

# RULES OF THE OPEN SOURCE DAY CONFERENCE

## I GENERAL PROVISIONS

1. These rules (the „**Rules**”) define the terms and conditions of using the Conference internet service, available at: <https://opensourceday.pl> and specify the type, conditions and scope of the services provided within the frame of the Conference, including rules regarding registration and participation in the Conference.
2. The Rules are based particularly on:
  - a) Act of 18 July 2002 on Providing Services by Electronic Means;
  - b) Act of 23 April 1964 - The Civil Code;
  - c) Act of 4 February 1994 on Copyright and Related rights;
  - d) Act of 30 May 2014 on Consumer Rights;
  - e) the Regulation 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**”);
  - f) Act of 10 May 2018 on personal data protection.
3. The Conference is not a mass event within the meaning of the Act of 20 March 2009 - Law on Mass Events Security.
4. In all matters connected to using the Service or attending the Conference, contact is available via email: [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl). Whilst registering for the Conference, the User declares that he / she became familiar with these Rules and accepts their provision. Accepting these Rules is a necessary condition for completing the registration process and therefore - attending the Conference.
5. Users and Participants are obliged to follow the provisions of these Rules.

## II DEFINITIONS

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

1. **Agenda** – shall mean detailed schedule of the Conference determined by the Organizer, accessible via Service after determining all or a part of speakers by the Organizer. The Agenda made available by the Organizer is indicative in nature and is subject change after being announced;
2. **Conference** – shall mean international conference dedicated to open technologies under the name “Open Source Day”, held by the Organizer on 18 April 2024, at Hilton Warsaw City, address: Grzybowska 63, 00-844 Warszawa. Participation in the conference is free of charge, marketing consent must be selected.
3. **Organizer** – shall mean Linux Polska Sp. z o.o., with its registered office in Warsaw (00-807), al. Jerozolimskie 100, entered into the commercial register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the

National Court Register under the KRS number: 0000326158, Tax Identification Number (NIP): 7010181018, Industry Identification Number (REGON): 141791601, e-mail address: [biuro@linuxpolska.pl](mailto:biuro@linuxpolska.pl), phone number: +48 22 213 95 71;

4. **Service Operator** – shall mean PROIDEA Sp. z o.o. with its registered office in Kraków (30-418), Zakopiańska Street 9, entered into the commercial register maintained by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register under the KRS number: 0000448243, Tax Identification Number (NIP): 6793088842, Industry Identification Number (REGON): 122769022, e-mail address: [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl), phone number: +48 12 617 11 83, an entity supporting the Organizer in the Conference organization, also authorized to data processing by the Organizer, pursuant to their agreement;
5. **Privacy Policy** – shall mean constitutes an integral part of these Rules and is available on the Service; covers information regarding data processing done in connection with the Conference;
6. **Speaker** – shall mean a person entitled to give a presentation during the Conference; participating in the Conference as a Speaker requires registering as a User as well;
7. **Service** – shall mean an internet service available under the URL address: <https://opensource.day.pl>, containing information about the Conference and enabling registration for the Conference via the Platform;
8. **Platform** – shall mean website available at: <https://eventory.cc/event/open-source-day-2024/tickets> , to which the Service redirects in order to sign up for the Conference as a Participant (registration). The Platform is available within the Eventory internet service carried by Eventory International sp. z o.o. with its registered seat in Kraków;
9. **Additional Benefits** – shall mean additional benefits to which the Participants of the Conference are entitled to; described in detail in § 7.1.a and § 7.1.b of these Rules;
10. **User** – shall mean an adult natural person using the Service who registers Participants through the Service and the registration application may also be filed on behalf of third person;
11. **Participant** – shall mean an adult natural person entitled to participate in the Conference and receive the Additional Benefits, pursuant to the registration done by the User.

### III TERMS AND CONDITIONS OF USING THE SERVICE

1. Using the Service and all of its functions shall require access to the Internet and using a normal web search.
2. In order to ensure security of data transfers via Service, the Service Operator uses technical

- and organizational means adequate to the extent of risks associated with using the Service.
3. The Users shall use proper technical means, in order to mitigate the risk of potential acquiring and modifying data of Users and Participants by unauthorized persons. In particular, it is recommended to use antivirus software as well as software protecting identity of Internet users.
  4. The User is obliged to comply with the prohibition of abusing the Service, in particular, it is strictly prohibited:
    - a) providing content that is against the law or rules of morality;
    - b) providing content that causes distortion of the normal operation or overload of the Service or other systems used by entities taking direct or indirect part in rendering electronic services;
    - c) providing content that could infringe or violate any personal rights of any third parties, any copyright, intellectual property rights, trade secret, or that might in any other manner violate the law and order or be contrary to accepted principles of morality;
    - d) providing content which contains malware, such as viruses, worms, trojan horses, spyware, wabbit, backdoor, keyloggers and others;
    - e) providing content that causes sending unsolicited by the recipients commercial information (SPAM).

#### **IV REGISTRATION OF PARTICIPANTS**

1. Before submitting the registration form, the User is obliged to familiarize himself / herself with the Rules and the Privacy Policy.
2. User signs up for the Conference as a Participant by filling in and sending over the electronic registration form for Participants available on the Service.
3. In the registration form for Participants available on the Platform, the User shall provide the following data: (i) name and surname of the User, (ii) User's phone number, (iii) User's e-mail address (please provide a direct and up-to-date e-mail address as the ticket and organizational information related to the Conference will be sent to that e-mail address), (iv) User's company name, (v) User's position, (vi) name and surname of the Participant, (vii) Participant's company name, (viii) Participant's position, (ix) Participant's e-mail and (x) Participant's telephone number. In addition, the User may, but is not required to, indicate: the name of the User's profile on LinkedIn and the User's additional notes. Participants shall participate in the Conference on behalf of their company (being legal person, unincorporated organizational units or a natural person with registered business activity) and therefore it is necessary to provide business e-mails in the registration process (it's impossible to register using private domains like gmail.com).
4. Acceptance of the provisions of these Rules is done during the process of registering to the Service by confirming an adequate box containing declaration of accepting the Rules, located under the registration form, and then by sending the form with the abovementioned

declaration to the Service Operator's electronic system.

5. The User is obliged to fill in the registration form with true and correct information. Neither the Organizer, nor the Service Operator will not be held liable for damages caused by entering incorrect data of the User or the Participant or any other damages of lost profits, regardless of their basis.
6. Registration process contains the following steps:
  - a) the User fills in and submits the registration form available on the Service;
  - b) the Organizer verifies the data of Participants which were registered for the Conference based on the registration form filled in by the User;
  - c) the Organizer reserves the right to assess the applications both positively and negatively. Each Participant will be notified about the result by electronic means;
  - d) positive verification of the application by the Organizer or Service Operator, results in sending confirmation of the conference participation (via Participant's e-mail provided during the registration process).
7. By sending a filled in form to the Organizer, the User offers the Organizer to execute an agreement on participation in the Conference. Receiving the offer is confirmed by the Organizer or the Service Operator by sending an e-mail to Participant's e-mail address, confirming the registration. Upon sending such notice to the Participant, an agreement on participation in the Conference shall be deemed concluded between the Organizer and the User.

## **V. PARTICIPATION IN THE CONFERENCE AS A SPEAKER**

1. As part of the Event, there is an opportunity to express interest in participating in the Conference as a Speaker. The User submits the application by completing and submitting the PROIDEA electronic Speaker registration form available on the Service.
2. In the Speaker registration form, the User provides the following information: first and last name, email address, phone number, city of residence, company name, brief biography (bio), thematic block, lecture title, presentation difficulty level, abstract, duration, language of presentation, and photograph.
3. PROIDEA sends a confirmation of receiving the application to the email address specified by the User in the Speaker registration form.
4. Participation in the conference as a Speaker is dependent on the evaluation of the submitted application by the Organizer. The evaluation of the applications and the selection of Speakers are carried out by the Program Board appointed by the Organizer. The User will receive the assessment results via email.
5. In case of a positive assessment of the application, the Speaker is obligated to prepare and submit the presentation to the email address of the Service Operator no later than 14 days

before the start of the Conference. The Speaker bears exclusive responsibility for all content included in the presentation.

6. By submitting the application, the User grants the Organizer a non-exclusive license to use materials provided in connection with participation in the conference - abstracts in Polish and English, the submitted presentation, as well as the Speaker's performances during the Conference ("Materials"). The consent also includes the use of the Speaker's image. The license includes:
  - a. in terms of fixation and reproduction - recording and duplicating the Materials by any technique, including printing, reprographic, and digital techniques, on all types of media, including CD and semiconductor media, as well as entering and transmitting the Materials to the memory of tele information systems;
  - b. in terms of distribution - leasing, lending, and placing in circulation media on which the Materials were recorded;
  - c. in terms of distribution other than specified in point b above - making the Materials available in such a way that everyone has access to the Materials in a place and time of their choosing, displaying, broadcasting, and re-broadcasting, both terrestrial and satellite, transmitting the Materials in a streaming transmission system, both live and on-demand. The license is granted on the condition of receiving a positive assessment of the application in accordance with point V.3. above.
7. Participation in the Conference as a Speaker requires registration as a Participant as well.
8. A Speaker accepted by the Program Board may be replaced by another Speaker, provided they come from the same company, present the same material, and the session has exactly the same technical or commercial profile, and if the change is promptly communicated to the Organizer.
9. The Organizer has the right to refuse substitution if any of the above elements is not met.
10. A Speaker who has not reported a change or whose change has not been accepted by the Organizer may be subject to a financial penalty equivalent to the cost of the sponsorship session.

## **VI RESIGNATION FROM PARTICIPATION IN THE CONFERENCE AND COMPLAINTS**

1. 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 the Organizer without incurring any costs and without stating any reason within 14 days from the date of entering into the agreement in accordance with § 4.7 of these Rules.
2. A statement of rescission of the agreement shall be made in writing. To meet the deadline

referred to in § 5.1 above, the statement may be sent by registered letter to the address of the Service Operator. Statement of rescission can also be made in electronic form and sent to the Service Operator to the following e-mail address: [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl). The User may use the form of the statement enclosed with these Rules.

3. Information on any change of the Participants should be notified to the Service Operator not later than 14 days before the date 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: [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl)
4. The User may lodge complaints to the following e-mail address [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl) or in writing, to the address of Service Operator.
5. A complaint concerning the proceedings of the Conference 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 receiving such complaint by the Service Operator. The Organizer shall review any complaints within 14 days after the date of their submission.

#### **VII ORDER REGULATIONS**

1. Conference Participants shall demonstrate conduct that does not pose threat to the safety of other Participants, including Speakers, observe 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. Participants shall be prohibited from bringing and carrying any weapons or other dangerous items, explosives, pyrotechnic products, materials posing a fire risk, alcoholic beverages, intoxicants or psychotropic substances. Participants are forbidden to bring to the Conference area, or carry during the Conference, any other dangerous items, in particular sharp, heavy, hard or other items that may pose a threat to the life and health of Participants.
3. Before entering the Conference area, Participants should deposit any items referred to above in the cloakroom or with the Organizer for the duration of the Conference.
4. The Organizer can refuse to allow entering or staying at the Conference premises of the Participant whose behavior pose threat to other Participants. The Organizer shall have the right to have any such Participant removed from the Conference.
5. Participants 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 recognized as prohibited, including rude language or expressions that may offend religious or ideological feelings, or implying discrimination.

6. It shall be forbidden to damage any markings and information boards, advertising media, devices and equipment used at the Conference. Participants shall use sanitary facilities only for their intended purpose.
7. Participants shall promptly notify the Organizer of any instances of misconduct (in particular those indicated above) by other Participants.
8. Participants shall carry identification badges in visible places (or show it to the Organizer at every request) during the Conference. A lack of the identification badge entitles the Organizer to remove the Participant from the Conference premises. The Participant shall not give his badge to any other person.

### **VIII CONFERENCE PARTICIPATION**

1. Participation in the Conference as the Participant entitles such person to take part in all sessions listed in the Agenda as well as to obtain the following Additional Benefits:
  - a) obtaining one set of conference materials;
  - b) take part in coffee and lunch breaks organized by the Organizer on each of the days of the Conference. (Catering shall be provided by the Organizer).
2. Participation in the Conference as the Participant or the Speaker is free of charge.
3. The number of seats at the Conference and technical sessions shall be limited.
4. The Organizer represents that it will use its best efforts to ensure the highest quality of the Conference, as described in the Agenda.
5. The Organizer shall not cover or reimburse any travel and accommodation costs incurred by Participants in connection with their participation in the Conference.
6. The Conference can only be photographed and filmed by the Organizer. It is prohibited to film or take photos during the Conference without obtaining prior permission from the Organizer.
7. The Organizer reserves the right to register and publish audiovisual materials related to the course of the Conference and to distribute the registered materials.

### **IX RIGHTS OF THE ORGANIZER**

1. The Organizer reserves the right to change the Agenda and it cannot be used as a basis for any monetary claims. All changes in the Agenda entered by the Organizer will be available in the Service.
2. The Organizer reserves the right to alter the date, place or the time of duration of the Conference. Any changes shall be notified to Participants by e-mail sent to the address provided during the registration process.
3. The Organizer reserves the right to cancel the Conference in the case of occurrence of any fortuitous event. Cancellation of the Conference shall be notified to Participants by e-mail sent to the address provided during the registration process.

### **X LIABILITY OF THE ORGANIZER**

1. The Organizer shall not be held liable for:
  - a) any damage caused by the use of the materials made available at the Conference by Participants or Speakers in a manner that is in conflict with the law or these Rules;
  - b) any damage caused by discontinuation of the Conference where such discontinuation is due to a cause attributable to the User or Participant or any breach of law or these Rules;
  - c) any damage caused in connection with the use by the User or Participant of any materials, data and information made available as part of the Conference for commercial, investment or business purposes etc.;
  - d) any damage caused by the disclosure of personal data in accordance with these Rules and the Privacy Policy,
  - e) Participants' belongings that may be lost, damaged or stolen during the Conference.

### **XI INTELLECTUAL PROPERTY AND COPYRIGHTS**

1. In connection with making certain information available to the Participants through the Service, the Organizer advises Participants to pay particular attention to the need to respect intellectual property rights.
2. The Organizer notes that the Service contains copyrighted documents, trademarks and other original materials, in particular texts, photographs, graphics and sounds, programs and video content. The layout used and the selection of content presented on the Service is a separate object of copyright protection.
3. Users shall use all the materials presented to them for their personal use only. Modification, copying, transfer, public reproduction and any use of such content for commercial purposes shall require a prior written consent of the Organizer or another authorized entity.
4. Use of any copyrighted materials, including copying, transfer thereof and making them available to the public on the Internet, in any form, by Users or on behalf of third parties (through the Service), may only take place at the consent of authorized entities. Users shall be held fully liable for any damage caused as a result of their conduct in conflict with the provision above.

### **XII PERSONAL DATA PROTECTION**

1. The entity acting as the controller of personal data collected in connection with the participation in the Conference is Linux Polska Sp. z o.o. with its registered office in Warsaw (00-807), al. Jerozolimskie 100, entered into the commercial register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS number: 0000326158, Tax Identification Number (NIP): 7010181018, Industry Identification Number (REGON): 141791601.
2. The Organizer entrusted the processing of personal data in connection with supporting the Conference organization to the Service Operator - PROIDEA Sp. z o.o. with its registered

office in Kraków (30-418), Zakopiańska Street 9, entered into the commercial register maintained by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register under the KRS number: 0000448243, Tax Identification Number (NIP): 6793088842, Industry Identification Number (REGON): 122769022.

3. The Privacy Policy available in the Service ([www.opensourceday.pl](http://www.opensourceday.pl)) contains all information regarding processing personal data gathered in connection with participation in the Conference.

### **XIII OUT-OF-COURT DISPUTE RESOLUTION**

1. Any disputes that may arise between the Organizer and the User - who is a consumer - may be resolved on an amicable basis. 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](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 organizations 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](mailto: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](http://www.uokik.gov.pl/sprawy_indywidualne.php);
  - e) [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php) .
3. In the event of a dispute between the Organizer and the User 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. The User 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 the Organizer. 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. The User 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.

6. Any disputes that may arise between the Organizer and the User who is not a consumer shall be resolved by the court competent for the Organizer.

#### **XIV FINAL PROVISIONS**

1. Unless these Rules stipulate otherwise, communications between the Organizer and the User shall be executed by electronic means:
  - a) for the Participant by means of the e-mail address given during registration,
  - b) for the Organizer by means of the following e-mail address: [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl).
2. All remarks concerning the operation of the Service can be submitted by means of the following e-mail address: [kamila.post@proidea.org.pl](mailto:kamila.post@proidea.org.pl)
3. If some of the provisions of these Rules are deemed invalid or ineffective by the provisions of the law, the validity or effectiveness of the remaining provisions of these Rules shall not be affected. In place of the invalid provision a rule shall be applied which represents the purpose of voided provision and the entire Rules in the closest manner possible.
4. Current version of these Rules is published on the Service website and delivered, free of charge, to the User at his request to the e-mail address indicated during the registration process.
5. The Organizer reserves the right to amend these Rules. The Users and Participants shall be informed about each and every amendment of these Rules via notification uploaded to the Service 14 days before the planned amendment becomes effective. If the Participant does not give his consent for the changes of these Rules, he should inform the Organizer about that fact within the provided period. Absence of consent for the new text of these Rules shall be deemed tantamount to termination of the Agreement mentioned in Article 384.1 of the [Polish] Civil Code, and effective upon the expiry of the date provided for expressing the objections to the amendments in the Rules. Until the expiry of said term the Participant must observe the existing provisions.
6. The agreement concluded between the User and the Organizer, based on which the Organizer provides services under the terms and conditions laid down in these Rules, is governed by Polish law.
7. Any disputes between the Organizer and Participants shall be subject to resolution by the competent courts in accordance with the relevant provisions of the [Polish] Code of Civil Procedure.
8. The Participants that despite being called to stop violating the provisions of these Rules, do not follow the Organizer's orders, and in particular pose threat to health and lives of other Participants or disrupt the Conference, are obliged to leave the Conference premises immediately and cannot raise any claims against the Organizer because of that.
9. The date given below is the effective date of these Rules in their latest version:  
16 February 2024.