

REGULATIONS OF PARTICIPATION IN THE CONFERENCE AND GALA "EMYA 2018"

1. These regulations define the principles of participation and payment for the CONFERENCE AND Gala "EMYA 2018", which will be held in Warsaw on 9-12 May 2018 (hereinafter referred to as "the Event").
2. The Event is a one-off event.
3. The Event is organised by the National Institute for Museums and Public Collections with its registered office in Warsaw, at 7 Goraszewska St., 02-910 Warsaw, tax ID No. NIP 526-22-62-956, stats No. REGON 012091660, listed at No. 32/92 in the RIK register kept by the Minister of Culture and National Heritage (hereinafter referred to as "the Organiser").
4. The Event's partner is POLIN Museum of the History of Polish Jews (hereinafter referred to as "the Partner") with its registered office in Warsaw, at 6 Anielewiczka St., 00-157 Warsaw, listed at No. 89/2014 in the RIK register of cultural institutions kept by the Minister of Culture and National Heritage, tax ID No. 525-234-77-28, stats No. REGON 140313762.
5. The programme of the Event is available at: www.emya2018.eu.
6. Participants need to register for the Event by filling out an application form (hereinafter referred to as "the Form"), which is available on the Event's website: www.emya2018.eu.
7. During the registration process the participant:
 - 1) is informed about the fact that the Partner is the Personal Data administrator;
 - 2) is informed that their personal data will be processed for the purpose of Event organisation that involves the participant's use of the online reservation system, including the preparation and execution of ticket sales;
 - 3) gives their consent to the processing of their personal data as referred to in the Law on Personal Data Protection of 29 August 1997 for the purpose of Event organisation that involves the participant's use of the online reservation system, including the preparation and execution of ticket sales;
 - 4) gives their consent to the sharing of their personal data with the recipients within the meaning of Article 7, item 6 of the Law on Personal Data Protection of 29 August 1997;
 - 5) accepts the provisions of these regulations;
 - 6) has been informed that the Event will be recorded by audio and video equipment and that their recorded image may be used for promotion and marketing purposes related to the Event by the Organiser, the Partner and the European Museum Forum;
8. Cookies may be used during the registration process to record the participant's preferences, but they will not be used to identify the participant. During the registration process, the following data are among those automatically recorded: the user's computer IP address, domain name, browser type, operating system as well as data of each visit. The data are collected for statistical purposes by the Partner.
9. Upon completion of the registration process, the Partner shall send an electronic confirmation of making a reservation together with the registration number.
10. Participation in the event is voluntary and subject to a fee. The fees are as follows:
 - 1) EUR 360.00 if the registration and payment is made between 1 December 2017 and 31 January 2018;

- 2) EUR 380.00 if the registration and payment is made between 1 February 2017 and 31 March 2018;
- 3) EUR 400.00 if the registration and payment is made between 1 April 2018 and 1 May 2018.

The prices are stated in gross amounts and include the VAT tax.

- 4) The payment for participation in the Event should be made by bank transfer to the Partner's account indicated in the e-mail that the participant receives upon successful registration for the Event.
 - 5) In the transfer comment field, participants should state: EMYA 2018, their first and last name and the reservation number.
 - 6) If the payment is not made in full the participants is obliged to make up for the difference according to the price applicable to the date they made their last payment.
 - 7) After the registration fee has been recorded, the participants will receive an e-mailed payment confirmation.
11. The day the fee paid reaches the bank account of the Partner is considered as a day of payment. The date is considered as kept in case that the money reaches the bank account of the Partner in the course of 3 days from the dates, respectively: 31 January 2018, 31 March 2018, 1 May 2018. In that case, prior registration fee is applied. The Partner may require the receipt of the bank transfer.
 12. The Partner envisages the possibility of extending the participant registration deadline. Information on extending the deadline and payment conditions will be published on the website www.emya2018.eu.
 13. All the updates on the Event will be available at the website www.emya2018.eu.
 14. The registration fee covers:
 - 1) participation in the Event in accordance with the programme;
 - 2) refreshments during the breaks in accordance with the programme;
 - 3) lunch in accordance with the programme;
 - 4) the evening program.
 15. The registration fee does not cover transport or accommodation for participants of the Event.
 16. An individual with full legal capacity aged 18 years or over, who meets all the participation conditions stipulated in these regulations may become a participant of the Event.
 17. To take part in the Event, participants must register and make the registration payment within 14 calendar days from receiving the registration confirmation to the given e-mail address. Lack of payment for the participation in the Event within the dates provided by the Organisers shall be understood as resignation from participation. In such a case, neither the Organiser nor the Partner shall bear any responsibility towards the individual or institution that failed to make the payment in the designated time.
 18. The participant is obliged to provide all necessary data in the Form.
 19. The number of participant places for the Event is limited. Qualifications for the Event are conducted on a first come first serve basis. After the places run out, there will be no possibility to register for and, consequently, take part in the Event.
 20. The participant has the right to resign from taking part in the Event.
 21. The participant has the right to receive a refund of:
 - 1) 50% of the payment if the participant's resignation comes 29 (inclusive) calendar days before the scheduled Event;

22. All the cost incurred by reimbursing the Participant with the registration fee are to be held by the Participant and shall be deducted from the registration fee paid, to which the Participant gives his irrevocable consent. The cost includes: bank provisions, the sum of 50 EUR for the flat cost of the service included in the reimbursement of the registration fee that have been incurred by the Partner. The Participant retains no right to apply for the reimbursement of the cost incurred.
23. If the Event is not held for reasons attributable to the Partner or the Organiser, the participant shall receive a full refund of their payment.
24. If the Event is not held due to force majeure, which shall be understood as unpredictable situations or events that are exceptional in nature, including in particular natural disasters such as flood, hurricane, snowstorm, gale, tornado, exceptionally strong and long-lasting downpour or exceptional and external events that cannot be prevented, including in particular war, martial law restrictions, uprising, revolution or unrest, the participant shall not be eligible to compensation or reimbursement of the registration fees by the Partner.
25. Any reimbursements of the settled payments shall be made upon the completion of the Event.
26. The Partner shall not bear any responsibility for any technical problems not attributable to the Partner, including those caused by third persons (including in particular telecommunications operators as well as telecommunications network and electricity providers). This also includes damage caused by computer viruses and other malicious software.
27. The Partner reserves the right to hold a short technical break in the operation of the www.emya2018.eu website. The Partner reserves the right to temporarily shut down the www.emya2018.eu website in order to repair, expand, modify or carry out maintenance work on its equipment or software, without prior notice to the participant.
28. The Partner shall bear no responsibility for any loss of income by the participant or third parties due to the said breaks or interruptions.
29. The Partner shall be the participant's personal data administrator, pursuant to the Law on Personal Data Protection of 29 August 1997.
30. The Partner shall process the participant's personal data with the participant's consent expressed by accepting a relevant provision.
31. The provision of personal data by the participant is voluntary, but necessary to take part in the event and make the registration payment.
32. The participant has the right to complement, update, amend, request cessation of processing or removal of their personal data processed by the Partner if they are incomplete, outdated, incorrect or have been collected by the Partner in breach of the Law on Personal Data Protection, or are no longer needed to achieve the goal for which they have been collected.
33. The participant may at any time resign from receiving marketing information.
34. All notifications related to the participant's personal data shall be sent to the Partner's address.
35. The Partner may commission the processing of the participant's personal data or other data referred to in these regulations, based on a written agreement concluded pursuant to Article 31 of the Law on Personal Data Protection, to entities that carry out on behalf of the Partner services of hosting, administration, maintenance and management of the www.emya2018.eu website, as well as message optimisation and campaign management

services, including the National Institute for Museums and Public Collections with its registered office in Warsaw and the European Museum Forum.

36. Being the personal data administrator, the Partner shall use technical and organisational means that are necessary to protect the data in accordance with the Law on Personal Data Protection, and in particular protects the participants' personal data from access by unauthorised parties, loss or damage.
37. The Partner is entitled to unilaterally amend the regulations in the case of (a) force majeure, (b) changes to the current legislation related to the provision of electronic services or off-premises transactions, (c) changes to the Event's programme offer, provided that the amendments to the regulations are aimed to align them with the changed conditions. The Partner shall each time notify the participant of amendments made to the regulations in the form of announcement sent to the e-mail address provided by the participant to the Partner. The participants shall be bound by the provisions of the new regulations unless they send a termination notice within seven (7) days from the date of notification about the amendments to the regulations.
38. In matters not regulated by these regulations, the provisions of the Civil Code shall apply.
39. Any disputes that may arise from participation in the Event and during the application of these regulations shall be settled by courts with jurisdiction over the Partner's seat.
40. These regulations enter into force as of the date of publication.