

# Terms and Conditions

These Rules and Regulations determine the conditions of use of the Internet service for the DevOpsDays conference and conditions of participation at DevOpsDays Warsaw 2023.

## I. General provisions

1. The following set of regulations (“Regulations”) defines the conditions of participating in the Conference, as well as details regarding specific rights and obligations of the Organizer, Participants, Users, and Speakers.

2. All rights to the name of the Service, its graphic and functional design, as well as the rights to all text and graphic elements used in the Service, barring elements deriving from third parties (more specifically, partner logotypes, the logotypes of media partners, sponsors, partnering conferences, etc.), belong to PROIDEA and may only be used upon the presence of consent (if so licensed) given by PROIDEA.

3. The following regulations are made up of, more specifically:

- a. the act from 18 July 2002 on providing services electronically;
- a. the act from 23 April 1964 of the Civil Code;
- b. the act from 30 May 2014 on consumer rights;
- c. the act from 4 February 1994 on copyrights and related rights;
- d. the ordinance from 27 April 2016 on the protection of individuals with regards to their personal data and the free movement of that type of data, as well as the repeal of the directive 95/46/WE (“GDPR”);
- e. the act from 10 May 2018 on the protection of personal data.

4. With regards to issues related to the use of the Service or participation in the Conference, you may contact PROIDEA via email at [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl).

5. Accepting the Regulations is required to register for the Conference, as well as to participate.

6. Users and Participants are obligated to abide by the provisions presented in the Regulations.

## **II. Certain Defined Terms**

For the purpose of these Rules and Regulations the following terms shall have the following meaning:

1. Service - shall mean the Internet website at [devopsdays.pl](http://devopsdays.pl) which contains the information related to the Conference and enables registration as the Conference Participant or Conference Speaker through the Platform.

2. PROIDEA - the organizer of DevOpsDays. PROIDEA sp. z o.o. with registered office in Kraków at Zakopiańska 9 str., 30-418 Kraków, entered into the Register of Entrepreneurs maintained at the District Court for Kraków Śródmieście in Kraków, National Court Register with the KRS number: 0000448243, NIP number: 6793088842, with the initial capital in the amount of PLN 30,000.00, paid up in full.

3. Conference - a conference held under the name of DevOpsDays, organized by PROIDEA in Warsaw, 7-8 November 2023.

4. User - an adult natural person using the Service who registers DevOpsDays Participants on their own behalf or acting as an authorized representative of a legal person or an unincorporated organizational unit.

5. Agenda - defined by PROIDEA detailed Conference program published within the Service after having confirmed some or all the Speakers. The agenda is published for informative purposes only and may be subject to change.

6. Conference Participant - a person entitled to take part in the Conference and to obtain additional benefits defined in detail in section IV of the Rules and Regulations.

7. Conference Speaker - a person entitled to deliver a presentation during the Conference, selected by PROIDEA in accordance with the procedures defined in section IV of these Rules and Regulations.

8. Platform – a website available at: [eventory.cc](http://eventory.cc) , to which a user is redirected from the Service to register for participation in the DevOpsDays as a Conference Participant. Redirection to the Platform takes place after clicking on the “Buy Tickets” tab on the Service and starting the registration process on the Service. The Platform is offered as part of the Eventory online service provided by Eventory Sp. z o.o. of Krakow.

### **III. Terms of Use of the Service**

1. Using the Service and all of its functions requires access to the Internet and application of a standard Internet browser.
2. In order to guarantee safety for data transfers via the Service, PROIDEA shall apply any and all technical and organizational measures adequate for the level of threat related to the use of Service.
3. The User shall be obliged to observe the prohibition of overuse of the Service, including but not limited to:
  - a. providing content that causes interruptions in the functioning of the Service or an overload thereof, alternatively, of the systems used by entities that participate directly or indirectly in the provision of services via electronic means;
  - b. providing content that may infringe personal rights of third parties, copyright, intellectual property rights, entrepreneurial secrets or those that may in any way infringe the legal governance in force or public decency;
  - c. providing content that contains computer viruses and other malware like: worms, trojan horses, keyloggers or other;
  - d. providing content that causes sending unsolicited by the recipients commercial information (SPAM) or other content forbidden by law
  - e. as well as providing other types of unlawful content.

### **IV. Participation in the Conference**

As Conference Participant

1. Participation in the Conference as the Conference Participant entitles said person to take part in any and all sessions listed in the Agenda as well as to obtain additional benefits, as defined in detail in section IV.2. of the Rules and Regulations.
2. Additionally, each Participant shall be entitled to the following:
  - a. receive one set of conference materials;

b. take part in coffee and lunch breaks organized by PROIDEA on each of the days of the Conference. Catering shall be provided by PROIDEA; c. enter the Conference After-party organized by PROIDEA.

3. Participants shall demonstrate conduct that does not pose a threat to the safety of others, in particular Participants shall comply with the DevOpsDays Rules.

4. 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.

5. Each Participant shall wear a wristband and ID tag in a manner visible to the Organiser throughout the entire duration of DevOpsDays. If a Participant does not have a wristband or ID tag, the Organiser shall have the right to remove him or her from the area where DevOpsDays is held. A Participant may not make its ID tag or wristband available to any other person, and the ticket to DevOpsDays shall be issued to the Participant's name and assigned to a given Participant. While in the area where DevOpsDays is held, each Participant shall carry his or her ticket in paper or electronic form to make it available for inspection by the Organiser.

### **As a Conference Speaker**

1. Registration for participation in the Conference as the Speaker may be done by the User by way of completing and submitting the electronic registration form available through the Service and sending it to PROIDEA. In the Speaker registration form the User shall provide the following data: name and surname, email address, telephone number (optional).

2. PROIDEA shall send a confirmation of receipt of the registration to the email address provided by the User in the registration form.

3. Participation in the Conference as a Conference Speaker depends on the assessment of the submitted material by PROIDEA. Assessment of sent materials and selection of Speakers shall be conducted by the DevOpsDays Program Committee. PROIDEA shall inform the User about the assessment of the materials via email.

4. In case of positive assessment, the Speaker shall be obliged to prepare and send his presentation to the electronic mail address of PROIDEA no later than at 14 days before the start of the Conference.

5. By registering, the User grants PROIDEA the non-exclusive licence for the use of the materials presented to PROIDEA in relation to the participation in the Conference - abstracts both in English and Polish, as well as the Speaker`s presentation delivered during the Conference. The consent also covers the use of the Speaker`s image (‘Rights’). The licence shall cover:

a) in the scope of recording and issuing copies - recording and issuing copies of Rights by way of any technique, including but not limited to printing, reprographic and digital techniques, on any kind of media storage, including but not limited to CDs, solid state storage media as well as uploading and transfer of Rights to memory of teleinformatic systems;

b) within the scope of dissemination - hire, giving for use and marketing the media on which the Rights have been recorded.

c) within the scope of dissemination in the manner other than mentioned in letter b) hereinabove - allowing for use in such manner that anyone may have access to Rights in the place and time chosen by them, displaying, broadcasting and re-broadcasting, both terrestrial and satellite, transfer of Rights as streaming, both live and on-demand.

6. The licence shall be granted subject to obtaining a positive assessment of the application according to section IV.3. hereinabove.

7. Participation in the Conference as Conference Speaker also requires registration as the Conference Participant.

## **V. Registration for participation in the Conference as a Conference Participant**

1. Participation in DevOpsDays shall be subject to registration of a Participant(s). To do so, a User shall correctly fill in the registration form that can be found at the following URL address:

<https://eventory.cc/event/devopsdays-warsaw-2023>

2. Registration begins at 12:00 p.m. on Wednesday, February 8, 2023 and ends at 5:00 p.m. on November 8, 2023.

3. Participation in the Conference as Conference Participant shall be subject to a charge. The cost of the participation is contingent on the time of

registration. Participation costs have been defined in the Price List available via the registration form.

4. Participation in a conference as an attendee with student ticket is paid. The cost of student ticket is lower than the cost of regular ticket, according to the information in registration form.

5. Attendee with a student ticket is entitled an entry to all talks published in Agenda, as well as receiving a student ID and a wristband.

6. Attendee with a student ticket is entitled to participation in coffee breaks as well as lunch breaks on every day of conference; he/she is entitled to take a part in conference contests as well as other activities.

7. During the afterparty the student ticket entitles to entry to the after-party venue.

8. Participation for students will be verified right after the participant registration; the attendee is required to send a scan or picture of a valid student ID. The student ticket is for students who are under the age of 26 at the moment of ticket purchase.

9. The cost defined in section V.3. applies to participation in the Conference by a single person.

10. To the cost defined in section V.3. a relevant amount of goods and services tax (VAT) shall be added, except in the cases when after the registration a User provides PROIDEA, via email to the address: joanna.matusiak@proidea.org.pl with a declaration on financing participation in the Conference from public funds.

11. Payment of the Conference fee may be done in PLN.

12. Registration for participation in the Conference as the Participant may be done by the User by way of completing and submitting the electronic registration form available through the Platform.

13. The User, by choosing the appropriate User registration form, may either register as a natural person or as a legal person.

14. A User shall register other Participants based on their consent. A User registering Participants shall declare that he or she is the controller of the personal data of Participants, who have given their consent to their processing for the purpose of signing up for DevOpsDays.

15. In the User registration form for Participants available on the Platform and the Service, the User shall provide the following data: name and surname and e-mail address of a Participant (please provide a direct and up-to-date e-mail address as the ticket and organisational information related to DevOpsDays will be sent to that e-mail address), telephone number; and optionally also ID name, and other notes, as well as optionally the following details for billing purposes: company name, address, postal code, city/town, optionally: tax identification number (NIP). Company name and tax identification number (NIP) shall be provided for the purposes of obtaining an invoice where the submitted request concerns a company (a legal person, an organisational unit with no legal personality but having legal capacity, a natural person conducting economic activity). In the registration form the User may also provide the discount code (if he received it). If the User, despite having a discount code, fails to provide the code during the registration process, he loses the right to obtain the discount, and the registration process continues according to payment terms mentioned in section V.3.

16. Before the User registration form is submitted, the User shall be obliged to read and acknowledge the contents of the Rules and Regulations and Privacy Policy. By submitting a filled out form and mailing it to PROIDEA, the User presents PROIDEA with an offer to enter into the Agreement for Participation in the Conference.

17. By accepting these Rules consent is given to a free of charge and unlimited in time recording, reproduction, processing and distribution of a Participant's image for promotional and information purposes, recorded in photos and videos taken during DevOpsDays. Consent may be withdrawn by sending a written notice of withdrawal to Proidea's address at ul. Zakopiańska 9, 30-418 Kraków, no later than on the opening date of DevOpsDays.

18. Receipt the offer mentioned in section V.16., PROIDEA confirms by way of sending a message confirming the registration process to the User's email address. With the moment said message is mailed to the User, an Agreement for Participation in the Conference is entered into between the User - or a legal person represented by him - and PROIDEA. Upon sending such notice to the User an agreement on participation in DevOpsDays shall be deemed executed between the Organiser and the User or the entity represented by the User in accordance with section V.14.

19. These Rules provide for the following payment methods:

a. online payment: payment made using online payment systems

(id:platnosci@proidea.org.pl); by payment card. This form of payment shall be

processed by PayPal and PayU SA

b. offline payment: payment by wire transfer.

20. In the case of an offline payment, within 7 days of the day of registration, PROIDEA shall send a pro forma invoice to the email address of the User. Payment for participation in the Conference must be made in a timely manner, to the bank account of PROIDEA, as indicated on the pro forma invoice. Payment may be executed immediately after obtaining PROIDEA's confirmation mentioned in section V.18 into the bank account of PROIDEA identified in the email message sent to the User, or via the internet payment systems.

21. Failure to cover the fee for participation in the Conference shall not be tantamount to resignation from participation and the User, or persons submitted for participation in accordance with section V.18, shall retain the right to participate in the Conference; in case of failure to provide resignation under the conditions defined in Rules and Regulations. PROIDEA shall retain the right to payment. In case when the payment is not provided within the term on the invoice, PROIDEA shall reserve the right to rescind the Agreement for Participation in the Conference without additional calls or setting an additional term of payment.

22. The Organiser may refuse participation in DevOpsDays and the Conference by persons reasonably suspected to have registered for a purpose other than to participate in the Conference or Competitions organised as part of DevOpsDays (in particular to recruit employees). In such an event, registration shall be deemed ineffective and the registration fee shall be refunded.

23. 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 Organiser without incurring any costs and without stating any reason within 14 days from the date of entering into the agreement in accordance with section V.18. A statement of rescission of the agreement shall be made in writing. The User may use the form of the notice enclosed with these Rules (Appendix 2).

24. With reservation to pt. IV.23. A User who has paid for the participation in the event is authorized to resign from participating in the conference until 26.09.2023, and must do so by sending PROIDEA a written request to resign in the form of a registered letter (with the postal office) to PROIDEA's

address or in electronic form to the email address [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl). In the case of the registered letter, the deadline is assumed kept as long as the date of sending was before the aforementioned deadline. In the case of resignation hereby described, PROIDEA will refund the cost of the Conference registration fee. The refund should be obtained by the User within a timeframe of 90 days, and on the basis of the invoice accepted by the User.

### **RESIGNATION FORM**

25. A User who has not paid for his or her participation in the event is authorized to resign from participation no later than 27.10.2023 and must send PROIDEA a written statement of withdrawal to the address [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl).

26. The Organiser shall allow changes to be made in the list of Participants. Information on any change of Participants should be notified to the Organiser not later than 5 days before the commencement of DevOpsDays. 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: [rejestracja@proidea.org.pl](mailto:rejestracja@proidea.org.pl), including the details of the persons concerned.

## **VII. Personal Data**

1. The entity acting as the controller of personal data collected in connection with the participation in DevOpsDays shall be PROIDEA Sp. z o.o. with its registered office at ul. Zakopiańska 9, 30-418 Krakow, holding Tax Identification Number (NIP): 679-308-88-42, Industry Identification Number (REGON): 122769022, entered in the National Court Register under No. 0000448243, which may be contacted at the following e-mail address: [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl)

2. All information regarding data processing is included in the Privacy Policy available on the Website.

## **VIII. Complaints**

1. The User may lodge complaints to the following e-mail address: [biuro@proidea.org.pl](mailto:biuro@proidea.org.pl) or in writing, to the registered address of the Organiser.

2. A complaint concerning the proceedings of DevOpsDays may be submitted within 14 days after the end of DevOpsDays. A complaint shall be deemed to have been lodged on the date of receipt of such complaint by the Organiser.

3. Complaints lodged after the lapse of the period specified in section VIII.2. shall not be recognised.

4. The Organiser shall review any complaints within 14 days after the date of their submission. If the Organiser does not reply to a complaint within the deadline specified above, it shall be deemed that the complaint was granted, i.e. the Organiser considered the User's statement or request as justified.

## IX. Out-of-court dispute resolution

1. Any disputes that may arise between the Organiser and a Participant 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\\_konsumentow](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentow)

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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;

a. social organisations 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));

b. c. Provincial Inspectorates of the Trade Inspection and on the following websites Internet of the Office of Competition and Consumer Protection:

c. [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);

d. [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 Organiser and a Participant who is a consumer

concerning the agreement on participation in DevOpsDays 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. A Participant 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

Organiser. 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. A Participant 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 Organiser and a Participant who is not a consumer shall be resolved by the court competent for the Organiser.

## **X. Final Provisions**

1. The User expresses his consent for delivery of Rules and Regulations in an electronic form in the PDF format.

2. Unless these Rules and Regulations stipulate otherwise, communications between PROIDEA and the User who sent the User or Speaker registration form, shall be executed by electronic means, for the User by means of the email address identified in the Account settings, and for PROIDEA by means of the following email address: [joanna.matusiak@proidea.org.pl](mailto:joanna.matusiak@proidea.org.pl) or another address in the [proidea.org.pl](http://proidea.org.pl) domain.

3. If some of the provisions of these Rules and Regulations are deemed invalid or ineffective by the provisions of the law, the validity or effectiveness of the remaining provisions of these Rules and Regulations 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 and Regulations the closest.

4. Privacy Policy constitutes an integral part of these Rules and Regulations.

5. Current version of Rules and Regulations is published on the Service webpage and delivered, free of charge, to the User at his demand to the email address identified by the User.

6. The Regulations shall come into force on **March 03, 2022**.

7. If due to force majeure, including inability to organize an event due to an epidemiological situation:

a) the event will be moved to another date, the event ticket purchased by the Participant will be automatically transferred and thus the period of possible

resignation from the ticket will be extended (60 days from the new date of the event).

b) the event will take place in a different form than intended, e.g. in a virtual instead of stationary form, the Participant will receive a ticket for a new form of the event, may additionally receive additional compensation in the form of a refund of a part of the amount paid or a discount for the next edition of the event. In addition, in the event that the new form of the event does not suit the Participant, he will have the right to completely resign from the ticket and refund the costs incurred. The refund will be processed within a maximum of 90 days from the end of the event.

c) The event regulations in a new form or new date may be subject to change.

8. PROIDEA reserves the right to amend these Rules and Regulations. The Users shall be informed about each and every amendment of these Rules and Regulations via a message uploaded to the Service, at 14 days before the planned amendment becoming effective. If the User does not consent for the changes in the Rules and Regulations he should inform PROIDEA about that fact within the provided period. Absence of consent for the new text of the Rules and Regulations shall be deemed tantamount to termination of the Agreement mentioned in Article 3841 of the [Polish] Civil Code, and effective upon the expiry of the date provided for expressing the objections to the amendments in Rules and Regulations. Until the expiry of said term the User must observe the existing provisions.