#### **REGULATIONS**

### Workshop on New Polish balancing market

August 7-8, 2024, organized by the Polish Wind Energy Association ("Regulations").

# §1 GENERAL PROVISIONS

- 1. The organizer of the Workshop course , "New Balancing Conditions" (the "Workshop"), which will be held on August 7-8, 2024 at the Zielna Conference Center with its headquarters in Warsaw (00-108), 37 Zielna Street.
- 1.1. Polish Wind Energy Association seated in Szczecin (71-325), Al. Wojska Polskiego 187/4-5 KRS: 0000097999, NIP: 852-227-25-75, REGON: 811949676. ("PWEA"),
- 2. These Regulations, hereinafter referred to as the "Regulations", set out the rules for the provision of services by the **Organizers** in organizing the **Workshop**, the rules for the use of these services, the fees and the rules for the protection of personal data of the **Workshop** Participants.
- 3. The Rules and Regulations are made available free of charge at <a href="http://psew.pl/">http://psew.pl/</a> in a form that makes it possible to download, record and print them. The Regulations are also available at the PWEA office indicated in § 1.1 of the Regulations.
- 4. The official website for the Workshop can be found at: <a href="http://psew.pl/">http://psew.pl/</a> "Workshop Website").
- 5. For the purposes of the Regulations, the following definitions are adopted:
- 5.1. **Participant** an individual who has applied for participation in the **Workshop** or whose participation in the **Workshop** has been applied for by the Registrant,
- 5.2. **Registrant** a legal entity, a natural person conducting business or an organizational unit without legal personality, which enters into an agreement with the Organizers under the terms of the Regulations,
- 5.3. Application the performance of the act of application for participation in the Workshop under the terms of the Regulations.

### 92 ENTERING INTO AN AGREEMENT WITH THE ORGANIZERS

- 1. The conclusion of the agreement for the provision of the Service of participation in the Workshop requires ordering the service by registering on the Workshop website and requires a fee of PLN 2,460.00 (gross) (in words, two thousand four hundred and sixty zlotys).
- 2. Enrollment in the Workshop by the Participant or conclusion of the contract for the provision of the Workshop Participation Service by the Registrant takes place upon acceptance of the terms and conditions of the contract by clicking on the REGISTER link located at the end of the registration and paying for it.
- 3. Upon registration/contracting, the Participant:
  - 3.1. accepts these Regulations,
  - 3.2. declares that he has read the documents containing the terms and conditions of the agreement and accepts their contents,
  - 3.3. declares that it consents to the processing of personal data by PWEA to the extent necessary for the proper performance of the Service, and consents to the transfer and entrustment of its processing to other entities for the purpose and to the extent necessary for the proper and due performance of the Service,
  - 3.4. declares that he/she agrees to document the meeting in photographic or video form and to publish the aforementioned documentation, including that containing his/her image, on the Organizers' websites, social media (Facebook, YouTube, Linkedin) and in printed materials of the Organizers and their business partners,
- 4. 3.5 The person registering/ordering the service shall have the appropriate authority to enter into the agreement on behalf of the Registrant, in the absence of such authority, the person will be held fully responsible for the performance of the agreement.

## § 3 PROCESSING OF PERSONAL DATA

1.2. 1. co-administrators of personal data processed in connection with the organization of the **Workshop** is the Polish Wind Energy Association, based in Szczecin (71-325), Al. Wojska Polskiego 187/4-5, registered in the register of associations, other social and professional organizations, foundations and independent public health care facilities of the National Court Register kept by the District Court Szczecin - Centrum in Szczecin, XIII Economic Division of the National Court Register under KRS number: 0000097999, NIP: 852-227-25-75, REGON: 811949676 ("**PWEA**").

- (2) Persons competent to contact in matters related to personal data processing are at PWEA Administrative Director Iwona Tokarska i.tokarska@psew.pl.
- (3) The Participants' personal data will be used in accordance with the terms of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (OJ L 119, 4.5.2016, p. 1-88, RODO), the Act of May 10, 2018 on the Protection of Personal Data (i.e., OJ L. 2018, item 1000., UODO), Polish regulations adopted to enable the application of RODO, other applicable laws and the Regulations.
- 5 Participants' personal data will not be subject to automated processing, including profiling.
- 6 Personal data provided in the online application (name and surname of the participant, name of the company/represented institution, position, e-mail, contact details of the company/represented institution) will be processed for the purpose and to the extent related to the organization of the **Workshop** The basis for the processing of personal data is Article 6(1)(b) RODO the implementation of the agreement (acceptance of the Regulations and application for participation in the Workshop and acceptance by the Organizers of the application and constitutes the conclusion of the agreement). The Co-organizers may also process personal data of the Participants in order to establish, defend or pursue claims remaining in connection with the organized Workshop , as well as to promote the Workshop e.g. by publishing photographs with the image of the Participants on social networks administered by the Organizers e.g. Facebook which constitutes its legitimate interest (Article 6(1)(f) RODO). In this case, personal data will be kept for the period of the statute of limitations for claims or criminal acts resulting from the law.
- (7) If the Participant has given the consents referred to in § 2.3, the personal data will be processed to the extent necessary to fulfill the purpose(s) for which the consent was given, until the Participant withdraws the consent. The basis for the processing of personal data is Article 6(1)(a) RODO voluntary, unambiguous, informed and specific consent of the data subject. Withdrawal of consent does not affect the lawfulness of processing that was carried out on the basis of consent before its withdrawal
- 8 Failure to provide data will prevent participation in the Conference.
- 9. Participants are entitled to:
- (a) access to data,
- (b) rectification or completion of data,
- (c) withdrawal of expressed consent to data processing.
- The participant, within the limits of the law, also has the right to object to the processing of his/her personal data, in case the Organizers process it for the purpose of his/her legitimate interest. Exercise of the rights referred to above may be done by indicating his/her demands in writing sent to the address of one of the Joint Administrators.
- (10) The joint administration of personal data under Article 26(1) of the RODO shall not affect the exercise of the rights of the Workshop Participants under the RODO. As agreed between the Joint Administrators, each of the Joint Administrators is the entity responsible for the processing of personal data in accordance with the RODO. Any of the Co-Administrators may be contacted regarding the processing of personal data.
- (8) Participants also have the right to lodge a complaint with the President of the Office for Personal Data Protection about the processing of their data by the Joint Administrators.

#### § 4 SUBJECT MATTER

- 1. Under the concluded agreement, the Organizers undertake to enable the Participant to participate in the Workshop.
- 2. The organizers shall announce on the Workshop Website the details of: date, place and program of the Workshop.
- 3. The prerequisite for participation in the **Workshop** is application for participation in the **Workshop** and payment of participation.
- 4. Application for participation in the **Workshop** is made by sending a properly completed application form and payment of the fee by the date indicated as the deadline for receipt of orders.
- 5. The organizers reserve the right to refuse applications for participation in the Workshop without giving any reason.
- 6. Any changes made by the Registrant to the order shall be in writing under pain of nullity of the changes made.
- 7. The registrant is obliged to fill out the order (application form) correctly and in accordance with the real state.
- 8. The organizers are not responsible for damages related to the entry of incorrect data of the Participant or Registrant in the order (application form).
- 9. The Registrant may change the enrolled Participant free of charge by sending the appropriate information containing the personal data of the new Participant, which are required in the order (online enrollment form), together with the statement signed by the new Participant on consent to the processing of personal data by e-mail to the following e-mail address: <a href="mailto:a.krysiak@psew.pl">a.krysiak@psew.pl</a>, no later than before the closing of registration for the **Workshop**. Information submitted after the aforementioned deadline or incomplete information will have no effect.

§5
RESIGNATION OF PARTICIPANT/REGISTRANT

- 1. Declaration of cancellation of participation in the **Workshop** should be made by e-mail to: <u>a.krysiak@psew.pl.</u> No later than 7 days before the registration deadline closes.
- 2. The Registrant may resign from participation in the **Workshop** with respect to all or named Participants whom the Registrant has enrolled to participate in the **Workshop**.
- 3. The provisions of this chapter shall apply regardless of the reason for cancellation of registration or non-participation.

### §6 TERMS OF PARTICIPATION AND LIABILITY

- 1. Participants are obliged to comply with safety rules, health and safety and fire regulations in force on the premises where the **Workshop** is organized.
- 2. The Participant and the Registrant shall be financially responsible for causing any damage during the Participant's participation in the Workshop.
- 3. The Organizers and any other owner of the place where the **Workshop** is **held shall** not be responsible for the Participants' belongings that may be lost, damaged or stolen during the **Workshop** or the Participant's stay in connection with the **Workshop**.
- 4. The Organizers and any other owner of the place where the **Workshop takes place shall** not be liable for any damage to the Participant arising during or in connection with the **Workshop** and caused by force majeure or the actions of third parties including, in particular, other Participants.
- 5. In the event of any damage to the Participant's property, the subject shall immediately notify the Organizers.
- 6. Participants are responsible for all costs of travel and stay at the Workshop.
- 7. In order for the Participant enrolled by the Registrant to be allowed to participate in the **Workshop**, the Registrant is required to submit a statement that he/she has read and accepted the Rules and Regulations at the time of registration and to confirm payment of the fee for participation in the **Workshop**. If the Participant refuses to accept the Rules and Regulations, the registration will not be completed and the Organizers shall not be held liable for any damages on this account.

# §7 ADVERTISEMENTS

- 1. All complaints of Participants or Registrants against the Organizers should be submitted in writing by registered letter with acknowledgement of receipt sent to the Organizers' registered office address.
- 2. Complaints of Participants or Registrants may be submitted no later than 7 days after the end of the Workshop.
- 3. No complaints will be considered after the deadline specified in paragraph 2 above.

# §8 FINAL PROVISIONS

- 1. In case of cancellation of the Workshop for reasons attributable to the Organizers, another date of the Workshop will be offered.
- 2. In the event of cancellation of the **Workshop** due to fortuitous reasons, the occurrence of force majeure that will prevent both the **Workshop** and its cancellation, the Participant or the Registrant shall not be entitled to compensation.
- 3. Any disputes that may arise from the conclusion of this agreement will be settled by a court with local jurisdiction over the Organizers' headquarters.
- 4. For the settlement of any disputes, the text of the Regulations in Polish shall be considered binding.
- 5. The Organizers reserve the right to modify the provisions of the Regulations at any time. The Organizers will inform all Registrants of any change to the Rules and Regulations to the email address provided in the registration form. If the Registrant does not accept the changes to the Rules and Regulations, the Registrant should notify the Organizers of such decision by sending an appropriate statement to the e-mail address: <a href="mailto:a.krysiak@psew.pl">a.krysiak@psew.pl</a> under pain of being deemed to accept the changes in full.
- 6. In matters not regulated in the Regulations and the application form, the provisions of Polish law shall apply, including in particular the provisions of the Civil Code (i.e. Journal of Laws of 2020, item 1740, as amended).
- 7. The Regulations shall come into force on 17.07.2024.