**EVENT TERMS AND CONDITIONS**

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**WEBINAR AND WORKSHOP**

**("Terms and Conditions")**

**§ 1.**

1. These Terms and Conditions set out the rules for participation in an event in the form of a webinar and a workshop called "Pricing for Startups" .
2. To the extent to which the Terms and Conditions determine the principles of participation in the Webinar, Terms and Conditions constitute regulations for the provision of services by electronic means, as referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means.
3. Whenever these Terms and Conditions use the following phrases, capitalized, they shall have the meaning given in the body of this paragraph 3, unless the provisions of the Terms and Conditions clearly provide otherwise:

|  |  |
| --- | --- |
| **Google** | means the company Google Ireland Limited, which, as a partner of the Service Providers, provides the technical possibility to participate in the Workshops by making the Google Campus space available to the Participants; |
| **Movens Advisory** | means Movens Advisory Sp. z o.o. with its registered office in Warsaw, Plac Marszałka Józefa Piłsudskiego 2, 00-073 Warsaw, KRS: 0000866457, NIP: 9512408364, REGON: 36393345e-mail: academy@movenscapital.com |
|  |  |
| **Event Webpage** | means the page including information about the Event available to Participants at: [...] |
| **Registration Platform** | means the website at evenea.pl, which allows registration for the Event and which is operated by EventLabs Sp. z o.o., the owner of the Evenea website; |
| **Webinar Platform** | means the software for accessing the Webinar |
| **Terms and Conditions**  | means hereby Terms and Conditions |
| **GDPR** | means the General Data Protection Regulation of 27 April 2016. (Official Journal of the EU L 2016 No. 119/1). |
|  |  |
| **Participant** | means a natural person participating in the Event or any part thereof; |
| **Services** | means the services provided on the basis of these Terms and Conditions by Service Providers as indicated in §2.2 |
| **Service Providers** | including Movens Advisory; |
| **Contract** | means the contract concluded remotely by the Participant with the Service Providers, with regard to his/her participation in the event and the performance of the Services; |
| **Workshop** | means the part of the Event - an off-line workshop called Pricing for Startups, held at Google Campus, hosted by the Service Providers; |
| **Webinar** | means the part of the Event - meeting and online training under the name Pricing for Startups, which is organised by Service Providers and which will take place using the functionality of the Webinar Platform; |
| **Event** | This means Workshop and Webinar combined; |

**§ 2.**

**General information**

1. The Event Organisers and Service Providers are:
	1. Movens Advisory
2. The Service Providers are responsible for the organisation and execution of the Event in respect of the following Services provided by them directly to the Participants;
	1. Movens Advisory
3. The Service Providers are independently and directly liable to the Participant in respect of the Services they provide.
4. Participation in the Event is possible after prior registration by the Participant using the functionalities of the Registration Platform, according to the principles described in §3 and after acceptance of these Terms and Conditions.
5. Detailed information about the Event - including the Event schedule, timetable, price list and more is provided on the Event Website.

**§ 3.**

**Registration and conclusion of the contract by the Participant**

1. Registration for the Event is possible using the functionality of the Registration Platform, after acceptance of these Terms and Conditions (ticking the checkbox), completion by the Participant of the registration form and provision of the information required therein, including but not limited to :
	1. Name;
	2. Email address;
	3. Telephone no;
	4. Mailing address;
	5. in the case of settlement of participation in the Event on the basis of a VAT invoice, the data necessary to issue such a document.
2. The Participant undertakes to provide true and complete data in the form. In the event of incorrect or incomplete data, the Service Providers reserve the right to refuse the Participant participation in the Event.
3. As part of the registration for the Event, the Participant also selects the scope of participation, i.e. the selection of the part of the Event in which the Participant wishes to participate.
4. After completing the registration form, the Participant shall receive a confirmation of the registration at the e-mail address indicated by the Participant. Upon receipt of the registration confirmation, the Contract between the Service Providers and the Participant regarding participation in the Event and Services, including the agreement for the provision of electronic services, in the case of participation in the Webinar, is concluded.
5. The Participant has the option to consent to the Service Providers' use of his or her email address or telephone number for the purpose of sending commercial information by the Service Providers and for the purpose of direct marketing by means of electronic communication, including telecommunications terminal equipment and automatic calling systems.
6. Participation in the Event is not subject to the consents referred to above, although the Service Providers may make the dispatch of materials relating to the Event (e.g. training materials, a summary of the Event or otherwise) subject to the expression of the said consents by the Participants to the Service Providers.
7. The Event is partly chargeable, i.e. to the extent of participation in the Workshop, the rest of the Services, including access to the Event Website, provided by the Service Providers are free of charge.
8. Access to and participation in the Workshops is possible upon payment by the Participant of a registration fee, the amount of which is determined by the Service Providers within the Event Website.
9. The payment for the Workshops and its service is carried out by electronic means with the help of an external operator. To the extent not covered by these Terms and Conditions, the provisions of the payment operator's regulations shall apply to payment for the Workshop access service.

**§ 4.**

**Participation in the Event**

1. The event consists of two parts - a Webinar and a Workshop.
2. The schedule, timing and progress of the Event are set out in the content of the Event Website.
3. Webinar is an online meeting. Access to the Webinar takes place via the Webinar Platform, the access data for which will be provided by the Service Provider to the Participant's e-mail address provided during registration, in time to participate in the Webinar.
4. The Participant shall not have the right to record the Webinar on his/her own or to make it available to any unauthorised third party. The course of Webinar may be made available to the Participant in the manner adopted by Service Providers, however, pursuant to §3.6, Service Providers may make such making available subject to the Participant's prior consent referred to in §3.6.
5. It is forbidden to pass on to third parties the Webinar participation login and password or other data necessary to take part in the Webinar assigned to Participants.
6. Participants are, during the transmission of the Webinar, prohibited from:
	1. providing of content prohibited by law;
	2. acting in an unlawful manner;
	3. participating in the Webinar in a manner that will cause inconvenience or hinder the transmission of the Webinar to Service Providers or other Participants;
7. Participation in the Workshop is of the nature of the Participant's personal participation. The workshop will be held at Google Campus, Centrum Praskie Koneser, 10 Plac Konesera Street, 03-376 Warsaw.
8. The partner of the Service Providers for the technical organisation of the Workshop, i.e., among other things, the provision of the venue, the sound system and any other technical means required for the Workshop, is Google.
9. In the course of participating in the Workshop, the participant is obliged to behave in accordance with the requirements of the rules of social coexistence and generally accepted social norms and in accordance with the requirements specified by Google for being at Google for Startups Campus .
10. The Service Providers reserve the right to record the image and voice of the Participants during the Event, including both their image during the Webinar broadcast and during their personal participation in the Workshop, through recording, taking photographs and other methods of recording. The image thus captured will be able to be used by Service Providers in promotional and marketing materials, including, for example, by providing online and social media coverage of the Event, newsletters and other forms of communication. The Service Providers undertake to use the Participants' image in such a way that it does not harm their personal rights.
11. In the event that the Participant violates the Terms and Conditions in the course of or during the organisation of the Event, the Service Providers shall have the right to terminate the Agreement with immediate effect, which will result in the Participant being excluded from further participation in the Event.

**§ 5.**

**Technical requirements and complaints**

1. Participation in the Webinar requires the Participant to have a computer or other electronic device which allows access to the Internet and which meets the technical requirements of the Eventory Platform.
2. During the Webinar, there may be brief interruptions in the transmission of video or audio due to circumstances beyond the Service Providers' control, including the way the Platform operates.
3. Any complaints regarding the manner in which the Services are provided, including the transmission of the Webinar, Participants may submit to the Service Provider – eventory.cc.
4. A Participant making a complaint about the provision of the Services is required to provide his/her contact details and describe the circumstances giving rise to the complaint.
5. The Service Provider will consider complaints within 30 days of receipt, providing a response on how the complaint has been handled to the Participant's email address.

**§ 6.**

**Withdrawal from the Agreement**

1. A Participant who is a consumer, as defined in Article 221 of the Civil Code, has the right to withdraw from the Contract.
2. The Participant may withdraw from the Agreement within 14 days of the date of conclusion of the Agreement, as defined in §3.4.
3. The Participant may withdraw from the Contract by submitting to the Service Provider – Movens Advisory a statement of withdrawal from the Contract - sending it before the expiry of the period indicated in paragraph 2 to the Service Provider's registered office address or e-mail address: academy@movenscapital.com. Sending the declaration before the expiry of the deadline is sufficient to meet the deadline.
4. In order to withdraw, the Participant may use the withdrawal form attached to these Terms and Conditions.
5. Withdrawal from the Contract has effect in relation to the Contract as a whole, i.e. to the extent and in relation to all Service Providers. In the event of an effective withdrawal from the Contract, the Contract shall be deemed not to have been concluded and, if the Workshop has been paid for, the Service Providers shall be obliged to refund the payment to the Participant.
6. The right of withdrawal from a contract concluded at a distance does not apply to Participants who are consumers in respect of contracts:
	1. for the provision of Services, if the Service Provider has performed the Service in full with the express consent of the Participant, who has been informed prior to the performance that he/she will lose the right to withdraw from the contract after the Service Provider has performed the service,
	2. the supply of digital content which is not recorded on a tangible medium, if the performance has begun with the express consent of the Participant before the expiry of the withdrawal period and after the Service Provider has informed the Participant of the loss of the right of withdrawal.

**§ 7.**

**Personal Data**

1. The independent and autonomous controllers of Participants' personal data within the meaning of the GDPR obtained during the registration process for the Event and in the course of the Event (e.g. Participants' image) are:
	1. Movens Advisory;

(collectively as "**Data Controllers**", each separately as "**Data Controller**").

1. Personal Data will be processed by the Data Controllers for the purposes of providing the Services set out in the body of the Terms and Conditions and for the other purposes set out in this paragraph "Personal Data".
2. For all matters relating to the processing of personal data, Participants may contact the Data Controllers at the addresses indicated:
	1. for Movens Advisory - e-mail academy@movenscapital.com;
3. The Data Controllers have also appointed Data Protection Officers who can be contacted by Participants as follows:
	1. for Movens Advisory – academy@movenscapital.com
4. Participants' personal data will be processed by the Data Controllers for the following purposes and on the following legal bases:
	1. in the case of the Data Controller, Movens Advisory, for the purpose of:
		1. the performance by Movens Advisory of the Services provided by it and covered by the Terms and Conditions - the legal basis is the necessity of the processing of the data for the purpose of entering into and performing the Agreement covered by the Terms and Conditions - i.e. Article 6 (1) (b) GDPR;
		2. to carry out marketing of Movens Advisory's products or services, to collect feedback on the quality of the Services - the legal basis is the fulfilment of Movens Advisory's legitimate interest in marketing the Services - i.e. Article 6 (1) (f) GDPR;
		3. the assertion and defence of claims and other administrative and accounting service purposes - the legal basis is the fulfilment of Movens Advisory's legitimate interest, which is expressed in the necessity to provide technical support for the execution of the Contract and post-implementation activities, - i.e. Article 6 (1) (f) GDPR;
5. The detailed scopes and modalities of the Data Controllers’ processing of personal data are set out in their privacy policies, available at:
	1. for Movens Advisory – movenscapital.com;
6. Data Controllers will also process personal data for the purposes indicated in paragraph 5 using third parties who will carry out data processing activities on their behalf and who will be recipients of personal data provided to them by the Controllers for this purpose, including:
	1. technology providers - such as e.g. the owner of the Registration Platform, the owner of the Webinar Platform, hosting providers;
	2. entities supporting the Event - such as marketing agencies, entities providing expertise and know-how, speakers, experts - e.g. Movens Venture Capital 1 Sp. z o.o.;
	3. entities providing accounting and administrative services - postal service providers, insurers.
7. Participants' personal data will also be entrusted to the Service Providers' partner Google for the technical organisation of the Workshop and to ensure that Participants are able to stay on the Google Campus. At the same time, we point out that Google may, in the course of the Workshops, become an independent controller of personal data for its own purposes. The principles and manner of processing of personal data by Google are set out in the privacy policy available at: https://policies.google.com/?hl=pl.
8. Personal data will not be transferred to third countries or international organisations.
9. Personal data will be processed for the duration of the Services covered by the Terms and Conditions and, to the extent that personal data is processed on the basis of a legitimate interest of the controller, until that interest ceases.
10. Participants are entitled to:
	1. The right to access and receive a copy of your data;

Data subjects have the right to know what personal data belonging to them is being processed by the Data Controllers, as well as to receive copies of such data.

* 1. The right to rectification (amendment) of your data;

Persons whose data is processed have the right to request that the Data Controllers rectify their personal data that is inaccurate or request that it be completed.

* 1. the right to withdraw consent;

Persons whose data are processed on the basis of their consent to the processing of personal data may withdraw their consent at any time, which will result in no further processing.

* 1. the right to erasure;

Persons whose data are processed have the right to request the Administrator to delete their personal data. The Data Controllers, despite the request made by a particular person, may continue to process his/her data if the obligation to further process the data results from specific legal provisions or the processing of the data by the Data Controllers is necessary for the establishment, investigation or defence of claims.

* 1. The right to request the restriction of data processing;

Data subjects have the right to request, the restriction of the processing of their personal data only to the storage of their personal data or the performance of agreed actions with them, if:

- in the opinion of the person whose data is being processed, the Data Controller has incorrect data about them;

- the Data Controller processes them unjustifiably but the person requests a restriction of processing instead of erasure;

- the Data Controller no longer needs the personal data for the purposes of the processing, but they are needed by the data subject to establish, assert or defend a claim.

* 1. The right to object to the processing:

Data subjects have the right to object to processing for direct marketing purposes.

* 1. the right to data portability:

Data subjects have the right to receive personal data from the Data Controller in a file saved in a reproducible format, in a structured, commonly used machine-readable format (e.g. "csv" format).

* 1. the right to lodge a complaint with a supervisory authority

Data subjects have the right to lodge a complaint with the national supervisory authority established for the protection of personal data - the President of the Office for Personal Data Protection.

1. The rights listed in this paragraph 11 above may be subject to limitations if specific laws prescribe or permit further processing of personal data by the Data Controller.

**§ 8.**

**Final provisions**

1. The Terms and Conditions are available on the Event Website at: movenscapital.com.
2. The Service Provider, while respecting the acquired rights of Participants, reserves the right to amend these Terms and Conditions to the extent permitted by mandatory provisions of law for important reasons, including those arising from the need to adapt the provisions of the Terms and Conditions to current legislation, important technical reasons, the introduction of new functionalities, changes to the way in which existing functionalities function.
3. Whenever a change referred to in paragraph 1 takes place, it will be announced on the Website and communicated to the Participants by e-mail in good time before the change takes place.
4. If participants do not agree to the changes to the Terms and Conditions, they have the right to declare their resignation and withdraw from the Agreement, at the latest by the time the changes to the Terms and Conditions come into force.
5. With regard to the Services provided on the basis of these Terms and Conditions, Polish law shall apply; in the event of disputes arising under these Terms and Conditions, the general rules of jurisdiction shall apply.
6. The Participant may use the out-of-court dispute resolution option electronically through the European Union ODR online platform, which can be found at: https://ec.europa.eu/consumers/odr/.

Annex 1

Place, date

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.............................................

.............................................

Name of consumer(s)

Address of consumer(s)

Name and address of the Service Provider

**Statement**

**of withdrawal from a contract**

I/We (\*)..................................... hereby give notice(\*) of my/our(\*) withdrawal from the Agreement for the provision of event participation services concluded on ............

..........................................

Signature of consumer(s)

(\*delete as appropriate)