

## REGULATIONS FOR PARTICIPATING IN THE CR2023 CONFERENCE

These regulations lay down the rules for participating in the CR2023 Conference organized by Stowarzyszenie Producentów Cementu (the Polish Cement Association – PCA) with its registered office in Kraków (address: ul. Lubelska 29 / 4/5, 30-003 Kraków), entered in the Register of Entrepreneurs of the National Court Register (KRS) under the number KRS 0000099684 by the District Court for Kraków-Śródmieście in Kraków; NIP (VAT No.): 6771697054, REGON (business register no.) 350507848 | telephone no.: +48 12 423 33 55 | e-mail: [biuro@polskicement.pl](mailto:biuro@polskicement.pl).

### Art. 1

#### GENERAL PROVISIONS

1. Acquiring the right to participate in the Conference; the terms of concluding and terminating Agreements with Participants; submitting and handling complaints; the rules of payment and of the provision of services by the PCA shall be governed by these Regulations.
2. Personal data processing rules are defined in the PCA personal data protection policy available at [www.polskicement.pl](http://www.polskicement.pl); [www.concreteroads2023.com](http://www.concreteroads2023.com)
3. Applying for participation in the Conference and acquiring the right to participate in it shall mean accepting: these Regulations, the personal data protection policy and the Conference Program.
4. Matters not covered by these Regulations shall be governed by the Polish law, and in particular the provisions of the Act of 18 July 2002 on the provision of electronic services (i.e. Journal of Laws – Dz.U. of 2020, item 344); Act of 23 April 1964 the Civil Code (i.e. Dz.U. of 2022, item 1360 as amended), and in the case of Participants who are consumers, also the Act of 30 May 2014 on consumer rights (i.e. Dz.U. of 2020, item 287 as amended) and the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Dz.U. item 1823). The relevant provisions of European Union law shall also apply.

### Art. 2

#### DEFINITIONS

The terms used in these Regulations shall mean:

1. **Price** – the gross price including all components (including VAT), which the Participant pays for participating in the Conference and for standard services covered by the Conference Program (with the reservation of Art. 5.5); if the Participant chooses additional services, the cost of these services shall be added to the Price;
2. **Order Form** – the form available at [www.concreteroads2023.com](http://www.concreteroads2023.com) designed for submitting an Order for participation in the Conference; the Order Form also includes the required consents which must be given as a condition for placing the Order;
3. **Symposium** – the CR2023 Symposium organized by the PCA on 25-28 June 2023;
4. **Consumer** – a natural person who enters with an entrepreneur into a legal transaction not connected directly with their business or professional activity. A Consumer shall also be a natural person who enters into an Agreement related to their business activity, if the Agreement is not of professional nature for this person resulting from the line of their business activity;
5. **Symposium Program** – the detailed program of the Symposium, including catering services, available at [www.concreteroads2023.com](http://www.concreteroads2023.com);

6. **PCA** or the **Organizer** – the Polish Cement Association of Kraków (details presented at the beginning of these Regulations);
7. **Regulations** – these Regulations;
8. **Participant** – any person acquiring the right to participate in the Symposium;
8. **Agreement** – the Agreement between the PCA and the Participant, under which the PCA allows the Participant to participate in the Symposium and use additional services, and the Participant is obligated to pay the Price. This Agreement shall be concluded for the term until the end of the Symposium.
9. **Order** – the Participant’s declaration of will to conclude the Agreement.

### **Art. 3**

#### **CONCLUDING AGREEMENTS**

1. Agreements shall be concluded using the Organiser’s website [www.concreteroads2023.com](http://www.concreteroads2023.com) or in a traditional written form at the PCA offices or by post;
2. By placing the Order, the Participant accepts the offer to conclude an Agreement, i.e. to participate in the Symposium on the terms laid down in the Symposium Program in exchange for paying the Price. Without prejudice to the provisions of these Regulations governing the right to cancel the Order or withdraw from the Agreement, a Participant who is a Consumer confirms that they are aware that placing the Order obligates them to pay the Price.
3. A Participant intending to participate in the Symposium shall fill out the Order Form by entering all the required information, truthfully, in a conscious and considered way. The Participant shall mark in the Form whether they are placing the Order as a Consumer. If the Order is placed on behalf of a third person, the ordering person shall send their authorisation to the Organiser without delay;
4. Placing an Order shall mean concluding the Agreement and shall obligate the Participant to pay the Price. Placing an Order shall mean accepting the Regulations and consenting to the Organiser processing the Participant’s personal data for purposes related to the performance under the Agreement.
5. The Organizer shall confirm receiving the Order, which shall mean confirming the conclusion of the Agreement on the terms set out in these Regulations and legal provisions. The Organizer shall allow Participants to download the electronic version of, and/or print these Regulations together with the Symposium Program and print the personal data protection policy published on the Organizer’s website.

### **Art. 4**

#### **PAYMENT METHODS**

1. The Participant shall pay the Price when placing the Order, using the payment methods offered by the Organizer, or after placing the Order, but not later than within 7 days from the date of the Order.
2. The failure to pay the Price in full within the time limit specified in par. 1 above shall mean cancelling the Order and terminating the Agreement, which the Organizer shall notify to the Participant by e-mail. The cancellation of the order and the termination of the Agreement in the above situation shall not require either Party to submit additional declarations. If only a part of the Price has been paid, the Organizer shall return the paid part of the Price to the Participant without delay after cancelling the Order.

3. The date of payment shall be the day when funds are credited to the Organizer's account.
4. The Organizer offers the following payment methods:
  - payment by bank transfer to the PCA bank account specified on the website [www.concreteroads2023.com](http://www.concreteroads2023.com)
  - payment through the agency of PayU, i.e. using the electronic payment system provided by PayU.
5. Immediately after the payment is credited, the Organizer shall e-mail a bill or a VAT invoice (as chosen by the Participant) to the Participant's e-mail address entered in the Order Form. The bill or invoice shall only be sent electronically, to which the Participant consents.

#### **Art. 5**

#### **SERVICE PROVISION BY THE ORGANIZER**

1. As part of the service purchased, the Organizer shall provide Participants with conference materials and allow them to participate in lectures and panels at the Participant's discretion; catering services (except for the gala dinner) and one technology tour chosen by the Participant (according to the Symposium Program).
2. The Organizer shall not provide the transport of the Participants to the Symposium venue or the accommodation location. Participants may use the PCA website to independently book accommodation at the Hotel where the Symposium is held, but the Organizer shall not guarantee the availability of rooms and shall not be responsible for the provision of hotel services;
3. Conference materials shall be e-mailed to Participants after the end of the Symposium, to the e-mail address entered in the Order Form. Some conference materials may be available in a printed version at the Symposium venue. The Participant shall have the right to independently use the conference materials, complying with the copyright law; in particular, if the Participant disseminates materials further, they shall indicate their source.
4. Online participation in the Symposium is possible. If a Participant is interested in this form of participation, this should be marked on the Order Form. The Organizer shall e-mail all the necessary information (including the links and the log-in panel) to Participants attending the Symposium online, allowing them to attend presentations and lectures remotely. The Organizer shall bear no responsibility for the quality of the Internet connection on the Participant's side or for telecommunications services provided by telecommunications operators.
5. In the case of online participation, the Participant shall pay the fee for this form of participation in the Symposium according to the Organizer's price list.
6. To participate in the Symposium online, the following technical requirements must be met:
  - a computer (or a mobile device) with Internet access;
  - access to e-mail and a web browser;
  - enabling cookies and Java script in the web browser.
7. The Organizer shall not charge any fees for telephone calls or remote participation in the Symposium. Call costs are charged only by local or international telecommunications operators, depending on the location from which the Participant initiates the call.

## **Art. 6**

### **CANCELLING THE PARTICIPATION**

1. Notwithstanding the right to withdraw from the Agreement referred to in Art. 8 of these Regulations, the Participant may cancel their Order according to the rules below.
2. An Order may be cancelled without giving reasons.
3. The Order shall be cancelled by e-mail from the Participant's address entered in the Contact Form or in the traditional written form with the Participant's signature. In case of doubt, the Organizer may contact the Participant to make sure whether the Order has been cancelled.
4. If an Order for which the Participant has previously paid the Price is cancelled, the funds paid by the Participant shall be returned as follows:
  - in full – if the Order is cancelled by 30 April 2023;
  - 70% of the Price paid – if the Order is cancelled after 30 April 2023 but before 31 May 2023;
  - if the Order is cancelled after 31 May 2023, the Organizer shall not return any part of the fee.
5. Funds shall be returned to the account from which they were paid, unless the Participant provides a different account for the refund in writing. The letter shall contain a handwritten or electronic signature. The above rules shall also apply in the cases referred to in Art. 5.2 of these Regulations.

## **Art. 7**

### **COMPLAINTS**

1. The Organizer shall be responsible for the compliance of the Symposium with the Symposium Program as well as the quality and timely nature of the services they provide.
2. Any complaints regarding the Symposium, materials, payments or other issues related to the subject of the Agreement shall be reported to the Organizer by phone (tel. +48 12 423 33 55), by e-mail (e-mail: [biuro@polskicement.pl](mailto:biuro@polskicement.pl)) or in writing to the address: Stowarzyszenie Producentów Cementu, ul. Lubelska 29 / 4/5, 30-003 Kraków, Poland. Not receiving materials, problems with payments or problems with the remote connection of Participants attending the Symposium online should be reported immediately to enable the Organizer to remedy any irregularities promptly.
3. The complaint shall contain information and circumstances concerning the subject of the complaint, in particular the type and date of the irregularity, the Participant's details, and the method of communication with the Participant, if different from that entered in the Report Form.
4. The Organizer shall handle complaints without delay, but not later than within 14 days from the date the complaint is submitted. If a complaint is not handled within 14 days, it shall be understood as accepted.
5. The Organizer shall send the response to the complaint to the Participant in a paper format or on a different, permanent medium (e.g. by e-mail).

## **Art. 8**

### **RIGHT TO WITHDRAW FROM THE AGREEMENT**

1. A Participant who is a Consumer shall have the right to withdraw from the Agreement within 14 days of concluding it without giving any reasons.

2. The withdrawal shall be made by a declaration containing information about withdrawing from the Agreement. The declaration need not fulfil any formal requirements. A template of the declaration is attached to these Regulations, but the Participant shall not be obligated to copy this template; it shall be sufficient to state that the Participant withdraws from the Agreement, providing the Participant's details. The above declaration may be sent by e-mail or by post to the Organizer's address stated at the beginning of these Regulations.
3. After receiving the withdrawal declaration, the PCA shall immediately confirm its receipt and return the funds paid by the Participant. The refund shall be made according to the rules of Art. 7.5 of these Regulations.
4. The provision of conference materials to the Participants and enabling them to remotely participate in the Symposium shall constitute digital contents and services. If the Participant withdraws from the Agreement, the Participant shall cease using the above-mentioned digital contents and services and permanently delete the materials received from the Organizer.
5. If a Participant who is a Consumer does not withdraw from the Agreement on the day before the Conference at the latest, they acknowledge and instruct the Organizer to start providing Conference services, being aware that after the service provision starts, they lose the right to withdraw from the Agreement.

#### **Art. 9**

##### **AMICABLE RESOLUTION OF CONSUMER DISPUTES**

1. If a Participant who is a Consumer is dissatisfied with the way a complaint was handled, with settlements related to withdrawing from the Agreement or deems the performance of the Agreement unsatisfactory, they may resolve consumer disputes out-of-court using institutions appointed for this purpose, which are listed at <https://polubowne.uokik.gov.pl/>
2. The Customer shall have the right to initiate an out-of-court resolution of consumer disputes using the ODR platform <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

#### **Art. 10**

##### **PERSONAL DATA, IMAGE**

1. Pursuant to Art. 13 of 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 (...) (OJ L 119 of 2016, p. 1 as amended), the Organizer states that the controller of personal data is the Polish Cement Association of Kraków (address and registry data presented at the beginning of these Regulations).
2. Participants' personal data are processed only for purposes related to the conclusion and performance of the Agreement and, possibly, to provide information about hotel services to interested Participants.
3. Detailed information on the current personal data protection policy of the Organizer is available at [www.polskicement.pl](http://www.polskicement.pl); [www.concreteroads2023.com](http://www.concreteroads2023.com), and the file containing this information can be downloaded or printed.
4. The Participant is aware and accepts that photographs or video footage of the Symposium will be recorded during the Symposium by entities engaged by the Organizer. In these circumstances, the Participant's image may be recorded in video footage or photographs. The Participant accepts the dissemination of their image

thus recorded in videos or Conference materials, including on the Organizer's website or in publications, in the following situations:

- a. when the Participant's image only constitutes a detail of the whole as part of a public event which the Symposium is (e.g. photos from lectures, tours, etc.);
- b. in the case of posed photos – when the circumstances indicate that the Participant, individually or together with other persons, is recorded in a photograph or video from the event, and the Participant does not object to this.

In other situations, the Participant's consent to the dissemination of their image shall be required, and this consent may be given in any form (including a document, e.g. an e-mail message). The Participant shall have the right to object to the dissemination of their image at any time and without giving reasons, except for the case specified in letter (a) above. To object, it shall be sufficient to e-mail the Organizer, but the withdrawal of the consent to the dissemination of the image shall not apply to materials that the Organizer has published before receiving information about the withdrawal of this consent.

#### **Art. 11**

#### **FINAL PROVISIONS**

1. Agreements concluded in accordance with these Regulations and legal relations resulting from them shall be governed by the Polish law.
2. Should any part of these Regulations contravene the applicable law, the relevant provisions of the Polish law shall apply.
3. In case of any doubts or reservations concerning the contents, the meaning or the legal effects of these Regulations or the personal data protection policy, one may contact the Organizer for clarifications. Clarifications are free of charge.

### **Template of withdrawing from the Agreement**

*(fill out and return this form only if you wish to withdraw from the agreement)*

Addressee: Stowarzyszenie Producentów Cementu with its registered offices in Kraków (address: ul. Lubelska 29 / 4/5, 30-003 Kraków) entered in the Register of Entrepreneurs of the National Court Register (KRS) under the number 0000099684 by the District Court for Kraków-Śródmieście in Kraków; NIP (VAT No.): 6771697054, REGON (business register no.) 350507848 | Telephone: +48 12 423 33 55 | email: [biuro@polskicement.pl](mailto:biuro@polskicement.pl).

– I/We(\*) hereby declare(\*) my/our withdrawal from the Agreement for Participating in the CR2023 Symposium

– Order placement date: (\*)

– Participant's given name and surname: (\*)

– Participant's postal/e-mail address: (\*)

– Signature of the consumer(s) (if the form is sent in a paper format)

– Date