

POLISH-GERMAN BUSINESS FORUM

Warsaw, July 2, 2024

RULES OF PARTICIPATION

STATEMENTS





Rules of participation in the Polish-German Business Forum

Warsaw, July 2, 2024

§1 Basic definitions

Whenever the following terms are referred to in the content of these Terms and Conditions, they are understood as:

1. **Agency** – The Polish Investment and Trade Agency S.A. with its registered office in Warsaw at 50 Krucza Street, 00-025 Warsaw.
2. **Applicant** – An entrepreneur applying for the opportunity to participate in the Polish-German Business Forum in Warsaw, 2 July 2024.
3. **Forum** – Polish-German Business Forum to be held on July 2, 2024 at the Sheraton Grand Hotel at 2 Prusa Street in Warsaw.
4. **Participant** – An entrepreneur using a dedicated conference space at the Polish-German Business Forum in Warsaw, July 2, 2024.tags.
5. **Organizer** – The Polish Investment and Trade Agency S.A. with its registered office in Warsaw at 50 Krucza Street, 00-025 Warsaw.
6. **Service or Benefit** – enabling the Agency to use the conference space at the Polish-German Business Forum and services related to the presence at the Forum free of charge.

§2 General provisions

1. The administrator and operator of the conference space is the Polish Investment and Trade Agency S.A. with its registered office in Warsaw at 50 Krucza Street, 00-025 Warsaw, hereinafter referred to as the "**Agency**" or "**PAIH S.A.**".
2. The Terms and Conditions of participation in the Polish-German Business Forum, hereinafter referred to as the "**Regulations**", set out the rules for participation in the event and the use of related services.

§3 Method of applying for participation in the event

1. Application Process:
 - The applicant shall fill in the electronic application form available on the Agency's website by 23:59 on 27th June 2024.
 - The Applicant agrees to the rules of using the Service set out in the Statement and these Terms and to comply with all guidelines and guidelines specified by the Agency.
 - The applicant applying for the use of the Service should meet the criteria set out in §4 of the Terms and Conditions.





§4 Method of making decisions on the Applicant's participation in the Forum

1. The decision to qualify the Applicant to attend the Forum is made by a Committee composed of representatives of PAIH S.A. on the basis of an assessment of correctly completed information sent by the Applicant (the application form).
2. When selecting the Applicants, the Committee composed of representatives of PAIH S.A. take into account the criterion of the company's business profile and verifies whether the product or service presented by the Applicant fits into the subject of the Forum.
3. Information about the positive or negative decision of the Commission is provided to each Applicant by e-mail. The Commission's decision is final and cannot be appealed.
4. If the Agency does not select a sufficient number of Forum Participants, the Agency reserves the right to announce supplementary recruitment – in such a situation, the Applicants will be entitled to fill in the application form available on the Agency's website within five days of its publication. The Agency will notify the Agency of the opening of the supplementary registration on the Agency's website. The provisions indicated in paragraphs 1-3 above shall apply accordingly.
5. In a situation where the number of Applicants exceeds the number of possible Forum Participants, the unqualified entities are placed on the reserve list in the order determined by the Committee.
6. In the event that a qualified Applicant resigns from participation in the Forum, the Agency will address the next Applicants placed on the reserve list with a proposal to participate in the Session.
7. In the event of unjustified resignation from participation in the Forum, the Participant acknowledges that this decision may be taken into account for other events organized by the Polish Investment and Trade Agency for which he/she decides to apply in the future, and may be a factor influencing his/her qualification for participation in subsequent events.
8. The Agency has the right to cancel the enrollment in the event of a Force Majeure event or the Agency's decision to discontinue/cancel the Forum. In such a case, the Agency does not bear any liability towards the qualified Applicant/Participant, which in particular concerns the liability for damages for the costs incurred in connection with the organization of participation in the Forum and liability for lost profits.
9. "**Force Majeure**" shall mean an event external to the Party, of a nature beyond the control of the Party, which the Party could not have foreseen and which cannot be avoided or the effects of which cannot be prevented, insofar as this event has an impact on the performance of the Agreement, such as, in particular, natural disasters, state of epidemic or epidemic threat, war, terrorist threat.

§5 Rules for the use of space

1. Forum Participant is obliged to:
 - a) read and comply with these Terms and Conditions,
 - b) designate a responsible person to liaise with the Agency,
 - c) immediately communicate to the Agency any changes to the representatives and details of the company authorized to use the Benefit,
 - d) maintaining safety and order,





- e) immediately report to the Agency the event of any destruction or damage to the equipment of the Polish-German Business Forum and cover all costs related to the culpable damage that occurred.
2. The participant uses the conference space at the Polish-German Business Forum indicated by the Agency.
3. The use of the Service is free of charge for the Participant.

§6 Liability

1. The Agency is not responsible for damage or loss of movable items brought by the Participant to the Polish-German Business Forum. The Agency does not provide protection, including supervision over the Participant's property brought to the Polish-German Business Forum.
2. The Agency shall not be liable to the Participant in the event of cancellation of the Forum or shortening of its duration for reasons beyond its control, in particular as a result of Force Majeure.
3. The participant is obliged to immediately inform the Agency about any damage that occurred within the designated conference space.
4. In the event of a breach of the Regulations, the Participant may be charged with the costs of repairs of damaged property, in the amount documented by the Agency.
5. The participant is fully responsible for any damage caused by his own fault in connection with the sharing of the conference space towards the Agency and other users of the conference space of the Polish-German Business Forum.
6. The Participant's liability for culpable damage to any element of the conference space during the Polish-German Business Forum is not limited and means the need to cover the full damage in the amount not lower than that suffered by the Agency towards another Participant or other entities using the conference space.

§7 Personal data protection

1. The Agency processes the personal data of the participants in accordance with 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 (General Data Protection Regulation) (OJ L 119, p. 1), hereinafter referred to as Regulation 2016/679. The information clause constitutes Appendix No. 1 to the Regulations.
2. The processing of the Participants' personal data in the form of an image, in particular through its recording, use and dissemination in the form of a photograph or film recorded during the Event by the Polish Investment and Trade Agency S.A. with its registered office in Warsaw, Krucza 50 (00-025 Warsaw) takes place on the basis of Article 6(1)(f) of Regulation 2016/679 in connection with voluntary consent (consent is expressed through participation in the Event) on the basis of Article 81 of the Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws of 2022, item 2509). The consent in question may be withdrawn at any time. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.





§8 Final provisions

1. In justified cases, the Agency reserves the right to change the dates of the Event agreed with the Participant indicated in these Regulations. The participant will be informed about this fact by phone or e-mail address indicated in the application form. Changes in the scope of: location, concept of promotion do not constitute the basis for any claims against PAIH S.A.
2. All organizational issues not regulated in the Regulations are resolved by the Agency.
3. Issues not regulated in the Terms and Conditions shall be governed by the generally applicable provisions of Polish law.
4. The Terms and Conditions are subject to and will be interpreted in accordance with Polish law.
5. Any disputes arising under the Terms and Conditions shall be resolved in the first place in an amicable form.
6. Any disputes arising under the Regulations, not resolved in an amicable form, will be resolved by the Polish common court competent for the Agency's registered office.
7. During the Forum, photographs and recordings may be taken (hereinafter: "**Materials**"). Materials showing the logos and trademarks of the Participants may be used by the Agency free of charge in order to inform about the Forum and promote future events of a similar nature to the Forum on the Agency's website, the Agency's profiles on social networks (e.g. Facebook, Twitter, LinkedIn, Youtube) and in various media (documents, publications, industry portals, etc.). The Participant agrees to the dissemination of such Materials by publishing them by the Agency on the Agency's website and social media profiles during and after the Forum for promotional or informational purposes.
8. Natural persons participating in the Polish-German Business Forum agree to the free dissemination of their image recorded on photographic materials as well as materials recorded with the use of image and sound recording devices disseminated through the Agency's website, the Agency's profiles on social networks (e.g. Facebook, Twitter, LinkedIn, Youtube) for information and promotional purposes related to the Agency's activities.

Attachments:

1. An entrepreneur's declaration of consent to the use of their logotype;
2. Declaration of a natural person on consent to the dissemination of their image.





Appendix No. 1

THE ENTREPRENEUR'S DECLARATION OF CONSENT TO THE USE OF THEIR LOGOTYPE

In connection with the promotional activities during the Polish-German Business Forum, I agree, on behalf of the entity we represent, to the free use and dissemination of the Entrepreneur's logo by the Polish Investment and Trade Agency (PAIH S.A.) for the purposes of information and promotional activities related to the activities of PAIH S.A. without the need to approve them each time. By giving your consent, the logotype may be placed on the website of PAIH S.A. and on PAIH S.A. profiles in social media, including in particular Facebook, Twitter, LinkedIn, YouTube, and used in other promotional materials. This consent covers all forms of publication, in particular advertising posters, leaflets, printed promotional materials, TV spots, advertising in newspapers and magazines and on the Internet, etc.

The consent is not limited in time or territory.

Appendix No. 2

THE DECLARATION OF A NATURAL PERSON ON CONSENT TO THE DISSEMINATION OF THEIR IMAGE

In connection with my participation as an Entrepreneur's Representative in the Polish-German Business Forum in Warsaw, on July 2, 2024, I consent to the free recording, use and dissemination of my image/voice/speech by the Polish Investment and Trade Agency (PAIH S.A.) for the purposes of information and promotional activities related to the activities of PAIH S.A. without the need to approve them each time.

By giving your consent, photographs, films or recordings made during the Forum and meetings related to it may be posted on the website of PAIH S.A., PAIH S.A. profiles on social networking sites and Foreign Trade Offices of PAIH S.A. and used in promotional materials. This consent covers all forms of publication, in particular advertising posters, leaflets, printed promotional materials, TV spots, advertising in newspapers and magazines and dissemination on the Internet, etc. My image can be used for various forms of electronic image processing, framing and composition, without the obligation to accept the final product, but not in forms that are offensive or generally considered unethical.

This consent is not limited in time or territory.

I hereby waive all claims (existing and future), including remuneration against PAIH S.A., for the use of my image/voice/speech for the purposes specified in the statement.

I declare that I am of legal age and unlimited in legal capacity, and that I have read and fully understand the above content.

