

# TERMS & CONDITIONS OF THE SEKTOR 3.0 FESTIVAL

## § 1. General Provisions

1. These Terms and Conditions set forth the rules for participation in the Sektor 3.0 Festival organized by the Information Society Development Foundation.
2. Insofar as they are used in the Terms herein, the following terms shall be understood as follows:

**Administrator** - the Information Society Development Foundation with its registered office at: ul. Kopernika 17, 00-359 Warsaw, entered in the register of associations, other social and professional organizations, foundations and independent public health care facilities of the National Court Register kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under the number KRS : 0000303048, with the tax identification number NIP: 525-242-41-91;

**Application Form** - the form available at <https://crm.sektor3-0.pl/sektor/festiwal-2021-en>, through which Registration takes place;

**Confirmation of Participation** - a message sent by e-mail by the Organizer confirming the possibility of participating in the event in response to the application made during Registration;

**Festival** – a cyclical conference called Sektor 3.0 Festival, intended for representatives of non-governmental organizations and institutions operating in the local environment or on its behalf, with the participation of foreign guests and people interested in innovative solutions, who share a passion for discovering new technologies and sharing knowledge with others;

**Hopin** - an external internet platform where the Festival will be held online; Participants can watch the Festival and interact with each other; Hopin's regulations are available on the website: <https://hopin.com/terms>;

**Organizer** - the Information Society Development Foundation with its registered office at: ul. Kopernika 17, 00-359 Warsaw, entered in the register of associations, other social and professional organizations, foundations and independent public health care facilities of the National Court Register kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under the number KRS : 0000303048, with the tax identification number NIP: 525-242-41-91;

**Partner** - a natural or legal person who, on the basis of separate agreements or arrangements supports the Festival with the Organizer in the media, e.g. as a co-organizer or patron;

**Participant** - an adult natural person registered to participate in the Festival;

**Portal** - website operating at: <https://sektor3-0.pl/>;

**Registration** - the process of submitting a Participant to participate in the Festival via the Application Form available on the Portal;

**Terms and Conditions** - this document, which defines the rules of application and participation in the Festival, as well as the rights and obligations of the Administrator and Participants;

3. Performing Registration is equivalent to submission of a declaration of will to conclude a contract with the Organizer on participation in the Festival, pursuant to

these Terms. Performing Registration also indicates acceptance of the provisions of these Terms and of the rules for participation in the Festival.

4. The above terms written in the plural refer to singular expressions, unless otherwise stated directly in the Terms and Conditions.
5. References to points and letters contained in these Terms and Conditions refer to points and letters in the same paragraph as the reference, unless the reference indicates a different paragraph.

## **§ 2. Registration**

1. Every adult natural person is entitled to Registration, with an emphasis on representatives of the social organization sector, technology companies, including startups, business, universities and the media.
2. Registration takes place by completing and sending the Application Form.
3. After sending the Application Form, the Participant receives a message confirming the Registration. However, this message does not constitute a Confirmation of Participation in the Festival and access to the Hopin platform.
4. Confirmation of Participation along with further organizational information regarding participation in the Festival will be sent by e-mail to the e-mail contact provided in the Application Form within 7-10 days of sending the application in the Form, but not later than 2 days before the beginning of the Festival.
5. The Organizer reserves the right to early closure of Registration in case of exhaustion of the pool of available seats.
6. In the Application Form, the participant must provide a name / individual, and not an institutional e-mail address. An individual e-mail address is a prerequisite to create a Participant's profile on the Hopin platform.

## **§ 3. Rules and forms of participation in the Festival**

1. Participation in the Festival is free of charge.
2. In order to participate in the Festival, prior Registration via the Application Form is required.
3. Access to the Hopin platform, and thus to the full range of functionalities and attractions as part of the Festival, is limited.
4. The decision about which Participants will get access to the Hopin platform will be made on the basis of the order of applications submitted via the Application Form.
5. Participants who register via the Application Form after exceeding the accepted limit of people will be registered on the additional list.
6. Those waiting on the additional list will have access to a limited version of the Festival, which will include a broadcast of selected performances taking place as part of the Festival. Access to the broadcast will be possible via a dedicated website.
7. Each person will be informed by e-mail about the method of access to the Festival and the form of participation, to the address provided in the Application Form during Registration.
8. In the event that the Participant gains access to the full scope of the Festival's functionalities, the Organizer will provide the login details to the Hopin platform in the Confirmation of Participation.

9. If the Participant is included in the additional list, the Organizer will provide an e-mail link to the page created on the Portal, where the Participant will be able to view selected elements of the broadcast.

### **§ 3. Technical Requirements**

1. In the case of Participants using the Hopin platform, in order to receive the Festival's broadcast, it is necessary to have:
  - a. a computer with the installed operating system Windows 7 or newer or macOS Sierra (10.12.6) or newer or a mobile device with the installed operating system Android (Lollipop) version 5.0 or newer or iOS version 9.3.5 or newer, equipped with a screen and speakers that allow to access the Internet;
  - b. Internet access, depending on the selected transmission quality, with a link capacity of at least: 240p 500 kbps 360p 1 Mbps 720p 3 Mbps 1080p 7 Mbps 2K 12 Mbps 4K 22 Mbps;
  - c. the current version of the browser that allows the operation of Flash, JavaScript and "cookies" - the Organizer recommends using the latest available version of Chrome or Firefox;
  - d. it is possible to enter the Hopin platform also via the mobile application.
2. During the Festival's broadcast on the Hopin platform, the organizer will provide the chat and networking function in the form of 1: 1 video meetings and the possibility of participating in selected sessions via video connection. The Participant may contact other Participants via chat via text messages. The use of video is not necessary to use the chat and networking functions. In the event of connecting with the use of video, the Participant agrees to the processing and use of his image and the given name and surname in order to participate in the interactive part of the Festival.
3. In the case of Participants from the additional list using the transmission on a dedicated website, the Organizer does not recommend any additional technical requirements beyond those enabling the free use of the Internet on computers or mobile devices.
4. In order to receive the audio and video transmission from the Festival, the Participant clicks the link, which will be provided by the Organizer via e-mail.

### **§ 4. Processing of Personal Data**

1. Participants' personal data will be processed in connection with the Registration and participation in the Festival, the provision of electronic services on the Portal and for the purposes of direct marketing of own products, pursuing possible claims and statistical purposes. The data is processed in an automated manner.
2. Personal data is processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (general regulation on data protection, hereinafter: GDPR) (Journal of Laws UE L119 /1).

3. Pursuant to Art. 6 sec. 1 lit. a and art. 6 sec. 1 lit. f GDPR, the legal basis for data processing will be the consent of the Participant and the legitimate interest of the Administrator, respectively.
4. Providing Personal Data for the purpose of registration and participation in the Festival it is completely voluntary. Providing Personal Data in the Application Form is a necessary condition to participate in the Festival. Failure to provide Personal Data will result in the inability to participate in the Festival.
5. The Administrator processes or may process the following personal data of the Participant, which the Participant provides voluntarily during the Registration for the Festival:
  - a. first name and last name,
  - b. sex,
  - c. age,
  - d. social media profiles,
  - e. e-mail address,
  - f. phone number,
  - g. image when participating in the interactive part of the Festival.
6. The Administrator undertakes to constantly monitor and periodically verify the period of personal data processing and to delete or anonymize personal data in accordance with the indicated processing period.
7. Personal data will be stored for the period necessary to achieve the above-mentioned purposes.
8. The recipients of personal data are persons authorized by the Administrator to process data as part of the performance of their official duties, entities commissioned to perform activities involving the necessity to process data (processors) in order to comply with the above mentioned duties.
9. Personal data may be made available to entities providing services to the Organizer in connection with the organization and course of the Festival, e.g. entities providing online transmission, i.e. Bridge-East Capital Sp. z o.o., Rubinowa 8, Tyniec Mały, 55-040 Tyniec Mały and Hopin Ltd of Seedcamp Office, 5 Bonhill Street, Shoreditch, London, England, EC2A 4BX.
10. Registration is associated with the acceptance of the Terms and Conditions and the Privacy Policy of the Hopin Platform - read more [in its Privacy Policy](#)).
11. In order to enable the transmission of the Festival and due to the use of IT solutions from service providers that are entities outside the European Union, e.g. from Great Britain or Canada, the Administrator may transfer personal data outside the EEA. The Organizer declares that it uses tools designed to analyze traffic on the Portal, such as Google Analytics and other similar, as well as Google Suite. The data is used only anonymously for purposes related to market and internet traffic research on the Portal, for statistical purposes, in particular to assess the interest in the content posted on the Portal and to improve its content.

## **§ 5. Final Provisions**

1. The Organizer has the right to change the provisions of these Terms in justified cases. Such cases may include, in particular, but not exclusively, the need to adapt the content of the Terms to the current or coming into force provisions of law, or changes in the manner of providing services by the Administrator.

2. The Organizer reserves the right to change the Festival program, i.e. speakers, topics and hours of lectures as well as the date and place of the Festival, if, despite due diligence by the Organizer, the original program of the Festival turns out to be impossible or significantly difficult to implement, e.g. due to the speaker's illness or other events beyond his control.
3. The Organizer reserves the right to cancel the Festival until the end of the Festival.
4. The Organizer will inform participants about any changes to the Terms and Conditions on the Portal's website.
5. The changed form of the Terms and Conditions is valid from the date indicated in the content, but not earlier than the date of its publication.
6. In matters not covered by the Terms and Conditions, the provisions of Polish law shall apply accordingly.
7. The Terms and Conditions are available at <https://sektor3-0.pl/>.
8. The Terms and Conditions shall be in effect from April 1, 2021.