

# Rules of Participation in ABSL Diamonds 2024 gala organised by the Association of Business Service Leaders (ABSL)

3 December 2024, Warsaw

## Art. 1. General

### 1. Definitions

- a. ABSL, Związek Liderów Sektora Usług Biznesowych (*Eng. Association of Business Service Leaders*), Rondo Organizacji Narodów Zjednoczonych 1, 00-124 Warszawa, Poland.
- b. **CONREGO**, CONREGO Spółka z ograniczoną odpowiedzialnością (*Ltd.*) with the registered address in Gorzów Wielkopolski (66-400), Plac Jana Pawła II nr 108A/2, KRS: 0000716221, NIP: 599-321-52-85.
- c. Event, ABSL Diamonds 2024 gala organised by Związek Liderów Sektora Usług Biznesowych (*Association of Business Service Leaders, ABSL*) and scheduled to take place on 3 December 2024.
- d. Organiser, the ABSL with CONREGO acting on its behalf and for its benefit.
- e. Partner, any natural or legal person, or an organisation without legal personality, supporting the organisation of the Event or personality financing the Event in full or in part
- f. Seller (CONREGO) shall be both the Seller and the settlement agent for the participation fees.
- g. Registration System (System), a web application, owned by CONREGO, handling the registration of Participants for the Event.
- h. User, any person using the System to perform the Event registration process on its own behalf or on behalf of another User.
- i. Participant, a natural person aged 18 or more with full legal capacity, a legal person, or an organisation without a legal personality, but authorised to acquire rights in its own name and to undertake obligations in its own name, which has correctly registered itself (or has been registered by another User) for the Event using the System no later than 29 November 2024.
- j. **Service Contract (Contract)**, a contract, regulated by these Regulations and by any other applicable legal regulations, between the Organiser and the User to provide the User with the Organiser's services in relation to its organisation of the Event and an opportunity to take part in the Event.
- k. Bank Account, the Seller's bank account No. PL 60 1140 2004 0000 3302 7741 5256, held with mBank S.A., to which payments for participation in the Event will be credited.
- l. Entering into the Service Contract (**Entering into Contract**), the moment, when the fee due for the User's participation in the Event is effectively credited to the Seller's bank account. From that point on, the User is regarded as having entered into a contract for services offered by the Organiser, which shall be confirmed by an email message with a suitable VAT invoice attached.

- m. Participation Fee, an amount defined by the Organiser to be paid by the Payer in order to provide the User with the possibility of participating in the Event.
- n. Payer, an entity paying the Participation Fee on its own behalf or on behalf of another User.

## 2. **Additional information**

- a. The Event's official on-line service is found on: <https://absldiamonds.com>.
  - b. The System covers the service of storing the User registration details (including full name, name and address of the employer, position, email address and telephone number) and the handling of the registration process (involving the collection, recording, storing, updating, supplementing and removing of such details) by the Organiser, or the Seller.
  - c. The technical requirements involved in the use of the System are no different from those involved in the general use of the Internet. The User will need a computer with Internet access and browsing software. Recommended browsers include: Mozilla Firefox and Google Chrome.
- a. The provisions of these Regulations shall constitute an integral part of any application to participate in the Event and shall be binding on all Users.

### Art. 2. Terms and conditions of participation

1. To participate in the Event Participants must fulfil the following conditions:
  - a. Apply to participate in the Event solely via an application form available on the Event website;
  - b. Accept the terms and conditions herein; and
  - c. Pay the Participation Fee as specified by the Organiser, in accordance with Art. 4 hereunder, except Participants exempt from the fee under internal ABSL regulations or under any other contracts or agreements.
2. The Organiser reserves the right to change the speakers (including the Event's special guests) or the Event agenda for reasons outside its control.
3. The Organiser reserves a right to change the dates of the Event for reasons outside its control. In such a case, the User shall have the right to withdraw from the contract within 14 (fourteen) days of obtaining information about such a change, but no later than on the day prior to the day on which the Event starts. The Organiser shall not be liable to covering any expenses incurred by the Participant with regards to the Event, except the refunding of the Participation Fee, as stated in Art. 4 hereunder.
4. The number of places for participants in the Event is limited. Participation requests will be granted on a first-come first-served basis with the date of Entering into the Contract as the criterion. Additional criteria may result from restrictions related to the epidemiological situation in the country, referred to in Art. 12 (Special provisions relating to epidemic safety).

5. The Organiser reserves the right to reject an application due to lack of places remaining, or when the application was entered into the System after the registration deadline mentioned in Art.3 Sec.2 above, even if the User holds the right (under internal ABSL regulations or other contracts) to eligibility for free or reduced-fee participation in the Event.

6. Without prejudice to the provisions of Art. 6 (Exploitation of image, voice and utterance) and of Art. 7 (Personal Data), the Organiser reserves the exclusive right to record sound and video during speaker activity at the Event (including special guests). Any recording by persons without the Organiser's authorisation shall be expressly prohibited.

7. In the event of introducing changes to these Rules of Participation or creating separate documents regulating the rules of participation in individual interventions, the Organizer will inform the Participants by e-mail, and will also post relevant information on the Event's website: <https://absldiamonds.com/>.

### Art. 3. Online Tickets

1. Participants can only register for the Event via an on-line form available at <https://absl-gala.conrego.pl/>.

2. The registration shall be opened on 22 July 2024 until the tickets are sold out, but no later than until 29 November 2024.

3. To correctly register in the System Users must fill in all fields marked with an asterisk (\*).

4. By entering their details in the System during the registration process Users confirm that the details are correct.

5. After filling in and confirming the truthfulness of the details entered in the registration form, the User will be emailed a message confirming the registration to the email address they have provided. For all paid registrations, Users will receive a pro-forma invoice attached to such confirmation messages.

6. Participation in the Event shall be paid for and will cover:

- a. Welcome Drink,
- b. ABSL Diamonds Ceremony,
- c. Dinner,
- d. Afterparty event.

### Art. 4. Payments

1. The Event Participation Fee shall be as follows:

- a. Early Birds (available up to 7 October 2024)
  - (i) **1 590** PLN net (1955,70 PLN inclusive of 23% VAT) for the **ABSL member companies**,
  - (ii) **1990** PLN net (2447,70 PLN inclusive of 23% VAT) for **other** participants,
- b. Regular prices (available from 8 October 2024)
  - (i) **1 790** PLN net (2201,70 PLN inclusive of 23% VAT) for the **ABSL member companies**,
  - (ii) **2 190** PLN net (2 693,70 PLN inclusive of 23% VAT) for **other** participants,
2. Any special offers and discounts that the Organiser may offer shall not be cumulative.
3. The Seller has envisaged the following payment formats:
  - a. For natural persons: a payment to the Seller's Bank Account on the basis of the pro-forma invoice sent to the User's email address included on the registration form;
  - b. For legal persons and organisation entities without a legal personality:
    - (i) payment to the Seller's Bank Account on the basis of the pro-forma invoice sent to the User's email address included on the registration form,
    - (ii) payment using a Visa, or MasterCard credit card, or by instant transfer available on the PayU S.A. payment platform integrated in the registration system.
4. A relevant VAT invoice will be sent solely by email to the address indicated by the Payer during the registration within seven days following the effective crediting of the payment on the Seller's Bank Account, or following a positive authorisation of a payment made through the electronic channel.
5. All pro-forma invoices received as an attachment to the registration confirmation emails shall be payable within seven days.
6. For Participation Fees paid after 28 November 2024 the Seller reserves the right to demand that the Participant send a payment confirmation by email on pain of rejecting the Participant's right to participate in the Event.
7. Participants are required to be fully authorised to enter into a financial commitment on behalf of the Payer and in the case of a lack of such authorisation the User shall bear full responsibility for fulfilling the contract entered into.
8. Participants shall have a right to withdraw from the Service Contract with a full right to have the Participation Fee refunded only in the cases defined in the applicable legal regulations and hereunder.
9. Event Participation Fees eligible for any reduction (pursuant to internal ABSL regulations or other contracts) shall not be refundable with the exception of cases explicitly covered hereunder, e.g. in Art. 2 Sec.2 and Art. 2 Sec.3.
10. Where a request for a refund of a Participation Fee has been accepted, the Seller shall refund the Participation Fee less the cost of such a refund made in the least

expensive way available within 14 (fourteen) days of receipt of such a request by the Seller.

11. Consumer Participants, i.e. natural persons, making payments of the Event Participation Fees for purposes not directly related to their business, or professional or statutory activity may withdraw from the Service Contract within 14 days of Entering in the Service Contract, but no later than before the Event has started. In such cases the Seller shall refund the Participant the amount to the bank account indicated by the Participant.

12. Should a User, or a non-User of the System make any payment to the Seller's account without any connection to the registration process, nor towards a Participation Fee, the Seller shall refund such payment less the cost of the refund made in the least expensive way available within 14 (fourteen) days of the day when the Seller receives a request for a refund of such an incorrectly paid amount.

13. If under these Regulations a User is eligible for a refund of a paid Participation Fee, the Seller shall make the refund to the bank account indicated by the User.

14. The Participation Fee mentioned in section 1 above shall not include any expenses made in relation to the planned participation in the Event, including travel to or accommodation during the Event.

#### Art. 5. Details of Partners

1. By accepting the Regulations, the Participants acknowledge that Partners may conduct marketing activities during sessions (and/or workshops and social events).

2. Partners have been informed by the Organiser that they are prohibited from engaging in any kind of marketing activities towards the Event Participants that would be unethical, or would violate legal and moral norms.

#### Art. 6. Exploitation of Image, Voice and Utterance

1. Without prejudice to the provisions of Art. 7 (Personal Data), the Organiser hereby declares that the Event will be recorded in audio-visual and/or still photography formats and that the works thus produced will be used for broadcasting in mass media (TV, radio, Internet, press, etc.) or for the purposes of documentation, promotion, or advertisement of the Organiser, Partners and other persons indicated by the Organiser, as well as of the Event itself (commercial use) and the Participant consents to these actions.

2. The Organiser hereby notifies that the works mentioned in Art. 6 Sec.1. above will be recorded throughout the Event venue unless the Organiser expressly designates recording-free zones. The Organiser asserts that additional signage may be introduced within the venue during the Event which shall be intended to identify the mode of recording and the subsequent use and/or dissemination of the works mentioned in Art. 6 Sec.1.

3. The Participant hereby authorises the Organiser to use their image and/or voice and utterances (if the Participant makes such during Q&A sessions and/or on camera) to create (also by combining these utterances or their fragments with other recordings) above mentioned works and to disseminate them as parts of such works for the purposes mentioned in Art. 6 Sec. 1 above, in whole or in part, and hereby provides non-exclusive and free-of-charge consent, without any restrictions of the time or territory, to their use by the Organiser or by any entities authorised to do so by the Organiser (in particular all Partners or entities authorized to conduct the above-mentioned registration in the form of an audiovisual recording or photos and broadcast in the mass media referred to in Art 6 Sec. 1) in the following fields of exploitation:

- a. Production and reproduction using printing, reprographic, magnetic, digital, photosensitive, audio-visual, optical, or computer recording techniques;
- b. Entering in computer memory or multimedia networks;
- c. Multiplication and recording the work or parts of it (or any of its elements) using digital and analogue techniques on any electronic and analogue carriers;
- d. In marketing – direct or indirect entering into circulation using any available avenues, techniques and carriers and on all available distribution channels, including:
  - (I) By the transfer of ownership, a loan, lease or rent, and the making available for use of the original or a copy on the grounds of other legal relationships;
  - (II) As a component of any entity’s activity, their know-how or items of intellectual or industrial property, as well as while offering or selling any products or services, and as part of any information, promotion or advertising campaigns, and in any offer, commercial or promotional materials of any entity, as well as by using any technologies and carriers described under letter a) above, in any activity;
- e. Broadcasting and rebroadcasting through cable or wireless vision signal by a terrestrial station or via a satellite, by TV or radio broadcast (including in a cable or coded TV), including a right to rebroadcast on digital platforms and/or in cable networks, webcasting, and simultaneous integral broadcasting (rebroadcasting) by any radio or TV broadcaster;
- f. Public exhibition, screening, playing, or any other use in any format of exploitation, in particular in open and private viewings, ticketed or otherwise;
- g. Making the work or parts of it (or any of its elements) publicly available in such a way as to make it available to anyone at a time and place chosen by them and with any technique;
- h. Use in film and other audio-visual and multimedia works;
- i. Transferring the work to partners, including a right by such partners to

use the work or the content of the work, including the granting of licenses with the right to sublicensing;

j. Any formats of translation of utterances;

k. In the area of producing, using, disposing and the dissemination of derivative works of pieces of works produced using the image and/or utterances; such a consent and authorisation shall cover using them in the exploitation fields defined in sections a-j above.

## Art. 7. Personal Data

1. The personal data controller shall be Związek Liderów Sektora Usług Biznesowych (*Eng. Association of Business Service Leaders*) with its registered address in Warsaw, ul. Rondo ONZ 1, 00-124 Warszawa, registered with the National Court Register under No. 340712. For questions related to the processing of your personal data and your rights, please contact us in writing at: ul. Rondo ONZ 1, 00-124 Warszawa, or by email at: [absl@absl.pl](mailto:absl@absl.pl).

2. The Participant's personal data will be used in accordance with conditions defined in the Regulation (EU) 2016/679 of the European Parliament and 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 (GDPR), Law of 10 May 2018 on the protection of personal data (Official Journal, Dz.U. of 2018, item 1000, UODO), Polish regulations adopted to facilitate the application of the GDPR, and any other applicable legal regulations, and these Regulations.

3. Personal data provided through the on-line application shall be processed for the purpose and within the scope of the Event. The grounds of the personal data processing are Art. 6.1.b) of the GDPR – performance of a contract (acceptance of the Regulation and an application to participate in the Event and the acceptance by the Organiser of the application and the participation fee constitute the Entering into the Contract). The Organiser may also process the data to determine, defend or pursue claims remaining in connection with the Event that is organised, which is its legitimate interest (Art. 6.1.f GDPR). In these cases personal data will be stored until expiration of punishable offences or claims, as defined by relevant legal regulations. Additionally, the Organiser will also process personal data of the Participants to comply with its legal obligations under the tax and accounting regulations, in particular in terms of the correct documentation of transactions for tax settlements, preparing its financial reports and complying with the accounting regulations, i.e. to perform duties necessary for compliance with a legal obligation (Art. 6.1.c GDPR). In this case, the personal data will be stored for a period defined by the relevant accounting regulations and tax regulations.

4. Additionally, based on and solely to the extent that the Participant has provided their consent, personal data will be processed to the extent necessary to deliver the objective(s) of the contract, to which such consent has been given. The grounds for

personal data processing are provided by Art. 6.1.a) GDPR – freely given, unambiguous, informed and specific agreement of the person to whom the data is related. Personal data processed under such consent shall be stored for a period necessary for the purposes they have been collected for and in any case no longer than until the Participant may withdraw his or her consent. Withdrawal of consent shall not affect the legality of any processing performed upon this consent prior to its withdrawal.

5. While participating in the Event a Participant, who gives an interview that is visibly recorded (voice and/or picture), or who appears in an area that is covered by an audio-visual and/or still photograph recording, and in particular who engages in public dialogue or utterance within such an area, gives, by sole virtue of engaging in such activities, his or her free and informed consent to the processing by the Organiser of his or her image, voice and utterance content for the purpose of the documentation of the Event and for advertising and promoting purposes of the Organiser and Partners referred to in the above Art. 6 Sec. 1. In such cases, the personal data shall be stored for the period necessary to achieve these purposes.

6. Data submitted during the Event registration is given freely. For Participants registered by third persons their personal data indicated by the on-line form are made available by the Participant.

7. The Organiser may transfer personal data outside the European Economic Area pursuant to the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (2010/87/UE), as well as UE-US Data Privacy Framework, if applicable, in the case of publishing photos from the Event on social networks, incl. LinkedIn, Facebook, YouTube. By accepting these Regulations, the Participant consents to the conclusion of Standard Contractual Clauses on his behalf and for his benefit. The content of the Standard Contractual Clauses in relation to the aforementioned social networks is presented below:

a. Meta Platforms Ireland Limited:

[https://www.facebook.com/legal/EU\\_data\\_transfer\\_addendum](https://www.facebook.com/legal/EU_data_transfer_addendum)

b. Google Ireland Limited:

<https://privacy.google.com/businesses/processor/terms/mccs/>;

<https://policies.google.com/privacy#europeanrequirements>

c. LinkedIn Corporation:

<https://www.linkedin.com/help/linkedin/answer/62548/przekazywanie-danych-z-unii-europejskiej-europejskiego-obszaru-gospodarczego-i-szwajcarii?lang=pl>

8. Personal data may be transferred to the following recipients: a) Partners; b) the Seller; c) our partners and service providers involved in the organisation of the Event; d) a provider of a hosting service for data processed automatically or via e-mail, including Meta Platforms Ireland Limited, the LinkedIn Corporation and Google Ireland Limited; e) entity authorized to filming or taking pictures at the Event f) the developer of an application used during the Event and other ABSL events; g) accounting and legal service providers; h) members of the Organiser; i) state bodies to the extent the Organiser is bound by its obligations under mandatory rules of law.



9. Participants shall have the right to: a) access and receive copies of their data, b) demand to rectify (correct) their data, c) demand to remove their data or limit their processing, d) file an objection to data processing in cases defined by law, d) transfer the data that is subject to automated processing (to the extent permitted by the GDPR), and f) make claims to the supervising authority, namely the President of the Polish Personal Data Protection Office.

10. The Organiser shall not engage in automatic decision-making, including profiling using personal data.

#### Art. 8. Participant Obligations

1. The Organiser reserves the right to use the e-mail address submitted during the Event registration to notify Event Participants about such matters, as for example changes in the Event Agenda or Regulations.

2. Participants shall observe the provisions of the applicable Event venue site regulations, including specifically security, health and safety and fire regulations.

3. The Event Participant hereby confirms to have acquainted themselves with the Regulations and undertakes to adhere to them.

4. Before entering the Event venue, Participants should have the wrist band with QR codes on hand. The wrist bands shall be available for collection at a dedicated Participant registration site.

5. The Participant undertakes to:

a. Observe any instruction that may be given by the Organiser's stewards, or any other persons authorised by the Organiser;

b. Adhere to the rules involved in video/audio recording of the speakers (including special guests) during the Event, as stated in Art. 2 Sec.6 herein;

c. Not disturb the peace of other Event Participants and of other persons within the Event venue;

d. Use any training materials that may be handed out by the Organiser as part of the Event solely for the Participant's private purposes, as defined in Copyright and Related Rights Law;

e. Comply with the provisions of generally applicable law.

6. The Participant hereby acknowledges that should the Organiser determine that the Participant is in breach of the provisions of these Event Regulations or additional provisions regarding individual interventions of the Participants s referred to in Art. 2 Sec. 7, or the Participant does not comply with Organiser's instructions, the Organiser shall have the right to refuse the Participant the right to participate in the Event and demand that he or she leaves the Event venue or the grounds of the facility where the Event is organised without his or her right to claim a refund of the Event Participation

Fees.

7. Participants shall be fully liable, including for damages, for any damage they do within the facilities involved in any Event-related activity, as well as in their places of accommodation, etc.

### **Art. 9 Complaints and Disputes**

1. Participants may file complaints by e-mail to [Joanna.lulek@absl.pl](mailto:Joanna.lulek@absl.pl) or to the address for correspondence of the Organiser included in the Definitions.

2. Complaints should be filed within 14 days of the Event's closing day.

3. A complaint should include:

- a. The Participant's full name (name);
- b. The Participant's address for correspondence, e-mail address and telephone number;
- c. The object of the complaint, including which Event it pertains to;
- d. The factual circumstances corroborating the complaint.

4. The Organiser shall consider each complaint within 14 days of its filing and respond to the claimant, by email or land mail to the address from which the complaint was sent, stating whether the complaint has been accepted or rejected.

5. For accepted complaints, the Organiser shall also inform the Participant of the details of the solution chosen to resolve the complaint.

### **Art. 10 Out of court complaint and claim procedures and access to such (CONSUMERS ONLY)**

1. Consumer Participants and Payers may avail themselves of out-of-court methods of considering complaints and pursuing claims. The rules of availability of such procedures are available in the offices and on the websites of bodies authorised to consider disputes out of court. Such bodies may, in particular, include Polish consumer spokespersons and Regional Offices of Competition and Consumer Protection, the list of which is available on the website of the Office of Competition and Consumer Protection.

2. The Online Dispute Resolution (ODR) platform designed for resolving disputes between consumers and entrepreneurs at the EU level is available at <http://ec.europa.eu/consumers/odr/>.

## **Art. 11 Organiser's responsibility. Force majeure**

1. The Organiser will not be held responsible for failure to comply with the Agreement in the event that it will not be able to meet its obligations under the Agreement and the Regulations (as well as when the Event is cancelled or its date is changed) due to force majeure, in particular due to following reasons: fire, earthquake, flood, epidemic (including, among others, a significant epidemiological threat, restrictions from public authorities regarding the suppression/avoidance or prohibition of public gatherings or mass events, or events not having the characteristics of gatherings or mass events, but gathering participants in a specific space, which results in an increased risk of spreading the threat, etc.), general strike, general riots, natural catastrophe, embargo, state of emergency or war. Force majeure will also include cases of such intensity of difficulties, restrictions or requirements with regard to security, rules of travel/accommodation, organization of events, movement, quarantine or other restrictions introduced to fight the coronavirus pandemic that would result in the position that the fulfilment of Organiser's obligations will become excessively burdensome or impossible, or will lose its economic importance.
2. The Organiser reserves the right to cancel the Event or to change the date of the Event due to force majeure, understood as described in paragraph above. In case of the cancellation of the Event, the Participation Fee shall be refunded to the Participant in accordance with the provisions of Art. 4.

## **Art. 12 Special provisions relating to epidemic safety**

1. The Organizer informs that due to the epidemic threat that occurred in the past, it cannot be ruled out that in the future the Organizer will be subject to generally applicable laws or government agencies and ministries guidelines regarding allowing people to participate in Events with symptoms indicating virus infection (SARS-COV 2 or any other virus). This type of regulations may also introduce a limit on the number of people allowed to participate in the Event, including the limit of people not vaccinated against specific viruses, to which the Organizer must comply. Information on such restrictions will be updated on an ongoing basis and made available to Participants via e-mail and on ABSL websites.
2. If such or similar restrictions or guidelines related to preventing the spread of diseases or viruses are introduced, the Participant is obliged to inform the Organizer of any circumstances relating to him that may affect his participation in the Events, taking into account the applicable restrictions or guidelines.
3. Taking into account past experience and restrictions in the field of preventing the spread of diseases and viruses, the Organizer informs that Participants may in the future be obliged to have and wear personal protective equipment during the Event, specified in regulations, guidelines or recommendations in force at a given time. In addition, Participant may be required to comply with currently applicable orders, prohibitions and restrictions. The Organizer has the right to refuse admission to the

Event and to remove from participation in the Event the Participant who does not comply with the applicable rules of procedure, without the right to seek claims in this respect by the Participant. In the event of introducing new generally applicable regulations/guidelines/ recommendations imposing obligations on participants in mass events regarding vaccinations or other procedures, the Participant is obliged to follow them and strictly comply with them. Information on such guidelines / recommendations will also be updated on an ongoing basis and made available to Participants via e-mail and on the Event website.

### **Art. 13 Final Provisions**

1. The Organiser reserves the right to make changes to these Regulations. After each such change, the Organiser shall make available a consolidated text of the Regulations by posting it on the Event website at <https://absldiamonds.com/>. Such new text of the Regulations shall also be mailed to the Participants. All Participants already registered for the Event should promptly consult such changes, as published by the Organiser. Participants who do not accept any such change in the Regulations should immediately notify the Organiser to that effect by writing to the address: [Joanna.lulek@absl.pl](mailto:Joanna.lulek@absl.pl), which is tantamount to a statement of withdrawal from the Service Contract. Such statement should be made no later than 14 days after the coming into force of the changed Regulations. Failure to receive by the Organiser of such a statement from the Participant about non-acceptance of a change in the Regulations within the stated deadline shall be tantamount to acceptance of the changed Regulations by the Participant.
2. The Organiser shall not be liable for items belonging to Participants that may be lost, destroyed or stolen during the Event, especially within the Event venue.
3. The court with jurisdiction over any disputes arising from the Contract shall be a court with jurisdiction at the Organiser's registered address. This provision shall not apply to consumer Participants and Payers.
4. These Regulations shall come into force on 22 July 2024.