

Regulations
For Participants of the H2POLAND and NetZero on 24-25 April 2024

Article 1. General Provisions

1. The Regulations apply to the Participants of the event entitled **H2POLAND and NetZero**, hereinafter referred to as the **Congress**, organised by **Międzynarodowe Targi Poznańskie** sp. z o.o. company with its registered office in Poznań at ul. Głogowska 14, 60-734 Poznań, entered into the Register of Entrepreneurs of the National Court Register under the number KRS 0000202703, registration files maintained by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, share capital: PLN 377 346,000.00, and the Register of Active VAT Taxpayers - Tax Identification Number (NIP): 7770000488, hereinafter referred to as **MTP** or the **Organiser**.
2. The Congress will be held on 24-25 April 2024 in the Poznań, Congress Center at the MTP fairgrounds. The official website of the Congress is available at: **www.h2poland.com.pl**
3. The Congress will be accompanied by an exhibition, participation in which is governed by separate agreements.
4. The Organiser reserves the right to cancel, shorten or postpone the date or change the location of the Congress, as well as to modify the Congress agenda, and the Organiser undertakes to inform the public thereof at **www.h2poland.com.pl**, and if the changes occur after the registration form has been submitted, the Organiser shall also inform the public in electronic form by sending an e-mail to the address specified in the registration form, with sufficient advance notice. The procedure in the event of cancellation and refund of the payment made is regulated in Article 4 of the Regulations.
5. The terms used in the Regulations shall have the following meaning:
 - a) **Consumer** – a Participant who has registered for 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 Materials shall be applicable to the Materials in whole or in any part;
 - c) **PayU** – an electronic payment system offering quick pay-by-link payments, provided by PayU S.A. company with headquarters in Poznań (60-166) at ul. Grunwaldzka 186, KRS No.: 0000274399;
 - d) **Sole Trader** – a Participant being a natural person who enters into the Agreement directly related to the Sole Trader's business activity, where the content of the Agreement indicates that it is not of a professional nature for this person, resulting in particular from the subject of the Sole Trader's business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity;
 - e) **Participant** – a natural person who has registered for participation and paid the relevant fee for participation in the Congress in a stationary mode;
 - f) **Agreement** – the legal relationship that arises between the Organiser and the Participant as described in Article 2 of the Regulations. The subject of the Agreement is the sale of the right to participate in the Congress;
 - g) **Service** – the service provided by the Organiser under the terms and conditions specified in the Regulations, i.e. the service of selling the Participant the right to participate in the Congress and, possibly, the service of making the Materials available;
 - h) **Congress** – H2POLAND and NetZero; an event organised by the Organiser with the aim of increasing knowledge and exchanging experience of Participants, taking place on 24-25 April 2024 at the Poznań Congress Center;
 - i) **ExpoSupport Registration System** – an online event participant registration system designed for stationary Congress participants;
 - j) **Event Venue** – Poznań Congress Center at the fairgrounds of MTP Poznań Expo.

Article 2. Participation in the Congress

1. Only a person who has registered for participation and paid the relevant fee, in accordance with the Regulations, can be a Congress Participant.
2. The condition for participation in the Congress is:
 - a) registering online via the registration system available at www.h2poland.com.pl until 23 April 2024 and
 - b) paying the relevant fee within 7 days of the registration, but no later than 23 April 2024.The Organiser reserves the right to early terminate the registration in the event that the limit of persons at the Congress is reached.
3. Correct on-line registration includes the acceptance of the Regulations and providing the following data of the applicant: name and surname, e-mail address, telephone number, in case of running a business: company name, position, company address – street, premises number, city/town, country, Tax Identification Number (NIP), e-mail address.
4. Payment of the fee shall be made via the PayU service or by bank transfer together with the application for participation in the ExpoSupport Registration System.
5. **Failure to pay the full amount of the fee for participation in the Congress by the date specified in Paragraph 2 shall result in the Organiser's failure to accept the application. In case of doubt, in particular in the case of the exhaustion of the limit of persons at the Congress, the order shall be determined by the moment of submitting the application.**
6. The amount of the Congress participation fees is specified on the www.h2poland.com.pl website.
7. The cost of travel and accommodation shall be covered by the Congress Participant.
8. By accepting the Regulations and participating in the Congress, the Participant agrees to the Organiser's free use, recording, processing, duplication, distribution of the image captured in the form of photographs or video recording, and grants the Organiser a non-exclusive, territorially and temporally unlimited, royalty-free licence to use the image recorded in connection with participation in the Congress for information, promotional and advertising purposes associated with the Congress or activity of the Organiser in the following fields of use:
 - a) recording and reproduction by any known technique, and dissemination in any form,
 - b) introduction to computer memory and multimedia networks,
 - c) reproduction of the image recording,
 - d) public exhibition, displaying, playing and broadcasting and re-broadcasting, as well as making publicly available in such a way that everyone can have access to it at a place and time individually chosen by them, in particular on social networking sites administered by the Organiser, e.g. Facebook.
 - e) posting and publishing in newspapers, on websites, posters and billboards, social media,
 - f) broadcasting on TV and radio.
9. When registering for participation, the Participant may give separate consent to the processing of personal data for purposes other than those referred to above (e.g. for marketing purposes in connection with the organisation of other events by the Organiser).
10. The Organiser shall not be liable for any damages suffered by the Participants being the result of non-compliance with the instructions issued by the Organiser's services in the case of a danger to persons and property, e.g. in connection with the management of the evacuation of persons from the Event Venue.
11. The security measures taken to protect the Event Venue (technical protection, security services, monitoring) have no influence on the exclusion from liability of the Organiser for the above mentioned reasons.

Article 3. Complaints

1. The Organiser is required to provide the Services free of defects.
2. The Organiser does not provide a guarantee for the Services.

3. Neither the Organiser nor the Participant shall be liable to each other for failure to perform or improper performance of any obligations under these Regulations to the extent caused by Force Majeure.
4. In connection with the provision of the Services, the Organiser shall be liable on the general principles set out in the Civil Code.
5. None of the provisions of the Regulations shall limit the rights of the Consumer or Sole Trader which they are entitled to under applicable law.
6. The Congress Participant has the right to lodge a complaint in the event of a significant discrepancy between the course of the Congress and its agenda, changes to which have not been made available in advance in accordance with Article 1.4 of the Regulations.
7. The entity responsible for handling the complaint shall be the Organiser.
8. The complaint should contain data which make it possible to identify the person submitting the complaint, the subject matter of the complaint and the demands connected with the complaint. In the content of the submitted complaint, the Participant should include: his/her identification data, i.e. first and last name, company name (in the case of participation as part of the Participant's business activity), contact data: e-mail address and telephone number, and a description of the reason for the complaint.
9. In the event of receiving an incomplete complaint, the Organiser shall call on the Participant to complete it or else the complaint shall not be considered.
10. The complaint shall be considered by the Organiser without delay, no later than within 30 days of receipt of a complete complaint to the following address: info@grupamtp.pl. The expiry of the aforementioned time limit shall not cause the claims to expire, and shall not affect the Participant's right to pursue any claims in court or out of court proceedings.
11. Information on the consideration of the complaint shall be sent to the Participant to the e-mail address or in any other way specified by the Participant.
12. When the complaint is upheld, the Participant shall receive a refund of the fee paid.
13. If the complaint submitted by the Participant is not upheld by the Organizer, the Participant may use the judicial and extrajudicial means of redress – for more information on extrajudicial means of redress, see Article 8 of the Regulations.

Article 4. Cancellation of participation, refunds and withdrawal from the Agreement

1. The Participant may resign from participation in the Congress no less than 14 days before the start of the Congress under the terms and conditions set out below. MTP shall reimburse the participation fee paid (via PayU or by bank transfer) only on the basis of a request from the interested party sent by post or electronic mail (e-mail) to info@grupamtp.pl, no later than 10 April 2024. In the application, the bank account number to which the fee paid is to be reimbursed must be provided.
2. The Participant may cancel his/her participation in the Congress after the date specified in Paragraph 1 above in the event of a significant change in the Congress agenda, significant shortening or postponement of the date of the Congress or a change of the Congress venue after the date specified in Paragraph 1. In this case, the application shall be submitted by 21 April 2024, and the reimbursement shall only be possible in the event of the Participant's non-participation in the Congress. The bank account number to which the fee paid is to be reimbursed must be provided in the e-mail.
3. MTP shall make the refund in the form of a transfer to the bank account specified in the e-mail by the interested party no later than 14 days from the day MTP receives the e-mail.
4. In connection with any changes to the Regulations, as referred to further in Article 9, the Participant shall have the right to resign from participation in the Congress, with the participation fee refunded if such a fee has already been paid to the Organiser. The provision 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 the right to participate in the Congress for the right to participate in the Congress on another day, and the Organiser shall not refund the fee paid.
6. In particularly justified cases, as a result of factors beyond the control of the Organiser, i.e. when a person who is to give a lecture or speech (i.e. a person who is to moderate the Congress), e.g. due to illness or

personal circumstances, the Organiser may cancel the Congress, change its date or modify its agenda. In the event that the Congress is cancelled, the Organiser shall notify the Participant of this fact and reimburse the fee paid by the Participant within 14 days from the date of the Congress cancellation. In the event of a change in the date or agenda of the Congress, the Organiser shall notify the Participant of this fact and the Participant shall have the right to cancel his/her participation in the Congress and obtain the refund of the fee paid. In the event that the Participant intends to exercise the entitlement referred to in the preceding sentence, the Participant shall inform the Organiser by email or post within 14 days of receiving the notification of the change in the date or agenda of the Congress.

7. The refund of the fee agreed shall be made to the bank account number from which the payment for the Service was made, unless the Participant expressly specifies a different account number to which the refund should be made.

Article 5. Order Regulations

1. Participants may stay at the Event Venue only on the dates and times indicated on the website h2poland.com.pl, provided that security procedures are complied with currently in force guidelines of the Chief Sanitary Inspector (GIS) in force on the date of the Forum.
2. In the event of non-compliance with the procedures listed in Paragraph 1, the Organiser reserves the right to:
 - a) not allow persons who refuse to comply with the safety procedures to enter the Event Venue,
 - b) immediately escort the Participant out of the Event Venue and prevent him/her from re-entering, and where appropriate, to call the relevant services if the Participant fails to comply with the safety procedures.
3. The Event Venue, stands or other displays, as well as passageways and entrance doors may be closed for a short period of time or may be available with limited access only, up to the number of people who may be present in the given area at any one time for organisational or security reasons, and they may not be accessible to Participants at that time.
4. Recording (photographing, filming, sound recording) any point of the Congress agenda by means of any audio-visual means by the Participant is prohibited unless the Participant obtains the relevant permission from the Organiser. If the activities mentioned above may cause disturbance in the organization and course of the Congress, the Organiser may order to stop such activities.
5. It is forbidden for the Participants to carry out any commercial, canvassing, advertising, promotion, and agitation activities or cash collections not agreed with the Organiser, as well as the activities that are in breach of the applicable law.
6. The following prohibitions shall apply at the Event Venue:
 - a) carrying and using weapons, ammunition and pyrotechnics, harmful chemicals, as well as an open fire, which may bring the risk of fire, property damage and a danger to the health and life of people;
 - b) carrying and drinking alcohol and distributing and using narcotic drugs;
 - c) disturbing public order (e.g. loud, aggressive behaviour);
 - d) bringing in animals, as well as bicycles, etc.;
7. It is forbidden to leave any items, including luggage or other property, unattended.
8. Items and substances referred to in Paragraph 6(a) and items left unattended in the area of the Event Venue may be removed or destroyed by the Organiser or specialist services for security reasons at the expense of the person leaving the items or substances unattended, unless it is impossible to determine to whom they belong. If it is necessary to evacuate people from the exhibition halls or fairgrounds, the cost of such evacuation shall be borne by those who left such items unattended.
9. Participants are required to:
 - a) respect the marking of traffic routes and traffic-free areas subject to fire protection;
 - b) comply with traffic regulations that apply in the traffic area of the Event Venue;

- c) follow the instructions provided by the designated services for organisational and safety reasons (the need to protect property and ensure the safety of persons present at the Event Venue), e.g. concerning the evacuation of persons from the exhibition halls;
- d) follow the instructions of the Fire Brigade officers or representatives of other state services during evacuation, rescue operations or control and investigation activities.

Article 6. Processing of personal data

1. The Controller of Personal Data processed in connection with the organisation 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 register of entrepreneurs kept by the Regional Court in Poznań, Nowe Miasto and Wilda in Poznań, 8th Economic Division of National Court Registry, KRS number 0000202703 and registered as an active VAT payer under NIP (Tax Identification Number) 777-00-00-488, with share capital of PLN 377 346,000.00
2. Personal data of Participants shall be used in accordance with the conditions set out in the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (OJ L 119, 4.5.2016, p. 1–88, GDPR), Personal Data Protection Act of 10 May 2018 (i.e. Journal of Laws of 2019 Item 1781, as amended, PDPA), Polish regulations adopted to enable the application of GDPR, other applicable laws and the Regulations.
3. The Controller has designated a point of contact in the person of a Data Protection Officer appointed by MTP, who can be contacted using the email address: iod@grupamtp.pl.
4. The Controller of Personal Data shall not transmit personal data to any third country/international organisation. Personal data of the Participants shall not be subject to automated processing, including profiling.
5. In order to promote the Congress or the Organiser's activities, the Participants' personal data (concerning the image) may be transferred to the administrators of social networking websites, e.g. Facebook, Youtube, Twitter or LinkedIn. Administrators of these social networking websites are personal data controllers independent of the Organiser.
6. Providing personal data is voluntary, but failure to do so shall prevent the conclusion of the Agreement and participation in the Congress. The personal data provided in the application for participation/on-line registration shall be processed for the purpose of organization of the Congress. The basis for the processing of personal data is Article 6.1(b) of the GDPR – performance of the agreement (the acceptance of the Regulations and application for participation in the Congress, as well as receipt by the Organiser of the application and the participation fee is tantamount to the conclusion of the agreement). The Controller may also process personal data of the Participants in order to determine, defend or pursue claims in connection with the Congress, as well as for the promotion of the Congress, which is its legitimate interest (Article 6.1(f) of the GDPR). In that case, personal data shall be kept during the period of limitation for claims or criminal acts provided for in the legal regulations.
7. The Participant may give voluntary consents e.g. to the sending of commercial information by electronic means or direct marketing by phone. In such a case, the personal data shall be processed to the extent necessary to achieve the objective/objectives covered by the consent, until the withdrawal of the consent by the Participant. The basis for processing of personal data is Article 6.1(a) of the GDPR – voluntary, unambiguous, informed and specific consent of the data subject. The withdrawal of consent shall not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal.
8. The Participants have the rights to: a) access their data, b) rectify their data, c) withdraw their consent to data processing. Within the limits of the law, the Participant also has the right to object to the processing of his/her personal data where the Organiser processes the same for a purpose arising from its legitimate interest. The rights referred to above may be exercised by means of a written indication of requests sent to the address of the Controller.

9. The Participants are also entitled to lodge a complaint with the President of the Office for Personal Data Protection regarding the processing of their data by MTP as the Controller.

Article 7. Copyright

1. The Organiser grants the Participant, upon delivery of the Materials to the Participant, as part of the fee, a non-exclusive licence to use the Materials, without the right to grant sub-licences. The license may be terminated with a 1-month notice period. The minimum duration period of the license shall be 1 month.
2. Participants are entitled to use the Materials only for cognitive purposes and only to the extent necessary to use them for their intended purpose, in the following fields of use:
 - a) in the field of recording and reproducing the Materials – production of copies of the Materials using a specified technique, including printing, reprography, magnetic recording and digital technique;
 - b) in the field of introducing the Materials into the memory of a computer or other device, displaying them on the screen of a computer or other device.
3. The Participants shall not be entitled to distribute the Materials or make them available in any way outside the scope of permitted use under the law.
4. The Participants shall be obliged to use the Materials in a manner that complies with the Regulations and does not infringe the personal rights of their creators, in particular the right to authorship of the Materials. In particular, the Participants shall not be 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, to make any other changes to the Materials, or to incorporate the Materials into other works.
5. The Participants shall not be entitled to use the Materials in the course of a business or professional activity, except for cognitive purposes only.
6. Paragraphs 3-5 above do not prejudice the Participant's right to use the right of quotation, with the proviso that the Participant shall be 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 (i.e. Journal of Laws of 2022, Item 2509 - uniform text, as amended); in particular, each quotation should be accompanied by the name of the author and the source.
7. If the Participant intends to use the Materials in a manner that goes beyond the rights granted under the Regulations, the Participant shall be obliged to obtain the Organiser's prior consent expressed in writing or otherwise the Participant shall not be allowed to use the Materials in such a manner.
8. Without prior written consent of the Organizer (in written form, or otherwise the consent shall be null and void) or outside the scope of permitted use under the law, the Participant shall not be entitled to photograph, video record or otherwise record the Congress in any way.

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

1. The Consumer shall have the possibility to use out-of-court ways to deal with complaints and pursue claims. Among other things, the Consumer shall have the possibility to:
 - a) apply to a permanent amicable consumer court with a request to settle a dispute arising from the Agreement concluded;
 - b) apply to the regional Inspector of Trade Inspection for mediation proceedings in the matter of amicable settlement of the dispute between the Consumer and the Organiser;
 - c) use the assistance of a district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection;
 - d) use of out-of-court complaint and redress procedures via the ODR platform operating on the Internet at <http://ec.europa.eu/consumers/odr>.
2. The Consumer may find more detailed information about out-of-court complaint handling and redress at <http://www.uokik.gov.pl>.

Article 9. Changes to the Regulations

1. The Organiser reserves the right to change the provisions of the Regulations in the event of the occurrence of at least one of the following important reasons (closed catalogue):
 - a) change of the conditions of using the Service, not worsening the situation of the Participant in comparison with the previous one;
 - b) the need to update the Organiser's data specified in the Regulations;
 - c) change of the way of using the Service connected with the appearance of new functionalities or deletion of the current ones;
 - d) change of law which regulates the conduct of activity by the Organiser or which affects the mutual rights and obligations of the Organiser and the Participant, or issuance of a judgement or a decision which may affect the conduct of activity by the Organiser and, consequently, the mutual rights and obligations of the Organiser and the Participant;
 - e) change in the way the Service operates, resulting from objective and independent reasons of technical or technological nature.
2. The Organizer shall give notice of any change to the Regulations by publishing the new version of the Regulations at www.h2poland.com.pl, unless otherwise stipulated by the provisions of the applicable law, court judgement or decision of an authority. In the case of Participants who provided their e-mail address at the conclusion of the Agreement, information about changes to the Regulations shall be sent to the Participant's e-mail address.
3. A change 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 a specific Service by the Organizer.

Article 10. Final provisions

1. The Regulations shall be binding from 20 October 2023.
2. Regulations for Congress Participants are available on the website at www.h2poland.com.pl and at the Organiser's office.
3. These Regulations shall be governed by Polish law. This provision shall not apply to Consumers and Sole Traders.
4. Any disputes arising out of or connected with the Agreement, including its performance and interpretation, shall be settled by a common court of law competent for the registered office of MTP. This provision shall not apply to Consumers and Sole Traders.
5. None of the provisions of the Regulations shall limit the rights of the Consumer and Sole Trader which they are entitled to under the law. In the event of the existence of such a provision, the provisions of commonly applicable law shall apply, in particular the Civil Code and the Consumer Rights Act.