

Terms and conditions

ByteMyCode 2022

These rules set out the terms and conditions of using the website of the ByteMyCode 2022 Conference available at www.bytemycode.pl and are an integral part of any agreements executed by PROIDEA through the Website.

These Rules and Regulations determine the conditions of use of the Internet service for the ByteMyCode conference and conditions of participation at ByteMyCode 2022.

I. Definitions

For the purpose of these Rules, the following terms shall have meanings ascribed to them below:

1. **Agenda** - shall mean a detailed programme of the Conference defined by PROIDEA, made available on the Website after determining some or all of the Speakers. The Agenda is indicative and is subject to change;
2. **Form** - web form available on the Website that enables a person who made a correct Application provide data required to send a conference pack, which includes: name and surname, address, and size/type, if applicable;
3. **Conference** - shall mean Java conference under the name ByteMyCode 2022 organized by PROIDEA on **27.10.2022** stationary in Manggha in Cracow;
4. **Website** - shall mean the website available at <https://bytemycode.pl> containing information on the Conference and making it possible to register for participation in the Conference as a Participant or Speaker through the Platform;
5. **Registration Platform** - shall mean a website available at: <https://eventory.cc/event/byte-my-code-2022> , to which a user is redirected from the Website to register for participation in the Conference as a Participant or Speaker (Registration). Redirection to the Platform takes place after clicking on the "**Registration**" tab on the Website and starting the Registration process on the Website. The Platform is provided by Eventory Polska Sp. z o.o. of Kraków.
6. **Communication platform** - dedicated application delivered by third party, each time indicated in case of a specific Conference, used for communication between interested Participants, Speakers and PROIDEA;
7. **Video conferencing platform** - platform used for video conferences that also allows individual contact between Participant and Speaker, through which the Conference is carried out. The type of Video conferencing platform is indicated each time in information regarding the Conference;

8. **Speaker** - shall mean an adult natural person authorised to give a lecture during the Conference, selected by PROIDEA in accordance with the procedure referred to in Section V of these Rules;
9. **PROIDEA** - shall mean PROIDEA Sp. z o.o. of Kraków, with its registered office at ul. **Zakopiańska 9, 30-418** Kraków (Poland), entered in the Business Register maintained by the District Court for **Kraków-Śródmieście in Kraków under No. KRS 0000448243**, holding Tax Identification Number (NIP): 6793088842, with the share capital of PLN 10,000, paid in full, organizer of the Conference and owner of the Website;
10. **Privacy Policy** - document available on the Website at <https://bytemycode.pl> which sets out the rules, goals, and basis of processing of personal data of Users, Participants, and Speakers, as well as rights of data subjects and other information regarding processing of personal data on the Website;
11. **Rules** - present rules;
12. **Website** - web page available at <https://bytemycode.pl> where information about the Conference is published, which enables submitting an Application by using the provided tools and participating in the Conference online;
13. **Participant** - shall mean an adult natural person entitled to participate in the Conference and receive additional benefits specified in detail in Section IV of these Rules.
14. **User** - shall mean an adult natural person using the Website;
15. **Applicant** - natural person, legal person or organizational unit without legal entity, with legal capacity granted by regulations, submitting an Application on behalf of themselves or for a third party.
16. **Application** - filling out the form available on the Platform, which enables providing data necessary to participate in the Conference.

II. General provisions

1. Using the Website and the services offered through the Website shall be deemed as approval of these rules (the "Rules") and the Privacy Policy. These Rules set out the terms of using the Website, as well as detailed rights and obligations of PROIDEA, Participants, Users, and Speakers;
2. All rights to the name of the Website, its graphic and functional concept, as well as rights to all text and graphic elements used on the Website, with the exception of elements provided by third parties (in particular logotypes of partners, media partners, sponsors, partner conferences etc.), are held by PROIDEA and may be used only with the consent (under a license) granted by PROIDEA.
3. In matters related to the use of the Website or participation in the Conference, Users may contact PROIDEA by e-mail, to the following e-mail address: kamila.post@proidea.org.pl

4. Reading the Rules and Privacy Policy is essential to perform an Application, and thus to participate in the Conference;
5. Users, Participants, Speakers, and PROIDEA are obliged to comply with these Rules;
6. Platform, Communication platform, and Video conferencing platform are collectively named in the Rules "Platforms".

III. Terms and conditions of using the Service and Platform.

1. PROIDEA provides through the Website electronic services including:
 - a. the possibility to read the information publicly available on the Website, in particular concerning the Conferences organized by PROIDEA,
 - b. the possibility to submit an Application for the Conference,
 - c. ordering conference materials.

Reading the information publicly available on the Website, in particular concerning the Conferences and Schedule, is possible for every Internet user.

2. PROIDEA provides a service allowing to submit an Application by redirecting the User to the Platform, and service allowing to order conference materials by sending a form to servers of the Website.
3. Using the Website and Platform, as well as services and tools available through them require access to the Internet and a device (personal computer, smartphone, tablet) equipped with an updated web browser. Using the Internet access may involve costs applied by User's Internet provider.
4. PROIDEA informs that normal course of the Conference requires stable and good quality Internet connection, thus is not responsible for low quality of Participants' and Speakers' connection that will impede or prevent participation in the Conference.
5. Using the Website and electronic services available through it is not attached with security threats of User's ICT system other than usual threats resulting from using the Internet, such as computer viruses, malware, attacks by third parties aimed at breaking the security of User's or Website's ICT system in order to illegally obtain information, including personal data.
6. In order to ensure secure data transmission through the Website, PROIDEA shall apply technical and organizational measures corresponding with the level of risks related to the use of the Website.
7. In order to prevent threats, including threats listed in paragraph 6 above, it is advised that Users use antivirus software and similar software protecting from these threats.
8. Users shall not abuse the Website, in particular:
 - a. transmit any content that would cause disruption or overload of the Website or systems used by entities that participate, directly or indirectly, in the provision of services by electronic means;

- b. transmit any content that could infringe on the personal rights of any third parties, or on any copyrights, intellectual property rights or business secrets, or that might in any other manner violate the law and order or be contrary to accepted principles of morality;
- c. transmit any content containing computer viruses and other malicious software, such as worms, trojan horses, keyloggers or other;
- d. transmit any content that would distribute unsolicited commercial information (SPAM) other illegal content - as well as transmit any other unlawful content.

IV. Participation in the Conference as a Participant.

As Conference Participant

1. Participation in the Conference as the Conference Participant entitles said person to take part in any and all sessions listed in the Agenda as well as to obtain additional benefits, as defined in detail in section IV.2. of the Rules and Regulations.
2. Additionally, each Participant shall be entitled to the following:
 - a. receive one set of conference materials;
 - b. take part in coffee and lunch breaks organized by PROIDEA on each of the days of the Conference. Catering shall be provided by PROIDEA;
 - c. enter the Conference after-party organized by PROIDEA (if provided)
3. Participants shall demonstrate conduct that does not pose a threat to the safety of others, in particular Participants shall comply with the ByteMyCode Rules.
4. Participants shall be prohibited from bringing and carrying any weapons or other dangerous items, explosives, pyrotechnic products, materials posing a fire risk, alcoholic beverages, intoxicants or psychotropic substances.
5. Each Participant shall wear a wristband and ID tag in a manner visible to the Organiser throughout the entire duration of ByteMyCode. If a Participant does not have a wristband or ID tag, the Organizer shall have the right to remove him or her from the area where the Conference is held. A Participant may not make its ID tag or wristband available to any other person, and the ticket to ByteMyCode shall be issued to the Participant's name and assigned to a given Participant. While in the area where ByteMyCode is held, each Participant shall carry his or her ticket in paper or electronic form to make it available for inspection by the Organiser.

V. Registration for participation in the Conference as a Conference Participant

1. Participation in ByteMyCode shall be subject to registration of a Participant(s). To do so, a User shall correctly fill in the registration form that can be found at the following URL address: <https://eventory.cc/event/byte-my-code-2022>
2. Registration begins at 10:00 a.m. on Tuesday, August, 2022 and ends at 5:00 p.m. on October 27, 2022.

3. Participation in the Conference as Conference Participant shall be subject to a charge. The cost of the participation is contingent on the time of registration. Participation costs is 30 zł NET and the entire amount goes to Hearty Foundation.

4. The cost defined in section V.3. applies to participation in the Conference by a single person.

5. To the cost defined in section V.3. A relevant amount of goods and services tax (VAT) shall be added, except in the cases when after the registration a User provides PROIDEA, via email to the address: kamila.post@proidea.org.pl with a declaration on financing participation in the Conference from public funds.

11. Payment of the Conference fee may be done in PLN.

12. Registration for participation in the Conference as the Participant may be done by the User by way of completing and submitting the electronic registration form available through the Platform.

13. The User, by choosing the appropriate User registration form, may either register as a natural person or as a legal person.

14. A User shall register other Participants based on their consent. A User registering Participants shall declare that he or she is the controller of the personal data of Participants, who have given their consent to their processing for the purpose of signing up for ByteMyCode.

15. In the User registration form for Participants available on the Platform and the Service, the User shall provide the following data: name and surname and e-mail address of a Participant (please provide a direct and up-to-date e-mail address as the ticket and organisational information related to CONFidence will be sent to that e-mail address), telephone number; and optionally also ID name, and other notes, as well as optionally the following details for billing purposes: company name, address, postal code, city/town, optionally: tax identification number (NIP). Company name and tax identification number (NIP) shall be provided for the purposes of obtaining an invoice where the submitted request concerns a company (a legal person, an organisational unit with no legal personality but having legal capacity, a natural person conducting economic activity). In the registration form the User may also provide the discount code (if he received it). If the User, despite having a discount code, fails to provide the code during the registration process, he loses the right to obtain the discount, and the registration process continues according to payment terms mentioned in section V.3.

16. Before the User registration form is submitted, the User shall be obliged to read and acknowledge the contents of the Rules and Regulations and Privacy Policy. By submitting a filled out form and mailing it to PROIDEA, the User presents PROIDEA with an offer to enter into the Agreement for Participation in the Conference.

17. By accepting these Rules consent is given to a free of charge and unlimited in time recording, reproduction, processing and distribution of a Participant's image for promotional and information purposes, recorded in photos and videos taken during CONFidence. Consent may be withdrawn by sending a written notice of withdrawal to Proidea's address at ul. Zakopiańska 9, 30-418 Kraków, no later than on the opening date of ByteMyCode.

18. Receipt the offer mentioned in section V.16., PROIDEA confirms by way of sending a message confirming the registration process to the User's email address. With the moment said message is mailed to the User, an Agreement for Participation in the Conference is entered into between the User - or a legal person represented by him - and PROIDEA. Upon sending such notice to the User an

agreement on participation in ByteMyCode shall be deemed executed between the Organiser and the User or the entity represented by the User in accordance with section V.14.

19. These Rules provide for the following payment methods:

- a. online payment: payment made using online payment systems (id:platnosci@proidea.org.pl); by payment card. This form of payment shall be processed by PayPal and PayU SA
- b. offline payment: payment by wire transfer.

20. In the case of an offline payment, within 7 days of the day of registration, PROIDEA shall send a pro forma invoice to the email address of the User. Payment for participation in the Conference must be made in a timely manner, to the bank account of PROIDEA, as indicated on the pro forma invoice. Payment may be executed immediately after obtaining PROIDEA's confirmation mentioned in section V.18 into the bank account of PROIDEA identified in the email message sent to the User, or via the internet payment systems.

21. Failure to cover the fee for participation in the Conference shall not be tantamount to resignation from participation and the User, or persons submitted for participation in accordance with section V.18, shall retain the right to participate in the Conference; in case of failure to provide resignation under the conditions defined in Rules and Regulations. PROIDEA shall retain the right to payment. In case when the payment is not provided within the term on the invoice, PROIDEA shall reserve the right to rescind the Agreement for Participation in the Conference without additional calls or setting an additional term of payment.

22. A User who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), shall have the right to rescind the agreement with the Organiser without incurring any costs and without stating any reason within 14 days from the date of entering into the agreement in accordance with section V.18. A statement of rescission of the agreement shall be made in writing. The User may use the form of the notice enclosed with these Rules (Appendix 2).

24. With reservation to pt. IV.23. A User who has paid for the participation in the event is authorized to resign from participating in the conference until 12.10.2022, and must do so by sending PROIDEA a written request to resign in the form of a registered letter (with the postal office) to PROIDEA's address or in electronic form to the email address rejestracja@proidea.org.pl. In the case of the registered letter, the deadline is assumed to be kept as long as the date of sending was before the aforementioned deadline. In the case of resignation hereby described, PROIDEA will refund the cost of the Conference registration fee. The refund should be obtained by the User within a timeframe of 90 days, and on the basis of the invoice accepted by the User.

RESIGNATION FORM

25. A User who has not paid for his or her participation in the event is authorized to resign from participation no later than 12.10.2022 and must send PROIDEA a written statement of withdrawal to the address rejestracja@proidea.org.pl.

26. The Organiser shall allow changes to be made in the list of Participants. Information on any change of Participants should be notified to the Organiser not later than 5 days before the commencement of ByteMyCode. Any change of Participants shall require the User to fill in a new registration form and provide information on the change of Participants to the following e-mail address: rejestracja@proidea.org.pl, including the details of the persons concerned.

V. Personal details.

1. PROIDEA shall process the personal data of Participants in the scope and on the terms indicated below and specified in detail in the Privacy Policy.
2. The entity acting as the Controller of personal data shall be PROIDEA Sp. z o.o. **of Kraków, with its registered office at ul. Zakopiańska 9, 30-418 Kraków**, entered in the Business Register maintained by the District Court for **Kraków-Śródmieście** in Kraków under No. KRS 0000448243, holding Tax Identification Number (NIP): 6793088842, with the share capital of PLN 10,000, paid in full.

VI. Complaints.

1. The User may lodge complaints to the following e-mail address: biuro@proidea.org.pl or in writing, to the registered address of PROIDEA.
2. A complaint concerning the Conference proceedings may be submitted within 30 days after the end of the Conference. A complaint shall be deemed to have been lodged on the date of receipt of such complaint by PROIDEA.
3. Complaints lodged after the lapse of the period specified in Section VII.2. shall not be recognised.
4. PROIDEA shall review any complaints within 14 days after the date of their submission. If PROIDEA does not reply to a complaint within the deadline specified above, it shall be deemed that the complaint was granted, i.e. PROIDEA considered the User's statement or request as justified.

VII. Order regulations.

1. Conference Participants using the Platforms shall act in a way that does not pose a threat to the safety of other Participants and Speakers, comply with the law and these Rules, as well as immediately follow the instructions of security staff. It is forbidden to obstruct and block exits and escape routes, as well as other necessary rescue or fire-fighting equipment in the event of an emergency during the Conference.
2. Conference Participants using the Platforms shall respect the rights and personal dignity of other Participants. Participants shall be strictly prohibited from harassing other Participants. Harassment shall be deemed as: offensive verbal comments on sex, gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion, as well as intentional intimidation, persecution, improper physical contact and unwanted sexual attention. In addition, during the Conference it shall be prohibited to use words and symbols

commonly recognised as prohibited, including rude language or expressions that may offend religious or ideological feelings, or implying discrimination.

3. Participants and Speakers shall promptly notify PROIDEA of any instances of misconduct (in particular those indicated above) by other Participants or Speakers.

VIII. Final provisions

1. Unless otherwise stated in these Rules, communication between PROIDEA and the User who submitted the registration form for a Participant or Speaker to PROIDEA will be carried out electronically, to the User's e-mail address indicated in the Account settings, and to the following PROIDEA's e-mail address: kamila.post@proidea.org.pl or any other address in the proidea.org.pl domain.
2. Polish law is applicable for agreements based on these Rules.
3. The up-to-date Rules shall be published on the Website and sent, free of charge, to the Participant at his or her each request to the e-mail address indicated by the User.
4. PROIDEA reserves the right to change the date of the Conference or cancel it only in case of events beyond its control (state of emergency, natural disaster), which prevent the Conference from being held within the time specified in the Conference announcement posted on the Website. In case of change of the date of the Conference, Participants and Speakers have the right to withdraw from the contract within 14 days from announcing the change of the date of the Conference. Information on the change of the date of the Conference will also be sent to email addressed of Participants and Speakers.
5. PROIDEA reserves the right to change the Rules for an important reason. Important reasons include in particular:
 - a. the need to update contact details, including names or references included in the Rules;
 - b. the need to adapt the Rules to changing legal provisions regarding issues regulated by the Rules;
 - c. the need to execute judgements, decisions or recommendations of authorized courts or public authorities in matters related to content regulated by the Rules;
 - d. changing the operation of the Website, including its development and adding new functionalities;
 - e. changing the technical conditions of providing services through the Website;
 - f. the need to remove any errors or ambiguities, if they appear in the Rules;
 - g. the need to modify the Rules in order to avoid abuse of violation of the Rules.
6. PROIDEA reserves the right to amend these Rules. Any amendment to these Rules shall each time be notified to Users by way of a notice placed on the Website, not later than 14

days before the planned effective date of such amendment. If a User does not consent to such amendment to these Rules, he or she should notify PROIDEA of the fact within this period.

7. In case of disagreement with the new content of the Rules, the User should stop using the Website when the new content of the Rules comes into force.