# **TERMS AND CONDITIONS**

### 1. General Provisions

- 1.1. The Terms and Conditions apply to the participants of the **2nd Forum of the Polish Biomethane Organisation as part of the European Biomethane Week** (the "Terms and Conditions"), hereinafter referred to as the Forum, organised by the Polish Biomethane Organisation with its registered office in Warsaw, at ul. Mokotowska 33/35, 00-560 Warsaw, entered into the register of associations, other social and professional organizations, foundations and independent public health care establishments kept by the District Court for the Capital City of Warsaw XII Commercial Division of the National Court Register, under KRS number: 0000989734, NIP number: 7011104451 (hereinafter referred to as: the "PBO" or the "Organiser").
- 1.2. The Forum will take place on **21.10.2024** at the Reneissance Hotel Okęcie Hotel at Żwirki i Wigury 1H, Warsaw 02-143. The official website of the Forum can be found at: www.bioCH4.org.
- 1.3. The PBO reserves the right to cancel, shorten or postpone the date or venue of the Forum, as well as to change the program of the Forum, and undertakes to inform the interested parties thereof at www.bioCH4.org, and if the changes occur after the registration of participation has been made it will also inform them electronically by sending an e-mail to the address indicated in the registration form, with due notice.
- 1.4. The Terms and Conditions are an integral part of the Forum application and they apply to all participants.

## 2. Participation in the Forum

- 2.1. Only a person who has registered by filling out the registration form and paid the relevant fee (the "Fee") in accordance with the Terms and Conditions may be a participant in the Forum.
- 2.2. A condition of participation in the Forum is:
  - a. submitting an online application via the application form on www.bioCH4.org by 13.10.2024 and
  - b. making a payment of the applicable fee within the period indicated on the invoice.

The execution of the steps described above leads to the conclusion of an agreement with the Participant for participation in the Forum as of the date of payment of the Fee (the "Agreement").

2.3. Correct online registration involves accepting the Terms and Conditions and providing the following details on the application form: name and surname, address, e-mail address, telephone number. In the case of a business, additionally: company

- name, company address street, premises number, city, country, tax identification number (NIP), e-mail address.
- 2.4. Within 30 days of submitting the registration form, the Organiser will issue a VAT invoice for the payments made and deliver it electronically to the e-mail address indicated during registration.
- 2.5. Payment of the Fee shall be made by making a bank transfer, to the Organiser's bank account specified in the invoice.
- 2.6. Failure to pay the Fee in full by the indicated deadline will result in the Organiser not accepting the application.
- 2.7. Applications sent after 13.10.2024 will be considered by the Organiser on a caseby-case basis only if there are vacancies.
- 2.8. Acceptance of the participation application will be confirmed by the Organiser by email.
- 2.9. Certificates of participation in the Forum will be issued upon request by the participant addressed in an e-mail to: biuro@bioCH4.org.
- 2.10. The Forum Fees are set out on the website www.bioCH4.org under the Registration tab and hereinbelow. The prices are net prices (excluding VAT).

Date of registration	Charge
by 31.08.2024	EUR 450,00 net
01.10-13.10.2024	EUR 590,00 net

- 2.11. In the case of participation in the Forum, the Forum Participant is responsible for the costs of travel, stay and accommodation.
- 2.12. As part of the Forum Participation Fee, the Organisers provide: participation in thematic sessions, a set of conference and promotional materials, organisational and catering costs on 21 October 2024 (coffee break and lunch).
- 2.13. By accepting the Terms and Conditions and participating in the Forum, the Participant authorises the Organiser to use, record, process, reproduce, distribute free of charge the physical likeness recorded in the form of a photograph or video recording, and authorises the Organiser to distribute the physical likeness recorded in connection with the participation in the Forum for informational, promotional, advertising purposes related to the Forum or the PBO's activities, including on the PBO's profiles on social networks such as Twitter or LinkedIn. The consent applies where the Participant's physical likeness is not part of the Forum.

#### 3. Complaints or cancelling participation in the Forum

3.1. The participant is entitled to make a complaint. Complaints can be submitted by e-mail to: biuro@bioCH4.org. The PBO will endeavour to deal with the complaint without delay, but no longer than 30 days after receipt. If the Participant fails to

provide the data necessary to process the complaint, the Participant will be requested to complete the data. If the time limit for the Participant to complete the data has expired without success, the complaint shall be deemed null and void and the complaint will be closed.

- 3.2. The Participant may withdraw from the Forum no later than 13.10.2024 under the terms and conditions set out below. The PBO will reimburse the Participation Fee paid by bank transfer only on the basis of a request from the Participant sent by electronic mail (e-mail) to: biuro@bioCH4.org. In the e-mail, please indicate the bank account number to which the Fee paid is to be refunded.
- 3.3. The PBO will reimburse the amount due by means of a transfer to the bank account specified in the e-mail by the person concerned no later than 14 days after receipt of the e-mail by the PBO.
- 3.4. The Participant can transfer his/her participation to others free of charge by sending information to the e-mail address: biuro@bioCH4.org.
- 3.5. The Participant shall not be entitled to rescind the agreement pursuant to Article 38 point 12 of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2020, item 287 consolidated text, as amended). However, the Organiser grants Participants who are Consumers the right to cancel their participation in the Forum within 14 days of the conclusion of the Agreement, but no later than before the commencement of the Forum, without giving any reason. In this case, the Fee paid shall be refunded in full.
- 3.6. The Organiser reserves the right to cancel the Forum due to an insufficient number of registrations. In such a case, the Participant will be informed of the cancellation of the application individually by an employee of the Organiser and the Fee for participation in the Forum will be refunded in full within 14 days to the bank account provided by the Participant.
- 3.7. In the event that the Forum does not take place due to force majeure, which is considered to be any unforeseeable situations or events of an exceptional nature, in particular natural disaster events such as flood, hurricane, snowstorm, gale of extraordinary force, tornadoes, unusually intense and prolonged downpours, or extraordinary and external events which could not have been prevented, in particular war, martial law restrictions, insurrection, revolution, riots, pandemic, epidemic, the participant shall not be entitled to reimbursement of any fees related to the participation in the Forum, as well as the costs of additional services commissioned to the Organiser by the participants of the Forum, to the extent that the Organiser will be forced to cover from these fees the costs related to the previously undertaken activities of the organisation of the Forum.

#### 4. Rules of order

- 4.1. It is not permitted for Participants to record (photographing, filming, sound recording) any point of the Forum program by any audio-visual means, unless the Participant has obtained the appropriate permission from the PBO. If the above activities are likely to cause disruption to the organisation and conduct of the Forum, the PBO may issue an order to stop them. If the Forum is recorded without consent, the PBO shall be entitled to withdraw from the Agreement with immediate effect and to terminate the Participant's right to further participation in the Forum.
- 4.2. In accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws 133 of 29 October 1997, item 833) and other relevant regulations, the Forum Organiser shall not pass on, sell or lend the collected personal data of the Participants to other persons or institutions. The personal data provided by the Participant is treated as confidential information and is used only for the purposes of the Forum, as well as for the marketing purposes of the Forum Organiser.
- 4.3. Participants are fully liable for any damage they cause, both on the premises where any Forum-related activities are carried out and in their accommodation.
- 4.4. Participants are fully responsible for all materials and information presented by them or their delegates at the Forum, including but not limited to name/logo, advertisements, stands, roll-ups and other publicity materials. Participants are also fully responsible for all statements and presentations made at the Forum by them or their delegates.

## 5. Processing personal data

- 5.1. The controller of the personal data processed in connection with the organisation of the Forum is the Polish Biomethane Organisation with its registered office in Warsaw at ul. Mokotowska 33/35, 00-560 Warsaw, entered into the register of associations, other social and professional organizations, foundations and independent public health care establishments kept by the District Court for the Capital City of Warsaw XII Commercial Division of the National Court Register, under KRS number 0000989734, NIP number: 7011104451.
- 5.2. Personal data of the Participants will be used under the terms and conditions of the 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 (the "GDPR"), Polish regulations adopted to enable the application of the GDPR, other applicable laws and the Terms and Conditions.
- 5.3. The personal data provided in the application form/online registration will be processed for the purpose and to the extent related to the organisation of the Forum. The basis for the processing of personal data is Article 6(1)(b) of the GDPR performance of the Agreement (acceptance of the Terms and Conditions and submission of the application form to participate in the Forum as well as

- acceptance by the Organiser of the application and the Fee which constitutes the conclusion of the Agreement).
- 5.4. The PBO may also process the personal data of Participants in order to establish, defend or pursue claims remaining in connection with the Forum, as well as to promote the Forum, e.g. by publishing photographs with the image of Participants on social network sites administered by the Organiser, which constitutes its legitimate interest (Article 6(1)(f) of the GDPR). In this case, the personal data will be kept for the statutory period of limitation of claims or after the purpose for which they were collected has been fulfilled.
- 5.5. Participants have the rights to: a) access their data, b) rectify their data, c) withdraw their consent to data processing d) data portability e) data erasure. The Participant, within the limits of the law, also has the right to object to the processing of his/her personal data or to request a restriction of processing where the Organiser is processing it for a purpose arising from its legitimate interest. The exercise of the rights referred to above can be done by indicating your requests in writing sent to the Controller's address.
- 5.6. The data were obtained directly from Participants. Their provision is voluntary, but necessary for the aforementioned processing purposes.

# 6. Final provisions

- 6.1. The Organiser has the right to change the provisions of the Terms and Conditions, which will not affect the rights and obligations of persons who became Forum Participants before the change of the Terms and Conditions.
- 6.2. The Terms and Conditions come into force on the date of their publishing on the website www.bioCH4.org.
- 6.3. Any disputes between the Participant and the Organiser that may arise from the Participation in the Forum shall be settled by the court having jurisdiction over the registered office of the Organiser.
- 6.4. In matters not regulated herein, appropriate provisions of the Civil Code shall apply.