

Science: Polish Perspectives (SPP) Meetup Berkeley 2023

Terms and Conditions (T&C)

1. REGULATIONS FOR NOTIFICATION AND REGISTRATION

These regulations apply to the Science: Polish Perspectives Meetup event, which will take place in Berkeley, CA, United States on 28th October, 2023 ("Meetup").

1.1 The Organiser of the Meetup is the Polonium Foundation with its registered office in Warsaw, Plac Bankowy 2, 00-095 Warsaw, NIP 701-058-44-08, KRS 0000621890), in collaboration with The Polish Club of Berkeley and a team of volunteers, hereinafter referred to as the "Organiser".

1.2 The Polonium Foundation cooperates on this event with the entities listed below, which support Polish science and scientists, in the following scope and on dates:

a) **Polish Club of Berkeley**, in terms of organisation/ organisational and marketing scope

hereinafter referred to as "Partner or Partners of the Meetup".

1.3 The provisions of these Regulations are an integral part of the process of applying for participation in the Meetup referred to in section 2 below, i.e. they apply to all persons (hereinafter referred to as "Participants") who have registered for the Meetup.

1.4 The official website of the Meetup can be found on the website of the Polonium Foundation: <https://poloniumfoundation.org/meetup-berkeley-2023>.

For information on social media coverage, please visit our page and the follower's page

on Facebook: <http://bit.ly/meetup-Berkeley>

or on LinkedIn: bit.ly/LinkedIn-meetup-berkeley

1.5 To participate in the Meetup, you must register by completing the appropriate form (hereinafter referred to as "Registration") available on the website

<https://poloniumfoundation.org/meetup-berkeley-2023> before the deadline of 28/10/2023 or until the limit number of the event's participants will be reached, and make a donation of a minimum fee.

1.6 The number of tickets for the Meetup is limited.

1.7 Participants cover their costs of accommodation and travel to participate in the Meetup.

2. ELIGIBILITY

The Meetup is addressed to academics (researchers), doctoral students and students of Polish origin or related to Poland, with experience in conducting scientific research or related to universities and institutes in Poland and abroad - Participants who at the time of the registration are: registered students, PhD students, R&D researchers in academic institutions and the private sector, scientific innovators, other people involved in research activities. The Meetup will focus on fostering relationships between Polish scientists, the Tech World, and business in the San Francisco Bay

Area. The Organisers reserve the priority in the registration for Participants representing the above categories, however others are welcome to join the event as well.

3. AGE OF PARTICIPATION

All Participants must be at least 18 years of age to participate in the Meetup and accompanying events unless otherwise agreed individually with the Organisers in the written form.

4. REGISTRATION

When registering for the Meetup, the Organiser requires a symbolic donation that guarantees the Participant a spot at the Meetup. The donation is only applicable to the part of the event held on October 28th 2023.

4.1 The donation is made exclusively for the Polonium Foundation and allocated for statutory purposes of the Foundation. Meetup Partners do not charge any fees or collect money during the Meetup. The Partners support the Meetup in the organisational scope.

4.2 To ensure participation in the Meetup, it is necessary to register and make a donation of a minimum amount: \$10 for students and a minimum \$40 for non-student participants. More details, as well as registration and deadlines, can be found at <https://poloniumfoundation.org/meetup-berkeley-2023>.

4.3 The Organiser reserves the right to request clarification/confirmation of any information provided by the applicant in the registration form. In this case, the Participant will be notified by e-mail and should clarify/correct the document within 5 working days. Providing accurate information during registration is vital for the safety of all participants, as well as the rules prevailing in the place where the Meetup will take place.

4.3 In exceptional situations, the Organiser reserves the right to cancel the registration if the Participant provides incorrect data or does not correct/complete them.

4.5 The Organiser reserves the right to change the registration dates. In this case, the information will appear on the website <https://poloniumfoundation.org/meetup-berkeley-2023> and the Foundation's social media.

4.6 The Organiser reserves the right to refuse to participate in the Meetup for a valid reason. In this case, the Participant will be informed about it by e-mail and may ask for an individual explanation of such a decision.

4.7 The decision on the positive outcome of the registration will be made immediately after finalising the electronic processing.

5. CANCELLATION POLICY

The Participant may resign from participation in the Meetup at any time. The Participant's resignation from participation in the Meetup should be in writing.

6. MEETUP ENTRY TRANSFER

Entry to the Meetup takes place after a successful registration process and is valid only for the registered Participant. The Organiser reserves the right to check the ID of each Participant to identify and match the person to the registered data. Therefore, it is not possible to transfer your ID or enter accompanying events to another person, unless the Organiser has been informed about it in advance by e-mail and confirmed the change of the Participant. Otherwise each interested person will have to register separately.

7. ALTERATIONS OF THE MEETUP AND EVENT CANCELLATION

7.1 The Organiser reserves the right - in the event of circumstances beyond its control - to change the date and form of the Meetup. In such unlikely circumstances, Participants will be informed immediately. Participants should check all correspondence from the Organiser to the provided contact e-mail address, including the SPAM box.

7.2 In the event of cancellation or postponement of the Meetup for reasons beyond the Organiser's control, the Organiser shall not be liable for any costs incurred by the Participants, such as travel costs, booking costs, non-refundable tickets, etc.

7.3 The Organiser reserves the right to change the program for reasons beyond its control, such as delays in the transport of speakers or cancellations, force majeure, etc. The Organiser will make every effort to postpone or replace speeches, lectures, or presentations as far as possible.

7.4 The Organiser declares that in justified cases - due to the epidemiological situation, the Meetup may be held in a hybrid form (stationary and online) or remotely (online).

8. COMPLAINTS

8.1 Any complaints regarding the Meetup must be submitted by the Participants by registered letter with a signature to the Organiser's address or by e-mail: contact@poloniumfoundation.org.

8.2 Complaints should be submitted no later than three (3) days after the end of the Meetup (in the case of complaints by letter, the date of the postmark is decisive).

8.3 After three (3) days from the end of the Meetup, all complaints will cease to be considered.

9. DATA VALIDITY

All Participants are obliged to provide true and truthful information about themselves in the registration form. Anyone who wilfully breaches this condition may be denied registration and participation in the Meetup.

10. DATA AND INFORMATION PROVIDED TO US

10.1 Speakers declare that:

a. They have intellectual property rights, including the right to share the content presented during the Online Meetup (hereinafter referred to as the Materials);

b. The Materials do not infringe any rights or conflict with the laws of third parties;

c. They enable the Organiser to record and further disseminate the Materials at the Organiser's discretion - in particular by free-of-charge transfer of audio, video, photos, and biographies of the participants of the Meetup;

d. They undertake not to disclose the personal data of the participants of the Meetup unless it is publicly available information (e.g. Promotional Materials) or they have received permission from the Organiser;

10.2 Any other arrangements regarding the scope of the above paragraph must be agreed upon in writing with the Organiser;

10.3 The above provisions also apply to the recording and dissemination of images.

11. IMAGES AND RECORDINGS

11.1 The Participant agrees to broadcast live, record and share materials with his/her participation with other Participants of the Meetup.

11.2 The Participant grants the Organiser and Partners an exclusive, free licence to use the following fields of exploitation without time and territory restrictions:

a. recording by any technique (in any system, format and on any medium), including, among others, in digital form;

b. reproduction by any technique (in any system, format and on any medium), including digital;

c. entering into computer memory, computer networks and/or multimedia databases;

d. Making works and objects of related rights publicly available in such a way that everyone can have access to works and objects of related rights at a place and time of their choice (including by making them available on the Internet, e.g. as part of any websites and any paid or free services).

11.3 The Participant consents to the Organiser creating derivative works (adaptations, arrangements, and other changes to their works) as well as to disposing and using derivative works. The Participant/Participant also allows the Organiser and Meetup Partners to exercise derivative copyright (i.e. permission, thanks to which a given work, the presentation can be adapted to the needs of the Organiser).

11.4 The Participant declares that he or she consents to the use and dissemination by the Organiser of the Partners of the Meetup of his/her image for advertising, promotional and marketing purposes related to the activities of the Organiser and cooperating entities. The registration for participation in the Meetup is tantamount to consenting to the use of the Participant's image on the website of the Organiser and Partners of the Meetup. Consent is tantamount to the fact that photos, videos or recordings made during Meetups, celebrations, trips and other collective gatherings may be posted on the Meetup's website and used in promotional materials and publications in the media.

11.5 This consent is not limited in time or territory and covers all forms of publication, in particular advertising posters, leaflets, printed promotional materials, TV spots, advertising in newspapers and magazines and on the Internet through, among others, websites and profiles on social networks of the Organiser and Partners of the Meetup.

11.6 The Participant hereby waives all (current and future) claims, including for remuneration, for the use of his/her image to the extent specified in point 11.5.

11.7 In case of minors, all the consents mentioned above are given by their legal guardian and they are based on the separate agreements made with the Organiser.

12. PARTICIPANTS' OBLIGATIONS

12.1 Participants are obliged to comply with the regulations in force in the facilities and places where they stay during the Meetup (e.g. health and safety regulations, fire regulations, road regulations, etc.). Participants are obliged to comply with the requests and recommendations of the Organiser and Meetup Partners.

12.2 Participants should behave in a disciplined and courteous manner and treat other Participants, Organisers, Meetup Partners, other people's property and conference facilities with due respect. Abusive language and inappropriate behaviour are prohibited. If a Participant witnesses or experiences abusive or inappropriate language or behaviour, the Organiser asks you to report this fact as soon as possible in person, by private message or via e-mail.

12.3 The participation of minors in the Meetup is possible only with the consent of the Organisers in the written form. In special situations, the Organiser may organise care for minors, e.g. by providing a babysitter (s), this type of support for Participants will be organised individually and depending on the needs reported by the Participants. Moreover:

- a) minors come with guardians,
- b) minors are obliged to strictly follow the instructions of their guardians, otherwise, they must follow the instructions of the Organisers of the Meetup,
- c) it is not possible to come to the Meetup without a guardian.

12.4 Underage Participants are prohibited from smoking, using drugs and consuming alcoholic beverages, including beer and wine, even if they may be present in parts of the Meetup where alcoholic beverages may be served.

12.5 Participants take part in the Meetup and accompanying events at their own risk, and the Organiser and Meetup Partners are not responsible for the safety of Participants. Participants should consider purchasing appropriate personal and travel insurance (e.g. casualty insurance, etc.).

12.6 All Participants are required to respect their own and others' safety.

12.7 Participants are required to take care of their belongings, money and accommodation. Participants are also obliged to take care of the property and equipment of the place where they stay. The Organiser and Partners of the Meetup are not responsible for items left by the Participants during the Meetup.

12.8 Participants (and in the case of underage Participants - their parents or legal guardians) bear full responsibility for any damage caused both in the area where the Meetup and accompanying events take place, and in the place of their accommodation.

12.9 Participants who violate the rules contained in these Regulations may be removed from the Meetup at their own expense or, in the case of a minor, at the expense of their parents (or guardians).

13. DISABILITY AND ASSISTANCE

The Meetup is inclusive to everyone, and the organisers will do their best to accommodate any special needs of Participants. All Participants are required to inform the Organisers of any conditions and restrictions of any kind (e.g. medical, dietary, physical) that will require additional assistance during the Meetup. The Organisers reserve the right not to be able to fulfil special requests safely. In this case, the Participant will be contacted by e-mail and details of their participation will be decided on an individual basis.

14. INTELLECTUAL PROPERTY

14.1 The names, images and logos identifying the Polish Perspectives (SPP) series and specifically the Polish Perspectives (SPP) Meetup Berkeley 2023, as well as the materials and services contained therein, are copyrighted by the Polonium Foundation.

14.2 The name Science: Polish Perspectives, the logo of the Meetup and all materials and graphics related to the Meetup in Berkeley and the series of Meetups in other locations are the property of the Polonium Foundation and are protected by copyright.

14.3 The name of Polonium Network, the logo of the platform and all materials and graphics presented regarding Polonium Network during the Event is the property of the Polonium Foundation and are protected by copyright.

14.4 The name Polonium Mentoring, the logo of the mentoring program and all materials and graphics presented regarding Polonium Mentoring during the Event is the property of the Polonium Foundation and are protected by copyright.

15. PROTECTION OF PERSONAL DATA

About Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, "GDPR"), the Organiser informs that:

15.1 Upon registration, the Participant consents to the processing of his/her personal data by the Organiser as the Controller of this data, on the terms and for the purposes set out in these Regulations.

15.2 The Controller of personal data is:

Polonium Foundation

Pl. Bankowy 2

00-095 Warsaw, Poland

NIP 701-058-44-08

KRS 0000621890

e-mail contact@poloniumfoundation.org

15.3 The Controller has appointed a data protection officer who can be contacted at the following e-mail address: iod@poloniumfoundation.org or the Controller's address.

15.4 The Controller processes the following personal data for the purpose indicated in point 15.5 below:

- name and surname, telephone number, e-mail address, scientific affiliation, academic degree, the image of the Participant (fixed by any technique in any system, format and on any medium, including digital form and reproduction by any technique, in any system, format and medium, including digital), possibly dietary and health requirements.

15.5 Personal data specified in point 15.4 will be processed by the Controller to register for the Science: Polish Perspectives (SPP) Meetup Berkeley 2023 event, including the provision of information and communication regarding the Controller's activities, in particular information and substantive and organisational materials of the Meetup, including marketing and advertising information related to the Meetup. After the Participant expresses a separate consent (which is not the subject of these Regulations), the Organiser may send commercial information to the e-mail address indicated by the Participant during registration to identify him/her, as well as:

- a. under art. 6 sec. 1 lit. b of the general regulation on the protection of personal data of April 27, 2016, will be processed to conclude and implement the contract concluded with the Participant,
- b. under art. 6 sec. 1 lit. c of the general regulation on the protection of personal data of April 27, 2016, personal data will be processed to fulfil the legal obligation related to the issuance and storage of documents and invoices for services provided or ordered by the Controller, the implementation of the Participant's or Controller's after-sales rights, in including for defence against and in connection with the pursuit of claims and the implementation of other legal obligations before state offices.
- c. under art. 6 sec. 1 lit. f of the general regulation on the protection of personal data of April 27, 2016, they will be processed for direct marketing,
- d. based on art. 6 sec. 1 lit. a of the general regulation based on your separate consent - if granted - will be processed to send commercial information.

15.6 Providing data by the Participant is voluntary, however, failure to provide data prevents participation in the Meetup. The Participant/Participants have the right to access their data and correct them. The Participant is obliged to update the data provided during registration immediately after changing these data.

15.7 Personal data will be processed for the duration of the project, promotional activities and related administrative reports, and after this period for the purposes and to the extent required by law or to protect any claims or until the consent is withdrawn.

15.8 The recipients of personal data will also be:

- a. entities providing and supporting the Controller's IT systems to operate the Website and entities providing services related to the Controller's current activity (e.g. accounting);
- b. the entity providing the Typeform server infrastructure based on relevant contracts for entrusting the processing of personal data, more information on the Typeform website: People-Friendly Forms and Surveys
- c. Partners of the Meetup based on relevant data processing entrustment agreements:
 - Polish Club of Berkeley, a Registered Student Organization at the University of California, Berkeley (UC Berkeley).

15.9 Each person, to the extent provided by law, has the right to access their data and rectify, delete or limit processing, the right to object to processing, the right to transfer data, and the right to withdraw consent at any time. Withdrawal of consent does not affect the lawfulness of the processing that was made based on consent before its withdrawal.

15.10 In case of doubts related to the processing of personal data, any person may request information from the Controller. Notwithstanding the foregoing, each person has the right to complain to the supervisory body - the President of the Office for Personal Data Protection.

15.11. The Personal Data Controller uses Google Workspace and Google Drive, which may result in the transfer of your data to a third country (referred to in Article 46, Article 47 or Article 49(1) second subparagraph of the GDPR). The terms of use of the Online Services in the scope of Google Workspace and Google Drive and the obligations regarding the processing and securing of user data and personal data by online services are set out in Google's documentation, including in particular the privacy statement - Privacy Policy - Privacy and Terms - Google;

As part of Google services, data entered into Google Workspace and Google Drive will be processed and stored in a specific geographic location. By the functionality of Google services, in the available administration panel in the "Company Profile", it was indicated that the data is processed within the European Union.

Google, despite having its headquarters outside the EU, is obliged to comply with the provisions of the GDPR due to the provision regarding companies from outside the European Union, directing their services to entities in the European Union.

Within the European Union, Google processes information about the applications used, browser data, location and devices to provide a better and smarter Google service.

An important element is also the profiling that Google uses to specify the user's needs based on his/her data.

Cataloguing the information described above requires Google to adapt its services to the implementation of the GDPR and other principles of data processing security in the EU.

16. FINAL PROVISIONS

16.1. Any disputes that may arise from participation in the Meetup will be settled amicably between the involved parties; in case of inability to reach the agreement they will be adjudicated by the court competent for the seat of the Organiser unless the provisions of generally applicable law provide otherwise.

16.2 Completing the registration form is tantamount to acceptance of these Regulations, as well as respecting the instructions and any other arrangements made between the Participants and the Organisers.

16.3 The Organiser reserves the right to make changes to the Regulations.

16.4 In matters not covered by these Regulations, the provisions of the Civil Code of the Republic of Poland shall apply.

16.5 The Meetup is closed to the public and is not a mass event within the meaning of the Act of 23 March 2009 on the safety of mass events (Journal of Laws 2009 No. 62, item 504).

16.6 These Regulations come into force immediately from the date of their publication on the website <http://www.poloniumfoundation.org>

16.7 The Organisers reserve the right to change the provisions of these Regulations. The changes come into force after seven (7) days from the date of their publication on the website <http://www.poloniumfoundation.org>