

**TERMS AND CONDITION FOR WIND FARM OPERATORS FORUM
organised by the PWEA, March 6-7, 2024**

§1

GENERAL

1. The **Wind Farm Operator Forum (Forum)**, that will be held on 6-7 March 2024 in Sopot, is organised by:
 - a. Polish Wind Energy Association with its registered office Szczecin (70-325), al. Wojska Polskiego 187/4-5, registered in the register of associations, other public and professional organisations, foundations and independent public health care institutions of the National Court Register managed by the District Court Szczecin – Centrum in Szczecin, 13th Commercial Division of the National Court Register under KRS number 0000097999, Tax ID No (NIP): 852-227-25-75, Statistical ID No (REGON): 811949676. („**PWEA**”).
 - b. Suracon SP. Z o.o. with registered office in Banino (80-297), ul. Lotnicza 62, KRS No. 0000606388, TAX No. (NIP) PL 9571084271 (“**Suracon**”).
2. These regulations, hereinafter referred to as “the Regulations”, shall specify the terms and conditions for the provision of services by PWEA related to the organisation of the **Forum**, the terms and conditions for the use of these services and the rules for the protection of personal data of **Forum** Attendees.
3. The terms and condition are available, free of charge, at <https://wfof.eu/> in a form enabling its download, recording and printing. The Regulations are also available in the PWEA registered office specified in §1(1) hereof.
4. The official website of the **Forum** is to be found at <https://wfof.eu/> („**Forum Website**”).
5. The following definitions shall apply for the purposes of the Regulations:
 - 5.1. **Attendee** – an individual who registered for the **Forum** or who was registered for the **Forum** by a Registrant;
 - 5.2. **Registrant** – a legal person, an individual conducting business activity or an unincorporated body that concluded an agreement with PWEA pursuant to the terms and conditions laid down herein;
 - 5.3. **Hotel or Forum Centre** – the venue where the **Forum** is held;
 - 5.4. **Registration** – the making of a registration for the **Forum** pursuant to the terms and conditions laid down herein.

§2

CONCLUSION OF AN AGREEMENT

1. The conclusion of an agreement for participation in **Forum** shall require ordering the service by registration at <https://wfof.eu/>
2. The agreement for participation in **Forum** shall be concluded upon accepting the terms and conditions of the agreement by clicking on the REGISTER link at the end of the registration page.
3. Upon registering/concluding the agreement the Registrant:
 - 3.1. accepts the Regulations;
 - 3.2. represents that it has read the documents containing terms and conditions for the conclusion of the agreement and accepts the contents of these documents;
 - 3.3. consents to the processing of personal data by PWEA in the area necessary for proper performance of the Service and consents to the assignment and transfer of such data to other entities in the area and for the purposes necessary for the proper and due performance of the Service;
 - 3.4. represents that it agrees to documenting the meeting by photography and/or video and to publication of the above-mentioned documentation, also including its image, on the PWEA website and in materials printed by PWEA and its commercial partners
 - 3.5. I represent that I do agree to the processing of my personal data by the Polish Wind Energy Association (PWEA) with its registered office in Szczecin (70-325), al. Wojska Polskiego 187/4-5 as personal data controller as well as by its commercial partners for marketing and sales purposes in compliance with applicable laws. I have been advised that the provision of my personal data is voluntary and that I have the right to access my data, correct it, withdraw the consent at any time and have been advised of other rights under the General Data Protection Regulation and the PWEA Privacy Policy.
4. The person making the registration/ordering the service shall be duly authorised to conclude the agreement on behalf of the Registrant; otherwise the person shall be held fully liable for the execution of the concluded agreement.

§3

PROCESSING OF PERSONAL DATA

1. The controller of personal data processed in connection with the organisation of the **Forum** is the Polish Wind Energy Association with its registered office in Szczecin (70-325), al. Wojska Polskiego 187/4-5, registered in the register of associations, other public and professional organisations, foundations and independent public health care institutions of the National Court Register managed by the District Court Szczecin – Centrum in Szczecin, 13th Commercial Division of the National Court Register under KRS number 0000097999, Tax ID No (NIP): 852-227-25-75, Statistical ID No (REGON): 811949676. („**PWEA**”).

2. Personal data of Attendees will be used in accordance with the terms and conditions laid down in Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (EU OJ L 119 of 4 May 2016, p. 1–88, GDPR), the Personal Data Protection Act of 2 May 2018 (consolidated text: Journal of Laws 2018.1000, PDPA), Polish regulations adopted to enable the application of the GDPR, other applicable laws and these Regulations.
3. In the event of publication of photographs from the **Forum** on YouTube or Facebook, PWEA will transfer personal data to a third country (United States of America) on the basis of Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequacy of the protection provided by the EU-U.S. Privacy Shield (“Decision”).
The Decision states that it is allowed to transfer the data to entities in the United States that accepted privacy protection rules — EU-U.S. Privacy Shield framework rules, including supplementary rules, by self-certification and registration on the list of entities that performed EU-U.S. Privacy Shield self-certification. YouTube LLC (formally, the entry has been made by Google LLC — parent company of YouTube LLC; the entry also covers YouTube LLC) and Facebook, Inc are entities registered on the list of EU-U.S. Privacy Shield self-certified entities. The list of entities is available at www.privacyshield.gov.
Information on the personal data processing rules under the EU-U.S. Privacy Shield and applicable safeguards is available at www.privacyshield.gov.
4. Personal data of Attendees will not be subject to automatic processing, including profiling.
5. Personal data provided in the on-line registration will be processed for the purposes and to the extent related to the organisation of the **Forum**.
The basis for personal data processing is Article 6(1)(b) GDPR — the performance of a contract (acceptance of the Regulations and notification of participation in the **Forum** and acceptance by PWEA of the registration and participation fee constitutes execution of a contract). PWEA may also process personal data of Attendees to establish, defend from or pursue claims in connection with the organised **Forum** as well as to promote the **Forum**, for instance by publishing photographs with the Attendees’ image in social media operated by PWEA, for instance Facebook, which constitutes its legitimate interests (Article 6(1)(f) GDPR). In such case personal data will be stored for the period of limitation of claims or criminal deeds.
6. If the Attendee has given the consent referred to in §2(10), personal data will be processed to the extent necessary to pursue the goal(s) the consent was given to until the consent is withdrawn by the Attendee. The basis for personal data processing is Article 6(1)(a) GDPR — voluntary, unambiguous, informed and specific consent of the data subject. Withdrawal of the consent shall not affect the legality of the processing performed on the basis of the consent before the withdrawal thereof.
7. Attendees shall have the right to: (a) access the data, (b) rectify the data, (c) withdraw the consent for data processing. Within the limits established by law the Attendee shall also have the right to object to the processing of his/her data when PWEA is processing the data for purposes stemming from its legitimate interests. The rights referred to in above may be exercised by written specification of the request addressed to PWEA.
8. Attendees shall furthermore have the right to file a complaint against the processing their data by PWEA as the Controller with the President of the Office for Personal Data Protection.

§4

SUBJECT MATTER OF THE AGREEMENT

1. Pursuant to the concluded agreement PWEA commits to enable the Attendee to participate in the **Forum**, whereas the Registrant commits to pay the attendance fee.
2. PWEA shall announce on the **Forum Website** the data concerning the subject, date, venue, agenda and price of the **Forum**.
3. Conditions for participation in the **Forum** include:
 - 3.1 registration for the **Forum** pursuant to the terms and conditions laid down herein;
 - 3.2 the payment of a relevant fee in the amount and within the deadline laid down herein,
4. Registration for the **Forum** shall be made by sending a correctly filled-in registration form by the specified registration deadline.
5. During registration the Registrant shall select the participation package from the packages available in the form – separately for each Attendee.
6. PWEA shall have the right to refuse registration for the **Forum** for convenience. In such case PWEA shall refund the paid registration fee in full. Registration may be refused no later than 3 days before the **Forum** date.
7. Any and all modifications made by a Registrant concerning the order shall be null and void unless made in writing.
8. A Registrant shall be obligated to fill in the order (registration form) correctly and accurately.
9. PWEA shall not be held liable for losses caused by providing incorrect Participant or Registrant data in the order (registration form).
10. A Registrant may replace the registered Attendee free of charge by sending a relevant notice including the personal data of the new Attendee, as required in the order (online registration form), together with a statement signed by the new Attendee, consenting to the processing of personal data, by a registered mail to the PWEA registered office or by email to event@psew.pl before the registration for the **Forum** is closed. Notices filed after the deadline mentioned above or incomplete notices shall be null and void.

§5

PAYMENT TERMS AND CONDITIONS

1. A Registrant shall be obliged to make a payment for participation in the **Forum** within 7 days from the Agreement execution date, i.e. acceptance of the terms and conditions thereof by sending the correctly filled-in registration form, no later than before the start of the **Forum**.
2. A Registrant shall be obliged to pay the **Forum** attendance fee and other consideration stemming from the ordered participation package (i.e. accommodation, catering etc.).
3. A Registrant may benefit from discounts provided that a relevant option is selected in the order/online registration form and all dues are paid within the deadlines specified on the website.
4. Registrations for the **Forum** made after the deadline for payment to be eligible for a discount shall be paid for by a Registrant at a standard rate. Fees are specified on the official PWEA website and in the registration form.
5. All bank charges shall be incurred by the Attendee or Registrant.
6. Upon request of the Attendee or Registrant, or without such request if the Attendee fails to attend the **Forum**, PWEA will issue a VAT invoice to the address specified in the order (registration form) after a fee by virtue of the concluded agreement is paid to PWEA.

§6

RESIGNATION OF ATTENDEE/REGISTRANT

1. A statement of resignation from participation in the **Forum** shall be made in writing and sent to PWEA registered office address or electronically to event@psew.pl. Resignations from participation in the **Forum** no later than 7 days before the specified **Forum** date shall be subject to a refund of the fees paid. Resignations made thereafter shall obligate the Registrant to pay the full price in accordance with the concluded agreement.
2. A Registrant may file resignation from participation in the **Forum** applicable to all Attendees or Attendees specified by the Registrant by name, registered by it for the **Forum**.
3. In case of non-attendance of an Attendee and the absence of a statement of resignation filed within 7 days before the specified **Forum** date, the Registrant shall be obliged to pay the full fee in accordance with the concluded agreement and shall not be entitled to claim a refund of the fee or other dues paid by virtue of the concluded agreement.
4. Provisions of this Section shall apply irrespectively of the reason for cancellation or non-attendance.

§7

PARTICIPATION TERMS AND CONDITIONS, CIVIL LIABILITY

1. Attendees shall be obligated to follow the safety rules, OHS and fire protection regulations applicable on the area of the **Forum** venue.
2. An Attendee and a Registrant shall be held liable for any damages caused during the Attendee's participation in the **Forum**.
3. PWEA, Hotel or any other owner of the venue where the **Forum** is held shall not be held liable for the Attendees' property that might be lost, destroyed or stolen during the **Forum** or the Attendee's stay in connection with the **Forum**.
4. PWEA, Hotel or any other owner of the venue where the **Forum** is held shall not be held liable for any Attendee's losses incurred during or in connection with the **Forum** and caused by Force Majeure or third party action, in particular actions of other Attendees.
5. In the case of any damage to the Attendee's property, the Attendee shall be obliged to immediately notify PWEA thereof.
6. Attendees shall incur any and all travel and accommodation costs related to the **Forum** unless the accommodation costs are included in the fee for the selected participation package.
7. In order to participate in the **Forum**, an Attendee registered by a Registrant must:
 - 7.1. make a written statement confirming the familiarisation with and acceptance of the Regulations upon registration. If an Attendee refuses to accept the Regulations, the registration shall not be completed, and PWEA shall not bear any liability for damages;
 - 7.2. pay the **Forum** attendance fee and other consideration stemming from the ordered participation package (i.e. accommodation, catering etc.),
 - 7.3. fulfillment of the obligations referred to in § 4 sec. 3.3.

§8
COMPLAINTS

1. Any and all Attendees' or Registrants' complaints against PWEA shall be filed in writing by registered mail with confirmation of receipt sent to the PWEA registered office address.
2. The Attendees' or Registrants' complaints may be filed no later than within 7 days from the end day of the **Forum**.
3. No complaints shall be examined after the deadline laid down in Section 8(2) above.

§9
MISCELLANEOUS

1. If the **Forum** is cancelled due to reasons attributable to PWEA, an Attendee or Registrant shall be refunded 100% of the amount paid, or following mutual agreement will be provided with a different **Forum** date.
2. If the **Forum** is cancelled for ill-fated reasons or Force Majeure preventing both holding the **Forum** and cancellation thereof, an Attendee or Registrant shall not be entitled to compensation or refund of any fees incurred to participate in the **Forum**.
3. Any and all disputes that might arise out of conclusion of the agreement shall be settled by a court locally competent for the PWEA registered office.
4. The Polish text of the Regulations shall be binding for settlement of potential disputes.
5. PWEA shall have the right to modify the Regulations at any time. PWEA shall notify all Registrants of each modification to the Regulations by email sent on the addresses provided in the registration form. If a Registrant does not accept the modifications to the regulations, it shall notify PWEA thereof by sending a relevant statement to event@psew.pl. The absence of such a statement shall be deemed full acceptance of the modifications made.
6. Provisions of the Polish law, in particular Civil Code (Journal of Laws of 2020, item 1740, 2320, of 2021, item 1509) shall apply to matters unsettled by the Regulations and the registration form.
7. The Regulations shall become effective on 17 December 2022.