

RULES AND REGULATIONS

Article 1

GENERAL PROVISIONS

1. These rules (hereinafter also "these **Rules**") determine the terms and conditions of participation in the "Digital Transformation Through Meaningful Software" event (hereinafter also "the **Event**").
2. The Event is organised by Monterail spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, at 27-29 Oławska street, 50-123 Wrocław, Poland, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court of Wrocław - Fabryczna in Wrocław, VIth Commercial Division of the National Court Register, under entry number KRS 0000357415, NIP [taxpayer ID] 778-147-18-20, REGON [enterprise ID] 301447685, share capital 5.000 PLN (hereinafter also "the **Organiser**").
3. The Event is a closed event and the Organiser reserves the right to determine the maximum number of participants.
4. Only natural persons with full legal capacity, who has registered at the following Event's website: www.eventbrite.com (hereinafter also "the **Website**"), and who has been qualified for the Event by the Organiser, may participate in the Event (hereinafter also "the **Participant**").
5. The Organiser reserves the right to select and contact only with the Participants. The qualification for the Event shall be confirmed by the Organiser through e-mail message, sent to the address provided during registration process, by 17th June 2019.
6. The Event shall take place on 24th June 2019 at Spielfeld Digital Hub GmbH, Skalitzer Str. 85/86, 10997 Berlin and runs from 6:00 pm to 9:00 pm.
7. The Organiser reserves the right to change the time and venue, or to cancel the Event. In this case, the Organiser shall inform all Participants about such change or the cancellation of the Event.
8. The Event takes place according to the agenda drawn up by the Organiser, available at the Website. The Organiser reserves the right to modify the agenda.
9. Each Participant is obliged to read these Rules. Participation in the Event is equivalent to the acceptance of these Rules.
10. The terms of the Participants' personal data processing by the Organiser are set out in Appendix no. 1 to these Rules, which constitutes an integral part hereof. Each Participant is obliged to read that information before taking part in the Event
11. For the avoidance of doubt, the Event is a closed event - not intended for consumers.

Article 2

RIGHTS AND OBLIGATIONS OF THE PARTICIPANTS

1. Participation in the Event is voluntary and gratuitous.
2. The Participant may withdraw from participation in the Event at any time. The Participant shall inform the Organiser about such withdrawal before the Event.
3. The Participant does not receive any remuneration for participation in the Event. The Organiser does not cover any expenses incurred by the Participant in connection with the Event.
4. All Participants are obliged to strictly observe applicable fire, public policy, and safety regulations.
5. During the Event, the Participants are obliged to behave in a manner that does not represent a risk to a safety of other persons taking part in the Event, specifically the following are forbidden during the Event:
 - a. throwing things or spilling liquids, specifically in the direction of another person;
 - b. starting fires, launching fireworks, flares, or other pyrotechnic devices;

- c. expressing or disseminating propaganda and materials or slogans and symbols of political, religious, racist, xenophobic, or vulgar nature;
 - d. behaving in any manner that may be interpreted by others as provocative, creating risks, discriminating or offensive.
- 6. Each Participant is aware that is taking part in the Event at her/his own risk and that may be liable for any damage caused by her/his actions. The Organiser's liability is excluded to the fullest extent permitted by law, and in the event when such exclusion is not possible – the above mentioned liability is limited to the amount of EUR 500,00.
 - 7. The Participants are aware that the area, where the Event is organised may be covered by closed-circuit television (CCTV) monitoring and access control system.
 - 8. Acceptance of these Rules and participation in the Event are equivalent to each Participant granting free of charge consent to the use and multiple dissemination without limitations in terms of territory, medium, time and number of copies, of their image, including voice and utterances (hereinafter also "the **Image**") recorded on photographs or in audio-visual materials by the Organiser or third party acting on behalf of the Organiser during the Event – for informational, promotional and reputational purposes of the Organiser (hereinafter also "the **Consent**").
 - 9. The use and dissemination of the Image will consist, without limitations, of its publication in the original form or in processed form (i.e. edited), including on the website of the Organiser and also in social media, sending via e-mail, on Facebook, Twitter, YouTube, LinkedIn, etc., newsletter, and also in public speeches, conferences, and fairs, in a way allowing it to be seen by a group of people not specified in advance.
 - 10. The Consent includes multiplication of the Image with the use of any currently available techniques and methods, and on any image and sound storage devices, including saving in computer memory and IT networks and placing on the market, lending or leasing copies of recorded material.
 - 11. The Image may be used in various types of electronic image processing, framing and composition, and combined with images of other people – without the obligation to accept final product, however, not in a form that may be offensive or is generally deemed to be unethical.
 - 12. The Consent also includes authorisation for the Organiser to mark the Image with textual and/or graphical description, and alternatively the Participant's name and surname, at the discretion of the Organiser, for the purpose of development of positive image of the Organiser and for information purposes.
 - 13. The Consent is given voluntarily and may be revoked at any time.
 - 14. In case of breach of the provisions defined in the Rules as well as undertaking actions which are against the law, or might compromise the Organiser's good name and reputation, the Organiser reserved the right to exclude the Participant from the Event with immediate effect.

§ 3 FINAL PROVISIONS

- 1. Any correspondence with the Participant, shall be conducted via e-mail messages, sent to the address indicated by the Participant during the registration process.
- 2. These Rules come into force on May 21st 2019 and are available to the Participants at the Website.
- 3. The Organiser reserves the right to amend these Rules at any time and for any reason. The amendments shall enter into force on the day they are published at the Website.
- 4. Provisions of these Rules are governed by Polish law. Matters not regulated herein will be governed by generally applicable laws and regulations, specifically including provisions of the Polish Civil Code.
- 5. Any disputes arising out of these Rules shall be resolved by a common court in Republic of Poland with jurisdiction over the registered office of the Organiser.

Appendix no. 1 – Privacy Policy

Since you provide us with your personal data by registering to the Event, below you can find information how we process them (according to GDPR i.e. the Regulation (EU) 2016/679 of the European Parliament and of 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).

In case of any inquiries, please contact us via following e-mail address: events@monterail.com

I. What personal data do we collect and what is the purpose and legal basis for processing that data?

The scope of personal data that we are processing includes information, which you provide during registration process via the Website (e.g. name, surname, contact details, work information). The abovementioned data are collected in order to properly organise the Event and enable you to take part in it (in particular in order to verify the identity of persons entering the Event's venue) and for marketing purposes of the Organiser such as inviting you to participate in the future events, also by e-mail, upon your prior consent.

Providing us with your personal data is voluntary, however some of them are necessary to participate in the Event.

The Event may be recorded on photographs or in audio-visual materials, therefore your Image may be recorded as well, and used to inform about the course of the Event and for promotional purposes of the Organiser. The use and dissemination of your Image will consist, in particular, of its publication in the original form or in processed form (i.e. edited), including on the website of the Organiser and also in social media, sending via e-mail, on Facebook, Twitter, YouTube, LinkedIn, etc., newsletter, and also in public speeches, conferences, and fairs, in a way allowing it to be seen by a group of people not specified in advance.

The legal basis for processing your personal data may be:

1. with regard to personal data that you provided in the registration form - conclusion and performance of the agreement i.e. enabling you to participate in the Event (Article 6 (1) letter b) of GDPR);
2. with regard to informing about the course of the Event and marketing/promotion of the Organiser – our legitimate interest (Article 6 (1) letter f) of GDPR);
3. with regard to the use and dissemination of your Image – regardless of your consent (Article 6 (1) letter a) of GDPR), also our legitimate interest (Article 6(1) letter f) of GDPR);
4. with regard to the defence against any possible claims – our legitimate interest (Article 6 (1) letter f) of GDPR).

II. Duration of the personal data retention.

Personal data provided by you in the registration form, will be processed for the period necessary for proper performance and settlement of the Event of the Agreement, and later – for marketing purposes (e.g. inviting you to future events) until you resign from processing of your data for this

purpose, including receiving further invitations.

Your Image, in case of its possible recording in connection with your participation in the Event, may be available in the future in medias such as Internet, for an unlimited duration.

The personal data retention may be extended as appropriate in the event of any claims and court proceedings – for the duration of such proceedings and their settlement – and if the law obliges us in certain cases to process such data for a longer period of time.

III. Who has access to your personal data?

Your personal data will only be accessed by duly authorized employees or associates of the Organiser, partners, advisers or auditors – to the extent necessary to perform duties by them.

In case your Image has been recorded and published in public medias in connection with your participation in the Event, the catalog of its recipients will be unlimited.

We may also be required – if there is a legal basis to do so – to provide certain information to public authorities, for the purposes of any proceedings conducted by them.

IV. Information about the data controller.

Monterail spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, at 27-29 Oławska street, 50-123 Wrocław, Poland, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court of Wrocław - Fabryczna in Wrocław, VIth Commercial Division of the National Court Register, under entry number KRS 0000357415, NIP [taxpayer ID] 778-147-18-20, REGON [enterprise ID] 301447685, share capital 5.000 PLN; email address: events@monterail.com.

V. Your rights related to the processing of your personal data.

Access to your personal data – you may ask us to provide detailed information regarding your personal data.

Data rectification – you have the right to demand the rectification of your personal data, which are or has become inaccurate.

Revocation of consent – you can revoke your consent to the processing of your personal data at any time, without affecting the legality of processing performed prior to such revocation.

Data erasure – in certain situations, if you want the data to be erased, GDPR gives you the “right to be forgotten”.

Restriction of processing – in certain situation, you can demand that we limit our processing activities, in principle, only to storing information about you.

Data portability – you have the right to receive your personal data in a commonly-used format that can be read by a computer, and also to have your personal data sent to another data controller.

Objection – in certain situation, you have the right to object to some operations we perform on your personal data.

Complaints to the relevant public authority – you have the right to lodge a complaint to the relevant public authority, which are e.g.:

1. in Poland - the President of the Personal Data Protection Office. A detailed description of the procedure for submitting a complaint is available at: <https://uodo.gov.pl/en/559/941>.

Monterail Sp. z o. o.

Rules and Regulations of participation in the “Digital Transformation Through Meaningful Software” Event
24.06.2019 r., Berlin

2. in Germany - Federal Commissioner for Data Protection and Freedom of Information. A detailed description of the procedure for submitting a complaint is available at:
https://www.bfdi.bund.de/DE/Service/Beschwerden/beschwerden_node.html

Of course, if you have any comments regarding the processing of your personal data, we encourage you to first contact us at events@monterail.com.