

Rules of ByteMyCode 2021

These rules set out the terms and conditions of using the website of the ByteMyCode 2021 Conference available at www.bytemycode.pl and are an integral part of any agreements executed by PROIDEA through the Website.

These rules set out the terms of participation in conference ByteMyCode 2021 organised online through the Website available at <https://bytemycode.pl>.

I. Definitions

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

1. **Agenda** - shall mean a detailed programme of the Conference defined by PROIDEA, made available on the Website after determining some or all of the Speakers. The Agenda is indicative and is subject to change;
2. **Form** - web form available on the Website that enables a person who made a correct Application provide data required to send a conference pack, which includes: name and surname, address, and size/type, if applicable;
3. **Conference** - shall mean Java conference under the name ByteMyCode 2021 organised by PROIDEA on **23.10.2021** through Video conferencing platform;
4. **Website** - shall mean the website available at <https://bytemycode.pl> containing information on the Conference and making it possible to register for participation in the Conference as a Participant or Speaker through the Platform;
5. **Registration Platform** - shall mean a website available at: <https://eventory.cc/event/bytemycode2021>, to which a user is redirected from the Website to register for participation in the Conference as a Participant or Speaker (Registration). Redirection to the Platform takes place after clicking on the "**Free Registration**" tab on the Website and starting the Registration process on the Website. The Platform is provided by Eventory Polska Sp. z o.o. of Kraków.
6. **Communication platform** - dedicated application delivered by third party, each time indicated in case of a specific Conference, used for communication between interested Participants, Speakers and PROIDEA;
7. **Video conferencing platform** - platform used for video conferences that also allows individual contact between Participant and Speaker, through which the Conference is carried out. The type of Video conferencing platform is indicated each time in information regarding the Conference;

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

II. General provisions

1. Using the Website and the services offered through the Website shall be deemed as approval of these rules (the "Rules") and the Privacy Policy. These Rules set out the terms of using the Website, as well as detailed rights and obligations of PROIDEA, Participants, Users, and Speakers;
2. All rights to the name of the Website, its graphic and functional concept, as well as rights to all text and graphic elements used on the Website, with the exception of elements provided by third parties (in particular logotypes of partners, media partners, sponsors, partner conferences etc.), are held by PROIDEA and may be used only with the consent (under a license) granted by PROIDEA.

3. In matters related to the use of the Website or participation in the Conference, Users may contact PROIDEA by e-mail, to the following e-mail address: kamila.post@proidea.org.pl
4. Reading the Rules and Privacy Policy is essential to perform an Application, and thus to participate in the Conference;
5. Users, Participants, Speakers, and PROIDEA are obliged to comply with these Rules;
6. Platform, Communication platform, and Video conferencing platform are collectively named in the Rules "Platforms".

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

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

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

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

- a. transmit any content that would cause disruption or overload of the Website or systems used by entities that participate, directly or indirectly, in the provision of services by electronic means;
- b. transmit any content that could infringe on the personal rights of any third parties, or on any copyrights, intellectual property rights or business secrets, or that might in any other manner violate the law and order or be contrary to accepted principles of morality;
- c. transmit any content containing computer viruses and other malicious software, such as worms, trojan horses, keyloggers or other;
- d. transmit any content that would distribute unsolicited commercial information (SPAM) other illegal content - as well as transmit any other unlawful content.

IV. Participation in the Conference as a Participant.

1. Application for participation in the Conference can be submitted at any time before the Conference starts.
2. Applicant acting for a third party should be authorized to provide PROIDEA with personal data of the submitted person in the extent required to submit a correct Application, and if needed to fill out the Form. Applicant is obliged to provide such person with Rules and Privacy Policy and ensure that the person has read them.
3. User acting on behalf of Applicant, who is a legal person or organisational unit without legal entity, with legal capacity granted by regulations, declares at the moment of submitting an Application that they are authorized to act on behalf of such Applicant, who is a legal person of organizational unit, and will provide appropriate authorization on demand of PROIDEA.
4. Application can be submitted by filling out and sending the application form available on the Platform. Registration is free of charge.
5. In the registration form for Participants available on the Platform and the Website, the User shall provide the following data: name and surname; e-mail address (please provide your direct and up-to-date e-mail address as the ticket and organisational information related to the conference, before party and after party will be sent to that e-mail address), telephone number; and optionally also the User's profile name on chosen Social Media.
6. Receiving by PROIDEA an offer described in the preceding paragraph is confirmed by sending an email validating the Application to an email address provided in the Application. The agreement for participation in the Conference between PROIDEA and Applicant is concluded at the moment of sending such message.
7. Upon the conclusion of agreement the person to whom the agreement is concluded obtains the status of a Participant, which enables them to participate online in every lecture listed on the Schedule. Participation in the Conference will be possible through Video conferencing platform available on the Website on one device only, after entering

an access code, which was provided via email not later than one hour before the Conference starts, or immediately after registration in case of doing it during the Conference.

8. 18. Direct communication between Participant and Speakers during the Conference will be possible through the Video conferencing platform.

V. Personal details.

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

VI. Complaints.

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

VII. Order regulations.

1. Conference Participants using the Platforms shall act in a way that does not pose a threat to the safety of other Participants and Speakers, comply with the law and these Rules, as well as immediately follow the instructions of security staff. It is forbidden to obstruct and block exits and escape routes, as well as other necessary rescue or fire-fighting equipment in the event of an emergency during the Conference.
2. Conference Participants using the Platforms shall respect the rights and personal dignity of other Participants. Participants shall be strictly prohibited from harassing other

Participants. Harassment shall be deemed as: offensive verbal comments on sex, gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion, as well as intentional intimidation, persecution, improper physical contact and unwanted sexual attention. In addition, during the Conference it shall be prohibited to use words and symbols commonly recognised as prohibited, including rude language or expressions that may offend religious or ideological feelings, or implying discrimination.

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

VIII. Final provisions

1. Unless otherwise stated in these Rules, communication between PROIDEA and the User who submitted the registration form for a Participant or Speaker to PROIDEA will be carried out electronically, to the User's e-mail address indicated in the Account settings, and to the following PROIDEA's e-mail address: kamila.post@proidea.org.pl or any other address in the proidea.org.pl domain.
2. Polish law is applicable for agreements based on these Rules.
3. The up-to-date Rules shall be published on the Website and sent, free of charge, to the Participant at his or her each request to the e-mail address indicated by the User.
4. PROIDEA reserves the right to change the date of the Conference or cancel it only in case of events beyond its control (state of emergency, natural disaster), which prevent the Conference from being held within the time specified in the Conference announcement posted on the Website. In case of change of the date of the Conference, Participants and Speakers have the right to withdraw from the contract within 14 days from announcing the change of the date of the Conference. Information on the change of the date of the Conference will also be sent to email addressed of Participants and Speakers.
5. PROIDEA reserves the right to change the Rules for an important reason. Important reasons include in particular:
 - a. the need to update contact details, including names or references included in the Rules;
 - b. the need to adapt the Rules to changing legal provisions regarding issues regulated by the Rules;
 - c. the need to execute judgements, decisions or recommendations of authorized courts or public authorities in matters related to content regulated by the Rules;

- d. changing the operation of the Website, including its development and adding new functionalities;
 - e. changing the technical conditions of providing services through the Website;
 - f. the need to remove any errors or ambiguities, if they appear in the Rules;
 - g. the need to modify the Rules in order to avoid abuse of violation of the Rules.
6. PROIDEA reserves the right to amend these Rules. Any amendment to these Rules shall each time be notified to Users by way of a notice placed on the Website, not later than 14 days before the planned effective date of such amendment. If a User does not consent to such amendment to these Rules, he or she should notify PROIDEA of the fact within this period.
7. In case of disagreement with the new content of the Rules, the User should stop using the Website when the new content of the Rules comes into force.