#### RULES AND REGULATIONS OF PARTICIPATION

#### IN EVENTS

#### ORGANISED BY TERMEDIA LTD.

#### **General Provisions**

**§1** 

#### A glossary of definitions

For the purposes of these rules and regulations, the meanings of the terms are as follows:

- 1. The Event an event of an academic, training, social, educational, didactic, workshop and current affairs nature, organised independently as part of the *Termedia* Ltd. business or as a co-organiser on the basis of contracts or agreements, regardless of its name. The events are closed they are intended for a specific group of registered participants. Open or mass events are organised according to the principles stated in separate regulations.
- 2. Participation in the event allowing a participant to take part in an academic and training, didactic, workshop, educational, current affairs, etc. part of the event, which can be either chargeable or free of charge.
- 3. The Participant of the event a person, who has registered, paid a fee<sup>1</sup> and confirmed his or her presence at the reception desk at the event.
- 4. Conference package a package of benefits for the participant of the event.
- 5. Event participation agreement an agreement concluded with the participant on taking part in the event and using the conference package. These rules and regulations are an integral part of the agreement.
- 6. VIP participant a participant of the event being assigned the VIP status from a special invitation from *Termedia* Ltd.
- 7. Limited access restricted access to the exhibition area during the event. In particular, it concerns the access to the exhibition displays of the pharmaceutical or medical and equipment companies
- 8. The Organiser for the purposes of these rules and regulations *Termedia* Ltd., regardless of whether it is an independent organiser or a co-organiser of the event on the basis of contracts or agreements.
- 9. Current information about the event the Organiser informs that all current data on the organised events are available on the <a href="www.termedia.pl">www.termedia.pl</a> website or at the phone number +48 61 656 22 00
- 10. Legal regulations the rules generally applicable to the Republic of Poland, including the provisions of agreements, conventions and contracts, of which it is a signatory.

### I. The rules of participation in the Event

### **§2**

The conditions of participation in the Event (concluding the Participation agreement) are:

- a) registering the participation in the Event,
- b) paying the fee<sup>1</sup> in the amount and to the date specified by the Organiser,
- c) confirming the participation at the Event reception desk.

#### The methods and conditions for registration

# **§3**

- 1. A person interested in participating in the Event can register by:
  - a. registering with the Online Registration Service at the http://www.termedia.pl/Sign\_up^2,
  - b. registering via e-mail at: szkolenia@termedia.pl<sup>3</sup>,
  - c. registering by sending a fax to the number: +48 61-656-22-00<sup>4</sup>,
  - d. personal registration prior to the start of the Event.
- 2. To register, one must provide mandatory data and accept these rules and regulations.
- 3. The organiser is not liable for any inconveniences caused by providing incorrect or false data by the Participant. In particular, the Participant cannot claim that he or she was not properly informed about changes in the Event, if the information given in the registration form prevented from contacting with him or her.
- 4. The Organiser has the right to refuse the registration application submitted by fax or e-mail, if the application is missing required data listed in footnote 3 and 4, or they are unreadable. The organiser is not obliged to contact the person who offers participation in order to complete the data.
- 5. The organiser reserves the right to close registration for the Event at any time without stating the reason.

<sup>2</sup> After completing mandatory fields of the form

<sup>&</sup>lt;sup>1</sup> Not applicable to free of charge events

<sup>&</sup>lt;sup>3</sup> Please enter the name of the conference, the participant's name and surname, correspondence address, email address, specialization, telephone, Medical License (NPWZ)\* and complete data needed to issue an invoice \*

\*) if applicable

<sup>&</sup>lt;sup>4</sup> As in footnote 3

#### **Fees for participation**

#### **§4**

- 1. The Organiser accepts payments from the registered Participants in the form of :
  - a) a bank transfer,
  - b) a postal transfer,
  - c) a PayPal transfer,
  - d) personal payments at the Event reception desk,
  - e) payments at the cash desk at the Organiser's seat.
- 2. While making the transfer, the Participant is obliged to enter the data enabling his or her identification and the identification of the Event<sup>5</sup>
- 3. The Organiser is not liable if the description of the transfer prevents from the identification of the Participant or the Event.
- 4. The Participant of the Event is obliged to carry a proof of payment of the participation fee<sup>6</sup> and in case of a doubt present it at the Event reception desk.
- 5. The Organiser has the right to refuse the person showing the proof of payment an admission to the Event if any reservations about the proof, stated in paragraphs 2 and 3, occur.
- 6. In case of paying the participation fee on the spot, before or during the Event, the Organiser does not guarantee the Participant a full conference package. The Participant acknowledges that in that case he or she is not entitled to a discount on the participation fee.
- 7. After paying the fee by the Participant, the Event Organiser will issue a VAT invoice or a receipt within 7 days, counting from the day of receiving the money to the Organiser's account.
- 8. Having paid the fee, the Participant is entitled to a conference package. Information on the scope of the conference package is included within the current information about the Event.
- 9. The organiser reserves the right to change the scope of the conference package and to make changes in the schedule of the Event.
- 10. In case of the occurrence of the situation referred to in point 9, the Organiser contacts the Participants and may propose:
  - a) additional fee.
  - b) discount on the participation fee.
- 11. If the Participant does not provide written agreement to the additional fee / discount, it will be considered as a withdrawal from the agreement to participate in the Event. The Organiser will return the money received from the Participant for the Event, either by a bank transfer or a postal order within 15 days, counting from the day of the Event.
- 12. If Participant's benefits apply to a first come first served basis, the date of receiving the money to the Organiser's account is crucial. Fees received after the designated date, despite their earlier submission, will be considered as payments made after the deadline.

<sup>&</sup>lt;sup>5</sup> Minimum data: name, surname, correspondence address, name of the Event

<sup>&</sup>lt;sup>6</sup> Applicable to chargeable events

#### Information materials, a method of communication

#### **§**5

- 1. Any printed materials, including posters, flyers and e-mails regarding the Event, and other forms of contact are for information only the information contained therein is subject to change and does not constitute an offer as defined by the Civil Code.
- 2. The current commercial offer (including pricing) regarding the Event can only be obtained on the <a href="www.termedia.pl">www.termedia.pl</a> website and at the phone number +48 61 656 22 00.

### **Changes regarding the Event**

### **§6**

- 1. The organiser reserves the right to make changes to the Event. In particular, the changes may relate to:
  - a) the location of the conference,
  - b) the duration,
  - c) conference package,
  - d) the content-related schedule of the Event.
- 2. In case of the occurrence of the circumstances specified in point 1, the Organiser will inform the registered Participants about any changes, subject to §4.
- **3.** The Organiser does not cover the lost benefits or the costs which the Participant has borne due to the changes described above.

§ 7

#### **Cancellation of the Event**

- 1. The Organiser reserves the right to cancel the Event at any time without stating the reason.
- 2. In case of the occurrence of the circumstances specified in point 1, the Organiser will inform the registered Participants about the cancellation.
- 3. Informing about the cancellation will take place by:
  - a) sending the information by e-mail, or
  - b) a text message, or
  - c) a phone call at a phone numbers provided by the Participant during the registration,
  - d) posting relevant information on the Event website.
- **4.** The Organiser does not cover the lost benefits or the costs which the Participant has borne due to the changes described above.
- 5. The Organiser will return the Participants the money paid for Participation fees within 30 days, counting from the day of the cancellation decision.

# Withdrawal from participation in the Event

- 1. The Participant may withdraw from participation in the Event.
- 2. Participant's withdrawal from the Event must be provided in writing (mail, e-mail, fax).
- 3. Paid fees will be returned to the Participant's account by a bank transfer or a postal order within 14 days counting from the date on which the Organiser receives the information of the withdrawal.
- 4. In the event of Participant's withdrawal, if it does not result from the changes referred to in § 6 and § 7, the Organiser will charge a 20-percent fee, which he has the right to deduct from the money already paid by the Participant.
- 5. If the Participant's withdrawal takes place less than 14 days before the Event, the Organiser will not repay the fees.

**§9** 

#### Organizational rules during the Event

- 1. The following rules apply to the behaviour of the Participants during the main Event and chargeable associated events not covered by the conference package.
- 2. During the participation in the Event the Participant is obliged to:
  - a) comply with the commands of the Organiser's personnel,
  - b) comply with the commands of the safety personnel that secures the Event,
  - c) comply with the fire regulations that are in force at the place of the main Event and associated events,
  - d) comply with the prohibition on bringing alcohol at the premises of the Event,
  - e) smoke only in designated and properly marked areas,
  - f) comply with the prohibition on participation in the Event under the influence of abusive substances or drugs,
  - g) behave in a manner consistent with the principles of social coexistence, in a way that does not hamper other people's participation in the Event and in the place of accommodation,
  - h) comply with the prohibition on recording, in any form and by any means, the content of the conference, unless the Participant has received a relevant written consent from the Organiser,
  - i) comply with lecturers' copyrights,
  - j) have an ID card and carry it prominently during the Event.
- 3. The Organiser reserves the right to remove from the Event Participants violating rules of behaviour stated in point 2.
- 4. The Participant removed from the Event in accordance with point 3, loses the right to continue to participate in the Event without compensation, and the paid fee is not refundable.
- 5. Participants assume full liability for the damage done by them both on the premises, where any activities related to the Event are carried out, and in places of accommodation.

- 6. Participants shall pay for hotel parking facilities and parking spaces in front of the Event premises.
- 7. The Organiser is not responsible for Participants' possessions that are lost, destroyed, abandoned or stolen during the Event.
- 8. Moreover, the Organiser reserves the right:
  - a) to remove from the Event the Participants who do not have the ID cards,
  - b) to separate, during the Event, an area with limited access for a specific group of Participants,
  - c) not to distribute lost vouchers entitling to social benefits which are part of the conference package.
- 9. Each Participant is required to immediately notify the employees of the Organiser of any situations that may pose a threat to the life or health of other Participants.
- 10. The Participant who was present at the Event is entitled to a certificate of participation. The certificates are issued at the end of the Event. The Organiser is not obliged to send the certificates by mail after the Event.
- 11. In relation to the Participants, a certification of receiving course credits or other professional qualifications may be issued, under separate regulations.

# §10 Promotions

- 1. The Organiser reserves the right to time-limited promotional campaigns of the Event.
- 2. Promotional activities may include, in particular, discounts, competitions, participation in associated events, payments for limited access to the event, etc.
- 3. Participants who have registered and paid the participation fee before the promotional campaign, cannot claim partial or full refund on the participation fees due to promotional campaign conducted by the Organiser.
- 4. If participation in promotion is limited by a first come first served basis, the date of receiving the participation fee to the Organiser's account is crucial.
- 5. Regarding the promotional activities based on a first come first served rule, the Organiser has the right to claim the priority for the members of the *Termedicus* Club
- 6. The Organiser can freely define and assign a VIP Participant status to the Participants.

# §11 Complaints

- 1. Any Participants' objections to the Organiser of the Event should be submitted in writing, sent by registered and certified post to the Organiser's registered office address, no later than 7 days, counting from the end of the Conference. After this period complaints will not be considered.
- 2. The complaint is dealt with within 30 days, counting from its arrival.
- 3. The Participant will be notified in writing at the address indicated in the registration form if the complaint has been admitted or denied.

# §12 Final provisions

- 1. Any disputes that may arise from participation in the Conference will be settled by the court having jurisdiction over the Organiser's seat.
- 2. To all matters not settled herein, provisions of the Civil Code shall apply.
- 3. Personal data provided by the Participant is collected and processed in accordance with the Act on Personal Data Protection of 29 August 1997 (Dz.U. No. 133, item 833, of 29 October 1997). The database administrator is *Termedia* Ltd., registered office: 61-615 Poznan, Kleeberga 8.
- 4. The Participant has the right to access and the right to remove shared personal data. The Participant declares his or her will in a registered mail sent to the Organiser's address.
- 5. Events organized under these rules and regulations are closed and they are not mass events as defined by the Act of 23 March 2009 on mass events security (Dz.U. 2009 No. 62, item 504), unless it undoubtedly arises from the commercial offer and is confirmed in writing in the offer.
- 6. The Organiser has the right to change the provisions of these Rules and Regulations. Amendments shall enter into force from the day they are published on the <a href="www.termedia.pl">www.termedia.pl</a>. website. The participant has the right to withdraw from the agreement due to the amendments made to the Rules and Regulations, within 7 days, counting from the day the change or the text of the Rules and Regulations has been published.
- 7. Any correspondence with the Participant which is part of this agreement will be conducted at the address / contact details given in the registration application.
- 8. The Participant is obliged to update the current contact details on the pain of losing the right to claim.
- 9. The Organiser is not responsible for the inability to deliver mail to the Participant due to providing incorrect / incomplete contact details.
- 10. It is presumed that a letter sent to the last known address of the Participant by the Organiser is effectively delivered after 14 days counting from the date of shipment.
- 11. Participant's failure to keep the form of the correspondence results in its invalidity with respect to the Organiser.

Poznan,  $10^{th}$  May 2012