

Rules of DevOpsDays Kraków 2023

These rules set out the terms of participation in conference DevOpsDays Kraków 2023 organised online through the Website available at www.dodkrakow.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 conference in the IT sector under the name of DevOpsDays Kraków organised by PROIDEA on 23.05.2023 .

4. **Registration Platform** – shall mean a website available at: <https://eventory.cc/event/devopsdays-krakow-2023> to which a user is redirected from the Website to register for participation in the Conference. The Platform is offered as part of the Eventory online service provided by Eventory Sp. z o.o. in Krakow.

5. **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;

6. **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;

7. 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;

8. 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;

9. Privacy Policy – document available on the Website at www.dodkrakow.pl/privacy-policy/, 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;

10. Rules – present rules;

11. Website – shall mean the website available at www.dodkrakow.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;

12. Student - a person under 26 years of age, continuing education at a higher education institution, holding a valid student ID card;

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. A minor may be a Participant only with the consent of PROIDEA. Persons under 18 years of age may be allowed to participate in DevOpsDays Kraków 2023 After their prior verification by the Organiser (only with the consent and under the care of a legal guardian). Please contact us in advance by e-mail: rejestracja@proidea.org.pl;

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 and paying the fee for participation in the Conference.

II. General provisions

1. 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: edyta.bachowska@proidea.org.pl.

4. Reading the Rules and Privacy Policy is essential to perform an Application, and thus to participate in the Conference;

5. Students, 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:

- the possibility to read the information publicly available on the Website, in particular concerning the Conferences organised by PROIDEA,
- the possibility to submit an Application for the Conference,
- 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 and paying the fee.

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**, what motivated him or her to participate in the Conference and other notes, position in current job, years of experience, as well as the following details for invoicing purposes: company name, address, postal code, city/town, optionally: tax identification number (NIP). Company name and tax identification number (NIP) shall be provided for the purposes of obtaining an invoice where the submitted request concerns a company (a legal person, an organisational unit with no legal personality but having legal capacity, a natural person conducting economic activity). In the registration form, the User may also provide a discount code (if the User has received any). If despite having a discount code the User does not provide it during the registration process, he or she shall lose the right to apply the discount and the registration shall proceed based on the price list referred to in Section IV.

6. If the Application is submitted by Applicant acting on behalf of third party, they should provide their data in the application form.

7. Before confirming and sending the application 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.

8. Participation in the Conference as a Participant is free of charge.

16. By submitting an Application, the Applicant submits to PROIDEA an offer of agreement for participation in the Conference.

17. 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.

18. 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.

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

20. A User who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), shall have the right to rescind the agreement with PROIDEA without incurring any costs and without stating any reason within 30 days from the date of entering into the agreement in accordance with Section IV.16. A statement of rescission of the agreement shall be made in writing. The User may use the form of the notice enclosed with these Rules (attachment number 1 – Agreement withdrawal form).

21. Regardless of the rights provided by generally applicable law, the User who paid the admission fee shall have the right to resign from participation in the Conference not later than by 9 May 2023 by sending PROIDEA a written statement of resignation by registered letter to PROIDEA's address or in digital form at email: rejestracja@proidea.org.pl. In case of registered letter, deadline is considered kept if the letter was posted on the above date.

22. Applicant acting on behalf of third party is authorized to submit resignation within the deadline stated in the preceding paragraph, on conditions specified in Art. 388 § 2 of the Civil Code.

23. PROIDEA shall allow changes to be made in the list of participants. Information on any change of Participants should be notified to PROIDEA not later than 5 days before the commencement of the conference. Any change of Participants shall require the User to fill in a new registration form and provide information on the change of Participants to the following e-mail address: rejestracja@proidea.org.pl, including the details of the persons concerned. In case of delivering the conference pack before the change of the Participant, the Participant is responsible for delivering the pack to the person concerned.

24. As part of the Conference, competitions and other separately regulated activities may be held, in which Participant is entitled to participate based on a correct Application. Participating in competitions or additional activities may require performing activities specified in their rules, including providing additional data.

V. Participation in the Conference as a Speaker.

1. A User shall submit the request for participation in the Conference as a Speaker by completing the form which is available in the Service.

2. In the registration form, the User shall provide the following data: name and surname, e-mail address, telephone number, e-mail, country of residence, company name, position, short biography, type of session, name of the lecture, level of difficulty of presentation, abstract, duration. The User shall enclose a digital photograph with the form.

3. PROIDEA shall send a confirmation of receipt of a request to the e-mail address indicated by the User in the registration form for Speakers.

4. Participation in the Conference as a Speaker shall be subject to PROIDEA's review of the submitted request. The review of submitted requests and selection of Speakers shall be made by the Programme Board appointed by the PROIDEA. PROIDEA shall notify the User of the review result by e-mail.

5. As soon as the information about the positive evaluation of the Proposal is provided,

the person whose presentation is subject to the Proposal obtains the status of a Speaker and an agreement is concluded between him and PROIDEA for a lecture at the Conference.

6. The Speaker is solely responsible for any content included in the presentation.

7. By submitting a request for participation, Users shall award PROIDEA a non-exclusive license to use the materials provided to PROIDEA in connection with participation in the Conference – abstracts in Polish and English, the presentation provided to PROIDEA, and the lectures given by the Speaker during the Conference. Speakers shall also consent to the use of their image (“Rights”).

8. The Licence shall cover:

a) in respect of recording and reproduction – recording and reproduction of the Rights using any technique, including by printing, reprography, digital techniques, on all types of media, including on CDs and semi-conductor devices, as well as entering and loading the Rights in the memory of information and communication systems;

b) in respect of dissemination – leasing, lending and placing on the market of any media with recorded Rights;

c) in respect of dissemination otherwise than specified in item b above – making the Rights available in such a manner that any interested person can access the Rights at a place and time of their choice, displaying, broadcasting and rebroadcasting, both terrestrial and satellite, transferring the Rights by streaming, both live and on demand. The license shall be awarded subject to a positive review of the request in accordance with Section V.3. above. Speakers participating in the Conference shall also be required to register as Participants.

9. Speakers participating in the Conference shall also be required to register as Participants. The lecture will be delivered through Video conferencing platform.

10. The Speaker who has been approved by the Programme Board may be replaced by another Speaker, if such replacement Speaker represents the same company, presents the same material and the session has exactly the same technical or commercial profile and if

such change is promptly notified to PROIDEA, not later than 14 days before the Conference.

11. PROIDEA shall have the right to refuse such a replacement if any of the above conditions is not met.

VI. Personal details.

1. 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.

2. PROIDEA shall process the personal data of Participants and Speakers in the scope and on the terms indicated below and specified in detail in the Privacy Policy.

VII. Complaints.

1. The User may lodge complaints to the following e-mail address: edyta.bachowska@proidea.org.pl or rejestracja@proidea.org.pl or in writing, to the registered address of PROIDEA.

2. A complaint concerning the Conference proceedings may be submitted within 14 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. The complaint should contain the data of the person submitting the complaint: name and surname and address for forwarding the response to the complaint, the reason for the complaint and the request.

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.

VIII. Order regulations.

1. Conference Participants, Students and Speakers using the Platforms shall act in a way that does not pose a threat to the safety of other Participants, Students and Speakers, comply with the law and these Rules, as well as immediately follow the instructions of security staff.

2. Conference Participants, Students and Speakers using the Platforms shall respect the rights and personal dignity of other Participants, Students and Speakers.

3. Participants, Students and Speakers shall be strictly prohibited from harassing other Participants and Speakers. 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.

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

IX. Out-of-court dispute resolution.

1. Any disputes that may arise between PROIDEA and a Participant who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), may be resolved by conciliation. For detailed information on the methods and access to forms of out-of-court dispute resolution, see:

https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php

2. Detailed information on the possibility of having recourse to an out-of-court complaint and redress mechanism, out-of-court dispute resolution as well as the rules of using these procedures, is also available at the offices and on the websites of:

- a. county (municipal) consumer ombudsmen;
- b. social organisations whose statutory tasks include consumer protection (including the Polish Consumer Federation, Association of Polish Consumers). Advice is provided by the Polish Consumer Federation through a free helpline 800 007 707 and by the Association of Polish Consumers at porady@dlakonsumentow.pl)
- c. Provincial Inspectorates of the Trade Inspection and on the following websites Internet of the Office of Competition and Consumer Protection:
- d. http://www.uokik.gov.pl/sprawy_indywidualne.php;
- e. http://www.uokik.gov.pl/wazne_adresy.php.

3. In the event of a dispute between PROIDEA and a Participant who is a consumer concerning the agreement on participation in the Conference, the consumer shall be entitled to having recourse to an out-of-court complaint and redress mechanism, including by filing a complaint in one of the official languages of the European Union, including Polish, through the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>

4. A Participant who is a consumer has the right to apply to the Provincial Inspector of the Trade Inspection, pursuant to Art. 36 of the Act on Trade Inspection of 15 December 2000, for initiation of mediation proceedings regarding amicable settlement of the dispute between the consumer and PROIDEA. Information on the rules and procedure of the mediation conducted by the Provincial Inspector of the Trade Inspection is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection.

5. A Participant who is a consumer has the right to apply to the permanent consumer arbitration court referred to in Art. 37 of the Act on Trade Inspection of 15 December 2000, for resolution of the dispute arising under the concluded agreement.

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 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 Registrartion Platform, and to the following PROIDEA's e-mail address: edyta.bachowska@proide.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:

- o the need to update contact details, including names or references included in the Rules;
- o the need to adapt the Rules to changing legal provisions regarding issues regulated by the Rules;
- o the need to execute judgements, decisions or recommendations of authorized courts or public authorities in matters related to content regulated by the Rules;
- o changing the operation of the Website, including its development and adding new functionalities;
- o changing the technical conditions of providing services through the Website;
- o the need to remove any errors or ambiguities, if they appear in the Rules;
- o the need to modify the Rules in order to avoid abuse of violation of the Rules.

6. 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.

8. The date given below is the effective date of these Rules in their latest version: 18 February 2022.

TEMPLATE OF THE STATEMENT OF RESCISSION OF THE AGREEMENT

(to be filled out and mailed back only in case of intent to rescind the agreement)

PROIDEA Sp. z o.o.

ul. Zakopiańska 9

30-418 Kraków

Phone no: _____ e-mail: _____

I, _____ *(name and surname, address of residence)* hereby
inform that I rescind the agreement for the performance of the following service :
_____ *(name of the conference)* entered into on
_____ *(date)*.

Date and signature