Terms & Conditions of Participation

in 22nd International Long-Term Care Conference

in Toruń on September 18-20, 2019

- These terms & conditions (hereinafter referred to as the Terms & Conditions) establish terms of participation in the 22nd International Long-Term Care Conference (hereinafter referred to as the Event), which shall be held in Toruń, Poland, on September 18-20, 2019.
- 2. An organiser of the Event (hereinafter referred to as the Organiser) is the Foundation "Razem Zmieniamy Świat" ("Together We Change the World") with its registered office in Toruń, 20/26 Żółkiewskiego Street, 87-100 Toruń, Poland, registered in the Register of Entrepreneurs of the National Court Register (KRS) maintained by District Court in Toruń, 7th Commercial Division under the National Court Register (KRS) number: 0000410895, Tax Identification Number (NIP): 8792667214.
- 3. A partner of the Event (hereinafter referred to as the Co-organiser) is Toruńskie Zakłady Materiałów Opatrunkowych Spółka Akcyjna with its registered office in Toruń, 20/26 Żółkiewskiego Street, 87-100 Toruń, Poland, registered in the Register of Entrepreneurs of the National Court Register (KRS) maintained by District Court in Toruń, 7th Commercial Division under the National Court Register (KRS) number: 0000011286, Tax Identification Number (NIP): 879-016-67-90, BDO 000013635, the share capital in the amount of PLN 2,640,000, including the capital in paid of PLN 2,640,000.
- 4. Each natural person who is at least 18 years old and has full capacity to perform acts in law can be a participant of the Event (hereinafter referred to as the Participant).
- 5. In order to take part in the Event:
 - a) on September 9, 2019 at the latest the Participant should be registered in an on-line application handling the Participants' registration process, available at the <u>www.mkod.pl</u> (hereinafter referred to as the Application);
 - b) the Participant should pay a participation fee covering their participation in the Event, as specified in paragraph 7, within 14 days of their registration and on September 9, 2019 at the latest, unless the Participant was exempted from the fee by the Organiser.
- 6. The Participant themselves can register for the Event (according to paragraph 5 (a)) and pay the Event participation fee (according to paragraph 5 (b)) or these action can be performed by a third person. The Participant's registration for the Event (according to paragraph 5 (a)) and the payment of the Event participation fee (according to paragraph 5 (b)) by the third person shall be tantamount to an assurance made by this person that they are entitled to perform the above mentioned acts on behalf of the Participant.
- 7. The fee for the participation in the Event shall be PLN 1,000. The above amount includes VAT.
- 8. The Event participation fee should be paid to the Organiser's bank account in Santander Bank Poland, account No. 62 1090 1506 0000 0001 1858 1174.

- 9. The payment date shall be understood as a date of crediting of the Organiser's bank account.
- 10. The Organiser may, through an individual decision, exempt the Participant from paying the Event participation fee.
- 11. The Organiser shall (by e-mail to an address provided during the registration in the Application) a VAT invoice for the participation fee within 14 days of the Participant's registration and crediting the fee to the Organiser's bank account.
- 12. The Event participation fee includes: the participation in the Event as a listener on September 18,19, and 20, a participation in an opening evening and a banquet on September 18, 2019; a participation in the bonding event on September 19, 2019, meals (banquet on September 18, lunch and dinner on September 19, and lunch on September 20), coffee breaks during the Event, and conference materials. The fee shall not cover the Participant's travel expenses and costs of accommodation; the Participant's travel expenses and costs of accommodation shall be borne by the Participant. The Organiser shall not reimburse the Participant the travel expenses and/or costs of accommodation nor any other costs incurred in relation to their participation in the Event.
- 13. The number of places for the Event Participants is limited. Entries are processed on the first registered, first served basis depending on the Participant's registration (according to paragraph 5 (a)) and payment of the Event participation fee (according to paragraph 5 (b)).
- 14. The Participant can cancel their participation in the Event by sending a message containing a statement of will on cancelling their participation in the Event and a bank account number for reimbursement of the fee to the following e-mail address: <u>fundacja@tzmo.com.pl</u>. When the participation in the Event is cancelled within 7 days before a beginning of the Event at the latest or within 3 days after the Organiser notifies an amendment to these Terms& Conditions, the Event programme and/or dates, the Organiser shall refund the charged Event participation fee of the concerned Participant, reduced by the costs of making that refund. In all other cases the Organiser can refuse to refund the charged Event participation fee of the concerned Participant. The reimbursement shall be made to the bank account notified to the Organiser in the above mentioned e-mail message.
- 15. The planned programme of the Event has been published at www.mkod.pl. The Organiser can amend the Event programme or dates by notification at www.mkod.pl due to substantial and compelling reasons.
- 16. The registration of the Participant participation in the Event (according to paragraph 5 (a)) and payment of the Event participation fee (according to paragraph 5 (b)) shall result in conclusion of an agreement between the Organiser and the concerned Participant on the participation in the Event according to the terms specified in these Terms & Conditions, i.e. the Organiser undertakes to enable the Participant to participate in the Event, and the Participant may participate in the Event under the terms specified in these Terms & Conditions. The above mentioned agreement shall be governed by the Polish law.
- 17. The Organiser and the Co-organisers can take photos, film or record the Event for the purposes of broadcasting or publishing these materials in the mass media (TV, radio, Internet, press) or for

the documentation or marketing purposes of the Organiser, the Co-organiser and other persons indicated by the Organiser or the Co-organiser. The Participant participation in the Event is tantamount to granting a consent by that Participant, without time and/or territorial limitations, to recording, reproducing, distributing (in particular by publishing at web sites) and other use of the Participant's statements, voice and image with regard to the Event, by the Organiser, the Co-organiser or other persons indicated by the Organiser or the Co-organiser.

- 18. The Organiser shall be a controller of the Participants' personal data provided to the Organiser, and therefore, it informs that:
 - a) Personal data shall be processed in accordance with current legislation, and in particular, 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 (General Data Protection Regulation) (hereinafter referred to as GDPR).
 - b) The controller of personal data shall be the Foundation "Razem Zmieniamy Świat" ("Together We Change the World") 20/26 Żółkiewskiego Street, 87-100 Toruń,
 - c) The legal basis for processing of the personal data is Article 6.1 a) of GDPR, i.e., the data subject gave its consent to processing of their personal data for a specific purpose.
 - d) The personal data shall be processed for the following purposes:
 - the Participant's participation in the Event and handling of the said participation;
 - the Participant's participation in long-term care conferences organised by the Organiser in successive years and for handling of that participation (provided the Participant gave their additional consent);
 - the Organiser's marketing activities, and in particular, making available or deliver journals, other publications, commercial information, other marketing information or product samples (provided the Participant gave their additional consent).
 - e) Recipients of the personal data shall be persons employed by the Organiser or the Coorganiser, and other trusted entities cooperating with the Organiser - to the extent necessary to pursue the above processing purposes; the personal data can also be made available to public authorities and other entities authorised under relevant legislation, on their request.
 - f) The personal data shall not be transferred to any third country or international organisation.
 - g) The personal data are stored until the above-mentioned processing objectives are fulfilled.
 - h) The Participant shall be entitled to request from the Organiser an access to their personal data, and, in the cases specified in GDPR, to rectify, transfer, and delete it or to limit its processing.
 - i) The Participant shall be entitled to withdraw their consent at any time, without affecting a conformance with a right to process under the consent before its withdrawal; the consent can be withdrawn, e.g., by sending a message with a statement of withdrawal of their consent to the following e-mail address: fundacja@tzmo.com.pl.
 - j) The Participant shall be entitled to complain to the President of the Personal Data Protection Office when they decide that processing of their data is in breach of GDPR.

- k) Providing of personal data is not a statutory or contractual requirement, and is voluntary; however, when the data is not provided, the above-mentioned processing purposes cannot be fulfilled, i.e.,
 - the Participant cannot participate in the Event;
 - the Participant cannot participate in long-term care conferences organised by the Organiser in successive years;
 - prevents marketing activities of the Organiser addressed to the Participant.
- The Participant's personal data shall not be subject to automated decision-making, including profiling.
- m) For all issues concerning processing of personal data and use of rights associated with personal data processing, you can contact the Data Protection Officer, Mr Jan Stemposz, at the following address: Toruńskie Zakłady Materiałów Opatrunkowych S.A. 20/26 Żółkiewskiego Street, 87-100 Toruń, e-mail address: iod@tzmo.com.pl.
- 19. The Participant shall be obliged to participate in the Event in a manner compliant with the Polish law and good morals, including observance of order regulations and safety rules in force at the Event venue, and relevant instructions of the Organiser.
- 20. The Organiser shall not be held responsible for any damages caused by the Participants, as well as damages that may be suffered by the Participants before, during, and after the Event.
- 21. The Organiser does not provide civil liability insurance for damages caused to third persons for the Participants.
- 22. The Organiser does not provide the Participants with an accidents and medical expenses insurances, in particular, in the event of sudden illness, accident, or consequences of a chronic disease.
- 23. The Organiser recommends to the Participants to conclude individual insurance policies covering risks mentioned in paragraphs 21 and 22.
- 24. The Organiser recommends to the Participants from the European Union and the European Free Trade Association to hold a valid European Health Insurance Card, ensuring they receive basic medical assistance at health care facilities in Poland free of charge. To receive the said card, the Participant should contact a relevant health care administration institution at the country of their residence and follow a valid local procedure.
- 25. These Terms & Conditions shall be governed by the Polish law.
- 26. The Organiser can amend these Terms & Conditions by notification published at www.mkod.pl due to substantial and compelling reasons beyond the Organiser's control.