
3. All and any disputes resulting from the conclusion of the agreement shall be settled by a court locally competent for the Organizers.
4. The disputes shall be settled on the basis of the Terms and Conditions in Polish.
5. Organizers shall have the right to modify the Regulations at any time. Organizers shall notify all Registrants of each modification to the Regulations by email sent on the addresses provided in the registration form. If a Registrant does not accept the modifications to the regulations, it shall notify Organizers thereof by sending a relevant statement to cmew@pg.edu.pl. The absence of such a statement shall be deemed full acceptance of the modifications made.

6. Provisions of the Polish law, in particular Civil Code (Journal of Laws of 2020, item 1740, 2320, of 2021, item 1509) shall apply to matters unsettled by the Regulations and the registration form.
7. The Terms and Conditions shall become effective on 03.06.2022.