

## TERMS AND CONDITIONS OF THE SEO VIBES POLAND CONFERENCE

### §1. GENERAL PROVISIONS

1. These Terms and Conditions specify the terms of participation in the SEO VIBES POLAND Conference organised by WhitePress sp. z o.o., with its registered office in Bielsko-Biała.
2. Unless otherwise stipulated in these Terms and Conditions, the capitalised words listed below shall have the following meanings:

**Ticket** - a document issued in the name of the Participant, entitling to participate in the Conference and to receive additional benefits, in accordance with the purchased Package;

**Price List** - the current price list for participation in the Conference, including descriptions of the Packages, available at: <https://www.whitepress.com/en/seo-vibes-poland-2024>.

**Business day** - any day of the week from Monday to Friday, excluding public holidays;

**Registration form** - the form available at:

Edu: <https://www.whitepress.com/order/19/seo-vibes-poland-2024-edu?lang=en-GB>,

Gold: <https://www.whitepress.com/order/17/seo-vibes-poland-2024-gold?lang=en-GB>,

Platinum VIP: <https://www.whitepress.com/order/18/seo-vibes-poland-2024-platinum?lang=en-GB>,

which must be completed and sent to the Organiser as an essential part of the Conference registration;

**Schedule** - the Conference schedule setting out the date, times and schedule (plan) of the Conference;

**Conference** - a conference organised by the Organiser under the name: SEO VIBES POLAND at:

[https://www.whitepress.com/userfiles/CMS/regulaminy/regulamin\\_seo\\_vibes\\_poland\\_2024\\_en.pdf](https://www.whitepress.com/userfiles/CMS/regulaminy/regulamin_seo_vibes_poland_2024_en.pdf).

**Organiser** - WhitePress Sp. z o.o. with its registered office in Bielsko-Biała, address: ul. Legionów 26/28, 43-300 Bielsko-Biała, entered in the National Court Register by the District Court in Bielsko-Biała, VIII Economic Division of the National Court Register under the number: 0000651339, REGON: 243400145, NIP: 9372667797, share capital of PLN 50,000.00;

**Package** - a type of Ticket selected by the Buyer which entitles the Buyer to participate in the Conference and the accompanying events and additional attractions specified within a given package option; detailed information on the Packages offered is available at: <https://www.whitepress.com/en/seo-vibes-poland-2024>.

**Notifications** - communications relating to the Registration, the Agreement and the Conference, sent by the Organiser to Buyers and Participants electronically (emails);

**Registration** - the process of registering a Participant to attend the Conference;

**Participant** - a natural person with full legal capacity registered to participate in the Conference by the Buyer;

**Contract** - a contract for participation in and holding of the Conference concluded between the Organiser and the Buyer, concluded at the moment of the Buyer's payment for the Ticket, in accordance with the selected Package; detailed terms and conditions of the Contract are regulated by relevant provisions of the Terms and Conditions;

**Buyer** - a natural person with full legal capacity, a legal person or an organisational unit without legal personality who has concluded an agreement with the Organiser and has registered as a Participant; a Buyer who is a natural person may at the same time be a Participant in the Conference;

**Quasi-entrepreneur** - a natural person who enters into a contract directly related to his or her business activity, where it is apparent from the content of that contract that it does not have a professional character for that person, arising in particular from the subject matter of the business activity performed by that person, made available on the basis of the provisions on the Central Register and Information on Business Activity.

3. Registration of participation in the Conference is tantamount to acceptance of the Terms and Conditions and the Price List. In the event that the Buyer is not also a Participant of the Conference, the Buyer, by registering as a Participant, undertakes towards the Organiser to ensure the Participant's compliance with the provisions of the Terms and Conditions and the documents to which these Terms and Conditions refer.

## **§2. REGISTRATION PROCEDURE FOR PARTICIPANTS**

1. Registration for the Conference takes place online, via the WhitePress® website. Registrations can be made at: <https://www.whitepress.com/en/seo-vibes-poland-2024>.
2. Registration for the Conference requires the completion and submission to the Organiser of a Registration Form, available at:  
Edu: <https://www.whitepress.com/order/19/seo-vibes-poland-2024-edu?lang=en-GB>,  
Gold: <https://www.whitepress.com/order/17/seo-vibes-poland-2024-gold?lang=en-GB>,  
Platinum VIP: <https://www.whitepress.com/order/18/seo-vibes-poland-2024-platinum?lang=en-GB>.  
With the completion of the Registration Form, the Buyer selects the Package.
3. The Participant's personal data provided during Registration is processed by the Organiser in accordance with the WhitePress® Privacy Policy available at: <https://www.whitepress.com/en/website-privacy-policy>.
4. If Registration is carried out by a person other than the Participant, the Buyer shall be responsible for the truthfulness and completeness of the Participant's personal data provided. The Buyer shall hold the authorisation granted to him by the Participant to provide the Participant's personal data to the Organiser and be authorised to grant permission on behalf of the Participant for the Organiser to process the Participant's personal data. The Buyer shall be responsible for any breach of the protection of the Participant's personal data in this respect.
5. Due to the nature of the organised Conference and the limitation of the number of places, the Organiser reserves the right to make a selection of Participants registered to participate in the Conference. Selection takes place on the basis of the submitted Registration Form.
6. The conclusion of the Contract on the terms and conditions set out in the Registration Form, the Price List and the Terms and Conditions takes place when the Buyer pays the price of the Ticket entitling to participate in the Conference, in accordance with the selected Package.

7. Upon submission of the Registration Form, the Buyer will receive a Registration Form Submission Notification from the Organiser with a preview of the information relating to the selected Package.
8. Within 14 working days from the date of conclusion of the Agreement, the Organiser shall have the right to withdraw from the concluded Agreement due to the failure to qualify the Participant to participate in the Conference in accordance with item 5 above, of which the Buyer shall be informed by the Organiser sending him/her a relevant withdrawal statement in the form of a Notification. The decision of the Organiser is final and the assessment regarding the qualification of the Participant to participate in the Conference is made arbitrarily by the Organiser and does not require justification.
9. The Organiser's right referred to in item 8 above may be exercised in particular in relation to Agreements concluded with Buyers who are engaged in activities competitive to the Organiser's business. Such persons, in the event that they wish to participate in the Conference, before completing the Registration Form and paying the fee for participation in the Conference, are requested to contact the Organiser by e-mail at: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com).
10. If the Organiser exercises its right to withdraw from the Contract as referred to in item 8 above, the Organiser shall, within 14 working days from the date of withdrawal, refund the Buyer the cost of purchasing the Ticket in accordance with the selected Package. The provisions of §3(4) of the Terms and Conditions shall apply.
11. In order for the Participant to be allowed access to the Conference venue, the Conference fee must be paid by the Buyer and the Participant must present a valid Ticket.

### **§3. PAYMENT FOR PARTICIPATION IN THE CONFERENCE**

1. The price list indicates the participation fee for one person, depending on the selected Package.
2. The Organiser reserves the right to change the Price List during the term of these Terms and Conditions or to run periodic promotional campaigns. A change to the Price List shall not be deemed a change to these Terms and Conditions.
3. The Conference Fee does not include the cost of the Participant's travel to the venue of the Conference or any additional costs other than those expressly stated in the description of the relevant Package within the Price List.
4. In the event of cancellation of the Conference, as well as in the event of withdrawal from the Agreement by either party, Participants and Buyers shall not be entitled to any claim from the Organiser for reimbursement of travel or other costs incurred by the Participant or Buyer in connection with their planned participation in the Conference.
5. By concluding the Contract, the Buyer is obliged to pay the Conference fee in accordance with the selected Package.
6. Payment for participation in the Conference is possible through:
  - a) PayU online payment system, whose provider is: PayU SA with its registered office in Poznań, 60-166 Poznań, at 186 Grunwaldzka Street, a national payment institution supervised by the Polish Financial Supervision Authority, entered in the Register of Payment Services under number IP1/2012, entered in the Register of Entrepreneurs kept by the District Court in Poznań - Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register under number KRS 0000274399, with a share capital of 4.944,000 PLN, fully paid up, holding tax identification number NIP: 779-23-08-495, REGON: 300523444, or
  - b) traditional transfer.

7. If a payment method is selected in the form of online payment, the Buyer is automatically redirected to the PayU online payment system through which he/she pays for his/her participation in the Conference in accordance with the terms and conditions set by the provider of this payment system. In the event of an error in the processing of the payment by the system, the Buyer receives a Notification with a reminder regarding the payment obligation and a dedicated link to the payment in the PayU system.
8. If the payment method is chosen in the form of a traditional bank transfer, the Buyer shall receive, together with the Notification referred to in §2(7) of the Terms and Conditions, a proforma VAT invoice containing details of the payment for participation in the Conference.
9. If the Buyer fails to make payment for participation in the Conference, the Registration Form sent by such Buyer is automatically deleted, and no contractual relationship between the Buyer and the Organiser arises. Should the Buyer wish to continue participation in the Conference, the Buyer is obliged to complete and send again the Registration Form and make payment.
10. Within 24 hours of the Buyer's payment being credited, the Buyer will receive a Notification together with a Ticket for the Participant, as notified by the Buyer in the Registration process, and a VAT invoice.
11. By submitting the Registration Form, the Buyer agrees to send and receive a VAT invoice and a proforma VAT invoice (if applicable) electronically, to the e-mail address indicated in the Registration Form - the VAT invoice is issued and sent to the Buyer after the payment for participation in the Conference has been booked.

#### **§4. RESTRICTIONS ON THE NUMBER OF PARTICIPANTS**

1. The number of Participants who may attend the Conference is 350. This limit may be increased or decreased by the Organiser, in particular due to restrictions on the organisation of mass events.
2. If, after the Buyer has made payment, it turns out that the Participant's participation in the Conference is impossible due to the exhaustion of the limit of places, including due to an error of the computer system used for Registration, the Organiser is entitled to withdraw from the Agreement concluded in this respect. In such a case, the Organiser shall, within 14 working days from the date of withdrawal, refund the Buyer the value of the purchased Ticket in accordance with the selected Package. The provisions of §3(4) of the Terms and Conditions shall apply.
3. If, for reasons beyond the Organiser's control, in particular as a result of the restrictions introduced in connection with the COVID-19 pandemic, the limit of Participants has to be reduced in relation to that originally assumed by the Organiser, the right to participate in the Conference will be granted to Participants depending on the type of Package purchased, in accordance with the provisions of the Terms and Conditions below.
4. Priority will be given to Participants with a Platinum VIP Package (regardless of the option). If the number of Participants with a purchased Platinum VIP Package exceeds the allowed limit of people who can participate in the Conference, priority will be given according to the date of registration, from the earliest date.
5. If the limit of places is not exhausted by Participants with the purchased Platinum VIP Package, the remaining number of places will be allocated to Participants with the purchased Gold Package until the limit is exhausted, and priority among such Participants will be given according to the date of registration, from the earliest.
6. If the limit of places is not exhausted by Participants with purchased Platinum VIP Package and Gold Package, the remaining number of places will be allocated to Participants with purchased Edu Package until the limit is exhausted, and priority among such Participants will be given according to the date of registration, from the earliest.

7. With respect to Participants who will not be able to participate in the Conference due to the introduced restrictions, the Organiser shall have the right to terminate the Agreement concluded with the Buyer with the obligation to refund the participation fee paid in accordance with §3 of the Terms and Conditions above.
8. Notwithstanding the foregoing, in the event that restrictions are imposed on the number of participants in mass events due to the COVID-19 pandemic or in the event of force majeure, the Organiser shall have the right to change the date, venue or formula of the organised Conference. In the event of a change in the date or venue of the Conference, all Participants and Buyers will receive an appropriate Notice.
9. The right to receive a refund referred to in item 8 above shall not apply if a Participant holding a Platinum VIP Package does not use the additional attraction of his/her own free will, due to oversight or other reasons for which the Organiser is not responsible.

#### **§5. RETURN OR EXCHANGE OF THE PASS**

1. The Buyer has the option to withdraw from the Contract for valid reasons only, up to 21 days before the date of the Conference, which is equivalent to returning the purchased Ticket.
2. After the expiry of the deadline specified in item 1 above, the Buyer shall not be entitled to make a refund of the Ticket and obtain a refund of the fee for participation in the Conference. In exceptional cases, including in particular when the Participant's inability to participate in the Conference is a consequence of random events, the Buyer may apply to the Organiser for a refund of the Ticket on special terms. In such a case, however, the decision to accept the refund and payment of the paid fee for participation in the Conference to the Buyer depends on the arbitrary decision of the Organiser, and the Buyer is not entitled to any claims against the Organiser in this respect.
3. The request for the return of the Ticket and the declaration of withdrawal from the Contract shall be sent by the Buyer by email to: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com).
4. In the case referred to in item 1 above, and also in the case of the Organiser's consent to accept the request for refund in special situations referred to in item 2 above, the Organiser shall, within 14 working days from the date of withdrawal from the Contract and return of the Ticket by the Buyer, refund the Buyer the value of the purchased Ticket in accordance with the selected Package. The provisions of §3(4) of the Terms and Conditions shall apply.
5. In any case, the value of the purchased Ticket shall be refunded by the Organiser on the basis of a corrective VAT invoice issued.
6. In the case of withdrawal from the Agreement and return of the Ticket by the Buyer, the Ticket issued for the Participant shall be invalidated and the Buyer shall be obliged to inform the Participant of his/her right not to participate in the Conference. The provision of §3(4) of the shall apply.
7. In the event that the Participant indicated by the Buyer in the Registration process is not able to participate in the Conference due to force majeure, the Buyer may request the Organiser to change the issued Ticket, at the same time providing the data of the Participant to whom the purchased Ticket is to be transferred. The request for a change of the Ticket should be sent by e-mail to: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com). A change of the Conference Participant is possible within 3 working days before the Conference date.
8. Subject to the provisions of this §5 of the Terms and Conditions, to the extent permitted by law, the possibility of unilateral withdrawal, termination or other termination of the contract by a Buyer who is not a consumer or a Quasi-business is excluded. However, the Organiser takes an individual approach to each situation and asks for direct contact via email at: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com) in the event of any random events.

9. The Buyer who is a consumer or a Quasi-entrepreneur may withdraw from the Contract without giving any reason and without bearing any costs within 14 days from the conclusion of the Contract. In order to withdraw from the Contract, the consumer or Quasi-entrepreneur should send information about the withdrawal by e-mail to the following address: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com).

## **§ 6. OBLIGATIONS OF BUYERS AND PARTICIPANTS**

1. The Participant and the Buyer are obliged to familiarise themselves with and comply with Terms and Conditions, the rules and regulations of the venue where the Conference will be held and other rules and regulations relating directly to additional attractions available to Participants who have purchased the Platinum VIP Package.
2. The Buyer undertakes that the Participants entered by him/her will familiarise themselves with the rules and regulations referred to in item 1 above and will abide by them.
3. The Buyer shall be responsible for the Participants it has enrolled, in particular for their compliance with the rules and regulations referred to in item 1 above. The liability of the Buyer and the Participants enrolled by the Buyer to the Organiser for damages caused to the Organiser is joint and several. This also applies to damages caused to third parties if the Organiser is obliged to cover these damages.
4. The Organiser may record the proceedings of the Conference for documentation, reporting, advertising and promotional purposes of events, conferences, events and the Organiser's company. The image of persons present on the premises where the Conference takes place may be recorded and subsequently disseminated for documentation, reporting, advertising and promotional purposes of events, conferences, events and the Organiser's company in future years, without time and territorial restrictions, including on the Internet. By registering the Participants, the Buyer thereby declares that these Participants have consented to the Organiser's use of their image for the purposes indicated in these Terms and Conditions. The Participant's image can be used in various forms of electronic processing, framing and composition, as well as juxtaposed with images of other people, can be accompanied by an accompanying commentary, while film and sound recordings containing the Participant's image can be cut, edited, modified, added to other materials created for documentation, reporting, advertising and promotional purposes of the Organiser - without the obligation of acceptance of the final product by the Participant or the Buyer. The consent referred to in this item 4 covers all forms of publication, including in particular dissemination on the Internet (including the Organiser's channels on the social networks LinkedIn, Facebook, Instagram and YouTube). The Participant has the right to revoke the consent granted on his/her behalf for the use of his/her image - in this respect the provisions of §12 of the Terms and Conditions shall apply.
5. The Buyer undertakes to indemnify the Organiser for failure to comply with the information obligation referred to in Article 14 of the GDPR and in accordance with §12 of the Terms and Conditions. The Buyer undertakes to cover the damage caused to the Organiser in the event that, as a result of the Buyer's failure to comply with its obligations, the consent to process the Participant's image has not been effectively granted.
6. Participants and Buyers are prohibited from using the service provided by the Organiser to provide unlawful content.
7. Participants of the Conference are obliged to register their presence on the day of the beginning of the Conference at the designated stand of the Organiser and to collect a name badge and a bracelet indicating the type of the purchased Package, the wearing of which is obligatory throughout the Conference and accompanying events and may be checked by representatives of the Organiser.

## **§7. ORGANISER'S RESPONSIBILITY FOR PERFORMANCE OF THE CONTRACT**

1. To the extent permitted by law, the Organiser's liability (in particular contractual and tort liability) for damages, in particular for damages resulting from the non-performance or improper performance of the Contract or from the withdrawal from the Contract, caused to Participants or Buyers is excluded. If the above exclusion of liability is not permissible, the Organiser's liability is limited to:
  - a) the amount of the fee paid for the participation of the Participant concerned in the Conference - in the event of damage caused to the Participant concerned;
  - b) of the sums paid by the Buyer for the Participants' participation in the Conference - in the event of damage caused to the Buyer.
2. Notwithstanding the foregoing, the Buyer agrees to indemnify the Organiser against any damage caused to the Participants in connection with their participation in the Conference, with the exception of damage caused by the Organiser through wilful misconduct.
3. The Organiser shall not be liable for improper performance or non-performance of the Contract to the extent that this is caused by force majeure. Force majeure shall be understood as external Regulations events beyond the control of the parties to the Contract and impossible to foresee, in particular such as war, fire, epidemics, floods, communication blockages of a supra-regional nature, social disasters or catastrophes of buildings or structures, interruptions in the supply of general media. The occurrence of force majeure shall also be deemed to be an imminent risk of the phenomena or events referred to in the preceding sentence even if these phenomena or events do not ultimately materialise.
4. If the service which the Organiser is obliged to provide becomes impossible within the meaning of art. 475 of the Civil Code or art. 495 of the Civil Code, the provisions of art. 475 of the Civil Code and art. 495 of the Civil Code shall not apply in the scope in which they concern the consequences of the occurrence of the impossibility of the service. In such a case, the Organiser may, within 14 days of the occurrence of the reason for the impossibility of performance, at his/her own discretion either withdraw from the Contract or unilaterally set a new deadline for the Organiser's performance, whereby the setting of a new deadline shall be deemed to indicate at least the name of a calendar month (a specific deadline may be indicated later). If the Organiser fails to make any of the above-mentioned decisions within 14 days of the reason for the impossibility of the Organiser's performance, the provisions of Article 475 of the Civil Code or Article 495 of the Civil Code shall apply in full. If the Organiser's performance again proves to be impossible within the meaning of Article 475 of the Civil Code or Article 495 of the Civil Code within the new deadline set by the Organiser, these provisions shall apply in full.
5. The provisions of this paragraph as well as the other exclusions or limitations of liability provided for in these Terms and Conditions which are not permitted for consumers and Quasi-entrepreneurs on the basis of applicable legislation shall not apply to consumers and Quasi-entrepreneurs.

## **§8. RESPONSIBILITY OF CONFERENCE PARTICIPANTS**

1. The Organiser shall not be liable for any damage to the health or life of the Conference Participants related to their participation in the Conference and in the accompanying events and additional attractions provided for in the individual Packages.
2. The participant is responsible for adhering to the Terms and Conditions of the Conference venue, as well as the instructions and recommendations of the venue staff and the companies implementing the accompanying events and additional attractions, if applicable.
3. The Organiser is not responsible for:

- a) incorrectly entered data of the Participant by the Buyer in the Registration Form, including in the case when the incorrect entry will result in the Participant's inability to participate in the Conference;
  - b) incurred damages or lost profits of the Participant, the Buyer or a third party, which are caused as a result of false data, including false data of the Participant, provided by the Buyer;
  - c) incurred damages or lost profits of the Participant, the Buyer or a third party, which are caused by an act or omission of a third party which was beyond the Organiser's control;
  - d) incurred damages or lost profits of the Participant, the Buyer or a third party, which are caused by the cancellation of the Conference by the Organiser as a result of force majeure and events beyond the Organiser's influence.
4. The participant takes part in the Conference at his/her own risk and responsibility.
  5. The Organiser has no influence on how the Participant will use the knowledge and skills acquired during the Conference.

## **§9. CHANGE OF CONFERENCE PROGRAMME**

1. The Organiser reserves the right to change the programme of the Conference, in particular: the topics of the lectures, the speakers, the hours of the lectures, as well as the date and place of the Conference, if, despite the Organiser's due diligence, the original programme of the Conference proves impossible or significantly hindered in execution, in particular due to random events and other events beyond the Organiser's control.
2. Any changes to the Conference programme will be communicated to Buyers and Participants by means of appropriate Notices sent by the Organiser.
3. The Organiser reserves the right to cancel the Conference and withdraw from the concluded Agreements by the closing date of the Conference. The Organiser does not have the right to withdraw from the Agreement in the part specified in §8 of the Terms and Conditions.
4. The Organiser shall submit the declaration of withdrawal by e-mail to the Buyer's address indicated in the Registration Form or the Buyer's email address from which the order was placed.
5. In the case of withdrawal from the Contract by the Organiser, the Organiser shall, within 14 working days from the date of withdrawal, refund the Buyer the value of the purchased Ticket according to the selected Package. The provisions of §3(4) of the Terms and Conditions shall apply.
6. In the case of Consumers and Quasi-entrepreneurs, any refunds referred to in these Terms and Conditions shall be made within the time limits set by the relevant legislation.
7. The Organiser may terminate the agreement with immediate effect in the event of a flagrant breach of the provisions of the Terms and Conditions by the Buyer or the Participant notified by the Buyer, in particular if by their behaviour the Buyer or the Participant obstructs the proper conduct of the Conference.

## **§10. COMPLAINTS**

1. The Buyer can make a complaint via:
  - a) an email to: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com),
  - b) by post, to the Organiser's registered office address.
2. Complaints can be submitted no later than the 14th day after the Conference. If a complaint is submitted by post, the deadline is determined by the postmark. This deadline does not apply to consumers and quasi-entrepreneurs.
3. The complaint should contain at least the following details:
  - a) indication of the Conference to which the complaint relates;



- b) identification of the buyer - name, correspondence address, e-mail address, contact telephone number;
  - c) the subject of the complaint;
  - d) an indication of the facts justifying the complaint;
  - e) the complainant's request.
4. The Organiser will consider the complaint within 30 working days of receipt.

## **§11. INTELLECTUAL PROPERTY**

1. The title, programme, graphic design and marketing of the Conference, including signs, logos, graphics, photos, audio and video files used to promote the Conference, as well as lectures, educational materials and other content presented during the Conference are legally protected goods, and the rights to them are vested in the Organiser or third parties.
2. None of the above content may be used without the written consent of either the Organiser or the third party rights holder.
3. Copying conference materials and/or recording the Conference, as well as making such materials and recordings available, is illegal and subject to criminal liability under the Act on Copyright and Related Rights of 4 February 1994.
4. Neither the Participant nor any third party may remove, cover up, render unreadable or alter any trademarks, copyright notices or other proprietary rights notices contained in any Conference materials.
5. Notwithstanding the above, the Participant shall be entitled to use only for his/her own purposes the materials received from the Organiser in the course of the Conference. Such use does not include publication, dissemination of the materials or making them available to other persons, and is authorised only within the limits of permitted use, in accordance with the Act of 4 February 1994 on Copyright and Related Rights.

## **§12. INFORMATION CLAUSE**

1. The Controller of the personal data of Buyers and Participants is: WhitePress Sp. z o.o. based in Bielsko-Biała, address: ul. Legionów 26/28, 43-300 Bielsko-Biała, entered into the National Court Register by the District Court in Bielsko-Biała, VIII Economic Division of the National Court Register under the number 0000651339, REGON 243400145, NIP 9372667797, share capital of PLN 50,000.00 (hereinafter referred to as "Controller" in the text of this paragraph).
2. The personal data of Buyers and Participants is processed for the following purposes of the Controller:
  - a) the performance of the concluded Contract, on the basis of Article 6(1)(b) of the GDPR for a period of time corresponding to the period of limitation of claims which the Controller may raise and which may be raised against him;
  - b) to comply with legal obligations incumbent on the Controller arising in particular from applicable tax law, i.e. pursuant to Article 6(1)(c) GDPR for the period of time arising from the provisions governing the obligation in question;
  - c) marketing and the possible establishment, assertion or defence of claims - on the basis of Article 6(1)(f) GDPR, until the Buyer objects to such processing, unless there are valid legitimate grounds for processing overriding the interests or rights and freedoms of the Buyer, or unless, despite the objection, there are grounds for establishing, asserting or defending claims;
  - d) the Participants' image is processed on the basis of the consent (pursuant to Article 6(1)(a) GDPR) given on behalf of the Participants by the Buyer, until revoked by the Participant.
3. Recipients of the personal data of Buyers and Participants may include:

- a) providers of electronic payments and electronic systems through which Registration is triggered;
  - b) entities providing accounting, legal, IT and network services and infrastructure to the Controller;
  - c) entities involved in the organisation and execution of the Conference, including the owner of the venue where the Conference will be held, catering companies, companies providing visuals, entities responsible for marketing and organisation of the Conference and additional events;
  - d) other subcontractors of the Controller.
4. Buyer's and Participant's personal data may be transferred to and stored at a destination outside the European Economic Area ("EEA"). They may also be processed by entities operating outside the EEA that work for the Administrator or for one of its subcontractors. In such cases, the transfer to a third country or an international organisation, depending on the circumstances of the case, will take place according to the principles set out in Articles 44 to 49 of the GDPR, i.e. in particular on the basis of an appropriate decision of the European Commission finding an adequate level of data protection in the third country, binding corporate rules or standard data protection clauses adopted by the European Commission. To obtain a copy of personal data transferred to a third country, please contact the Controller.
  5. Buyers and Participants have the right of access to the content of their personal data and the right to rectification, erasure, restriction of processing, the right to data portability, the right to object to processing and the right to withdraw consent at any time without affecting the lawfulness of processing (if processing is based on consent) that was carried out on the basis of consent before its withdrawal. To exercise these rights or to obtain further information about them, please contact the Controller.
  6. Buyers and Participants have the right to lodge a complaint with the President of the Office for Personal Data Protection (ul. Stawki 2, 00-193 Warszawa) if they consider that their personal data has been infringed in the processing of their personal data.
  7. In order to revoke the consent granted on his/her behalf to use the image recorded during participation in the Conference, the Participant is obliged to submit an appropriate statement by email to: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com). The revocation of consent for the use of the Participant's image does not affect the Controller's right to use the Participant's image within the limits specified in art. 81 (2.2) of the Act on Copyright and Related Rights of 4 February 1994.
  8. The provision of personal data is voluntary, however, it is necessary for the conclusion and execution of the Agreement regarding the Participant's participation in the Conference.
  9. The personal data of Buyers and Participants will not be processed by automated means, including profiling.
  10. Buyers registering Participants for the Conference are obliged to fulfil the information obligation towards Participants in accordance with the contents of this §12 on behalf of the Controller. Should the Buyer fail to fulfil this obligation, §6(5) of the Terms and Conditions shall apply.

### **§13. FINAL PROVISIONS**

1. The Organiser shall make the content of the Terms and Conditions available before the conclusion of the Contract. The Terms and Conditions are available at: [https://www.whitepress.com/userfiles/CMS/regulamin/regulamin\\_seo\\_vibes\\_poland\\_2024\\_en.pdf](https://www.whitepress.com/userfiles/CMS/regulamin/regulamin_seo_vibes_poland_2024_en.pdf)
2. The Terms and Conditions can also be shown in other ways, at the individual request of the Buyer, Participant or a third party, if there is a problem with displaying or reading the Terms

and Conditions. For this purpose, please contact the Organiser by email at: [szymon.ciurla@whitepress.com](mailto:szymon.ciurla@whitepress.com).

3. The Organiser reserves the right to make changes to the Terms of Use at any time for important reasons. Such reasons may include, in particular, the need to adapt the content of the Terms of Use to current or coming into force legal regulations, the need to adapt the Terms of Use to changing market conditions or changes in the way the Organiser provides services. Contracts concluded before the Organiser made changes to the Terms and Conditions, shall be performed in accordance with the Terms and Conditions in force at the time of their conclusion, unless the Buyer agrees to the application of the new version of the Terms and Conditions to the contract concluded with him/her or the introduction of changes to the Terms and Conditions results from the necessity of its adjustment to mandatory provisions of law.
4. In matters not regulated by the Terms and Conditions, the relevant provisions of Polish law shall apply. If any provision of the Terms and Conditions is amended or invalidated by a final court decision, the remaining provisions of the Terms and Conditions shall remain in force.
5. Any disputes with the Organiser which cannot be resolved amicably shall be referred to the court having jurisdiction over the Organiser's registered office. This provision does not apply to consumers and Quasi-entrepreneurs.
6. These Terms and Conditions do not limit any of the rights of consumers and Quasi-consumers that they may have under mandatory legal provisions.
7. Participants and Buyers who are consumers have the possibility to use out-of-court complaint and redress procedures. The rules of access to these procedures are available at the offices or on the websites of the entities authorised to handle disputes out of court. They may be, in particular, consumer ombudsmen or Provincial Inspectorates of Commercial Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection.
8. A platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.
9. The Terms and Conditions shall enter into force on 17.01.2024.