

TERMS AND CONDITIONS OF THE CONFERENCE

TestWarez 2019

Article 1 DEFINITIONS

Ticket	An electronic document issued by the Organiser after the Participant makes the registration in the Syskonf system and pays the purchase price for the ticket. The Ticket shall authorise the Participant to attend the Conference.
Hotel	The hotel OSSA Congress & SPA in Ossa, address of its website: www http://ossahotel.pl/ .
Conference	The event organised by the Organiser named: TestWarez 2019, the objective of which is to develop the community of individuals engaged in creating and testing software, to be held according to the strict programme.
Materials	Any type of storage media, irrespective of the manner of saving any content thereon, specifically such as learning materials, documents, graphs, videos, animations, presentations, brochures, leaflets on the topic of a lecture / workshop given by the Speaker, which shall be published and presented by the Speaker during his speech at the Conference.
Recording	Audio-visual recording and also photographs taken by the Organiser or any entity engaged by the Organiser during the Conference.
Organiser	The Polish Testing Board (Stowarzyszenie Jakości Systemów Informatycznych) based in Warsaw (00-680) at 16 Poznańska Street, apt. 4, entered in the register of associations, other social organizations, and public healthcare entities maintained the District Court for the capital city of Warsaw in Warsaw, Division XII Commercial of the National Court Register, under the number KRS 0000175199, with the tax identification number (NIP): 5272426649 and the statistical identification number (REGON): 015596805
Participant	A natural person of age who shall purchase the Ticket.
Speaker	A natural person of age who concluded, with the Organiser, a contract for services, of which subject is giving, during the Conference, a lecture or organising workshops during the Conference. Unless otherwise provided in these Terms and Conditions, all the provisions concerning the Participants shall analogously apply to the Speakers.

Article 2 GENERAL PROVISIONS

1. These Terms and Conditions lay down the conditions for participation in the TestWareZ 2019Conference, and also specific rights and obligations of the Organiser, the Participants and the Speakers.
2. The Conference shall be held on 23-25 October 2019 in Ossa, at the Hotel OSSA Congress & SPA; the detailed program Conference is available at the website: <https://2019.testwarez.pl>.
3. The Organiser reserves the right to change the programme of the Conference for reasons beyond its control. In this case the Participant shall not be entitled to claim any damages on this account from the Organiser.
4. The Conference is organised to popularise the knowledge and good practices, and to integrate the environment of individuals engaged in:
 - a. testing and quality of software,
 - b. business / system analysis, including but not limited to, quality assurance processes,
 - c. requirements engineering,
 - d. usability,
 - e. safety,
 - f. automation,
 - g. designing new solutions and services,
 - h. etc.by creating opportunities to exchange experiences and encouraging them to discuss the aforementioned topics.
5. All important information on the Conference and notifications of changes in these Terms and Conditions, if any, shall be published on the Conference websites i.e. 2019.testwarez.pl or on other media channels such as, for instance, the profile on Facebook.

Article 3 CONDITIONS OF PARTICIPATION

1. It shall be possible to attend the Conference as the Participant and as the Speaker.
2. The Participants shall attend the Conference for a fee. The fee for participation in the Conference shall be:
 - 2.1. within the first time limit, i.e. the Tickets are purchased until 17 September 2019,
 - 2.1.1. Variant 1 (conference) 1140 PLN
 - 2.1.2. Variant 2 (conference + workshop) 1845 PLN
 - 2.2. within the second time limit, the Tickets are purchased from 18 September 2019 until closing of the sale of the Tickets scheduled on 9 October 2019,
 - 2.2.1. Variant 1 (conference) 1240 PLN
 - 2.2.2. Variant 2 (conference + workshop) 1945 PLN
 - 2.3. The following discounts on the basic price are provided for:
 - 2.3.1. 100 PLN for the Participant with the ISTQB, IREB or TMMi certificate,
 - 2.3.2. 100 PLN for the Participant being a member of the Organiser.The discounts cannot be combined, i.e. one participant may use only one of the discounts to which he is entitled.

All prices are net.

3. Attendance at the Conference is by the paid Tickets only. The Tickets may be purchased only by way of distribution through the website linked to the Conference website at "Buy tickets". The terms of use of the website: syskonf.pl are set out by its administrator and are available at the address: <https://www.syskonf.pl/regulamin-serwisu>.
4. To purchase the Ticket, the form linked to the "Buy tickets" button should be filled in and sent by clicking "Send" and a pro-forma invoice issued by the ticket sale system should be paid.
5. The number of available Tickets is limited. The Organiser assumes the distribution of only 650 Tickets. The sale of the Tickets is scheduled to commence on 4 September 2019 and continue until 9 October 2019 or earlier if all available tickets are sold out.

Article 4

THE ORGANISER'S SERVICES

1. For the purchase price of the Ticket, the Participant shall receive as follows:
 - 1.1. The Conference Ticket entitles its holder to:
 - 1.1.1. 1 night in a "STANDARD 2" category double-room at the Hotel
 - 1.1.2. meals during the Conference in the form of:
 - 1.1.2.1. coffee breaks
 - 1.1.2.2. lunch buffet - chef's menu
 - 1.1.2.3. breakfast
 - 1.1.3. the possibility to attend all lectures held during the Conference, and also admission to the ceremonial dinner scheduled on 24 October 2019, from 19:30hrs at the Hotel
 - 1.2. The Ticket for the Conference + Workshop entitles its holder to:
 - 1.2.1. 2 nights in a "STANDARD 2" category double-room at the Hotel
 - 1.2.2. meals during the Conference in the form of:
 - 1.2.2.1. coffee breaks
 - 1.2.2.2. 2 lunch buffets - chef's menu
 - 1.2.2.3. 2 breakfasts
 - 1.2.2.4. 1 dinner buffet - chef's menu
 - 1.2.3. the possibility to attend all lectures and workshops held during the Conference, and also admission to the ceremonial dinner scheduled on 24 October 2019, from 19:30hrs at the Hotel
2. The Organiser allows the possibility of providing accommodation in one hotel room for random Participants. However, to ensure the Participants the best possible conditions for staying at the Hotel, until 1 October the Organiser will accept - to its e-mail address: contact@testwarez.pl - any Participants' suggestions on their accommodation at the Hotel.
3. The Organiser does not guarantee, however, that it shall be in position to make reservations of hotel rooms in line with received suggestions.
4. At the extra charge, depending on the day:
 - 4.1. Tuesday, 22 October 2019, in the amount of PLN 600,
 - 4.2. Wednesday 23 October 2019, in the amount of PLN 500,
 - 4.3. Thursday 24 October 2019, in the amount of PLN 400,the Participants may be offered accommodation in a single room. The Organiser indicates, however, that since the number of single rooms is limited, the sequence of received requests will be decisive for accommodation in such room.

5. To book a single room, an enquiry to the Organiser is required by sending an e-mail to the address: contact@testwarez.pl. Should single rooms be available, the Organiser shall inform about it and provide - in a response - details of reservation and a supplementary fee to be made for accommodation in the single room.
6. The Organiser shall not provide:
 - 6.1. attractions other than stipulated in the Conference programme,
 - 6.2. accommodation before and after the Conference,
 - 6.3. transfer to / from the Hotel,
 - 6.4. translations of lectures, workshops and other forms of speeches.

Article 5 RESTRICTIONS AND PROHIBITIONS

1. Consumption of alcohol shall be absolutely prohibited throughout the lectures and workshops covered by the Conference programme.
2. Consumption of alcohol purchased outside the Hotel shall be prohibited in dining rooms at the Hotel. Ordering any catering from third parties to the Hotel shall be prohibited as well.
3. During the Conference, smoking shall also be absolutely prohibited, except for designated places.
4. During the Conference, use of psychoactive substances, including, but not limited to drugs, "legal highs", etc. shall be prohibited.
5. Persons attending the Conference are not allowed to bring any dangerous objects into the Conference area, including specifically weapons or edged weapons and any other dangerous objects, explosives, pyrotechnics or flammable substances.
6. Persons attending the Conference are not allowed to bring, to the Conference, animals or any movables which may pose any risk to the safety of individuals attending the Conference (sharp objects, glass objects, large-size objects, musical instruments, electric appliances, except for PCs, peripherals and mobiles, tools, etc.).
7. During the Conference any activities of any political, commercial or religious character, and also collections or any other activities (e.g. happenings, collecting signatures) shall be prohibited.
8. During the Conference displaying placards, flags, banners or breaking out into loud shouting to disrupt the order and security shall be prohibited. Presenting any content, slogans, etc. irrespective of their form and manner of fixing, which may cause outrage or conflict, including specifically any content derogatory or offensive for any persons, social groups, professionals, nationalities due to their racial origin, gender, religion, political beliefs and opinions, sexual orientation, membership of a social group, sport preferences, etc. shall be prohibited as well.
9. The audio-visual recording of the Conference in whole or in part without the Organiser's consent shall be prohibited.
10. The Organiser or persons acting on its behalf, including specifically security officers, shall be entitled to refuse access to the Conference for holders of the Tickets or ask the Participants to leave the Conference, who shall fail to observe the provisions of the Terms and Conditions.

Article 6 IMAGE

1. The Conference, including lectures and workshops organised as part of it, and specifically speeches of all the Speakers participating in the Conference, shall be recorded by the Organiser or entities engaged by it in the form of photography and audio-visual recordings. As a result of recording, the image and speeches of the Participants and the Speakers shall be fixed and registered.
2. The Organiser or the entity engaged by the Organiser shall be the producer of the Recording.
3. The Organiser shall be entitled to record the image and speeches of the Participants and the Speakers during the Conference. The acceptance of the Terms and Conditions shall be understood at the same time as a waiver of any future claims against the Organiser on account of compensation for using the image, voice and speeches fixed as part of the Recording.
4. The Organiser shall be entitled to gratuitously use and disseminate the image, voice and speeches of the Participants and the Speakers recorded during the Recording.
5. The Organiser's right to use the image referred to in above shall cover the use and dissemination of the image unlimited in time, form and territory and also the use of speeches (including their parts) recorded as part of the Recording.
6. The Organiser's right to use the image and speeches shall cover any use, by the Organiser, of the whole created Recording or its fragments. The scope of this right covers all fields of exploitation known at the moment of publishing these Terms and Conditions, and specifically the following ones:
 - 1) fixing in any form on all carriers (photosensitive tape, magnetic tape, DVDs, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard disc, MP3 or MP4 files) and any technique;
 - 2) published in any form;
 - 3) reproduction by any analogue or digital technique (photosensitive tape, magnetic tape, DVDs, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard disc, MP3 or MP4 files, entering into server memory);
 - 4) public screening;
 - 5) public representation;
 - 6) wireless terrestrial broadcasting by any technique;
 - 7) wired terrestrial broadcasting by any technique;
 - 8) satellite broadcasting by any technique;
 - 9) re-broadcasting by any technique;
 - 10) uploading on the Internet;
 - 11) include in materials related to the Orderer's activities, specifically in marketing and advertising materials;
 - 12) the right to adapt;
 - 13) use in multimedia;
 - 14) making it available to the public so that everybody could have access to the image at time and place individually chosen by them - services at the spectator's request;
 - 15) using the Image for promotional and advertising purposes;
 - 16) using the Image under a merchandising agreement.

Article 7
PERSONAL DATA

1. By accepting the Terms and Conditions the Participant gives his/her consent to have the Participant's personal data provided by him/her while submitting the registration form processed by the Organiser.
2. The controller of the Participant's personal data shall be the Organiser.
3. The Organiser shall process the Participant's personal data only to provide services covered by the scope of these Terms and Conditions, including specifically all services covered by the Conference. With respect to the Participants who gave their consent on separate forms, the Organiser may process their personal data for marketing purposes. The Organiser shall process personal data also to fulfil its legal obligations, including specifically the provisions regulating tax obligations.
4. The Participant's personal data shall be processed according to the provisions of Regulation (UE) 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 Act) (Official Journal of EU. L. of 2016, No. 119, page 1) and according to the provisions of the Personal Data Protection Act dated 10 May 2018 (Journal of Laws of 2018, item 1000).
5. Provision of personal data by the Participant is voluntary. No consent to process the Participant's personal data by the Organiser shall make the participation in the Conference impossible.
6. The Organiser may transmit the Participant's personal data to its subcontractors, and also to entities providing hotel and catering services to provide performances defined in these Terms and Conditions. In this case a service provider which received the Participant's personal data shall become its controller.
7. The Participants' personal data shall be processed for the period of 6 years as of the end of the Conference. With respect to the Participants who gave their consent to have their data processed for marketing purposes, their personal data shall be processed until their consent is withdrawn.
8. Each Participant shall be entitled to:
 - a) have access to the content of personal data and receive copies of his/her data,
 - b) rectify (correct) his/her personal data,
 - c) erase his/her personal data,
 - d) limit the personal data processing,
 - e) transmit the personal data, should it be processed on the basis of a contract or consent. The Organiser shall provide such data to the entity on a relevant carrier or shall transmit data to the indicated entity.
 - f) object against processing his/her personal data,
 - g) withdraw the content at any moment – if the consent was given by a contracting party.

Data may be accessed at the Organiser's registered office. In addition, the Organiser shall make the e-mail address: rodo@sjsi.org available through which it may be contacted with respect to the personal data.

9. Each Participant may file a complaint about processing personal data. The complaint should be filed with the supervisory authority which is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa.
10. The Organiser shall not transmit personal data of the Participants outside the EEA area.
11. The Organiser shall not make automated decisions based on personal data, including profiling.
12. The Organiser shall implement appropriate technical and organisational measures to ensure an adequate level of protection of personal data being processed. In

particular, the Organiser shall protect data from being made available to unauthorised persons, processed with violation of the applicable provisions of law as well as loss or destruction.

Article 8 SPEAKERS

1. As from the moment of publishing and disseminating the Materials by the Speaker during the Conference, the Speaker shall grant the Organiser a non-exclusive licence for using the Materials. Thus, the Organiser shall acquire the right to use the Materials to the extent defined in these Terms and Conditions.
2. Since the granted Licence shall not be territorially limited in any manner whatsoever, the Organiser shall be authorised to use the Materials worldwide. The granted licence shall be perpetual due to which the Speaker shall not be entitled to terminate it.
3. The licence shall be granted for an unlimited period without the possibility of its termination, and its scope shall cover the following fields of exploitation:
 - a) fixation, publication on the Internet, including specifically publication on the Organiser's website registered on the domain: www.sjsi.org or the Organiser's account on the website: <https://www.slideshare.net/> .
4. The Organiser shall not be entitled to grant further sublicenses for the Materials.
5. The Organiser shall be obliged to respect the Speaker's personal copyrights, and specifically the integrity of the content and form of the Materials, subject to the provisions of par. 6.
6. By accepting these Terms and Conditions the Speaker represents that he/she shall be the only author of the Materials and also that when the Materials are published at the Conference, he/she shall be vested with exclusive, full and unlimited property rights and personal copyrights to the Materials.
7. By accepting these Terms and Conditions the Speaker undertakes that the Materials shall constitute the result of his/her author's work and they shall not infringe any rights of third persons, specifically any personal copyrights, economic copyrights or industrial property rights. In addition, the Materials shall not violate good practices, any rights to privacy or image, or any patents, any protection rights granted with respect to the industrial design, utility model or trademark, and also any copyrights, trade secret, rights to recordings, rights from performance or any rights of other third persons. In addition, the Speaker shall warrant that none content included in the Materials shall be indecent, defamatory or would violate in any other manner any legal act in any jurisdiction or would oblige the Organiser to pay, in favour of any third person, any consideration such as damages or compensation.
8. The Materials may not promote or advertise any products or services. The scope of the lecture / workshops and the Materials should cover only substance-related aspects of the subject of a given lecture / workshop and others.
9. The Speaker shall be fully liable for damages to the Organiser for legal defects in the Materials which means that should the Orderer suffer any damage due to the lecture given at the Conference and use of the Materials, the Speaker shall be obliged to redress such damage in whole.

Article 9 COMPLIANTS

1. Any complaints, comments, conclusions concerning the organisation and course of the Conference may be filed with the Organiser in writing or to the electronic address: contact@testwarez.pl.
2. The Organiser undertakes to examine filed complaints within 30 days as of their delivery to the Organiser. A person filing the complaint shall be informed in writing about the result of his/her complaint, or should address for correspondence not be provided, a reply to the complaint shall be provided in the form of an e-mail.

Article 10 WITHDRAWAL FROM THE CONTRACT

1. The Participant who has purchased the Ticket shall be entitled to withdraw from contract concluded with the Organiser without incurring any costs and without providing reasons, within the time limit of 14 days as of the day of concluding the contract, where the date of concluding the contract shall be understood as the date of issuing the Ticket and making it available to the Participant.
2. The declaration on withdrawal from the contract may be made in the form of an e-mail and sent to the address: contact@testwarez.pl, and it may also be made in writing and be sent to the registration address of the Organiser. Should the declaration on withdrawal from the contract be made in writing, it shall be sufficient to send such declaration by registered mail to the Organiser's address.
3. In the case of withdrawing from such contract within the aforementioned time limit, the contract shall not be deemed as having been concluded. Considering this, the Organiser shall - immediately and not later than within 30 days as of receipt of the declaration on withdrawal from the contract - reimburse the Participant for the ticket price paid by it.
4. In the case of withdrawing from the contract, the Ticket issued to the Participant shall become invalid.

Article 11 FINAL PROVISIONS

1. These Terms and Conditions constitute an integral part of the Contract concluded with the Participant and the Speakers.
2. The Organiser reserves the right to interpret these Terms and Conditions and issue additional instructions as well.
3. The Organiser shall not be liable for the Participants' personal or property damage which may arise in connection with the Conference.
4. The Participants shall remain fully responsible for the correctness of data provided by them, specifically their contact data.
5. Any organised promotional activity during the Conference, specifically advertising one's own business and staff recruitment, may be carried out only with the consent of the Organiser.
6. The Participants shall be obliged to observe the provisions of the internal regulations of the Hotel available on the website <http://ossahotel.pl/>.
7. Should any provision of these Terms and Conditions be deemed, on the basis of a final and valid court decision, invalid or ineffective, the remaining provisions of these Terms and Conditions shall remain applicable. Any such invalid / ineffective provision

shall be replaced with the one which shall reflect, in so far as far as possible, the objectives of the provision which was deemed invalid / ineffective.

8. The Participants shall be obliged to obey the instructions of the Organiser's security officers and other security services, of which purpose is to ensure safety.
9. The Participants acknowledge that should the Organiser or persons acting on its behalf determine that a given Participant infringe, by his conduct, the provisions of these Terms and Conditions or the provisions of the universally binding law, the Organiser or persons acting on its behalf may decide to **ask the Participant to leave** the Conference.