

# Terms and Conditions of Participation

## §1 Basic Definitions

Whenever the following terms are used in these Terms and Conditions, they shall be understood as follows:

1. Organiser – Yabimo Sp. z o.o., with its registered office in Tarnów, ul. Słoneczna 32/9.
2. Event – Conference The Future of HR in Energy: Shared Challenges and Solutions, taking place on 29 October 2025, in AGH University of Kraków, Poland.
3. Participant – any person taking part in the Event on the basis of prior registration (application form).
4. Service/Provision – enabling the Participant to take part in the Event free of charge.

## §2 General Provisions

The Terms and Conditions of participation in the Event, hereinafter referred to as the "Terms and Conditions," set out the rules of participation in the Event and the use of related services.

## §3 Rules of Participation

1. The Participant of the Event is obliged to:
  - a) read and comply with these Terms and Conditions,
  - b) appoint a contact person responsible for communication with the Organiser,
  - c) comply with applicable laws, principles of social coexistence and not disturb public order,
  - d) comply with generally applicable health and safety regulations, fire protection, sanitary and administrative provisions.
2. Participation in the Event is free of charge for the Participant. Participants may remain on the Event premises only during opening hours designated by the Organiser.
3. The Organiser has the right to refuse entry to, or remove from the Event premises:
  - a) persons visibly under the influence of alcohol, narcotics, psychotropic substances or other substances of similar effect,



- b) persons in possession of weapons or other dangerous items,
- c) persons behaving aggressively, provocatively, or otherwise posing a threat to safety or public order.

#### **§4 Liability**

1. The Organiser shall not be liable for any damage to or loss of movable property brought by the Participant to the Event. The Organiser does not provide protection or supervision over the Participant's property.
2. The Participant shall bear full material liability for any damage caused by them to the property of the Organiser, the owner of the Event venue or other Participants.
3. The Organiser shall not be liable towards the Participant in the event of cancellation or shortening of the Event due to reasons beyond its control, in particular as a result of Force Majeure.
4. The Participant is obliged to immediately notify the Organiser of any destruction or damage to equipment located at the Event venue, or other property, and cover all costs related to the damage caused by their fault.
5. Participants are prohibited from conducting any commercial, canvassing, advertising, promotional, campaigning, or fundraising activities at the Event without the Organiser's prior consent.

#### **§5 Use of Logo, Image and Voice**

1. The Organiser declares, and the Participant agrees, by participating in the Event, that the Event will be recorded in the form of audiovisual recordings and/or photographs, and such works will be used for broadcasting in mass media (television, radio, Internet, press, social media, etc.) or for documentation, promotion and advertising of the Organiser, other persons indicated by the Organiser, as well as the Event itself (commercial use).
2. The Organiser informs that such recording will take place throughout the entire Event venue, unless clearly designated “no recording” zones are established by the Organiser.
3. The Participant authorises the Organiser to use their image, logo and/or voice and statements (if given during discussion panels, lectures or to the camera) and to disseminate them as part of the works mentioned above, for the purposes set out in point 1. The Participant hereby grants a non-exclusive, free-of-charge licence, unlimited in time and territory, for their use by the Organiser and entities authorised by the Organiser, in particular in the following fields of exploitation:
  - recording on any audiovisual medium (video carriers, photosensitive tape, magnetic tape, computer disk, multimedia networks including the Internet),
  - reproduction by any technique,
  - public display, playback, broadcasting and rebroadcasting,
  - rental, lease or lending of carriers on which the image/voice/statements are recorded,



- introduction into computer memory and multimedia networks,
- use on websites and social media (including the Organiser's website).

## **§6 Final Provisions**

1. The Organiser processes the personal data of Participants in accordance with 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 "Regulation 2016/679." The information clause constitutes Annex No. 1 to these Terms and Conditions.
2. The processing of Participants' personal data in the form of their image, in particular through its recording, use and dissemination in the form of photographs or video recordings taken during the Event by Yabimo Sp. z o.o., with its registered office in Tarnów, ul. Słoneczna 32/9, is carried out on the basis of Article 6(1)(f) of Regulation 2016/679, in connection with voluntary consent under Article 81 of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2022, item 2509). The aforementioned consent may be withdrawn at any time. Withdrawal of consent does not affect the lawfulness of processing carried out prior to its withdrawal.

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## **Annexes**

1. Information clause concerning the processing of personal data.
2. Declaration of consent of a natural person for the dissemination of their image.
3. Declaration of consent of an entrepreneur for the use of their logo.

## **INFORMATION CLAUSE REGARDING THE PROCESSING OF PERSONAL DATA OF PARTICIPANTS IN CONNECTION WITH PARTICIPATION IN THE EVENT**

### **"The Future of HR in Energy: Shared Challenges and Solutions"**

Pursuant to Article 13(1) and (2) 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 "GDPR," we inform you that:

1. Data Controller: The Controller of the data provided in connection with registering for participation in the Event "The Future of HR in Energy: Shared Challenges and Solutions", organised by Yabimo Sp. z o.o. (hereinafter the "Event"), is Yabimo Sp. z o.o., with its registered office in Tarnów (address: ul. Słoneczna 32/9, 33-100 Tarnów, Poland). The Controller may be contacted via the contact form on [www.yabimo.com](http://www.yabimo.com), by e-mail at [info@yabimo.com](mailto:info@yabimo.com), or by post at the address of the Controller's registered office indicated above.

2. Data Protection Officer: The contact person for all matters relating to personal data protection and your rights is the Data Protection Officer. The Data Protection Officer can be contacted by e-mail at [info@yabimo.com](mailto:info@yabimo.com) or by post at the Controller's registered office address indicated above, with the note "For the Data Protection Officer."

3. Purposes and legal bases for processing personal data: The Controller processes your personal data for the following purposes:

1) To perform tasks related to the promotion of the Polish economy under the Act of 7 July 2017 on performing tasks in the field of promotion of the Polish economy by Yabimo Sp. z o.o. (consolidated text: Journal of Laws of 2021, item 633, as amended), in particular to respond to submitted enquiries and to continue handling the case, based on Article 6(1)(e) GDPR (processing necessary for the performance of a task carried out in the public interest).

2) To carry out the Event, including registration for the Event, verification of the list of participants, and communication with participants as part of organisational activities before the Event, and provision of selected materials after the Event – the legal basis for processing is the legitimate interest of the Controller, namely the organisation of and communication with participants regarding the Event (Article 6(1)(f) GDPR).

3) To send information regarding the marketing of the Controller's products and services, i.e. information on planned information and promotional events organised by Yabimo Sp. z o.o., and information concerning Yabimo Sp. z o.o.'s support for Polish exporters and investors – the legal basis for processing is Article 6(1)(f) GDPR in connection with the Act of 18 July 2002 on the provision of electronic services.

4) To send a newsletter in the form of an e-bulletin to the indicated e-mail address, if consent has been given – the legal basis for processing is Article 6(1)(f) GDPR in connection with the Act of 18 July 2002 on the provision of electronic services.

5) To promote the Controller on social media in connection with the organisation and course of the Event – the legal basis for processing is Article 6(1)(f) GDPR and consent under Article 81 of the Act of 4 February 1994 on Copyright and Related Rights – participation in the Event constitutes voluntary consent.

6) To compile statistics and reports and to archive for the internal needs of the Controller related to the number of participants of the Event – the legal basis for processing is the necessity of processing for purposes arising from the legitimate interests pursued by the Controller. The legitimate interest of the Controller is the compilation of statistics and reports (Article 6(1)(f) GDPR).

7) For the possible establishment, exercise, or defence of claims related to the organisation of the Event – the legal basis for processing is the necessity of processing for the purposes of the legitimate interests pursued by the Controller. The legitimate interest of the Controller in this case is the possibility of establishing, pursuing, or defending against claims (Article 6(1)(f) GDPR).

8) To fulfil statutory archiving obligations imposed on Yabimo Sp. z o.o. – based on Article 6(1)(c) GDPR in connection with the Act of 14 July 1983 on the national archival resources and archives.

4. Data recipients: The recipients of your personal data are entities to which the Controller entrusts activities requiring the processing of personal data, in particular with respect to electronic mail, hosting, IT, administrative, legal or advisory services. Recipients of your personal data may also include entities or authorities authorised to receive your data, but only in justified cases and on the basis of generally applicable law.

5. Data retention period: Where processing is carried out for the purpose of pursuing or defending against claims, the data will be processed until the expiry of limitation periods in accordance with generally applicable provisions of Polish law. Where the legal basis for processing is the legitimate interest, the data will be processed until an objection is raised. Where the legal basis is consent, the data will be processed until its withdrawal. Withdrawal of consent does not affect the lawfulness of processing carried out before its withdrawal. Data will be retained for as long as required by generally applicable provisions of Polish law, in particular in connection with the Act of 14 July 1983 on the national archival resources and archives.

6. Rights of data subjects: In connection with the processing of personal data, you have the right to: access your data, rectify your data, erase your data, restrict processing, transfer your data, and lodge a complaint with the President of the Personal Data Protection Office. These rights apply in cases and to the extent provided for by generally applicable law, in particular the provisions of the GDPR. In addition, data subjects whose data is processed under Article 6(1)(f) GDPR have the right to object to such processing by the Controller, in accordance with Article 21 GDPR.

7. Requirement/voluntariness of providing data: Providing your personal data is voluntary, however it is necessary to achieve the above-mentioned purposes.



## **DECLARATION OF CONSENT OF A NATURAL PERSON FOR THE DISSEMINATION OF IMAGE**

In connection with participation as a Participant in the Event "The Future of HR in Energy: Shared Challenges and Solutions" on 29 October 2025, I hereby consent to the free recording, use and dissemination of my image / voice / statements by Yabimo Sp. z o.o. for the purposes of informational and promotional activities related to the activities of Yabimo Sp. z o.o., without the need for further approval.

Granting consent means that photographs, films or recordings made during the Event may be placed on the Yabimo Sp. z o.o. website, Yabimo Sp. z o.o. social media profiles, and used in promotional materials. This consent covers all forms of publication, in particular advertising posters, leaflets, printed promotional materials, TV spots, advertisements in newspapers and magazines, and dissemination on the Internet. My image may be used for various forms of electronic image processing, cropping and composition, without the obligation to accept the final product, but not in offensive forms or those generally considered unethical. This consent is not limited in time or territory.

I hereby waive all claims (existing and future), including claims for remuneration, against Yabimo Sp. z o.o., for the use of my image / voice / statements for the purposes specified in this declaration.

I declare that I am of legal age and have full legal capacity, and that I have read the above content and fully understand it.



## **DECLARATION OF CONSENT OF AN ENTREPRENEUR FOR THE USE OF LOGO**

In connection with promotional activities during the Event “The Future of HR in Energy: Shared Challenges and Solutions” on 29 October 2025, I/we hereby consent, on behalf of the entity we represent, to the free use and dissemination of the entrepreneur’s logo by Yabimo Sp. z o.o. for the purposes of informational and promotional activities related to the activities of Yabimo Sp. z o.o., without the need for further approval.

Granting consent means that the logo may be placed on the Yabimo Sp. z o.o. website and on Yabimo Sp. z o.o. social media profiles, including but not limited to Facebook, Twitter, LinkedIn, YouTube, and used in other promotional materials. This consent covers all forms of publication, in particular advertising posters, leaflets, printed promotional materials, TV spots, advertisements in newspapers and magazines, as well as dissemination on the Internet.

This consent is not limited in time or territory.