

Rules of participation in the Cross feat. Flutter event

§1 General provisions

1. Whenever the following capitalized phrases are used in the further part of these regulations, they should be understood in the meaning given below, unless the context of their use clearly indicates otherwise:
 - a. **Event** - a meeting called Cross feat. Flutter organized on March 9, 2023, aimed at exchanging and spreading knowledge, networking and promoting the organizer; organized and conducted at the Organizer's headquarters at ul. Zablocie 43a, 30-701 Krakow,
 - b. **Organizer (alternatively Administrator)** - Miquido spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Kraków (address: ul. Zablocie 43a, 30-701 Kraków), NIP: 9452138173, e-mail address: marketing@miquido.com, telephone number: +48 536 083 559,
 - c. **Consumer** - a natural person making a legal transaction with the entrepreneur not directly related to his business or professional activity,
 - d. **Entrepreneur** - a natural person, legal person or organizational unit that is not a legal person, to whom the law grants legal capacity, conducting business or professional activity on its own behalf and performing a legal act directly related to its business or professional activity,
 - e. **Entrepreneur with consumer characteristics** - a natural person concluding a contract directly related to its business activity, when the content of this contract shows that it does not have a professional nature for it, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity,
 - f. **Participant** - Consumer, Entrepreneur with consumer characteristics or Entrepreneur participating in the Event on the basis of a valid Ticket, invitation or identifier issued by the Organizer. Only an adult person may participate in the Event,
 - g. **Regulations** - the document in question,
 - h. **Agreement** - a legal relationship concluded remotely by electronic means, specifying the mutual obligations of the parties.

- i. **Ticket** - a document confirming the right to use the Event,
 - j. **Meetup** - the meetup.com website belonging to Meetup LLC, supporting the processes of organizing events, registering participation, ordering tickets and automatic invoicing by the Organizer,
 - k. **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 data).
2. The Regulations are made available free of charge on the event website at <https://lp.miquido.com/cross-feat-meetup>. Participation in the Event is free of charge. Each Participant is obliged to read the Regulations before registering for participation in the Event.
 3. Acceptance of the Regulations is necessary to conclude an Agreement with the Organizer on the terms set out in the Regulations. It can be expressed directly in the form of a statement about reading the Regulations and accepting them, or in an implicit manner by submitting a declaration of willingness to participate in the Event and accepting the Regulations.
 4. The Participant is obliged to comply with the Regulations from the moment of taking the first action leading to taking advantage of the opportunity to participate in the Event.

§2 Conditions of participation

1. You can become a Participant of the Event by:
 - a. Ordering a Ticket via the <https://www.meetup.com/>,
2. The receipt of the Ticket is confirmed by an e-mail from the Organizer informing the Participant about registration for the Event. Sending the confirmation to the Participant is tantamount to concluding the Agreement for the duration of the organization and implementation of the Event.
3. The number of tickets entitling to enter the Event is limited. The Organizer decides about the possibility of participating in the Event by allocating the appropriate pool of Tickets to be obtained, based on each of the procedures described in section 1 above. The Organizer has the right to end the registration if the number of Participants reaches the maximum number allowed. Then the person requesting participation in the Event will receive a return e-mail with information about the lack

of places or will receive a system message about the impossibility of ordering a Ticket.

4. Participation in the Event is free. All fees related to accommodation, meals, travel, costs, insurance, etc. are borne by the Participant on their own. Organizer may offer to Participants free snacks and beverages.
5. Tickets entitling Participants to enter the Event are personalized. Only the person to whom the Ticket is assigned by name is entitled to use the Ticket. The Participant may not request the exchange of the Ticket for a cash equivalent or any other form of compensation.
6. The Organizer is not responsible for the consequences of providing false or incorrect data by the Participant.
7. The Meetup platform processes the following data entered by the Participant when placing an order on the online store website: name, surname, e-mail address, telephone number.
8. The Organizer is not responsible for any consequences of the incorrect functioning of the Meetup platform. The Organizer is not responsible for messages, confirmations and other data lost on the Internet.
9. Using the option of ordering Tickets online requires meeting the minimum technical conditions:
 - a. Any web browser that supports the JavaScript application
 - b. Internet access
 - c. A program that allows you to view and print tickets saved in PDF format (e.g. Adober Reader)

§3 Conclusion of the Agreement/Withdrawal from the Agreement

1. The conclusion of the Agreement between the Organizer and the Participant takes place at the moment of receiving an e-mail from the Organizer confirming the receipt of the Ticket.
2. The condition for concluding the Agreement is acceptance of the provisions of the Regulations.
3. The conclusion of the Agreement is binding, thus it is the Participant's obligation to comply with the Regulations with attachments.
4. The Participant has the right to withdraw from the Agreement at any time before the start of the Event. The declaration of withdrawal from the Agreement should be made in electronic form to the e-mail address provided in the information about the Event.

The Organizer shall immediately send the Participant a confirmation of receipt of the declaration of withdrawal from the Agreement by e-mail.

5. The Participant being Consumer or Entrepreneur with consumer characteristics has the right to withdraw from the Agreement within 14 days from its conclusion. The declaration of withdrawal from the Agreement should be made in electronic form to the e-mail address provided in the information about the Event or to the Organizer's registered office address. The Organizer shall immediately send the Participant a confirmation of receipt of the declaration of withdrawal from the Agreement by e-mail.
6. The Organizer has the right to withdraw from the Agreement no later than 7 days before the planned date of the Event, if a sufficient number of Participants does not sign up for the Event. The Organizer shall immediately notify the Participant of this fact.
7. Due to the fact that participation in the Event is free of charge, effective withdrawal from the Agreement does not create an obligation to stop reimbursement of any benefits by the Organizer. At the same time, in the event of effective withdrawal from the Agreement, the Participant is obliged to immediately stop participating in the Event.

§4 Contests

1. During the event, the Organizer will hold two contests for Participants, the specific rules of which are specified below.
2. Contests are not a promotional lottery within the meaning of Art. 2 sec. 1 of the Gambling Act of November 19, 2009 and is not subject to the rules contained in the above-mentioned Act.
3. The contests are organized on the territory of the Republic of Poland.
4. The Participant is entitled to take part in the one or two contests organized during the Event. Participation in the contests depends on taking part in the Event, however, participation itself is voluntary and free of charge.
5. By participating in the contest, the Participant confirms that he has read and accepts all the provisions contained in the Regulations and the policies of the external platforms on which the competitions tasks will be performed. In addition, the Participant undertakes to comply with the rules set out therein and confirms that he meets all the conditions that entitle him to participate in the contest. A Participant who does not meet the conditions set out in the Regulations loses the right to participate in the contest and any prize.

6. Only adult Participants who have full legal capacity and accept the provisions of the Regulations and who successfully joined one or both contests in the manner described in this paragraph may participate in them.
7. Persons who did not participate in the Event, as well as persons employed or cooperating with the Organizer, cannot participate in any of the contests. Only Participants, from the Organizer's headquarters, where the Event takes place, can take part in the contests.
8. The Participant may be excluded from participation in the given contest at any time if the Organizer finds that the Participant or the contest task made by him does not meet the requirements of the Regulations, or if the Organizers receive information that a given contest task made by the Participant violates applicable law, the regulations of the platforms on which the contest will be held, good customs or the rights or property of third parties.
9. The winners of the contests will be selected on the day of the Event.
10. The Organizer reserves the right not to award any prize in the event of submitting contest task that does not meet the requirements of the Regulations or the regulations of the platforms on which the given contest will be held.
11. The prize in both contents are gadgets or other material prizes, about which the Organizer will inform the Participants no later than on the day of its commencement.
12. The prize will be delivered to the winner on the day of the Event. If the winner does not take the prize with him, the Organizer reserves the right to contact the winner via the e-mail address provided during registration in order to collect the prize. If within 7 days after the end of the Event, the Organizer is unable to contact the winner or, despite such contact, a date or method of collecting the prize is not established – the prize is no longer valid.
13. The winner is not entitled to exchange the prize, including exchange for a cash equivalent.
14. The Organizer may grant the winner an additional cash prize in the amount corresponding to the personal income tax for winning the contest, calculated on the value of the in-kind prize grossed up by the income tax due, provided that the tax is payable. This amount is not payable to the winner, but will be used to pay the income tax due on the value of the prize, charged to the winner in accordance with the Act of 26 July 1991 on personal income tax.
15. The Organizer, in accordance with the Act referred to above, is responsible for the collection and payment to the competent Tax Office of a flat-rate income tax on the value of prizes in the amount of 10%.

I. Quiz

1. The purpose of organizing the quiz is to select three (3) winners who have obtained the highest number of points and to award each of them with a material prize.
2. In order to take part in the Quiz, the Participant should go to <https://www.mentimeter.com/> during the Event and enter the code provided by the Organizers, then answer all questions. After completing the quiz, the tool will display a list of people, creating a ranking - from the shortest time of the correct answer. Prizes will go to the first 3 people in the ranking.
3. Only answers by one person - the Participant - are allowed.
4. The Quiz may only be performed during the display of the task on the screen located at the Event point and on the Participant's device, within the time period set by the Organizer. The Quiz performed outside the aforementioned period will not be considered by the Organizer.
5. The Participant may resign from the Contest at any time by discontinuing Quiz or by submitting a statement of resignation to the Organizer.
6. From the qualified answers, three people will be selected based on the ranking created by mentimeter.com. The authors of the above answers will be eligible for the Prize by becoming the winner of the Quiz.

II. Social Media Activity Contest

1. The purpose of organizing the social media activity contest is to select the 12 winners with the highest number of activity points and award each of them a material prize.
2. The contest task involves the collection of activity points by Participants during the Event.
3. Activity points can be earned by performing the following activities on twitter.com, Instagram.com, linkedin.com, facebook.com platforms:
 - a. Liking the given posts indicated by the Organizer,
 - b. Following the Organizer's profiles on the platforms indicated above,
 - c. Posting on the Participant's profile posts or photos related to the Event with the hashtags indicated by the Organizer.
4. In order to participate in the Contest, the Participant must have accounts on the portals listed in sec. 3.
5. The activities indicated in section 3 can be performed on a given platform only from one Participant's account. Activities performed from more than one account or an account that does not belong to the Participant will not be considered for the award of activity points.

6. Performing one activity described in section 3 is equivalent to earning one activity point. 12 Participants who earn the highest number of activity points during the event will be eligible to receive a material prize. If a greater number of Participants receive an equal number of activity points, the Organizer will select 12 Participants eligible to receive the prize, based on the creativity and originality of the tasks performed.
7. In performing contest activities, it is prohibited to share photos that depict images of other participants, third parties or infringe on the copyright of works presented during the Event. The Organizer is not responsible for such activities.
8. It is forbidden to engage in the activity of sharing the Organizer's or other Participants' posts, tagging other people in contest activities, and engaging in other activities that cannot be performed as part of contest activities in accordance with the relevant regulations of the platforms indicated in section 3.
9. The contest is not created, administered or sponsored by platforms indicated in section 3. Those websites are not responsible for any activities related to the organization of the contest on the site.
10. In accordance with these regulations, each Participant releases the portals listed in sec. 3 from responsibility for the contest conducted by the Organizer.

§5 Recording and dissemination of Participant's image

1. By accepting these Regulations, the Participant agrees to the free recording and subsequent dissemination of the Participant's image (including Participant's name and surname) in the form of photographs posted on social networks and other websites in order to inform about the Event and/or contests, build and promote a positive image of the Organizer.
2. The data indicated in section 1 may be used for various forms of electronic image processing, cropping and composition without any obligation to accept the final result by the Participant.

§6 Complaints

1. Complaints regarding the Event or contests should be sent to the e-mail address: marketing@miquido.com or sent by registered mail to the Organizer's address immediately, but not later than within 14 days from the date of occurrence of the

circumstances covered by the complaint. The term indicated in the previous sentence does not apply to Participants - Consumers and Entrepreneurs with consumer characteristics.

2. A correctly submitted complaint should contain at least the following data:
 - a. designation of the Participant (including his name, surname, postal address, e-mail address, and in the case of legal persons and other entities, name, postal address and details of the person authorized to represent the Participant in connection with the complaint);
 - b. description of the problem that is the basis for lodging a complaint;
 - c. the Participant's expectations as to how to solve the reported problem.
3. The Organizer considers the complaint within 14 days from the date of its receipt, notifying the Participant about the further procedure to the address provided in the complaint.
4. The Organizer has the right not to consider complaints that do not contain all the elements indicated in paragraph 2 of this paragraph or have been submitted after the deadline specified in sec. 1 of this paragraph. The provision of this paragraph does not apply to Participants - Consumers and Entrepreneurs with consumer characteristics.
5. If the Organizer does not respond to the Participant's complaint within 14 days, it means that it considered it justified.

§7 Out-of-court methods of dealing with complaints and pursuing claims

1. Detailed information on the possibility for the Participant (i.e. Consumer or Entrepreneur with consumer characteristics) to use out-of-court methods of dealing with complaints and redress as well as the rules of access to these procedures are available at the offices and on the websites of poviats (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Voivodship Inspectorates of the Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:
 - a. http://www.uokik.gov.pl/spory_konsumenckie.php;
 - b. http://www.uokik.gov.pl/sprawy_indywidualne.php oraz
 - c. http://www.uokik.gov.pl/wazne_adresy.php.
2. The Participant has the following exemplary possibilities of using out-of-court methods of dealing with complaints and pursuing claims:

- a. The Participant may apply to the permanent amicable consumer court referred to in art. 37 of the Act of December 15, 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to settle a dispute arising from the Agreement concluded with the Organizer,
- b. The Participant may apply to the voivodship inspector of the Trade Inspection, in accordance with Art. 36 of the Act of December 15, 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between him and the Organizer,
- c. The Participant may obtain free assistance in resolving the dispute between him and the Organizer, also using the free assistance of the poviats (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers).

§8 Responsibility and guarantees of the Organizer

- 1. The Organizer is not responsible for the Participant's inability to participate in the Event or contests for any reason.
- 2. The Organizer declares that the Events and the contests are organized with the utmost care, however, the Organizer does not bear any responsibility for the results of the activity.
- 3. The Organizer does not consent to the copying and dissemination of materials and information made available to the Participant by any method and does not consent to photographing and recording the content provided during the Event.
- 4. The Participant is not entitled to a claim against the Organizer for additional costs incurred in connection with participation in the Event, in particular the costs of travel, accommodation, meals, etc.
- 5. To the extent that it is permissible in the light of applicable regulations, in particular subject to art. 473 § 2 of the Civil Code, the Organizer's liability for any consequences related to the use of the Event by the Participants, including damages resulting from it or the inability to use them, in particular for damages resulting from defects/failures/faults, is excluded. This provision does not apply to Participants-Consumers and Entrepreneurs with consumer characteristics.

§9 Personal data

1. The administrator of personal data is Miquido spółka z ograniczoną odpowiedzialnością sp.k. with its registered office in Kraków (address: ul. Zabłocie 43a, 30-701 Kraków), NIP: 9452138173, e-mail address: marketing@miquido.com, telephone number: +48 536 083 559.
2. Personal data will be processed only for the purpose and scope specified in the consent granted, as well as for purposes related to the implementation of the Agreement, participation in the Event or contests organized by the Administrator.
3. The legal basis for the processing of data is art. 6 (1) (b) GDPR, 6 (1) (c) GDPR and art. 6 (1) (a) of GDPR.
4. The data will be transferred to the companies providing services supporting organization of the Event which are:
 - a) Meetup LLC with it's representative which is VeraSafe Ireland Ltd.
5. When processing data, appropriate technical and organizational measures will be taken to protect against unauthorized or unlawful processing of personal data and against accidental loss, destruction or damage to personal data.
6. Personal data will not be stored for longer than it is necessary and permitted by law, and their provision is voluntary, but necessary to achieve the purpose specified in the consent given.
7. The Administrator will also not subcontract the processing of personal data without the prior consent of the person whose data is processed, with the exception of carefully selected suppliers performing specific functions on behalf of the Administrator (e.g. companies helping the Administrator in providing services to clients, e.g. accounting or legal).
8. The Administrator may transfer Participant's personal data to third countries in connection with the use of the services of external entities who store the personal data entrusted to them on servers located outside the European Economic Area (EEA). The Administrator transfers personal data outside the EEA to third countries only if it is necessary to achieve business purposes and when the third country ensures an adequate level of protection, through.
9. In each individual case when personal data is transferred outside of the European Economic Area (EEA), to a country that does not guarantee the same or an adequate level of personal data protection that follows from the legal regulations in force in Poland, the Administrator will make sure that this is done on a valid basis and with the legally required measures employed.

10. In case Participant expressed consent to process data – the Organizer informs that such consent may be withdrawn at any time, and the withdrawal of the consent does not affect the lawfulness of the processing which were carried out on the basis of the consent before its withdrawal.
11. Providing personal data is voluntary but necessary to conclude Agreement or to take part in the contests.
12. The person whose data is processed has the right to access their data and correct them, rectify them and (to the extent resulting from the provisions) to delete them, limit processing and object to processing. For this purpose, please contact the Administrator via Contact Details.
13. In the event of becoming aware of the unlawful processing of personal data, the person whose data is processed also has the right to lodge a complaint with the supervisory body competent for data processing - the President of the Office for Personal Data Protection with its registered office in Warsaw (PUODO).

§10 Order regulations

1. Participants of the Event are obliged to comply with generally applicable health and safety rules, fire protection, sanitary and administrative regulations as well as internal regulations in force at the premises where the Event takes place. Similar rules apply to a party organized after the official part of the Event.
2. Participants of the Event may stay in the places provided by the Organizer, only during the hours set by the Organizer. Admission and staying in the place where the Event takes place is only granted to a person who has a valid, personal Ticket. The Organizer warns that the Participant's presentation of a Ticket or an inauthentic confirmation will result in refusal of admission to the Event.
3. It is forbidden for the Participants to carry out any commercial, acquisition, advertising, promotional, as well as agitating and fundraising activities not agreed with the Organizer, as well as activities inconsistent with applicable law or decency.
4. It is strictly forbidden to bring in and use weapons, ammunition and pyrotechnic materials as well as harmful chemical substances, as well as other dangerous items that may cause damage to property and pose a threat to health, life of people and public safety, behavior that is against the law and the principles of social coexistence. as well as disturbing the order during the Event.
5. Participants of the Event are not allowed to bring animals into the Event area. The exception is guide dogs for the blind and visually impaired.

6. It is forbidden to move, take out and destroy any objects located in the place of the organized Event. In the event of destruction or damage to property by the Participant, he shall be liable to the Organizer for damages.
7. The Organizer may refuse entry to and stay at the Event to persons:
 - a. without a Ticket
 - b. possessing weapons or other dangerous objects or materials, products, alcoholic beverages (other than those offered by Organizer), narcotic drugs or substances,
 - c. behaving aggressively, provocatively, impolitely or otherwise posing a threat to security or order,
 - d. having other dangerous items,
 - e. without an identity document (ID card, driving license or passport)

§11 Final Provisions

1. The Organizer warns that it reserves the right to change the date of the Event as a result of circumstances beyond the Organizer's control (e.g. lecturer's illness, traffic accident, breakdown, state of epidemic, etc.).
2. The Organizer is not responsible for the effects of Force Majeure. Force Majeure is an event beyond the Organizer's control, which makes the performance of obligations impossible or may be considered impossible due to the existing circumstances. Force majeure includes in particular: weather conditions - e.g. heavy rainfall and gusty wind preventing the availability of the site. Events in accordance with health and safety regulations, failures or disruptions in the operation of devices supplying electricity, heat, light, acts of war or actions of state or local government authorities in the field of formulating policies, laws and regulations affecting the performance of obligations.
3. If, as a result of circumstances beyond the Organizer's control, the Event cannot take place on the planned date - changing the date does not constitute a change to the Agreement. Participants will be notified by e-mail about the change of date and the new date of the Event.
4. All materials presented and made available to Participants are protected by copyright and are the intellectual property of their creators. They are legally protected. These materials may not be distributed, made available or reproduced without the Organizer's written consent.
5. The Organizer has the right to change the location of the Event no later than 3 days before the planned date, without giving a reason. The Organizer will notify the Participant of this fact to the e-mail address provided.

6. In matters not covered by the Regulations, the provisions of general Polish law, in particular the Civil Code, shall apply.
7. Participants are obliged to use the Event in a manner consistent with applicable law, social and moral norms and the provisions of the Regulations. As part of using the Event, it is forbidden to provide any information of an unlawful, offensive or infringing personal rights nature.
8. All advertising materials regarding the Event are informative, the provisions of these Regulations have binding legal force.
9. Settlement of any disputes arising between the Organizer and the Participant who is a Consumer or Entrepreneur with consumer characteristics is submitted to the competent common courts in accordance with the provisions of the Code of Civil Procedure.
10. Settlement of any disputes arising between the Organizer and the Participant who is an Entrepreneur shall be submitted to the court competent for the seat of the Organizer
11. These Regulations come into force on the day of its publication.

Appendix No. 1 to the Regulations:

WITHDRAWAL FORM

Please be advised that this form should be completed and returned only if you wish to withdraw from the Agreement. Using the form is optional.

Addressee: Miquido spółka z ograniczoną odpowiedzialnością sp. k. with its registered office in Krakow (address: ul. Zabłocie 43a, 30-701 Kraków), NIP: 9452138173, e-mail address: marketing@miquido.com, phone number: +48 536 083 559

I/We(*) hereby give notice(*) of my/our withdrawal from the Agreement for the provision of the following service:

The date of conclusion of the contract:

Name and surname of the Consumer(s)/ Entrepreneur with consumer characteristics (*):

Address of the Consumer(s)/Entrepreneur with the characteristics of a consumer(*):

Signature of the consumer(s)/ Entrepreneur with the characteristics of a consumer(*):

(only if the form is sent on paper)

Date and signature:

(*) Delete where not applicable.