

RULES OF PARTICIPATION IN WEBINARS ORGANISED BY THE ADAM MICKIEWICZ INSTITUTE

The present Rules of Webinars ('**Rules**') constitutes an integral part of all agreements for the use of services and electronic products of the Adam Mickiewicz Institute ('**Agreements**'), concluded between the User making use of a chosen Webinar ('**User**') and the Adam Mickiewicz Institute ('**IAM**'), with its seat at ul. Mokotowska 25, Warsaw.

§ 1 DEFINITIONS

- 1) **Webinar** – an online workshop organised by IAM for the Participants indicated by the User, aimed at providing them with more in-depth knowledge about select IAM activities. The Webinar can be organised and dedicated to one, concrete User, then it is not made available for other User.
- 2) **IAM** – the Adam Mickiewicz Institute, with its seat at ul. Mokotowska 25, 00-560 Warsaw, registered as a cultural institution with the Ministry of Culture and National Heritage, RIK no. 70/2006, NIP: 701-00-10-966, REGON: 14 04 700 71.
- 3) **User** – a natural person concluding an agreement for purposes not directly related to business or professional activity, i.e. consumers within the meaning of the article 22¹ of the Civil Code and other entities which concluded an agreement for using selected electronic products.
- 4) **Participant** – User or persons participating in the Webinar indicated by the User.
- 5) **Websites/Applications** – platform made available by IAM - Zoom Video Communications Inc. for the purposes of conducting and managing the Webinar.
- 6) **GTC** - the General Terms and Conditions of the Contract for a Digital Product relating to the Webinar, as specified on the Website.
- 7) **Act** – the Personal Data Protection Act of 10 May 2018.
- 8) **GDPR** - 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).

§ 2 GENERAL INFORMATION ON THE WEBINARS

1. The webinar will last to 5 hours each day of the two day conference.
2. The number of participants of one Webinar is limited to 500 persons, IAM have the right to refuse participation to a larger number of Participants.
3. The topics and hosts of the webinar is indicated in the description of the concrete webinar.
4. IAM exercises utmost care so that the Webinar is run by competent experts with knowledge of the Webinar's subject matter.
5. IAM declares that utmost care is taken in the preparation of the Webinar, including to ensure that the events are free of legal defects.

§ 3 TECHNICAL CONDITIONS OF WEBINARS

1. Microsoft® Windows 7 users require at least a 1.4 GHz Intel® Pentium® 4 processor or equivalent.
2. Windows 8, 8.1 and Windows 10 (32-bit/64-bit version with 32-bit browser) users require at least a 2 GHz Pentium® 4 processor or equivalent.
3. Windows 7 users require at least 2 GB of RAM (recommended 4 GB).
4. Windows 8, 8.1 and Windows 10 users require at least 4 GB of RAM (recommended 8 GB).
5. Required applications – a web browser, e.g. Microsoft Internet Explorer 10 or higher (32-bit version only), Microsoft Edge, Mozilla Firefox 3 or higher, Google Chrome.
6. Webinar Participants also require the latest version of Adobe® Flash® Player. Ports 1935, 443, and 80 must be open.

§ 4 OBLIGATION AND TERMINATION OF THE WEBINAR PARTICIPATION AGREEMENT

1. The Webinar participation agreement between the Participant and IAM is concluded as soon as the Participant submits the registration form on the website listed in the Webinar announcement.
2. The Participant can submit changes no later than 1 working day before the indicated date of the Webinar by sending a related e-mail.

3. The Participant may opt out of participation in the Webinar at any time before the Webinar begins, by sending a related e-mail.

§ 5 REGISTERING TO THE WEBINAR

1. The Participants register to the Webinar via email and giving such data as: name, surname and email and other data indicated in the registration form. The Participants of the Webinar organized and dedicated to a concrete User are registered by IAM.
2. After registering the Participants will receive the link to the Webinar on the email indicated in the registration form. The link will be active in the date of the Webinar.
3. After registering for the Webinar, Participants have the right to take full part in it, post comments, ask questions via chat during the Webinar.

§ 6 RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Every Participant must read the Rules before registering on the website.
2. Participants agree to use the website in accordance with the law, without infringing the rights and good name of any third parties.
3. IAM may make changes to the Webinar programme and modify the Webinar's technical conditions and parameters for important reasons; such changes will not be a breach of the Webinar participation agreement concluded between the Participant and IAM.
4. To the extent acceptable in view of binding legal regulations, particularly as stipulated by Article 473(2) of the Civil Code, IAM's liability for any consequences arising in connection with the Participants' use of the Webinar shall be excluded, including without limitation any liability for any damages so inflicted, or loss of use, and in particular (without limitation) any damages arising from the defects, faults, failures or malfunctions of the Websites/Applications for causes beyond IAM's control.
5. Furthermore, IAM shall not be liable:
 - 1) if the e-mail address submitted to register for the Webinar is incorrect, rendering participation impossible;
 - 2) if the Participant fails to meet the technical requirements specified in these Rules;
 - 3) if the Participant's devices malfunction, rendering participation in the Webinar impossible;
 - 4) in any cases of force majeure;
 - 5) if the Participant passes on their Webinar registration data to third parties.

§ 7 INTELLECTUAL PROPERTY. LICENCES TO USE THE WEBINAR

1. Participants may not record any elements of the Webinar by any means. IAM may block any violating Participant's access to the Webinar.
2. From the moment of registration for the Webinar, in the manner described in § 2 of these Rules, IAM grants Participants a non-exclusive, non-transferable licence to use the Webinar website — exclusively, however, for personal use. Participants may not reproduce or market any of the Webinar content, share it with any third parties, or grant any further licences.
3. During the Webinar, IAM will record Participants' statements and questions for archival purposes and possible subsequent sharing. By registering for the Webinar, Participants consent to this recording. IAM may remove certain recorded materials if so requested by a Participant.
4. IAM may make questions asked during the Webinar for educational purposes on the www.iam.pl, www.culture.pl and www.digitalcultures.pl websites in a way that prevents the identification of the Participants who asked them.
5. Visual contact with other Participants will not be possible throughout the Webinar.
6. Participants must notify IAM during the Webinar if any information revealed is a trade secret or data protected in some way by the law. If no such notification is received from a given Participant, IAM shall bear no liability to any such Participant or any third party for the use of such information in the manner set out in subsection 2 above.

§ 8 COMPLAINTS

1. Participants may submit complaints on matters regarding the use of the Website by e-mail to marta.modzelewska@kreatywna-europa.eu or in writing to: Adam Mickiewicz Institute, ul. Mokotowska 25, 00-560 Warsaw, Poland. Any complaint must be submitted within 14 days after the occurrence of the problem giving rise to the complaint.
2. A correctly submitted complaint should contain at least the following data:
 - 1) details of the Participant (including their name, surname, postal address, e-mail address, and in the case of entities other than natural persons the name, postal address, and details of a person authorised to deal with matters relating to the complaint).
 - 2) a description of the problem giving rise to the complaint.
3. IAM will consider complaints within 21 days of receipt. IAM will immediately notify the complaining party of the outcome to the address provided in the registration form.
4. Complaints failing to contain the data listed in subsection 2 above or submitted after the time limit specified in subsection 1 will not be considered.

§ 9 PERSONAL DATA

1. IAM is the controller of Participants' personal data according to the provisions of GDPR. IAM processes personal data in accordance with currently binding regulations, viz. GDPR and the Act.
2. Regarding matters of personal data protection, IAM can be contacted via e-mail at odo@iam.pl or at its main office address.
3. Personal data will be processed by IAM for the purposes of:
 - 1) conclusion and performance of the Agreement, including contacts in connection with its implementation, on the basis of Articles 6(1)(b) and 6(1)(f) GDPR, in respect of dedicated persons assigned to performance the Agreement, as well as those representing the parties concluding the agreement, where IAM's legitimate interest consists in the implementation of the agreement — for the duration of the statute of limitations on any claims arising from the Agreement;
 - 2) consideration of any complaints and pursuit of any claims connected with the Agreement, on the basis of Article 6(1)(f) GDPR, where IAM's legitimate interest consists in the possible pursuit of or defence against claims — for the duration of the statute of limitations on any claims arising from the Agreement;
 - 3) documentation archives, viz. in respect of Agreements and accounting documents, on the basis of Article 6(1)(c) GDPR — for the duration established by the legal provisions requiring IAM to store such documents;
 - 4) statistics, pursuant Article 6(1)(f) GDPR, where IAM's legitimate consists in having statistics of its activities available in order to improve such activities— for the duration of the agreement or any other basis for the processing.
 - 5) publicizing and promoting IAM's activities arising from its charter, pursuant to Article 6(1)(f) GDPR, where IAM's legitimate interest consists in the ability to do so — for the duration of IAM's chartered activities or until an objection or withdrawal of consent (where the processing is on the basis of consent).
4. Any person in the database has a right to access the contents of their data, have the data corrected or deleted, to restrict the processing, to transfer their data and to object to processing — in cases specified by GDPR to withdraw their consent at any time without affecting the legality of any processing done on the basis of such consent before such withdrawal (where the processing is on the basis of consent), and to lodge a complaint with the President of the Personal Data Protection Office.
5. Personal data may be transferred to other entities, including without limitation:
 - 1) entities providing postal or courier services;
 - 2) banks, should settlements need to be made;
 - 3) state authorities or other legally authorised entities for the purposes of complying with our obligations (Tax Office, National Labour Inspectorate – PIP, Social Insurance Institution – ZUS);
 - 4) entities providing support services to IAM, particularly suppliers of external IT systems.
6. Providing the data is necessary to conclude Agreements and conduct the Webinar. In other cases providing the data is voluntarily.

7. Personal data will not be processed in an automated manner (including profiling) in such a way that any decisions could be made as a result of automated processing or any other legal effects or significant impact could occur for the Users, Participants or parties to agreements as a result of such processing.
8. If personal data should be received from someone other than the data subject, please be informed that the scope of the processing processed data include a person's name, surname, and e-mail address, and the source of such data is the User who provides the Participant's data and simultaneously agrees to comply with this mandatory disclosure on IAM's behalf with regard to such a Participant.

§ 10 PROVISIONS CONCERNING CONSUMERS

1. For Participants who are consumers, in matters not regulated by these Rules, the Consumer Rights Act of 30 May 2014 shall apply.
2. Consumers shall not be affected by any such provisions of these Rules as might otherwise constitute terms included in the register of contractual clauses prohibited in respect of consumers (abusive clauses), kept by the President of the Office of Competition and Consumer Protection.

§ 11 MISCELLANEOUS

1. Messages and any notifications intended for a Participant may be sent in the form of an electronic message to the e-mail address provided in the registration form.
2. The Participant must notify IAM of any changes of address via e-mail.
3. Any advertising material concerning the Webinar is for information only, whereas the provisions of these Rules are legally binding.
4. For matters not regulated by the present Rules, the provisions of Polish law shall apply, including without limitation the Civil Code.
5. In case of any discrepancies between the provisions of these Rules and the GTC applicable to the Webinar, the GTC shall take priority.
6. These Rules and amendments thereto are available at www.kreatywna-europa.eu and will also be sent out to registered Participants.
7. IAM may amend these Rules. IAM will notify any such amendment as described in subsection 6 above, and the User may terminate the Agreement within 14 days of the date of receipt of the new Rules.
8. The User is obliged to familiarize the Participants with the content of the Rules.
9. These Rules will come into force on the day (DD Month YYYY) of publication on the above mentioned site.