

# **“AGILE SWARMING POLAND” CONFERENCE TERMS AND CONDITIONS, 15 October 2021**

This document describes the terms and conditions concerning participation contracts concluded between the Conference Organizer and Participants or other parties registering Participants for the “Agile Swarming Poland” Conference through the Website.

This is an English translation of the binding Terms and Conditions. In the event of a dispute, the Polish version takes precedence.

## **I. DEFINITIONS**

The terms used in this document have the following meanings:

1. **Organizer** - Motorola Solutions Polska, ul. Czerwone Maki 82, 30-392 Kraków, National Court Register (KRS) number 146875, VAT identification number PL6772135826, share capital 4,600,000 PLN.
2. **Participant** - a natural person who is designated as a participant in the Registration Form or who owns a Conference Ticket in their own name, or a speaker or workshop coordinator who has made a conference participation contract with the Organizer in their own name and on their own behalf.
3. **Conference** - the event organized by the Organizer and dedicated to subjects described on the Organizer’s Website.
4. **Website** - the Organizer’s website containing information about the Conference, located at <http://agileswarming.pl> and <http://agileswarming.com>.
5. **Registration Form** - the form available at the Website and used for Registration.
6. **Registration** - submitting a declaration of the Participant’s will to participate in the Conference to the Organizer. During the Registration process, Participants give consent for the use of their personal data and images by the Organizer, which is required for participation. A contract is concluded by the Participant when the Organizer confirms the participation to the Participant.
7. **Working day** - any day from Monday through Friday, with the exception of Polish public holidays.

## II. GENERAL PROVISIONS

1. The time and place of Agile Swarming Poland conference are specified by the Organizer on the Website.
2. Terms and conditions of participation in the Conference are specified in Terms and Conditions.
3. Registration of participation in the Conference is equal to accepting the Terms and Conditions.
4. Participation agreement is made via the Website, once the participation in the Conference is confirmed by the Organizer.
5. Terms and Conditions are an integral part of the registration process and apply to all Participants.
6. Terms and Conditions can be accessed at any time by following the Terms & conditions link on the Website, as well as by downloading and saving the pdf version on the chosen storage media.

## III. GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN THE CONFERENCE

1. In order to participate in the Conference, the following conditions must be met:
  - a. Registering the participation in the Conference by filling in the registration form available on the Website, correctly and according to actual status.
  - b. Granting consent to process personal data and to use the image of the Participant by the Organizer.
  - c. Receiving the email confirmation of participation in the Conference from the Organizer.
2. The technical requirements for registering the participation in the Conference are the following:
  - a. Internet connection.
  - b. Web browser supporting the display of hypertext (html) documents via the Internet, such as Chrome, Safari, Internet Explorer, Firefox, Opera
  - c. The Organizer recommends to use the following browsers: Mozilla Firefox, Google Chrome, Opera and Internet Explorer (version 7.0 or later).
3. The Organizer takes measures to prevent unauthorized users from obtaining or modifying data provided during registration.
4. Participant is obliged:
  - a. Not to disclose or provide any information prohibited by law.
  - b. To use the Website in a manner that does not disrupt the service.

- c. To use the Website in a manner that is not troublesome for other users or the Organizer.
- d. To use the Website in a manner compliant with the law of The Republic of Poland, Terms and Conditions, and with general rules of using the Internet.

#### IV. REGISTRATION

1. The condition of the Participant's registration in the Conference is the completed Registration Form with all the required data. The information included in the Registration Form should be truthful, up-to-date, and accurate. The Organizer has the right to choose the Participants, with the sole right to choose the speakers and the workshop coordinators.
2. Registration should be completed in the time specified on the Website by Participants who are, or are not, speakers or workshop coordinators.
3. In the case of Participants who are not speakers or workshop coordinators:
  - a. Registration requires completing the Registration Form, in which the following data is submitted: the Participant's personal information, i.e.: name, surname, e-mail address
  - b. The Organizer's confirmation of participation in the Conference constitutes a contract between the parties.
4. In the case of Participants who are speakers or workshop coordinators:
  - a. Registration requires completing the Registration Form, in which the following data is submitted: the Participant's personal information, i.e.: name, surname, e-mail address
  - b. the Organizer will choose the Participants from the registered speakers and the workshop coordinators in the time specified on the Organizer's Website;
  - c. the detailed terms and conditions of the collaboration between the Organizer and the speakers or workshop coordinators will be determined individually, and, if so determined, in the form of a written contract.
5. The Participants will be informed about the workshop enrollment process along with the workshop execution guidelines in a separate correspondence through e-mail and the Website.
6. The Organizer reserves the right to make changes to the schedule, speakers, workshop coordinators, and date of the Conference for reasons beyond the Organizer's control. The Organizer will immediately inform the Participant about the changes by posting relevant information on the Website. In case of such a change, the Participant and the Contracting Party have the right to cancel the participation contract up to 7 (seven) days after receiving the information concerning the change, but only until 48 hours before the start of the Conference.
7. The Organizer reserves the right to cancel the Conference. The Organizer will immediately inform the Participant in the event of Conference cancellation through the

Website and an e-mail sent to the e-mail address submitted by the Participant in the Registration Form.

## V. CONCLUSION OF THE CONTRACT

1. Conclusion of the Conference participation contract between the Organizer and the Participant commences at the moment of the Organizer's confirmation of participation, sent by the Organizer to the Participant's e-mail address indicated in the Registration Form, except for the event of a mutual agreement on concluding a separate contract in the written form between the two Parties.

## VI. FEES AND EXPENSES

1. Participation in the Conference is free of charge.
2. The Organizer does not cover the costs of the Participant's travel, accommodation and board, unless it was stated otherwise in the Conference agenda or in a separate agreement between the Organizer and the Participant.

## VII. DATA PRIVACY

1. The Organizer collects and processes personal data of the Participants who are natural persons in compliance with applicable law for the following purposes: (i) Preparation, modification, or dissolution of the Contract between the Participants and the Organizer of the Conference; (ii) Participant registration and creating the list of Participants; (iii) Processing in accordance with the Contract.
2. The Organizer is the administrator of personal data of the Participants whose email addresses were included in the Registration Form. The data is processed by the Organizer in compliance with Dziennik Ustaw [Journal of Laws] of 2018, item 1000, General Data Protection Regulation (GDPR) (EU) 2016/679 from April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and rules relating to the free movement of personal data and repealing Directive 95/46/EC, and in accordance with the Polish Act on Providing Services by Electronic Means (Dziennik Ustaw of 2014, item 1422).
3. The Participants have the right to access and amend their personal data records. Giving the access to personal data to the Organizer is voluntary, but indispensable to participating in the Conference.
4. By registering, the Participant agrees to personal data processing for administrative purposes of the Conference, which includes being visible on the list of Participants. If a Participant is registered by a Contracting Party, the Participant agrees to personal data

processing by self-registering with the code provided to the Contracting Party by the Organizer.

5. Detailed information regarding the required consents can be found in Addendum No. 1, Addendum No. 2 and Addendum No.3 which are included in Terms and Conditions.

## VIII. TAKING AND DISTRIBUTING IMAGES OF THE CONFERENCE PARTICIPANTS

1. The Organizer shall take photographs during the Conference. The photographs shall be used by the Organizer for promotional and marketing purposes.
2. Photographs shall be taken exclusively in such a manner that participants' likenesses appear only as a part of an image portraying multiple conference participants.
3. The photographs shall be published on Website and in electronic publications. The Organizer reserves the right to publish them on the following social media profiles:
  - a. Facebook (<https://www.facebook.com/MotorolaSolutionsPolska>),
  - b. LinkedIn (<https://pl.linkedin.com/in/michalrosolowski>),
4. No authorization from the portrayed participants shall be required in order for the Organizer to distribute and publish the relevant likenesses, photographed as described in points 1 and 2, based on Article 81, section 2, point 2 of the 4 February 1994 Act on Copyright and Related Rights (Dziennik Ustaw 2018, position 1191 with modifications).
5. In cases of participant images taken in a different way than described in points 1 and 2 (i.e. photographs of individuals or small groups), the Organizer shall get a prior consent from the relevant participant for the publication of their likenesses as described in point 3.

## IX. FINAL PROVISIONS

1. In any matters not governed herein, the provisions of the Polish law shall apply.
2. These Terms and Conditions shall enter into force on 15 October 2021.
3. The Organizer reserves the right to amend the Terms and Conditions at any time. The amendments to the Terms and Conditions shall enter into force when published on the Website. The amendments to the Terms and Conditions must not violate the rights of the Participants and Contracting Parties.
4. Participants regarded as consumers within the law have, among others, the following possibilities of extrajudicial complaint and claim handling:
  - a. a right to contact a regional inspectorate of Trade Inspection with a motion to open mediation proceedings in order to amicably settle any disputes between the Contracting Party and the Organizer;

- b. a right to contact a permanent consumer arbitration court cooperating with the regional inspectorate of Trade Inspection with a motion to settle a dispute over the contract.
- 5. Using any available extrajudicial complaint and claim handling forms is possible after a complaint procedure is concluded and is voluntary - both parties must consent for the proceedings.

## Addendum No. 1

Krakow,   2021

### Image Consent Form



(full name of the consentee)

Based on Art. 81(1) of the 4 February 1994 Act on Copyright and Related Rights (Dziennik Ustaw 1994 no. 24, position 83 with modifications), I hereby declare my consent for free of charge dissemination of my image recorded during the Agile Swarming Poland conference, held on 14-15 April 2021 in Krakow, by Motorola Solutions Systems Polska sp. z o.o. based in Krakow ("Motorola").

The consent is given for dissemination of my image in the following ways:

- Publication the recording of the conference on the Website
- Posting on YouTube
- Posting on Facebook at <https://www.facebook.com/MotorolaSolutionsPolska>
- Posting on the LinkedIn profile <https://pl.linkedin.com/in/michalrosolowski>
- Use in Motorola Solutions digital publications

This consent for the processing of the personal image is unlimited as to the time and territorial of image dissemination. In the event of withdrawal of the consent, any dissemination of the image prior to the date of withdrawal is valid, and does not necessitate any effort on the part of Motorola to remove the previously disseminated images.



(current date and signature of the consentee)

## Addendum No. 2

### Information notice regarding the processing of personal data for Speakers

The Controller of your personal data is Motorola Solutions Systems Polska sp. z o.o. based in Krakow ("Controller").

You can contact the Controller at: [koordynator1@motorolasolutions.com](mailto:koordynator1@motorolasolutions.com).

#### Why are we processing your data?

Your personal data will be processed by the Controller for the purposes of your participation in the Agile Swarming Poland conference ("Conference"), organized by the Controller, as a speaker.

#### Data processing details

Purpose of data processing	Legal basis for data processing	Retention period
Conclusion and performance of the contract between you and the Controller	Art. 6(1)(b) of GDPR - requirement for the performance of a contract	Indispensable for achieving the purpose - <i>not longer than the length of time allowed under the statute of limitations for potential claims related to a failure to perform or inadequate performance of the contract</i>
Providing technical and administrative support for the Conference	Art. 6(1)(f) of GDPR - performance of legitimate interests pursued by the controller	Indispensable for achieving the purpose - <i>not longer than until the conclusion of the Conference and settlement of all related costs by the Controller</i>
Marketing, including the dissemination of Conference photos containing your image, by the Controller	Art. 6(1)(f) of GDPR - performance of legitimate interests pursued by the controller	Indispensable for achieving the purpose - <i>for the period of time when the Controller publishes materials announcing and documenting the Conference, including photo documentation</i>
	Consent for the dissemination of the personal image, as described in Art. 81(1) of the Act on Copyright and Related Rights	Indispensable for achieving the purpose - <i>for the period of validity of the image consent form and under the conditions specified therein</i>

Protection against potential claims related to the organization of the Conference and your participation as a speaker	Art. 6(1)(f) of GDPR - performance of legitimate interests pursued by the controller	Indispensable for achieving the purpose - <i>not longer than the length of time allowed under the statute of limitations for potential claims related to a failure to perform or inadequate performance of the contract</i>
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**Do I have to provide my data?**

Providing your personal data is a precondition for concluding the contract and enabling your participation in the Conference.

**Who can receive my data?**

1. Data may be shared with entities providing IT support and dedicated software designed to organize and coordinate the Conference for the Controller, entities responsible for maintaining the venue of the Conference, entities providing accounting support for the Controller, and authorized public authorities.
2. Data on YouTube may be also processed outside the European Economic Area. The basis for the transfer are standard clauses used by Google LLC, approved by the European Commission.
3. With regard to recordings published on the YouTube platform and Website, the data recorded on the recordings will be available to the public.

**In connection with the processing of your personal data by the Controller, you have the right to:**

- a. access your personal data and retrieve its copies;
- b. correct your personal data;
- c. have your personal data removed, on the condition that no basis for the processing of your data precludes the Controller from meeting your request;
- d. limit the processing of your personal data;
- e. raise objections to the processing of your personal data.

## Addendum No. 3

### Information notice regarding the processing of personal data for Participants

The Controller of your personal data is Motorola Solutions Systems Polska sp. z o.o. based in Krakow ("Controller").

You can contact the Controller at: [koordynator1@motorolasolutions.com](mailto:koordynator1@motorolasolutions.com).

#### Why are we processing your data?

Your personal data will be processed by the Controller for the purposes of your participation in the **Agile Swarming Poland conference** ("Conference"), organized by the Controller.

#### Data processing details

Purpose of data processing	Legal basis for data processing	Retention period
Managing Conference registrations and Participant lists	Art. 6(1)(f) of GDPR - performance of legitimate interests pursued by the controller	Indispensable for achieving the purpose - <i>not longer than until the conclusion of the Conference and settlement of all related costs by the Controller</i>
Providing technical and administrative support for the Conference		
Marketing, including the dissemination of Conference photos containing your image, by the Controller	Art. 6(1)(f) of GDPR - performance of legitimate interests pursued by the controller	Indispensable for achieving the purpose - <i>for the period of time when the Controller publishes materials announcing and documenting the Conference, including photo documentation</i>
	In special cases - consent for the dissemination of the personal image, as described in Art. 81(1) of the Act on Copyright and Related Rights	Indispensable for achieving the purpose - <i>for the period of validity of the image consent form and under the conditions specified therein</i>
Protection against potential claims related to the organization and coordination of the Conference	Art. 6(1)(f) of GDPR - performance of legitimate interests pursued by the controller	Indispensable for achieving the purpose - <i>not longer than the length of time allowed under the statute of limitations for potential claims related to your participation in the Conference</i>

#### Do I have to provide my data?

Providing your personal data is a precondition for concluding the contract and enabling your participation in the Conference.

**Who can receive my data?**

4. Data may be shared with entities providing IT support and dedicated software designed to organize and coordinate the Conference for the Controller,
5. Data on YouTube may be also processed outside the European Economic Area. The basis for the transfer are standard clauses used by Google LLC, approved by the European Commission.
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- a. access your personal data and retrieve its copies;
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- c. have your personal data removed, on the condition that no basis for the processing of your data precludes the Controller from meeting your request;
- d. limit the processing of your personal data;
- e. raise objections to the processing of your personal data.