

## Regulations of the Polish Logistics Congress LOGISTICS 2020

### § 1. DEFINITIONS

The following terms used in the Regulations have the following wording:

- 1) **Organiser** – Łukasiewicz Research Network – the Institute of Logistics and Warehousing, address: ul. E. Estkowskiego 6, 61-755 Poznań, registered under no. KRS 0000052866 – 8th Commercial Division of the National Court Register, District Court for Poznań – Nowe Miasto and Wilda in Poznań, REGON (Statistical No.): 00018603, NIP (Tax Identification Number): 777-00-20-410, operating under the Act of 21 February 2019 on the Łukasiewicz Network (Polish Journal of Laws of 2019, item 534);
- 2) **Congress** - the Polish Logistics Congress LOGISTICS 2020;
- 3) **Applicant** – a natural person, legal entity or organisational entity applying for the Participant’s participation in the Congress, charged with costs of the Participant’s participation;
- 4) **Participant** - an adult natural person participating in the Congress;
- 5) **Agreement** – a civil-law agreement on the Participant’s participation in the Congress, concluded between the Parties;
- 6) **Consumer** – an applicant, being a natural person, who concludes an agreement for the participation in the Congress with the Organiser and who is not directly related to the person’s business or professional operations. Falsely representing oneself as a consumer is considered unfair business practice under provisions of the Act of 23 August 2007 on prevention of unfair market practices;
- 7) **Regulations** - the Regulations of the Polish Logistics Congress LOGISTICS 2020;
- 8) **Parties** – the Organiser and the Applicant jointly;
- 9) **Working Days** – days from Monday to Friday, excluding bank holidays.

### § 2. GENERAL PROVISIONS

1. The Łukasiewicz Research Network – the Institute of Logistics and Warehousing is the Organiser of the Polish Logistics Congress LOGISTICS 2020.
2. The Congress will be held on 20-22 May 2020 in Poznań.
3. The Organiser may be contacted through the following channels:
  - 1) postal address: ul. Estkowskiego 6, 61-755 Poznań (additionally marked “Logistics 2020”);
  - 2) phone number: 61 850 48 90;
  - 3) email address: [kongres@ilim.poznan.pl](mailto:kongres@ilim.poznan.pl)
4. The Regulations are setting out the rules governing the organisation and the participation in the Congress.
5. To be allowed to participate in the Congress, the Participant must pay an admission fee and accept the Regulations.
6. The Organiser may allow the Participants and the Applicants to take part in the Congress on individually specified terms.
7. During the organisation and in the course of the Congress, the Organiser is supported by external entities, such as RAINBOW TOURS S.A.

### § 3. AGREEMENT CONCLUSION

1. The Participant’s correct completion and submission of the application form available on website [www.logistics.pl](http://www.logistics.pl) is considered the conclusion of an agreement between the Parties and implies the Applicant’s and the Participant’s acceptance of all obligations resulting from these Regulations.
2. The acceptance of the Regulations is a condition for Agreement conclusion (submission of an application form).
3. The conclusion of the Agreement is binding, and it commits the Applicant to pay the admission fee.

4. The Participant completes the application form mentioned in item 1 on the Applicant's behalf. By completing and submitting the application form, the Participant declares that they are duly authorised to act on behalf and for the Applicant, in particular to conclude the Agreement.
5. If, in accordance with the Regulations, certain specific obligations have been imposed on the Participant, and they apply to the Applicant as well. The Participant's representations mentioned in the Regulations concern the Applicant in the same scope.
6. Within 2 working days, the Participant will be sent an email to the address provided in the application form, confirming all the essential elements of the Agreement, together with a proforma invoice. The email and the proforma invoice will be sent by RAINBOW TOURS S.A. agency serving the Congress Participants on the Organiser's behalf ([kongresy.poznan@r.pl](mailto:kongresy.poznan@r.pl)).
7. The Organiser will not be held liable for disruptions, including interruptions, in the functioning of website [www.logistics.pl](http://www.logistics.pl) caused by force majeure, unlawful act of a third party or the System's incompatibility with the Participant's or Applicant's IT infrastructure.
8. The Organiser will not be held liable for mail server administrators blocking emails sent to the email address provided by the Participant in the application form or for email being removed or blocked by software installed on the Participant's or the Applicant's hardware.

#### **§ 4. TERMS OF PARTICIPATION IN THE CONGRESS**

1. The Applicant is obliged to pay the fee for the Participant's participation in the Congress.
2. The Organiser offers the Participants two Congress participation packages: "Congress Package" and "Congress Plus Package".
3. As part of the "Congress Package", the Participant has the right to:
  - 1) take part in the all of the sessions during the Congress;
  - 2) take part in the LOGISTICS Party on 20 May 2020 in evening hours;
  - 3) enter the exhibition;
  - 4) receive conference materials (sessions on 20 and 21 May 2020);
  - 5) have a snack or a lunch during breaks;
4. As part of the "Congress Plus Package", the Participant has the right to:
  - 1) take part in the Congress on terms specified in the "Congress Package";
  - 2) take part in workshops on 22 May 2020 held at companies' premises and to have a snack during the workshops.
5. Prices of packages are exclusive of accommodation costs described in § 6.
6. The list of (net) prices for participation in the Congress is included in Annex 1 to the Regulations. 23% of VAT should be added to the prices provided in the list.
7. The admission fee can be paid:
  - 1) by bank transfer;
  - 2) by on-line payment
8. If the on-line payment option is selected, the payment should be made immediately (it is not possible to return to the form). In the event of closing the browser, the application form has to be completed once again.
9. Payment of the fee for participation in the Congress must be compliant with the information provided by RAINBOW TOURS S.A. In the email mentioned in § 3 item 6 hereof.
10. If the Applicant pays the admission fee by bank transfer, the fee should be transferred to the bank account kept at Santander Bank, with the following number:  
36 1090 1418 0000 0001 3753 9055. Transfer name should be: "LOGISTICS 2020".
11. The Organiser has the right to refuse the Applicant or the Participant they have indicated to take part in the Congress, if the Applicant fails to make the payment for the participation in the Congress.
12. The Participant consents to receive invoices, invoice duplicates and clearing invoices to the email address provided by the Participant in the application form. In the event of change in the email address, the Participant must inform the Organiser thereof in writing.

13. The Participant consents to receive invoices, invoice duplicates and clearing invoices in a paper form whenever any technical or formal obstacles prevent them from being sent in an electronic form.

#### **§ 5. THE APPLICANT'S RESIGNATION FROM THE PARTICIPATION IN THE CONGRESS AND REPLACEMENT OF PARTICIPANTS**

1. The Applicant has the right to resign from the participation in the Congress on terms specified in the present section.
2. The resignation should be submitted in writing and sent to [kongresy.poznan@r.pl](mailto:kongresy.poznan@r.pl).
3. The email described in item 2 should also include the Applicant's identification data and full names of Participants who were enrolled by the Applicant.
4. In the event of submitting the resignation:
  - 1) by 31 March 2020, the Applicant will be reimbursed the full fee paid for participation in the Congress;
  - 2) from 1 April 2020 to 30 April 2020, the Applicant must pay a handling fee representing 20% of the fee paid for participation in the Congress for each cancelled application;
  - 3) from 1 May 2020, the Applicant is not entitled to a reimbursement of the fee paid for participation in the Congress.
5. If a Participant is unable to take part in the Congress, but a written resignation from participation in the Congress has not been submitted, the Applicant must cover all costs related to the participation in an amount specified in the Agreement.
6. The lack of payment for participation in the Congress is not equal to the resignation from participation in the Congress.
7. The Applicant may replace a Participant with another Participant. The replacement of Participants is possible until 18 May 2020 and it requires sending the details of the new Participant by the Applicant to [kongresy.poznan@r.pl](mailto:kongresy.poznan@r.pl).

#### **§ 6. ACCOMMODATION BOOKING**

1. When completing an application form, a Participant may optionally book accommodation at one of suggested hotels.
2. Accommodation should be booked for the period between 19-22 May 2020. Other reservation dates must be consulted with RAINBOW TOURS S.A. agency. ([kongresy.poznan@r.pl](mailto:kongresy.poznan@r.pl)).
3. The list of accommodation places recommended by the Organiser is included in Annex 2 to the Regulations.
4. Making a full payment of accommodation fee by 30 April 2020 is a condition for accepting the booking.
5. RAINBOW TOURS S.A. will only confirm bookings of entire rooms (not single places in rooms). In the event of booking a double room, it is necessary to provide full names of both Participants that will use the room.
6. In the event of cancellation or shortening of the booking, or reducing the number of rooms (including unused booking):
  - 1) by 30 April 2020 (inclusive), the Applicant will be reimbursed the full amount of fee paid for accommodation;
  - 2) after 30 April 2020, the Applicant will not be reimbursed the fee paid for accommodation.
7. The Organiser and RAINBOW TOURS S.A. do not guarantee the availability of rooms in all of the recommended accommodation places.
8. The Organiser and RAINBOW TOURS S.A. reserve the right to change hotel room prices and to remove a hotel from the list of available hotels.

#### **§ 7. CHANGES IN THE CONGRESS'S ORGANISATION**

1. The Organiser reserves the right to:
  - 1) change the programme of the Congress;

- 2) change the venue of the Congress;
2. The Applicant and the Participant are not entitled to any claims against the Organiser in the event of changes in the Congress's programme, venue, date or in the event of the Congress being cancelled under circumstances listed in item 1.
3. At any time, the Organiser may change the date of the Congress, end the Congress or cancel the Congress due to circumstances representing force majeure.
4. In the event of circumstances described in item 3, the Applicant and the Participant are not entitled to any claims against the Organisers except for a claim for repayment of the fee for participation in the Congress paid by the Applicant in its nominal amount.

#### **§ 8. PROVISIONS CONCERNING APPLICANTS - CONSUMERS**

1. Under the Act of 30 May 2014 on consumer rights (Polish Journal of Laws No. 2019 item 134 as amended), an Applicant-Consumer has the right to withdraw from the Agreement without reason and without having to incur any costs, within 14 days from its conclusion. To respect the term, an Applicant-Consumer should send a statement of withdrawal, the template of which has been included in Annex 3 hereto, to the Organiser.
2. The Organiser will immediately send the confirmation of the statement's receipt to the Applicant's email address provided in the statement.
3. If the withdrawal from the Agreement declared by the Applicant is effective, the Agreement is considered uncompleted and any payments made by the Applicant will be returned within 14 days from the receipt of the withdrawal statement to the bank account indicated in the Applicant-Consumer's statement.
4. An Applicant-Consumer does not have the right to withdraw from the Agreement in its part concerning the hotel booking, under Article 38 item 12 of the Act on Consumer Rights (Polish Journal of Laws of 2019 item 134, as amended).
5. Applicants-Consumers are not bound by the provisions of the Regulations that would be considered clauses prohibited by law according to Article 385<sup>1</sup> - 385<sup>3</sup> of the Act of 23 April 1964 - the Civil Code (Polish Journal of Laws of 2019 item 1145, as amended), or that would violate mandatory legal provisions concerning the conclusion of agreements with a Consumer entered in the register of prohibited contractual clauses kept by the President of the Office of Competition and Consumer Protection.

#### **§ 9. COPYRIGHT**

1. Congress-related materials (e.g. speakers' presentations) given to the Participants become their property upon their release (sending or making them available in another way).
2. The transfer of ownership of a copy of congress-related materials (e.g. speakers' presentations) does not result in the transfer of the Organiser's or third parties' proprietary copyrights to the materials.
3. The content of congress-related materials is protected under the Act of 4 February 1994 on copyright and related rights (Polish Journal of Laws No. 2019 item 1231, as amended).
4. Reproduction or copying of congress-related materials, their publication, distribution trading or making them available in any other form or manner is prohibited.

#### **§ 10. PERSONAL DATA PROTECTION – INFORMATION CONCERNING THE PROCESSING OF PERSONAL DATA**

1. Under Article 13 item 1 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 and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "GDPR", we would like to inform you that your personal data is controlled by the Łukasiewicz Research Network - the Institute of Logistics and Warehousing.
2. You may contact the Data Controller:

- 1) by regular mail sent at the following address: ul. Ewarysta Estkowskiego 6, 61-755 Poznań
  - 2) by phone: 61 850 48 90
  - 3) by email: [office@ilim.poznan.pl](mailto:office@ilim.poznan.pl)
3. We have appointed a data protection officer. It is a person you may contact in matters related to the processing of your personal data and to the use of rights you have in relation thereto. You may contact the officer by email: [iod@ilim.poznan.pl](mailto:iod@ilim.poznan.pl)
4. We will be processing your data with the purpose of:
- 1) concluding and executing the Agreement under Article 6 item 1b of the GDPR, as related to the persons delegated to execute the Agreement and to enrolled Congress Participants, throughout the duration of the Agreement and until the expiry of the time-limit for making claims;
  - 2) organising the Congress in the scope of processing personal data provided in application forms and images of Participants under Article 6 item 1f of the GDPR, where running our business operations is the justified legal purpose;
  - 3) pursuing claims related to the Agreement under Article 6 item 1f of the GDPR, where pursuit of claims and protection against claims until all the proceedings, including enforcement proceedings, are disposed, is the justified legal purpose;
  - 4) archiving documents, including settlement documents, under:
    - a) Article 6 item 1c of the GDPR – in terms of documents the storage period of which is regulated by legal provisions;
    - b) Article 6 item 1f of the GDPR - in terms of data stored as long as it is necessary for the purpose of pursuing claims or defending against claims.
  - 5) for statistical purposes, under Article 6 item 1f of the GDPR, where the possession of information on the statistics of our actions allowing us to streamline our business operations is considered justified legal purpose;
  - 6) sending information concerning the Institute's activity, workshops, training courses, congresses and conferences to the email address under Article 6 item 1a of the GDPR (consent);
  - 7) sending marketing information concerning the Institute's business by email, under Article 6 Item 1a of the GDPR (consent).
5. Your personal data will be stored for a period necessary for meeting the purpose of processing. If your consent is the basis for the processing, you have the right to withdraw it. However, withdrawal of consent will not affect the fact that we had been using your personal data throughout Agreement duration.
6. We may transfer your personal data for reasons related to the Congress to the following recipients:
- 1) entities running business operations related to postal or courier services;
  - 2) entities that allow us to make remote payment transactions;
  - 3) banks, if conducting financial clearings is required;
  - 4) state bodies or other entities authorised by provisions of law;
  - 5) entities supporting us in our operations on our request, particularly providers of external systems supporting our operations, including IT;
  - 6) entities helping us with the organisation of the Congress, such as RAINBOW TOURS S.A., hotels etc.
7. Every person whose data is processed has the right to access their data, correct it, remove it, limit its processing, transfer it, file an objection, withdraw the consent at any time without effect on compliance with the lawfulness of processing that was executed on the basis of the consent before its withdrawal (if the processing is based on the consent), file a complaint to a supervisory body, i.e. the President of the Office for Personal Data Protection.
8. The provision of personal data is necessary for the purpose of concluding the Agreement, clearing business and handling complaints.

9. Personal data will not be processed in an automated manner (including in the form of profiling) in a way that might result in any decisions being made, other legal effects being caused or in any other way that would significantly influence our customers.
10. In the case of data of persons designated to execute the agreement, the controller informs that such data has been obtained from the party which the Agreement has been concluded with. The data may include: first name, surname, telephone number, email address, position, details of the company which the person designated to execute the agreement cooperates with.
11. Participation in the Congress implies the consent for distributing and using the Participant's image recorded on any form of media documenting the course of the Congress. The consent covers the right to distribute and use the Participant's image without territorial or time limitations, with the use of any means serving the distribution of images, in the press, advertising materials, banners and the Internet in particular.

#### **§ 11. FINAL PROVISIONS**

1. Under pain of nullity, without the Organiser's consent, the Applicant cannot:
  - 1) transfer the rights or obligations resulting herefrom to a third party;
  - 2) establish any rights on the rights resulting herefrom.
2. The Agreement is subject to Polish law.
3. Any disputes related to the execution hereof will be settled by a competent common court.
4. The Regulations starts to apply upon their publication on website [www.logistics.pl](http://www.logistics.pl). The Organiser reserves the right to amend the Regulations with the proviso that the amendments start to apply upon their disclosure to the public.

**Annex 1 to the Regulations of the Polish Logistics Congress LOGISTICS 2020** – the list of net prices related to the participation in the Congress

	<b><i>EARLY BIRDS</i></b> <b><i>by 29/02/2020</i></b>	<b><i>REGULAR</i></b> <b><i>by 30/04/2020</i></b>	<b><i>LAST MINUTE</i></b> <b><i>by 01/05/2020</i></b>
<b>Congress</b>	<b>PLN 1,190.00</b>	<b>PLN 1,590.00</b>	<b>PLN 1,890.00</b>
<b>Congress – discount for the second and subsequent person from the same company/institution</b>	<b>PLN 1071.00</b>	<b>PLN 1431.00</b>	<b>PLN 1701.00</b>
<b>Congress Plus</b>	<b>PLN 1,490.00</b>	<b>PLN 1,890.00</b>	<b>PLN 2,190.00</b>

<b>Congress Plus</b> – <i>discount for the second and subsequent person from the same company/institution</i>	<b>PLN 1341.00</b>	<b>PLN 1701.00</b>	<b>PLN 1971.00</b>
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23% of VAT should be added to the prices provided in the list.

**Annex 2 to the Regulations of the Polish Logistics Congress LOGISTICS 2020** – the list of recommended accommodation places.

Hotel/ address	Room price PLN/ night /breakfast included	
	Single room*	Double room*
MERCURE ****	PLN 360	PLN 390
NOVOTEL POZNAŃ CENTRUM ****	PLN 330	PLN 364
HAMPTON by HILTON	PLN 319	PLN 352
IBIS (in the buiding of NOVOTEL, up to the 6th floor)	PLN 289	PLN 310
ALTUS	PLN 265	PLN 310
GAJA ***	PLN 209	PLN 254

The price includes breakfast. The price is VAT inclusive.

**Annex 3 to the Regulations of the Polish Logistics Congress LOGISTICS 2020** – statement of withdrawal from the Agreement template

**STATEMENT OF WITHDRAWAL FROM THE AGREEMENT TEMPLATE**

(Please complete and send us the form only if you wish to withdraw from the Agreement)

**Recipient:**

Łukasiewicz Research Network – Institute of Logistics and Warehousing, address: ul. E. Estkowskiego 6, 61-755 Poznań, phone number: 61 850 48 90, email: kongres@ilim.poznan.pl

**Content of the statement of withdrawal from the agreement:**

“I would like to inform you of my withdrawal from the agreement on the participation in the Polish Logistics Congress LOGISTICS 2020 organised by the Łukasiewicz Research Network – the Institute of Logistics and Warehousing.”

**Agreement conclusion date (application submission date):**

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**Full name of the Applicant:**

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**Address of the Applicant:**

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**Email address of the Applicant:**

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**Number of the bank account to which the payment is to be reimbursed:**

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**Signature of the Applicant:**

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