

# 4Developers 2020 Regulations

The following regulations define the conditions of using the 4Developers 2020 conference's internet service, which is available at the address [www.4developers.org.pl](http://www.4developers.org.pl).

## I. General provisions

1. The following set of regulations ("Regulations") defines the conditions of participating in the Conference, as well as details regarding specific rights and obligations of the Organizer, Participants, Users and Speakers.
2. All rights to the name of the Service, its graphic and functional design, as well as the rights to all text and graphic elements used in the Service, barring elements deriving from third parties (more specifically, partner logotypes, the logotypes of media partners, sponsors, partnering conferences, etc.), belong to PROIDEA and may only be used upon the presence of consent (if so licensed) given by PROIDEA.
3. The following regulations are made up of, more specifically:
  - a. the act from 18 July 2002 on providing services electronically;
  - b. the act from 23 April 1964 of the Civil Code;
  - c. the act from 30 May 2014 on consumer rights;
  - d. the act from 4 February 1994 on copyrights and related rights;
  - e. the ordinance from 27 April 2016 on the protection of individuals with regards to their personal data and the free movement of that type of data, as well as the repeal of the directive 95/46/WE ("GDPR");
  - f. the act from 10 May 2018 on the protection of personal data.
4. With regards to issues related to the use of the Service or participation in the Conference, you may contact PROIDEA via email at [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl).
5. Accepting the Regulations is required to register for the Conference, as well as to participate.
6. Users and Participants are obligated to abide by the provisions presented in the Regulations.

## II. Definitions

For the purpose of the following Regulations, the following terms are defined as such:

1. **Service** – the web page available under the address [www.4developers.org.pl](http://www.4developers.org.pl), which contains information on the Conference.
2. **PROIDEA** – PROIDEA Sp. z o.o., with its headquarters in Cracow, on 9 Zakopiańska street, 30-418 Cracow, is entered in the register of entrepreneurs kept by the District Court for the City of Cracow under the number KRS 0000448243, NIP 6793088842, paid in full, as an organizer of the Conference.
3. **Conference** – conference in the IT sector under the name of 4Developers 2020, organized by PROIDEA in Warsaw, held at DoubleTree by Hilton (Skalnicowa 21, 04-797 Warsaw) on 18 September 2020.
4. **User** – an individual using the Service who is 18 or over.
5. **Agenda** – the full Conference program as set by PROIDEA, made available in the Service after arranging some or all of the Speakers. The Agenda is only an approximate agenda and may be subject to change.

6. Participant – an individual 18 years or over, authorized to take part in the Conference as well as to acquire experience, described in more detail in pt. IV.2 of the Regulations. A person who is not of age may participate in the Conference only upon receiving Consent from PROIDEA. Persons under 18 may participate in 4Developers 2020 after prior verification by the Organizer (and only after having received the approval of a legal guardian). Please email us at our address: [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl).
7. Speaker – an individual 18 years of age or over who is authorized to give a talk at the Conference, and who has been chosen by PROIDEA in accordance with the correct procedure (pt. V of the Regulations).
8. Student – a person 18 years of age or older, under 26 years old, who is studying at any institute of higher education, and who possesses a valid student ID.
9. Platform – the website available under the address <https://evenea.pl/event/4developers2020/>, to which those willing to participate will be directed when signing up to participate in the Conference as a Participant or Speaker. Being directed to the Platform occurs at the moment of clicking on the tab or button “REGISTRATION” in the Service, as well as after beginning the registration process in the Service. The Platform is offered as part of the Evenea internet service, which is run by Even Labs sp. z o.o., with its headquarters in Warsaw.
10. 10. Privacy Policy – the privacy policy makes up an integral part of the Regulations and is available in the Service; it contains information regarding the processing of personal data where the Conference is concerned.

### **III. Conditions of using the Service**

1. Using the service and its functions requires access to the Internet as well as a standard Web browser.
2. In order to ensure the security of the data transferred through the Service, PROIDEA puts to use technical and organizational means which correspond to the risk level related to the use of the Service.
3. A User is obliged to follow the rule which disallows the misuse of the Service, more specifically:
  - a. sending information or content that may in any way shake the operation or overload the Service or any of the systems used by subjects directly or indirectly partaking in the provision of electronic services;
  - b. sending content that might breach the personal good of third parties, copyrights, intellectual rights, corporate secrets or that might in any way breach the applicable legal order or decency;
  - c. sending content that contains computer viruses or other harmful programs including “worms”, “trojan horses”, “keyloggers” and others;
  - d. sending content that leads to unsolicited sales information or messages (SPAM) or other illegal material – as well as sending all other content disallowed by law.

### **IV. Participation in the Conference as an Attendee.**

1. Participating in the Conference as an Attendee authorizes a person to attend all lectures and talks presented in the Agenda, as well as other services, which are named in pt. IV.2. of the Regulations. The Participant will receive a nametag and conference lanyard.

2. Additionally, each Participant is authorized to:
  - a. receive a set of Conference materials;
  - b. to participate in the coffee and lunch breaks organized by PROIDEA on the day of the Conference. PROIDEA will ensure that catering is provided;
  - c. to be admitted to the before party or afterparty organized by PROIDEA.

PROIDEA can give the Participant conference gadgets on the terms set by PROIDEA in emails or other announcements.

3. There is a fee to take part in the Conference as a Participant. The cost of participation depends on the time a person signs up. The cost of participation has been provided in the price list available in the registration form <https://evenea.pl/event/4developers2020> ("Price List")
4. The cost provided in the price list, mentioned in the above enumerated point, concerns the participation of one or more people in the conference.
5. Attending the conference as a Participant with a student ticket is charged. The cost of a student ticket is lower than that of a standard ticket, in accordance with the information in the registration form.
6. A participant with a student ticket is authorized to attend all lectures and talks on the Agenda, as well as to receive a nametag and conference lanyard.
7. A participant with a student ticket is authorized to participate in coffee and lunch breaks on the day of the Conference, as well as to take part in contests if such are organized during the Conference, as well as to take part in any other conference activities.
8. Directly after registering, a person registering as a student will need to present a scan or photograph or a valid student ID (and will be asked to anonymize his or her ID number [except the first two numbers], address, album number, and to leave his or her first and last name, the first two numbers of the ID number and the expiration date of his or her student ID). A student ticket will be issued to students who are under 26 at the ticket's time of purchase.
9. The cost named in the Price List will be augmented by the tax from the goods and services (VAT), with exception to those who have informed PROIDEA at the email address [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl) of financing his or her participation in the Conference using public funds.
10. The Conference may be paid for in Polish currency, as well as in other currencies, however we ask that you contact the Organizers at their email [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl).
11. In order to sign up for the conference as a Participant, the User must fill out and send the registration form that is available on the Platform.
12. The User completes the registration process on the behalf of other Participants with their consent. The personal data of the Participant who has been registered by the User is processed in order to provide services at the Conference, on the basis of the consent given by the User in art. 6, par. 1 pt. a) of the GDPR. If another User is registering a Participant for the Conference, he or she should be authorized to provide PROIDEA with the personal data of that participant. The User is obliged to provide the proper authorization form upon request by PROIDEA.
13. The User is to enter the following information into the registration form available on the Platform and Service: first and last name; email address (to which tickets, information on the Conference will be sent, which is why we request a valid email address); information regarding how the User learned about the Conference, and other comments, as well as Participant information: first and last name, email address, phone number, company name

and position. Additionally, the User optionally provides the following information required for the invoice: company name, address, postal code, city and the NIP. The company name and NIP are given in order to provide the invoice if the registration is being carried out for the Company (legal persons, organizational units without legal entities but with legal capacity, individuals conducting business activities). In the registration form, the User also provides a promotional code (discount code) (if the User has received one). If the User does not provide the promotional code at the time of registration despite possessing such a code, he or she will lose his or her rights to obtain a discount and the registration will follow in accordance with conditions as a User paying as per the Price List.

14. Before confirming and sending the registration form for the Participant, the User is obliged to familiarize him or herself with the Regulations and Privacy Policy. By sending PROIDEA the filled out form, the User is entering a contract with PROIDEA to partake in the Conference.
15. Receiving offers from PROIDEA, mentioned in pt IV.14, is confirmed by sending an email regarding confirmation of participation to the User's email. At the moment that message is sent to the User, PROIDEA and the User, or a legal representative, enter into an agreement regarding conference participation.
16. The Regulations foresee the following payment types:
  - a. Online payment: paying with a credit or debit card. The payment is serviced by PayPal or Dotpay Sp. z o.o.
  - b. Offline payment: via electronic money transfer. In the case of offline payment, PROIDEA will send an invoice to the User's email address containing an invoice form, 7 days from the date of registration. The Conference participation must be paid on time to PROIDEA's bank account number, provided in the pro forma invoice form. Payment may be made immediately after receiving confirmation from PROIDEA, mentioned in pt. IV.15, to PROIDEA's bank account, which is sent to the User's email address, as well as via internet payment (id: [platosci@proidea.org.pl](mailto:platosci@proidea.org.pl)).
17. Neglecting to pay for participation in the Conference is not equal to the resignation of the Participant or the person registered (pt. IV.15) and those persons reserve the right to participate in the Conference. In the case that person so signed up for the Conference does not resign from his or her spot, PROIDEA reserves the right to receive payment. In the case that PROIDEA does not receive payment for the Conference from a possible Participant, PROIDEA may withdraw from the contract regarding participation in the Conference without making additional demands for payment or providing additional payment dates.
18. A User who is a consumer (i.e. a physical person carrying out legal activity not directly related to his or her business or career activity, who possesses the full capability to carry out legal duties [understood as a person who is not incapacitated or under the age of 18, and may act on his or her own behalf in legal matters]) is authorized to withdraw from the contract drawn up between him or herself and PROIDEA without facing financial consequences or having to provide explanation for his or her withdrawal within 14 days of signing the contract and on the basis of pt. IV.15. The official statement regarding withdrawal is provided in written form. The User may use the template provided as part of the Regulations (appendix 1 – contract withdrawal form).
19. With reservation to pt. IV.18. A User who has paid for the participation in the event is authorized to resign from participating in the conference until 18.07.2020, 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](mailto:rejestracja@proidea.org.pl). In the case of the registered letter, the deadline is assumed 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 30 days, and on the basis of the invoice accepted by the User.

20. A User who has not paid for his or her participation in the event is authorized to resign from participation no later than 08.09.2020 and must send PROIDEA a written statement of withdrawal to the address [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl).
21. PROIDEA allows for changes to be made to the list of attendees and participants. Information regarding any changes made should be given to PROIDEA no later than 5 days before the commencement of the Conference. A change in User requires that the registration form be filled out again and that information relayed to the email [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl), along with all information as to the people whom the changes concern.

## V. Taking part in the conference as a Speaker

1. A User may express the desire to take part in the conference as a Speaker by filling out and sending out the PROIDEA the electronic registration "Call for Papers" form which is available on the Website.
2. The Speaker is asked to provide the following information: first and last name; email address; telephone number; company name; position; a short bio; session type; lecture title; level of difficulty of the presentation; abstract; duration of presentation. The User must have a photograph in digital form attached to the submission form.
3. PROIDEA will send confirmation of the receipt of submission to the email address provided by the User in the Speaker's "Call for Papers" form.
4. Whether or not a person is accepted as a Speaker depends on PROIDEA's assessment of the submission. The assessment of submissions and selection are carried out by PROIDEA's Program Board. The User will be notified about the selection via email by PROIDEA.
5. In the case that a Speaker's submission is accepted, the Speaker is obliged to send his or her presentation to PROIDEA's email address no later than 14 days before the commencement of the Conference. The Speaker is the sole person responsible for the content of the presentation.
6. Participation in the Conference as a Speaker requires registering as a Participant.
7. By making a submission, the User gives PROIDEA exclusive license to the materials provided to PROIDEA in connection with the Conference – the abstracts in English, the presentation sent to PROIDEA, as well as the presentation during the Conference itself. Consent also allows for the use of the Speaker's image. The License includes:
  - a. in terms of saving and intensifying – saving and intensifying Materials using any technique, including printing, reprographic and graphic techniques, for all carrier types, including CD and semiconductor carriers, as well as entering and distributing Materials to IT system memory;
  - b. in terms of dissemination – lease, lending and putting on the market those Materials which have been saved;
  - c. in terms of disseminating in any other way than those mentioned in letter b) above – publicizing in such a way so that everyone may access the Materials at a time and in a place convenient to his or her person, watching, transmitting, and reemitting on the ground as well as via satellite, transmission of the Materials via streaming, both live and on demand.

The License will be given on condition that the proposal is accepted (see pt. V.3 above).

8. A Speaker who has been accepted by the Program Board may be replaced by another Speaker if the Speaker is from the same company, shows the same material and content and if the session has the same technical or sales profile, and as long as PROIDEA is immediately informed of the change.
9. PROIDEA reserves the rights to deny the right to a substitute if one of the above conditions is not fulfilled.
10. A Speaker who has not notified PROIDEA of any changes made, or the changes were not accepted by PROIDEA may be fined the cost equal to the cost of the sponsor session.

## **VI. Personal Data**

1. The Administrator of personal data collected at the Conference is PROIDEA sp. z o.o. with its headquarters in Cracow, ul. Zakopiańska 9, 30-418 Cracow under the KRS number 0000448243, NIP: 6793088842.
2. All information concerning the processing of personal data by PROIDEA, in relation with the Conference, has been provided in the Privacy Policy available on the Website and Platform.

## **VII. Complaints**

1. Any complaints by Users may be sent to the address [aleksandra.mistak@proidea.org.pl](mailto:aleksandra.mistak@proidea.org.pl) or [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl) or in writing and sent to PROIDEA's headquarters.
2. Complaints regarding the course of the Conference within 14 days of the Conference's end. The date that the complaint is received is considered the date of the complaint.
3. Any complaints filed after the aforementioned 14 days has reached its end will not be considered.
4. PROIDEA commits to handling complaints within 14 days of their being filed. If PROIDEA does not answer a complaint within that period, the complaint has been investigated and handled.

## **VIII. Rules and Regulations**

1. Participants, including Speakers, at the Conference are obliged to act in a way that does not put the safety of other Participants, including Speakers, at risk. They are also obliged to abide by the law and Regulations, as well as immediately follow any instructions given by security personnel. It is forbidden to barricade and/or block exits and emergency exits or any equipment necessary in case of an emergency or a fire during the Conference.
2. Participants, including Speakers at the Conference are obliged to respect the rights and personal dignity of other Participants and Speakers. Participants and Speakers are under no conditions allowed to harass other Participants or Speakers.
3. The following acts are considered harassment: offensive verbal remarks regarding gender, gender identity, age, sexual orientation, disability, physical appearance, body size, race, ethnic background, religion, deliberate intimidation, victimization, inappropriate physical contact and unsolicited sexual attention. Furthermore, it is disallowed to use words or symbols commonly recognized and known as inappropriate, including profanity or terms that might offend someone's religious or worldviews, or those that are considered discriminatory.

4. Destroying signs, advertisements, devices and equipment at the Conference is prohibited and Participants and Speakers are obliged to use sanitary areas the way that they are meant to be used.
5. Participants and Speakers are required to notify PROIDEA of any cases of inappropriate behavior (especially of the kind mentioned above) carried out on the part of other Participants.
6. Every Participant is required to wear a lanyard and conference badge/nametag in a place visible (to PROIDEA) or else must present it upon every request for the entire duration of the Conference. PROIDEA reserves the rights to dismiss from the Conference venue any individual who does not have a nametag and lanyard. The Participant may not give another person his or her conference nametag or lanyard, as the conference ticket is given to a specific individual. Every Conference Participant should have his or her sticker with him, printed or in electronic format, for the purpose of showing it to PROIDEA upon request.

## **IX. Extrajudicial resolution of disputes**

1. Any disputes arising between PROIDEA and a User, who is a consumer (i.e. a physical person carrying out legal activity not directly related to his or her business or career activity, who possesses the full capability to carry out legal duties [understood as a person who is not incapacitated or under the age of 18, and may act on his or her own behalf in legal matters]) may be resolved amicably. Details regarding the means for such, as well as access to extrajudicial forms of resolving disputes can be found here:  
[https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php)
2. Details regarding the use of extrajudicial and dealing with such complaints and seeking redress, examining disputes and the regulations regarding the access to such procedures is available in the offices of, as well as on the websites of:
  - a. city consumer representatives
  - b. social organizations, whose statutory tasks including protecting a consumer (including Federacja Konsumentów [the Consumer's Federation], Stowarzyszenie Konsumentów Polskich [the Organization for Polish Consumers]). The Consumer's Federation provides advisory services at their number 800 007 707 and the Organization for Polish Consumers can be reached via email [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl)
  - c. Wojewódzki Inspektorat Inspekcji Handlowej and under the following web addresses, Urząd Ochrony Konkurencji i Konsumentów:  
[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php)  
[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)
3. In the case that a dispute arises between PROIDEA and a User (being a consumer) concerning the contract of participation at the Conference, the consumer has the right to use extrajudicial means of examining the complaint and seeking redress, including filing a complaint in one of the EU's official languages, including in Polish, via the EU internet platform ODR, available at the address: <http://ec.europa.eu/consumers/odr/>
4. A User who is also a consumer is authorized to turn to the City's sales inspector (Wojewódzki Inspektor Inspekcji Handlowej), in accordance with art. 36 of the Directive from 15 December 2000 regarding Sales Inspection, with the application to initiate mediation proceedings in the case of an amicable resolution to a dispute between the consumer and PROIDEA. Information regarding the rules and mediation procedures carried out by the City Inspector of Sales Inspection is available in their offices as well as on their websites.

5. A User who is also a consumer is authorized The Permanent Consumer Arbitration Court, mentioned in art. 37 of the Directive from 15 December on Sales Inspection, with an application to resolve the dispute arising from the contract.

#### **X. Registering the course of the Conference**

1. During the Conference, PROIDEA and the Conference partners are authorized to save and distribute the proceedings of the Conference, both in audiovisual (for news purposes, interviews, as well as artistic purposes or music videos) and visual form (photographic and artistic) for purposes of documentation, as well as promotional purposes or advertising. For this reason, the image of a person at the conference may be saved without charge, and following this, may be disseminated for reasons mentioned above, at any time. This is a fact that the Participant agrees to upon entering Conference terrain.
2. PROIDEA would like you to keep in mind that the Conference will be filmed, photographed, transmitted and recorded on different audio-visual devices, as well as on radio devices, online and through other types of public transmission that falls under new technical recording methods.

#### **XI. Final resolutions**

1. The User gives his or her consent to being sent the regulations in electronic PDF format.
2. If not otherwise stated in the Regulations, contact between PROIDEA and the User who filled out the registration form for the Participant or Speaker, will be carried out electronically, through the email address given during registration on the part of the User, and from the address [aleksandra.mistak@proidea.org.pl](mailto:aleksandra.mistak@proidea.org.pl) on the part of PROIDEA, or through another address in the same domain.
3. Deeming unfit or invalid specific resolutions of the present Regulations provided for by the law does not affect the validity or effectiveness of the rest of the resolutions presented in the Regulations. A rule which is deemed to be closer to the goals of the list of regulations will be put in place of the invalid resolution.
4. The privacy policy is an integral part of the Regulations.
5. The applicable law for the contract drawn between the User and PROIDEA, the subject of which are the services provided on the conditions described in the Regulations, is Polish law.
6. The current Regulations are published on the web page of the Service, and also distributed to the User upon request to the User's email address free of charge.
7. The date provided below is the valid date of the Regulations in the most recent version 23.04.2019.
8. PROIDEA reserves the rights to change the date of the conference or cancel the conference in the case of an event (state of emergency, natural disaster), which may prevent the Conference from taking place on the dates provided in the Regulations. Participants who withdraw participation in the Conference scheduled to take place on a different date than the original date have the right to withdraw from the contract within 14 days of notification of a change in date.
9. If due to force majeure, including inability to organize an event due to an epidemiological situation:
  - a) the event will be moved to another date, the event ticket purchased by the Participant will be automatically transferred and thus the period of possible resignation from the ticket will

be extended (60 days from the new date of the event).

b) the event will take place in a different form than intended, e.g. in a virtual instead of stationary form, the Participant will receive a ticket for a new form of the event, may additionally receive additional compensation in the form of a refund of a part of the amount paid or a discount for the next edition of the event. In addition, in the event that the new form of the event does not suit the Participant, he will have the right to completely resign from the ticket and refund the costs incurred. The refund will be processed within a maximum of 90 days from the end of the event.

c) The event regulations in a new form or new date may be subject to change.

10. PROIDEA reserves the rights to make any changes to the Regulations. Users will be notified of any change made to the Regulations via an announcement in the Service, within a window of 14 days prior to the implementation of such a change. In the case that a User does not agree to the changes made in the Regulations, he or she should inform PROIDEA of that fact. Lack of consent regarding new additions to the Regulations is seen as withdrawal from the contract mentioned in art. 384.1 of the Civil Code, and is effective the day that the contesting of changes to the Regulations has been received. Until that time, the User must abide by the current resolutions.

**Appendix:**

Appendix no 1 - [TEMPLATE OF THE STATEMENT OF RESCISSION OF THE AGREEMENT](#)