

## Terms and Conditions of Services of ENERGY INDUSTRY MIXER EDITION II (“Terms and Conditions”)

### § 1 General provisions and definitions

1. These Terms and Conditions establish the standards for provision of services to the clients of BGC Group Sp. z ograniczoną odpowiedzialnością Sp. k., ul. Ks. Piotra Wawrzyniaka 6, NIP (taxpayer identification number): 8992681839, REGON (national business register number): 021094068, KRS (national court register number): 0000339717.
2. The expressions used Terms and Conditions hold meaning as follows:
  - **Organiser** – BGC Group Sp. z ograniczoną odpowiedzialnością Sp. k., ul. Ks. Piotra Wawrzyniaka 6, NIP (taxpayer identification number): 8992681839, REGON (national business register number): 021094068, KRS (national court register number): 0000339717.
  - **Website** – the website available at [www.energymixer.eu](http://www.energymixer.eu) operated by the Organiser, which includes information about the Event, Prices, and Terms and Conditions,
  - **Event** – Energy Industry Mixer – digital edition, dedicated to industrial companies representing various industries, primarily power engineering, automation, and industry 4.0, which will be held on Tuesday, 08 June 2021.
  - **Services** – the following services provided by the Organiser in scope of the Event:
    - **Virtual Conference** –online conference opening the Event involving appearances of representatives of the Event’s Organisers, national, regional, and local public authorities, leading (Polish and foreign) industrial groups, and power and electrical engineering sectors,
    - **B2B meetings (so-called rotating rooms)** – the Participants of virtual meetings held in rotating rooms (online) will have the opportunity to talk to representatives of industrial companies, experts and institutions representing the power engineering industry, and experts in automation and industry 4.0. There will be 10 companies and 1 moderator in every room. One meeting session will take 20 minutes in total where each company will have 2 minutes for introduction. When the given meeting session is over,

the Participants will “move” to the next room according to their “personalised” plan. Before the event, all Participants will receive their own plans with specification of individual meetings, which will be generated by our innovative B2BSmartMixer® software. The number of companies in individual virtual rooms and the duration of the meetings are subject to change depending on organisational requirements.

- **1to1 meetings** – the virtual meetings (online) will be attended by official representations of companies operating in the power engineering sector, experts in automation and industry 4.0, and industrial companies. The 1to1 meeting sessions will take 20 minutes. Before the event, all Participants will receive their own plans with specification of individual meetings. The Organiser reserves the right to changes in the 1to1 meetings as determined by logistic and organisational requirements. If all of the meetings planned for the given day of the Event cannot be carried out, certain meetings will be moved to a different date after the Event to be established by the Organiser. The Organiser is not responsible for absence of Users who confirmed their attendance.
- **Virtual Online Discussion Panels (so-called focus rooms)** – virtual discussion panels involving representatives of the event’s Organisers, industrial companies, and institutions.
- **Recordings** – digital version of the presentations and recordings from the Conference. The user obtains access to recordings via the website or by e-mail.
- The Company may also offer other products and services upon consent expressed by the Client.
- **Participant** – natural person (including Consumer), legal entity, or organisational entity without legal personality but granted legal capacity by law, who concluded the Agreement with the Organiser via the Website in accordance with the provisions of the Terms and Conditions or was registered by the Applicant for participation in the Event.
- **Applicant** – legal entity or organisational entity without legal personality but granted legal capacity by law, which concluded the Agreement with the Organiser via the Website in accordance with the provisions of the Terms and Conditions and registered the Participant for participation in the Event.

- **Consumer** – natural person cooperating with the Organiser in legal action not associated directly with the Consumer’s business or professional activity.
  - **Terms and Conditions** – these terms and conditions covering the services provided through the Website.
  - **Parties** – Participant/Applicant and Organiser.
  - **Agreement** – agreement of participation in the Event concluded appropriately between the User and the Organiser or the Applicant and the Organiser.
  - **User** – anyone using the Website and participating in the Event, including the Participant and the Applicant.
  - **Form** – registration form available on the Website used in the Registration process,
  - **Registration** – action involving provision of data, including personal data, required to create an Account and gain access to the Events,
  - **Account** – individual User Account created through registration,
  - **Payment** – the action made by the Participant or Applicant based on payment of the Price due to the Organiser in accordance with the Agreement.
  - **Price** – the money due to the Organiser in accordance with the Agreement concluded between the Parties.
  - **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.
3. The information available on the Website does not constitute an offer pursuant to art. 66 of the Civil Code. The Participant or Applicant submitting the Firm through the Website places an offer and concludes the Agreement for the selected Event under the terms specified in the information on the Event on the Website. Conclusion of the Agreement is conditioned by acknowledgement and approval of these Terms and Conditions.
4. Use of the Website requires a device with Internet access and the current version of one of the following Internet browsers: Internet Explorer, Chrome, Firefox, Opera, Safari. For proper operation of the Website, the User’s computer or device should have “cookie” support turned on.

5. The Organiser does not provide the aforementioned technological conditions. The User incurs all costs associated with provision of the technological conditions discussed in the previous sentence (specifically the costs of Internet access).
6. The user undertakes to refrain from any activity infringing upon the intellectual copyrights of the Organiser.
7. The User undertakes to refrain from providing illegal content in any form.
8. The User should refrain from any activity potentially impeding or disrupting the operations of the Website. The User hereby acknowledges that any action attempting to destabilise the Website may be considered as criminal activity pursuant to the Code of Criminal Procedure.
9. The types and range of Services are specified in section 2. The User obtains access to a specific Service in scope of the Event in accordance with the agreement concluded with the Organiser and upon making the Payment.

## **§ 2 Participation and information on the Event**

1. The following conditions determine participation in the Event:
  - notification of participation by the User or Applicant by filling out and submitting the Form available on the Website to the Organiser no later than on the date of 21.05.2021 (notification details are available on the Website);
  - making the Payment.
2. The Agreement covering participation in the Event is concludes upon submission of the filled out Form by the User or Applicant to the Organiser with one of the following measures:
  - a) by e-mail to the following address: [info@energymixer.eu](mailto:info@energymixer.eu)
  - b) by the registration form available in the following languages: PL, IT, EN on the Website at <https://energymixer.eu/en/>
3. The User and the Applicant undertake to enter true and complete data during the Registration process and to promptly inform the Organiser of any changes in the contact information required for invoicing and invoice delivery and of any changes to the e-mail addresses under the penalty of having documents or electronic messages sent to outdated addresses being considered as delivered effectively.
4. By filling out the Form and submitting it to the Organiser, the User and the Applicant declare as follows:

- the data entered in the Form is complete and true;
  - acknowledgement of the content of the Terms and Conditions and approval of their provisions.
5. If required, the Organiser shall call the User or Applicant to correct or complete the data via an appropriate request sent to the e-mail address entered in the registration process and establish a deadline required for this action, minimum 1 business day.
  6. Upon submission of the Form filled out on the Website to the Organiser, the User automatically receives an Account based on the data entered in the form by the User or the Applicant.
  7. The User or the Applicant receives confirmation of successful Registration for the Event to the e-mail address provided by the User or the Applicant.
  8. Access to the Service is opened upon proper Registration and Payment.
  9. The User or the Applicant receives a link from the Organiser opening access to the given Service in scope of the Event in the application specified by the Organiser with a personal password or specification of the data determining access to the given service as provided by the controller. The User and the Applicant are prohibited from sharing the link and password with unauthorised third parties and are held liable towards the Organiser and other Users/Applicants for damage resulting from unauthorised third party access.
  10. Users are prohibited from recording the content and progress of the Event in any way. If this obligation is breached, the Organiser may block the user's access to the Service or file a lawsuit.
  11. During certain Services, the users may have visual contact with other users, may share information, and may conduct discussions.
  12. The User undertakes to participate in the Event in accordance with the provisions of the law and to refrain from infringing upon the rights and reputations of third parties.
  13. The Organiser may make changes to the plan of the Event, modify the technical conditions and parameters for legitimate reasons, of which the Users and Applicants will be informed and which does not constitute amendment or violation of the Agreement concluded between the Parties.
  14. The user is prohibited from copying and/or distributing the content provided in scope of the Event or sharing it with third parties in any other form.
  15. The Applicant undertakes to inform the Users applied for the Event of the required acknowledgement and obedience of these Terms and Conditions.

### **§ 3 Payments**

1. The ticket prices for individual packages with specifications of other charges will be published on the website [www.energymixer.eu](http://www.energymixer.eu) and in the registration form.
2. The Organiser is authorised to grant numerous discounts to individual companies, Institutions, and Public Entities, make exceptions in scope of the provisions of these Terms and Conditions, etc.
3. Due to the limited openings, registrations are accepted in order of application. Companies, which reported their participation by the date of 30.04.2021, will have priority, unless the Organiser decides otherwise for specific cases.
4. The number of openings to participate in the Event is limited. If the number is exceeded, the Organiser is authorised to close the registration process before the date of 21 May 2021.
5. The payer (invoice addressee) is the entity concluding the Agreement with the Organiser.
6. The User or the Applicant being party to the Agreement concluded with the Organiser undertakes to pay the Price discussed in section 1 above no later than 7 days before the Event by transfer in EUR or PLN to one of the accounts of the Organiser provided by e-mail following completion of the registration process.
7. The User or the Applicant expresses consent to having invoices, duplicate invoices, and corrective invoices to the e-mail address providing in the Form. In the event of changes to the e-mail address discussed in the previous sentence, the User or the Applicant undertakes to inform the Organiser of this fact in a message sent to the e-mail address of the Organiser.
8. The User or the Applicant can receive invoices in traditional format. For this purpose, the Organiser should be appropriately by e-mail.
9. The Organiser is authorised to refuse access to the Event to a User who fails to make the Payment.
10. If participation is not cancelled and the User or the Applicant does not attend the Event, the User or the Applicant undertakes to cover full costs of participation as established in the Agreement.
11. Failure to make the payment for participation in the Event is equivalent to cancellation of said participation.

12. The Organiser shall issue the VAT invoice after the Payment is made.

#### **§ 4 Withdrawal from the Agreement**

1. A Party to the Agreement concluded with the Organiser, which is:
  - a Consumer or
  - a natural person concluding the agreement in direct relation to the operated business activity as the content of said agreement dictates that it does not hold the professional nature resulting specifically from Saud business activity for said person pursuant to the provisions on the Central Register and Information on Business Activity
    - is entitled to withdraw from the Agreement within 14 days of its conclusion with reservation of section 8 below.
2. The right of withdrawal discussed in section 1 above is entitled without specification of any reason and at no cost.
3. The right to withdraw from the Agreement does not apply when the provision of the paid service commences before expiration of the 14 days providing for withdrawal from the Agreement or if the Service is completed before the expiration of the aforementioned 14 days.
4. In order to withdraw from the Agreement, the individual discussed in section 1 files a statement on withdrawing from the Agreement. Preservation of the deadline for withdrawal from the Agreement requires submission of a statement in scope of withdrawal from the Agreement prior to expiration of said deadline.
5. The statement on withdrawal from the Agreement is to be sent in electronic format to the Organiser's address of [info@energymixer.eu](mailto:info@energymixer.eu) or in writing to the following correspondence address: ul. Ks. Piotra Wawrzyniaka 6, 53-022 Wrocław (Poland).
6. The statement on withdrawal from the Agreement form constitutes Attachment no. 1 to the Terms and Conditions.
7. The Organiser hereby informs that the right to withdraw from the Agreement pursuant to the Law on Consumer Rights is not applicable towards the following Agreements:
  - service provision agreements when the entrepreneur completes the service under explicit approval of the Consumer, who was informed prior to the start of the service that the right to withdraw from the agreement expires upon completion of the service by the entrepreneur;



- agreement on provision of digital content not saved on a physical carrier if the service starts under explicit approval of the Consumer before expiration of the deadline for withdrawal from the agreement.
8. The Organiser shall promptly return all made payments to the user, no later than within 14 calendar days of receiving the statement discussed in section 4 above.
  9. The Organiser shall return the payments with the same method used by the User to make them, unless the User explicitly approves a different form of return, which does not involve any additional costs.

### **§ 5 Complaints**

1. All reservations towards the Services provided via the Website (“Complaints”) are to be directed to the correspondence address of the Organiser: ul. Ks. Piotra Wawrzyniaka 6, 53-022 Wrocław (Poland).
2. Complaints should include a specification of the problem in question and the range of demands of the user. The complaint should be signed by the individual placing it and include the contact data required for response. If the complaint should include incomplete data or information, the User will be requested to complete the appropriate information before the complaint is processed.
3. In order to allow the Organiser to process the complaint, the complaint in question should be filed promptly following the event it concerns. Complaints filed after 30 days counted from the occurrence of their reason will not be processed, of which the User shall be notified appropriately to the complaint response procedure as specified in section 4 below.
4. The Organiser processes the filed complaints within 14 days of receiving them. The Organiser responds to the filed complaint in electronic format, directing the response to the e-mail address provided by the User.
5. If the Organiser rejects the User’s complaint and the User disagrees with the decision, a User who is a Consumer may request mediation or resolution from the Permanent Consumer Arbitration Court (“Arbitration Court”) of the appropriate Voivodeship Inspectorate of Commercial Inspection.
6. Consumers may file requests to the Arbitration Court by filing an appropriate application (depending on the chose method of settlement, this may be a request for



- instigation of mediation or examination of the case by the Arbitration Court) to the geographically appropriate Voivodeship Inspectorate of Commercial Inspection.
7. The forms of requests discussed in point 6 above are available online on the websites of the Voivodeship Inspectorate of Commercial Inspection, the list and contact data of which is available online at [www.uokik.gov.pl](http://www.uokik.gov.pl).
  8. Settlement of a dispute through mediation is voluntary and not subject to administrative or court execution or appeal. Settlement of a dispute through mediation has no effect on the option to file the case to a common court or Arbitration Court.
  9. If the matter is filed for resolution by the Arbitration Court, the settlement and rulings issued by said court have effect equivalent to that of a common court ruling. The ruling of the Arbitration Court is subject to appeal to a common court. If the Parties enter an settlement before the Arbitration Court, said settlement is not subject to appeal.
  10. A User who is a Consumer may also seek support from the City or Regional Consumer Advocate or geographically appropriate Consumer Federation. Information on Consumer Federations is available at the following address: [www.federacjakonsumentow.org.pl](http://www.federacjakonsumentow.org.pl).
  11. If a Consumer wishes to attempt to resolve a dispute arbitrary, the Consumer in question may file the complaint via the European ODR platform available at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

## **§ 6 Personal data protection standards**

1. The data of the notified participants will be shared with Main Sponsor, Co-Organisers, and Partners of the Event for marketing purposes. The register of these entities will be available from the personal data Controller.
2. Pursuant to art. 13 Of the General Data Protection Regulation of 27 April 2016 (Official Journal EU L 119 of 04.05.2016), please be informed of the following:
  - a) The Controller of your personal data is BGC Group Sp. z o.o. Sp. Komandytowa (ul. Księdza Piotra Wawrzyniaka 6, 53-022 Wrocław),
  - b) The personal data inspector is Mr Andrzej Burkiewicz. Contact: e-mail: [iod@bosetti.pl](mailto:iod@bosetti.pl), telephone: + 48 601 582 750.

- c) Your personal data will be processed for purposes of participation in the “Energy Industry Mixer” event pursuant to art. 6 section 1 point a of the General Data Protection Regulation of 27 April 2016.
  - d) Your personal data will be shared with entities authorised to obtain data pursuant to provisions of the law, the Main Sponsor, Co-Organisers, and Partners of the Event, and entities operating under the Bosetti Global Consulting capital group: BGC Group Sp. z o.o. Sp. Komandytowa, Brix Sp. z o. o., Storno Sp. z o. o., Human Resources Consulting Bosetti Agnieszka, BGC Real Estate Sp. z o. o., Polonia2Go Sp. z o.o.
  - e) Your personal data will be archived for the time required to perform the responsibilities of the Organiser of the “Energy Industry Mixer”.
  - f) You have the right to request the Controller to provide access to your personal data, correct your personal data, restrict its processing, withdraw your consent, and transfer your data.
  - g) You have the right to file a complaint to the supervisory authority.
  - h) Providing personal data is strictly voluntary.
3. Notification of participation is equivalent to consent granted to the Organiser for use of the logo and name of the Participant of the Event as well as photos and other materials from the Event for purposes of promoting, organising, and informing of the Event. The Organiser reserves the right to obtain and use the name and logo of the User’s company in marketing materials designed to promote the Event by providing the list of registered companies referred to as Users. If the User does not approve the aforementioned and wants the User’s logo removed from said marketing materials, the User must file the appropriate request in writing.

## **§ 7 Final provisions**

- 1. Matters not regulated by the Terms and Conditions are subject to commonly effective provisions of Polish law.
- 2. Attachments to the Terms and Conditions are integral to the Terms and Conditions.
- 3. The Terms and Conditions and their integral attachments are available in electronic format at the following address: [energymixer.eu](http://energymixer.eu) in downloadable and printable format.
- 4. The Organiser reserves the right to make changes to the Terms and Conditions in the following instances:

- changes in the scope, method, and/or type of the provided services,
  - new services entered into the offer,
  - changes to the functions of the Website or Services,
  - amendments to commonly effective provisions of the law,
  - organisational changes concerning the Organiser (i.e. change of the legal form of the Organiser's activity),
  - actions aimed to improve operation of the Website.
5. The Organiser shall inform the Users of changes to the Terms and Conditions via the Website. Changes to the Terms and Conditions take effect 7 days after they are announced.
  6. The Organiser shall inform the Users and Applicants of changes to the Terms and Conditions by sending an appropriate e-mail to the address provided in the Form. Changes to the Terms and Conditions take effect 7 days after they are announced.
  7. We reserve the right to make changes in scope of the conditions and plan of the Event. The Organiser shall announce any potential changes on the website, via e-mail, and by telephone (for registered Users). All Users will initially receive an individual participation plan in the given part.
  8. The Organiser undertakes to use the available resources in a due manner but is under no responsibility to ensure any business results (new orders, new contracts, etc.) for the Users.
  9. The Organiser reserves the right to reschedule the Event in the event of force majeure. For the purposes of these Terms and Conditions, force majeure means all unpredictable situations or events of an extraordinary nature beyond the control of the Organiser and preventing a Party from fulfilling its obligations for reasons other than error or negligence, which cannot be overcome despite due diligence. In such situations, the Users are not entitled to any compensation or reimbursement of payments made to the Organiser.
  10. The Organiser is authorised to cancel the Event, of which the Users must be promptly informed. In this situation, the registrations will be considered as cancelled and the Organiser will be obliged to reimburse the Users only the amounts paid for admission without being obliged to pay any additional remuneration or compensation, specifically without being obliged to reimburse other costs incurred by the User.

11. If the User should cancel participation in the Event or not attend the event for reasons beyond the control of the Organiser, the User will not be entitled to reimbursement of any amount paid for the Event (including admission).
12. The Organiser reserves the right to refuse registration without justification.
13. The Organiser may revoke the right of participation in the Event in the instance of violation of these Terms and Conditions by the User. In such a situation, the Organiser must make this fact clear to the User and the User is not entitled to reimbursement of any costs or compensation.
14. By registering, the user accepts the provisions of these Terms and Conditions. In the event of a dispute, the User shall initially report all requests to the Organiser and attempt an arbitrary solution. If an arbitrary understanding cannot be reached, the court appropriate to handle the dispute is the court with jurisdiction over the registered seat of the Organiser.
15. These Terms and Conditions are governed by the law of Poland.
16. All correspondence addressed to the Organiser should be directed to the following address of the Organiser: [info@energymixer.eu](mailto:info@energymixer.eu) or ul. Ks. Piotra Wawrzyniaka 6, 53-022 Wrocław (Poland).
17. The Organiser is not responsible for any damage suffered by the User resulting from use of devices devoid of security and antivirus protection to connect to the Internet.

### **Information clause for the Event's participants registered by the Applicant.**

In accordance with art. 14 sections 1 and 2 of 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, hereinafter: "GDPR"), please be informed of the following:

- 1) The Controller of your personal data is BGC Group Sp. z o.o. Sp. Komandytowa (ul. Księdza Piotra Wawrzyniaka 6, 53-022 Wrocław)
- 2) The personal data inspector is Mr Andrzej Burkiewicz. Contact: e-mail: [iod@bosetti.pl](mailto:iod@bosetti.pl), telephone: + 48 601 582 750.

- 3) Your personal data will be processed for purposes of participation in the “Energy Industry Mixer” event pursuant to art. 6 section 1 point a of the General Data Protection Regulation of 27 April 2016.
- 4) Your personal data will be shared with entities authorised to obtain data pursuant to provisions of the law, the Main Sponsor, Co-Organisers, and Partners of the Event, and entities operating under the Bosetti Global Consulting capital group: BGC Group Sp. z o.o. Sp. Komandytowa, Brix Sp. z o. o., Storno Sp. z o. o., Human Resources Consulting Bosetti Agnieszka, BGC Real Estate Sp. z o. o., Polonia2Go Sp. z o.o.
- 5) Your personal data will be archived for the time required to perform the responsibilities of the Organiser of the “Energy Industry Mixer”.
- 6) You have the right to request the Controller to provide access to your personal data, correct your personal data, restrict its processing, withdraw your consent, and transfer your data.
- 7) You have the right to file a complaint to the supervisory authority.
- 8) Providing personal data is strictly voluntary.

Attachment no. 1 to the Terms and Conditions

### **AGREEMENT WITHDRAWAL FORM**

(this form is filled out and submitted only when the consumer of individual specified in art. 38a of the law on consumer rights wishes to withdraw from the Agreement)

Addressee: BGC Group Sp. z o.o. Sp. K., ul. Ks. Piotra Wawrzyniaka 6, 53-022 Wrocław (Poland), [info@energymixer.eu](mailto:info@energymixer.eu)

● I/we hereby inform of my/our withdrawal from the Agreement concerning attendance in the Energymixer Event

● Agreement conclusion date

---

● First and last name of the Consumer(s)

---

● Address of the Consumer(s)

---

● Signature of the Consumer(s) (only when the form is submitted on paper)

---

● Date \_\_\_\_\_