

Regulations
for Conference Participants
„Polish Real Estate Forum 2023“ 19-20 June 2023

§ 1. General provisions

1. The Regulations apply to Participants in the "Polish Real Estate Forum 2023" Conference on 19-20 June 2023, hereinafter referred to as the **Conference**, organised by: Nowy Adres sp. z o. o. with its registered office in Warsaw (00-833), ul. Sienna 75, entered in the register of entrepreneurs of the National Court Register under the KRS number 0000977994, whose registration files are kept by the District Court for the capital city of Warsaw in Warsaw, XII Economic Division of the National Court Register, with NIP number: 5272385577, REGON number: 015242444, hereinafter referred to as the **Organiser**.
2. The Conference will be held on 19-20 June 2023 in Sopot on the premises of Sheraton Sopot Hotel. The official website of the Conference can be found at: <https://frn.pl>
3. The Organiser reserves the right to cancel, shorten or postpone the Conference or change its venue, and also to make changes to the Conference programme and undertakes to inform about it on the Website, and if changes concerning the cancellation or postponement of the Conference or involving the venue take place after registration has been made - it will also inform electronically by sending an e-mail to the address specified in the application form, with due notice.
4. The terms used in the Regulations shall have the following meanings:
 - a) **Conference** – the „Polish Real Estate Forum 2023“ conference, an event organised by the Organiser with the aim of increasing knowledge and exchanging experiences among Participants, to be held on 19-20 June 2023 in Sopot on the premises of Sheraton Sopot Hotel;
 - b) **Consumer** – a Participant who is a natural person and has registered for participation in the Conference for a purpose not directly related to their economic or professional activity, to which the provisions of the act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2020, item 287) apply;
 - c) **MatchMaker** – a system provided by the Organiser for Participants to arrange individual business meetings;
 - d) **Materials** – Conference-related text or graphic materials provided to the Participant, including industry reports;
 - e) **Event venue** – Sopot, premises of Sheraton Sopot Hotel, Powstańców Warszawy 10, 81-718 Sopot;

- f) **Sole Trader** – a Participant who is a natural person and has registered for participation in the Conference for a purpose directly related to their business activity, when at the same time the application indicates that it is not of a professional nature for this person, resulting in particular from the subject of their business activity, to which the provisions of the act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2020, item 287) apply;
- g) **Website** – the official website of the Conference at: <https://pressummit.pl>, which contains all information concerning the Conference and where the Participant can register online.
- h) **Participant** – a legal person or a natural person conducting business activity, who has registered for participation for a purpose directly related to their business activity and has paid the relevant fee for participation in the Conference, or has been invited by the Organiser;
- i) **Service** – the service provided by the Organiser under the terms specified in the Regulations, i.e. the service of selling the right to participate in the Conference to the Participant and optionally the service of providing access to Materials;
- j) **Physical defect** – a defect involving non-conformity between the sold product and the agreement; in particular, the sold product does not conform to the agreement if it does not have the properties that this type of product should have due to the purpose specified in the agreement or resulting from the circumstances or intended use, it does not have the properties that the seller assured the buyer of, it is not suitable for the purpose of which the buyer informed the seller at the conclusion of the agreement and the seller did not make reservations as to such purpose, it was provided to the buyer in an incomplete condition;
- k) **Legal defect** – a defect where the sold product is the property of a third party or is encumbered with a right of a third party, or there is a limitation in the use or disposal of the product which results from a decision or ruling of a competent authority;
- l) **Order** – a legal relationship that arises between the Organiser and the Participant as described in § 2 of the Regulations; the subject of the Order is the sale of the right to participate in the Conference.

§ 2. Participation in the Conference

1. Only a person who has registered for participation and paid the appropriate fee in accordance with the Regulations can be a Participant in the Conference.
2. Participation in the Conference is conditional on:
 - a) registration with the Organiser's sales representative or online via the Website and
 - b) payment of the relevant fee.
3. The Organiser reserves the possibility of closing the registration early in the event that the limit of places at the Conference has been reached.

4. A Participant can register online 24 hours a day, 7 days a week, except when the Website is unavailable due to reasons beyond the Organiser's control.
5. Correct registration with the Organiser's sales representative or online includes the acceptance of these Regulations and the provision of the following details of the applicant:
 - (a) first name and surname,
 - b) e-mail address,
 - c) telephone number,
 - d) if a business activity is conducted: company name and address – street, apartment number, city, country, tax identification number (NIP).
6. Payment of the fee shall be made by bank transfer upon registration for participation.
7. The contract for the sale of the right to participate in the Conference (Order) is concluded at the moment the Participant makes payment and a confirmation of the purchase is received from the Organiser's sales representative or, in the case of online registration, the Participant makes payment and receives a confirmation of the purchase to the e-mail address indicated in the application form.
8. Failure to pay the full fee for participation in the Conference shall result in the Organiser's refusal to accept the application. In case of doubts, in particular when the limit of places at the Conference has been exhausted, the order is determined by the time of submission of the application form.
9. The amount of fees for participation in the Conference is specified on the Website and in the Organiser's commercial offer.
10. Journalists are entitled to enter the Conference free of charge only after they have been granted accreditation. Accreditation is granted first to editorial offices cooperating with the Organiser. Other media representatives may apply for accreditation by completing the form available on the Website under the „For the Media“ tab.
11. The Conference Participant covers the costs of travel, transfers, stay and accommodation on their own.
12. By accepting the Regulations and participating in the Conference, the Participant authorises the Organiser and entities cooperating with the Organiser in the organisation of the Conference to use, record, process, reproduce, disseminate their image free of charge as well as the image of minors under the Participant's custody, recorded in the form of photography or video recording, and grants the Organiser a non-exclusive, territorially and temporally unlimited, free licence to use their image as well as the image of minors under the Participant's custody recorded in connection with their participation in the Conference for informational, promotional and advertising purposes related to the Conference or the Organiser's activities in the following fields of use:

- a) recording and multiplication by any known technique and dissemination in any form,
 - b) entering into computer memory and multimedia network,
 - c) multiplying the recording of the captured image,
 - d) public exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making it publicly available in such a way that everyone can have access to it at a place and time of their own choosing, in particular on social networking sites administered by the Organiser, e.g. Facebook, Instagram, LinkedIn, etc,
 - e) posting and publication in the press, on websites, posters and billboards, social networks,
 - f) broadcasting in television and radio transmissions.
13. By registering to participate in the Conference and accepting the Regulations, the Participant agrees to register in the MatchMaker system.
14. When registering for participation, the Participant may give separate consent to the processing of personal data for purposes other than those mentioned above (e.g. marketing purposes related to the organisation of other events by the Organiser).
15. The Organiser shall not be liable for any damage incurred by the Participants as a result of their failure to comply with instructions issued by the Organiser's services in situations of threats to the safety of persons and property, e.g. following an order to evacuate people from the Event venue.
16. The exclusion of the Organiser's liability for the aforementioned reasons is not affected by security measures taken at the Event venue (technical safeguards, security services, monitoring).

§ 3. Liability and complaints

1. The Organiser is obliged to provide the Services free of Physical and Legal 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 arising from the Regulations to the extent caused by force majeure.
4. The Organiser shall not be liable for any damage to another Participant, third parties or property caused by any of the Participants.
5. In connection with the provision of the Services, the Organiser shall be liable under the general principles set out in the Civil Code.
6. None of the provisions of the Regulations limit the rights of the Consumer and the Sole Trader to which they are entitled under applicable law.
7. The Consumer and the Sole Trader have the right to lodge a complaint in relation to the organisation and conduct of the Conference.
8. The Organiser is the entity responsible for considering complaints.

9. A complaint should contain data that makes it possible to identify the person who submits it, the subject of the complaint and the related demands. The Consumer and the Sole Trader should include the following in the content of the submitted complaint:
 - a) their identification data, i.e. name, surname and company,
 - b) contact details: e-mail address and telephone number,
 - c) description of the reason for the complaint.
9. In the event an incomplete complaint is received, the Organiser will ask the Consumer or the Sole Trader to complete it under pain of leaving the complaint unprocessed.
10. The complaint shall be considered by the Organiser without delay, but no later than within 14 days of receipt of the complete complaint sent by post to the Organiser's registered office address or by electronic mail (e-mail) to kontakt@nowyadres.pl. The expiry of the aforementioned deadline does not extinguish the claims and does not affect the right of the Consumer and the Sole Trader to pursue any claims through judicial or extrajudicial proceedings.
11. Information about the consideration of the complaint shall be communicated to the Consumer and the Sole Trader to the e-mail address they have indicated or in any other manner indicated by the Consumer or the Sole Trader.
12. If the complaint by the Consumer or the Sole Trader is accepted, all or part of the fee paid shall be refunded.
13. If the Organiser dismisses a complaint lodged by the Consumer or the Sole Trader, they may use judicial and extrajudicial means to pursue their claims, in accordance with the information contained in § 8 of the Regulations.

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

1. 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 another event organised by the Organiser, and the Organiser does not refund the fee paid.
2. In the event the Conference is cancelled, the Organiser shall notify the Participant of this fact and the Participant shall be entitled to:
 - a) a refund of the fee paid as specified in paragraph 4 below, or
 - b) participate in another Conference scheduled by the Organiser or an event organised by the Organiser for the fee paid in an amount corresponding to the value of the participation fee originally paid.
3. In the event the date or venue of the Conference is changed, the Organiser shall notify the Participant of this fact and the Participant shall be entitled to:
 - a) a refund of the fee paid as specified in paragraph 4 below, or

- b) participate in the Conference at the date and location suggested by the Organiser for the fee paid in an amount corresponding to the value of the participation fee originally paid.
- 4. In order to exercise the right to a refund of the fee paid due to cancellation of the Conference or a change of its date or location, the Participant shall notify the Organiser of this fact by post or electronic mail (e-mail) within 7 days of receiving notification from the Organiser. The Organiser shall, within 14 days of receiving from the Participant the information referred to in the preceding sentence, refund the fee paid to the bank account from which the payment for the Service was made, unless the Participant expressly indicates a different account number to which the fee shall be refunded.
- 5. In particularly justified cases, due to factors beyond the Organiser's control, i.e. in the event that an appearance is cancelled by a person who was scheduled to give a lecture or speech (i.e. a person who was supposed to headline the Conference), the Organiser may cancel the Conference, change its date or alter the programme.
- 6. A change in the programme of the Conference shall not be grounds for withdrawal from participation and claiming a refund of the fee paid.
- 7. Pursuant to Article 38(12) of the act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2020, item 287, as amended), the Participant (Consumer or Sole Trader) who concludes an agreement (Order) through the Website, i.e. off-premises or remotely, is not entitled to withdraw from the agreement (Order) without giving any reason, as specified in Article 27 of this act. This exclusion applies to entertainment, sports and cultural events if the agreement (Order) specifies the day of the event, which the Organiser does in the Regulations with regard to the Conference.

§ 5. Rules of order

- 1. The Participants are forbidden from recording (photographing, filming, sound recording) any part of the Conference programme by means of any audio-visual media, unless the Participant obtains appropriate permission from the Organiser. If the aforementioned activities may cause disruption in the organisation and conduct of the Conference, the Organiser may issue an order to stop them.
- 2. During the Conference, the Participants are forbidden from carrying out any commercial, canvassing, advertising, promotional, agitation and fundraising activities which have not been agreed with the Organiser, as well as activities that are contrary to applicable law.
- 3. It is prohibited at the Event venue:
 - a) to bring in and use weapons, ammunition, pyrotechnic materials and harmful chemical substances, as well as open fire, which pose a fire and property damage risk and endanger the health and life of people;

- b) to bring in alcohol and to distribute and use intoxicants;
 - c) to disturb public order (e.g. loud, aggressive behaviour);
 - d) to bring in animals, as well as bicycles, etc.;
4. It is prohibited to leave unattended any objects, including luggage and other possessions.
 5. Objects and substances referred to in paragraph 3(a) above and objects left unattended at the Event venue may, for safety reasons, be removed or destroyed by the Organiser or specialised services at the expense of the person who had left the objects or substances, unless it is not possible to establish whom they belong to. If it is necessary to evacuate people from the Event venue, persons who had left the objects will be charged with the costs of such evacuation.
 6. Participants are obliged to:
 - a) carry out the order instructions issued by employees, persons employed by the Organiser or entities cooperating with the Organiser in the organisation of the Conference for organisational and safety reasons (the necessity to secure property and ensure the safety of people present at the Event venue), e.g. concerning the evacuation of people from the conference rooms;
 - b) carry out the orders of Fire Brigade officials or other state services during evacuation, emergency operations or control and investigation activities.

§ 6. Processing of personal data

1. The Administrator of the personal data processed in connection with the organisation of the Conference is: Nowy Adres sp. z o. o. with its registered office in Warsaw (00-833), ul. Sienna 75, entered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000977994, whose registration files are kept by the District Court for the capital city of Warsaw in Warsaw, XII Economic Division of the National Court Register, with NIP number: 5272385577, REGON: 015242444.
2. Participants' personal data will be used in accordance with the conditions set out 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, hereinafter referred to as the **GDPR**), the act of 10 May 2018 on the protection of personal data (i.e. Journal of Laws of 2019, item 1781, as amended, hereinafter referred to as the **UODO**), Polish regulations adopted to enable the application of the GDPR, other applicable laws and the Regulations.
3. The personal data Administrator has appointed a Data Protection Inspector, who can be contacted on matters related to the processing and protection of personal data at iod@nowyadres.pl or

kontakt@nowyadres.pl, or in writing, at the address of the personal data administrator's registered office.

4. The personal data Administrator does not pass the data to a third country/international organisation. Participants' personal data will not be subject to automated processing, including profiling.
5. Provision of personal data is voluntary, but failure to do so will prevent the conclusion of the contract (Order) and participation in the Conference. Personal data provided in the registration form will be processed for the purpose and to the extent related to the organisation of the Conference. Personal data is processed for the following purposes:
 - a) to conclude and execute, under the terms of the Regulations of the Conference, an agreement (Order) for the performance of services of participation in Conferences and industry meetings (acceptance of the Regulations and applying for participation in the Congress as well as the Organiser's acceptance of the application and participation fee constitute the conclusion of an agreement) – the basis for the processing of personal data is Article 6(1)(b) of the GDPR;
 - b) to answer questions asked by the Participants and other people involved in the Conference, as well as to perform duties related to complaints concerning the performance of services – the basis for the processing of personal data is Article 6(1)(b) of the GDPR;
 - c) arising from legal provisions – the basis for the processing of personal data is Article 6(1)(c) of the GDPR;
 - d) for archiving and reporting purposes as well as for establishing, pursuing and defending against claims relating to the organised Conference, ensuring the safety of people and property – the basis for the processing of personal data is Article 6(1)(f) of the GDPR;
 - e) for the promotion of the Conference – the basis for the processing of personal data is Article 6(1)(f) of the GDPR;
6. The Participant may voluntarily give consent, e.g. to the sending of commercial information by electronic means or telephone-based direct marketing. In this case, personal data will be processed to the extent necessary to fulfil the purpose(s) consented to, until the Participant withdraws consent. The basis for the processing of personal data is Article 6(1)(a) of the GDPR – voluntary, unambiguous, conscious and specific consent of the data subject.
7. The withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before its withdrawal.
8. The Participants are entitled to:
 - a) access their data,

- b) rectify their data,
- c) transfer their data,
- d) have their data deleted or their processing restricted,
- e) withdraw their consent to data processing.

The Participant, within the bounds of the law, also has the right to object to the processing of their personal data in case the Organiser processes it for the purpose resulting from their legitimate interest. The exercise of these rights may be carried out by sending a written statement of demands to the address of the personal data Administrator.

9. The Participants also have the right to lodge a complaint to the President of the Office for Personal Data Protection (ul. Stawki 2, 00-193 Warsaw) regarding the processing of their data by the personal data Administrator.
10. Personal data processed for the purpose and to the extent related to the organisation of the Conference shall be processed for a period no longer than necessary for the performance of services and a period resulting from legal provisions relating e.g. to the expiry of the deadline for pursuing potential claims arising from the concluded agreement (Order) and the fulfilment of archiving obligations. After this time, the personal data is deleted.

§ 7. Copyright

1. The Organiser grants to the Participant, upon delivery of the Materials, within the fee paid, a non-exclusive licence to use the Materials, without the right to grant sub-licences.
2. The licence may be terminated upon one month's notice. The minimum duration of the licence is 1 month.
3. The 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) with regard to recording and reproducing the Materials – production of copies of the Materials using a specific technique, including printing, reprography, magnetic recording and digital technique;
 - b) entering the Materials into the memory of a computer or another device, displaying on the screen of a computer or another device.
4. The Participants are not entitled to disseminate the Materials or make them available in any way beyond the scope of permitted use under the law.
5. The Participants are obliged to use the Materials in a manner that is consistent 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 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, to make any other changes to the Materials, or to incorporate the Materials into other works.

6. The Participants are not entitled to use the Materials as part of their business or professional activity, except for cognitive purposes.
7. Paragraphs 3 to 5 above do not prejudice the Participant's right to exercise the right to quote, with the reservation 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 (i.e. Journal of Laws of 2021, item 1062, as amended), and in particular each quotation should be accompanied by the name and surname of the author and the source of the quotation.
8. If the Participant intends to use the Materials in a manner that goes beyond the rights granted under the Regulations, they are obliged to obtain the prior consent of the Organiser expressed in writing under pain of invalidity.
9. The Participant is not entitled – without prior written consent of the Organiser (written form under pain of invalidity) or outside the scope of permitted use under the law – to photograph, film or otherwise record the Conference.

§ 8. Out-of-court ways of dealing with complaints and pursuing claims

1. The Consumer and Sole Trader has the possibility to use out-of-court ways of dealing with complaints and pursuing claims. The options available to the Consumer and the Sole Trader include:
 - a) to apply to a permanent arbitration consumer court to resolve a dispute arising from the Order;
 - b) to apply to the voivodeship inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Consumer or the Sole Trader and the Organiser;
 - c) to use the assistance of a district (city) consumer ombudsman or a social organisation whose statutory tasks include consumer protection;
 - d) to use out-of-court ways of dealing with complaints and pursuing claims through the online-based ODR platform at <http://ec.europa.eu/consumers/odr>.
2. Detailed information on out-of-court ways of dealing with complaints and pursuing claims can be found at <http://www.uokik.gov.pl>.

§ 9. Provision of services by electronic means

1. The Organiser provides electronic services through the Website in the form of enabling registration for the Conference via an appropriate form.
2. The contract for the provision of electronic services in the form of enabling registration for the Conference via an appropriate form is concluded for a specified period of time and terminates when the Participant places an Order or ceases to place an Order.
3. The Participant may lodge complaints regarding the provision of electronic services through the Website by sending complaints by post to the Organiser's registered office address with the annotation "Electronic services - COMPLAINT" or by electronic mail (e-mail) to: kontakt@nowyadres.pl.
4. The complaint will be considered within 14 days of its receipt by the Organiser. The Participant will be notified in writing of the outcome of the complaint procedure at the address provided to the Organiser. The Organiser's decision is final.
5. Pursuant to Article 8(3)(2)(b) of the act of 18 July 2002 on provision of services by electronic means (i.e. Journal of Laws of 2020, item 344), the Participant who uses the Website is obliged not to post illegal content on the site.

§ 10. Changes to the Regulations

1. The Organiser reserves the right to amend the provisions of the Regulations in the event that at least one of the following important reasons occurs:
 - a) a change in the conditions for using the Service, which does not worsen 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) a change in how the Service is used related to the introduction of new functionalities or the removal of existing ones;
 - d) a change in the applicable law which regulates the conduct of business by the Organiser or which affects the mutual rights and obligations of the Organiser and the Participant, or the issuance of a judgment or decision which may affect the conduct of business by the Organiser and consequently the mutual rights and obligations of the Organiser and the Participant;
 - e) a change in the way the Service operates, resulting from objective and independent reasons of a technical or technological nature.
2. The Organiser will notify of a change to the Regulations by publishing the new version of the Regulations on the Website, unless the provisions of applicable law, a court ruling or a decision of an authority state otherwise. In the case of those Participants who provided their e-mail address when placing an Order, information on amendments to the Regulations together with their amended version will be sent to the Participant's e-mail address.

3. Amendments to the Regulations are binding for the Participant from the time of publication of the new version of the Regulations on the Website.

§ 11. Final provisions

1. The Regulations are effective from 01 January 2023.
2. The Regulations for Conference Participants are available on the Website and at the Organiser's registered office.
3. Any disputes arising out of or related to the Order, including its performance and interpretation, shall be settled by a common court competent for the Organiser's registered office.
4. None of the provisions of the Regulations limit the rights of the Consumer and the Sole Trader to which they are entitled by law. Should a provision of this nature be found to exist, the provisions of generally applicable law shall apply, in particular the civil code and the act on consumer rights.