

## TERMS AND CONDITIONS

### of participation in the WOLVES SUMMIT conference and of the electronic provision of services on the portal [www.wolvessummit.com](http://www.wolvessummit.com)

#### § 1. General provisions

1. These Terms and Conditions ("Terms") set forth the rules for participation in a Conference for start-ups under the title WOLVES SUMMIT, described in these Terms, as well as the types, scope and conditions for the electronic provision of services by the portal [www.wolvessummit.com](http://www.wolvessummit.com) by the Administrator of that portal.
2. Insofar as they are used in the Terms herein, the following terms shall be understood as follows:
  - 1) **Organizer (Organizer of the Conference)** - Wolves Den sp z o.o. with its seat in Gdynia, Al. Zwycięstwa 96/98 81-451, tax ID number (NIP) PL5862296113 e-mail: [info@wolvessummit.com](mailto:info@wolvessummit.com), website: [www.wolvessummit.com](http://www.wolvessummit.com);
  - 2) **Administrator** - Wolves Den sp z o.o. with its seat in Gdynia, Al. Zwycięstwa 96/98 81-451, tax ID number (NIP) PL5862296113 e-mail: [info@wolvessummit.com](mailto:info@wolvessummit.com), website: [www.wolvessummit.com](http://www.wolvessummit.com);
  - 3) **Ordering Party** – a natural person performing Registration for participation in the Conference via the form accessible at the Conference's webpage: [www.wolvessummit.com](http://www.wolvessummit.com);
  - 4) **Conference** – an event under the title WOLVES SUMMIT, to take place in Warsaw, Warsaw on 9-11 April 2018;
  - 5) **Registration** – the process of registering for participation in the Conference undertaken by the Ordering Party via the registration form accessible on the Conference's webpage at [www.wolvessummit.com](http://www.wolvessummit.com), with the intention of receiving Confirmation of Participation in the Conference;
  - 6) **Confirmation of Participation** – a message sent via e-mail by the Organizer of the Conference in response to a submission made as part of Registration;

- 7) **Portal** – the official webpage of the Conference, intended to promote the Conference and to facilitate the Registration of participants, purchase of tickets and other services described in these Terms, accessible at [www.wolvessummit.com](http://www.wolvessummit.com);
- 8) **Participant** – a natural person who has completed Registration and received Confirmation of Participation from the Organizer; Investors, Exhibitors and all other people visiting the Conference as spectators are also Participants;
- 9) **User of the Portal (User)** – a person accessing the Portal and its functions, including the Ordering Party and Participants;
- 10) **Exhibitor** – a natural or juridical person, simultaneously a Participant in the Conference, who has executed separate agreements with the Organizer concerning participation in the Conference, and who shall present his activity, enterprise or project during the Conference;
- 11) **Partner** – a natural or juridical person who has concluded separate agreements with the Organizer concerning participation in the Conference; Partners of the Conference may be patrons, co-organizers, media, representatives of the advertising, marketing or other industry, associated directly or indirectly with the subject of the Conference;
- 12) **Sponsor** – a natural or juridical person having concluded separate agreements with the Organizer related to the transfer of money to the Organizer in order to support the organization of the Conference and for self- promotional purposes;
- 13) **Investor** – a natural or juridical person who has concluded separate agreements with the Organizer concerning participation in the Conference; at once a Participant in the Conference, who takes part in meetings with other Participants of the Conference and is interested in providing financing for the activities of start-ups;
- 14) **Services** – services provided electronically as defined in the Electronic Services Provision Act of 18 July 2002 (OJ L 2013, item 1422), offered to Users by the Portal, in particular:
  - a) Registration of participation in the Conference through completion of the form located at: [www.wolvessummit.com](http://www.wolvessummit.com);
  - b) *Newsletter* – a service consisting in the Organizer delivering information about the Conference and the services offered by the Organizer;
  - c) purchase of tickets to the Conference by completing the form accessible at [www.wolvessummit.com/tickets](http://www.wolvessummit.com/tickets) and by making payment via one of the means described in section § 3. Payment of these Terms;
- 15) **Startup** – economic activity or company which registered for the Conference and was positively verified by the Organizer can participate in the Conference free of charge or purchase one of the participation tickets available. Registration terms are described in section § 2 (2).

3. Services associated with the Conference concerning *inter alia* the sale of promotional packages, patronage, sponsoring and provision of access to advertising space may be provided on the basis of other agreements executed with the Organizer.
4. The provisions of these Terms shall apply to Participants, Partners, Investors and Sponsors of the Conference, as well as to individuals and entities using the Portal.
5. The Portal and all content contained therein, regardless of the form in which they are presented, constitute the property of the Administrator. The Administrator is authorized to add new content, to modify existing content on the Portal, and also to remove such content in whole or in part. Copying and distribution of the content of the Portal, as well as any other use of its content without the prior consent of the Administrator, is forbidden.
6. The Portal may contain information about services provided by third parties. These services will be indicated by the logo or trademark of the entity providing a given service, or by the insertion of a hyperlink to the webpage of a given entity.
7. The Organizer reserves the right to conduct contests during the course of the Conference associated with the theme of the Conference. The terms and conditions for conducting contests and awarding prizes will be published on the Portal.

## **§ 2. Submission of intent to participate in the Conference**

1. Performing Registration is equivalent to submission of a declaration of will to conclude a contract with the Organizer on participation in the Conference, pursuant to these Terms. Performing Registration also indicates acceptance of the provisions of these Terms and of the rules for participation in the conference; the obligation to submit payment for participation in the Conference is also incurred upon Registration in accordance with § 3. of these Terms.
2. Participation fee does not apply to Startups. Startups register on a website [www.wolvessummit.com/why-attend/startup](http://www.wolvessummit.com/why-attend/startup). The Organizer verifies the application with the help of event Partners and together they decide to allow a Startup to participate in the Conference. Startup will receive the Confirmation of Participation via e-mail.
3. 400 Startups selected by the Organizer participate free of charge.
4. Registration should be performed not later than one day before the Conference is scheduled to begin. In case of Startup applications, Startup may register no later than 9th March 2018. The deadline may be extended according to the decision of Organizers.
5. The Ordering Party shall undertake to complete the registration form with proper and correct information.
6. The Organizer shall not bear liability for loss arising out of incorrect information entered into the registration form by the Ordering Party.
7. The Organizer shall forward Confirmation of Participation to the Ordering Party not later than 10 (ten) days of expiration of the Registration period referred to in § 2 (4). In case of selected Startups referred to in §2 (3), until 16th of March 2018.

8. Upon receiving Confirmation of Participation, the Ordering Party becomes a Participant in the Conference. Acquiring the status of Participant is dependent upon transferring payment for participation in the Conference pursuant to the provisions of § 3. of these Terms. The participation fee does not apply to a Startup which received a Participant status according to §2 (2).
9. The Organizer reserves the right to refuse to allow the Ordering Party to participate in the Conference without providing an explanation. The Organizer is under no obligation to forward information about refusal of Confirmation of Participation in the Conference to Ordering Parties who do not qualify for participation in the Conference.
10. In the event an Ordering Party does not qualify to participate in the Conference, the Organizer shall refund without delay the payment for participation in the Conference.
11. The Organizer reserves the right to publish the names of enterprises and of people participating in the Conference.

### **§ 3. Payment**

1. The Ordering Party shall be obliged to submit payment for participation in the Conference by purchasing a ticket or a package for start-ups, pursuant to the prices provided on the webpage of the Conference at: [www.wolvessummit.com/tickets](http://www.wolvessummit.com/tickets). Participation fee does not apply to Startups subject to §3 (9).
2. Timely payment of the cost of participation in the Conference is a condition of receiving Confirmation of Participation.
3. Payment for participation in the Conference should be submitted not later than the day on which Registration is closed; the Organizer reserves the right to close Registration when all of the available tickets have been sold.
4. Upon receipt of payment the Organizer shall issue a VAT invoice including a VAT rate of 23%. The invoice shall be issued within 7 (seven) days of receipt of payment by the Organizer.
5. Payment for participation in the Conference may be made at the webpage [www.wolvessummit.com/tickets](http://www.wolvessummit.com/tickets), using the following payment methods:
  - 1) PayPal;
  - 2) credit card – Visa, Maestro, MasterCard;
  - 3) the internet payment platform ti.to;
  - 4) the internet payment platform Stripe.com;
  - 5) the internet payment platform www.dotpay.com.
6. The Organizer shall bear no liability for the proper service of payment by the following operators: *PayPal (Europe) S.à r.l. et Cie, S.C.A.*; *Stripe, Inc. San Francisco, California* and by the issuers and acceptors of credit cards.
7. The Ordering Party shall undertake when making payment to provide information enabling his identification and the identification of the Conference. When performing Registration the Ordering Party shall also undertake to provide information for the

invoice.

8. The Participant is obliged to bear Confirmation of Participation, and if any doubt arises to present it at the Conference reception desk.
9. Startup shall not be charged for participation in the Conference, however in case of confirming the participation to the Organizer and failing to submit resignation 14 (fourteen) days before the Conference, Startup shall be required to pay an additional fee stated in §7 (3).

#### **§ 4. Newsletter**

1. In desiring to take advantage of the *Newsletter* service provided by the Administrator, the User of the Portal is obliged to give consent to receipt of the Newsletter by providing a current e-mail address where prompted to on the webpage [www.wolvessummit.com](http://www.wolvessummit.com) and by clicking the button confirming his desire to receive the *Newsletter*.
2. A contract for the provision of a service consisting in the delivery of the *Newsletter* is concluded at the moment the User confirms his desire to receive the *Newsletter* by clicking the activation link sent by the Administrator to the e-mail address supplied by the User.
3. The *Newsletter* service requires that the User accepts the Privacy Policy and expresses his consent to the processing of personal data pursuant to that Policy.
4. The content and distribution date of the *Newsletter* is at the discretion of the Administrator.
5. The User of the Portal may cancel delivery of the *Newsletter* at any time by clicking on the withdrawal link located in every e-mail message containing the *Newsletter* and forwarded to the User, or by directly requesting the Administrator to refrain from forwarding him further editions of the *Newsletter*.

#### **§ 5. The Great Pitch**

1. As part of the Conference, the Organizer shall organize a challenge for start-ups under the title "The Great Pitch".
2. Only selected start-ups, Participants in the Conference whose involvement in the challenge has been confirmed by the Organizer, may take part in the challenge.
3. In order to participate in "The Great Pitch" it is necessary to take the following steps:
  - 1) registration of participation in the challenge by completing the form on the website: [www.wolvessummit.com/why-attend/startup](http://www.wolvessummit.com/why-attend/startup) in case of a Startup or [www.wolvessummit.com/why-attend/scaleup](http://www.wolvessummit.com/why-attend/scaleup) in case of a Scaleup;
  - 2) expressing the will to participate in The Great Pitch while filling out the

- registration form;
- 3) attaching a pitch deck to the registration form or sending the pitch deck upon the Organizer's request during the verification process.
  4. Following initial verification the Organizer will invite selected start-ups to proceed to the next stage of the challenge. Verification shall be conducted along with the event Partners, based on the information delivered during the registration.
  5. Following initial verification, a start-up may receive an invitation to:
    - 1) participate in the further stage of The Great Pitch challenge during the Conference.
  6. Upon receiving an invitation to participate in the Conference the Participant shall receive detailed information concerning their presentation during The Great Pitch.
  7. Start-ups selected by the Organizer will make presentations at the Conference before a jury composed of experts in the areas of new technologies.
  8. The jury will select the start-ups which qualify for the final, and which will again give their presentations on the main stage during the final day of the Conference.
  9. The awards are as follows: a media package and access to the Wolves Summit network. The Organizer reserves the right to announce additional prizes, which do not have to be used by a Startup.
  10. Detailed information about The Great Pitch, including the number of start-ups which are qualified for the final, will be published on the webpage of the Organizer at [www.wolvessummit.com](http://www.wolvessummit.com).

## **§ 6. Particular provisions regarding agreements with consumers**

1. Recording, securing, provision of access and confirmation of the content of the contract concluded with the Organizer for participation in the Conference on behalf of a Participant who is also a consumer shall be performed via forwarding to the Participant an e-mail message containing confirmation of the conclusion of a distance contract pursuant to the Consumer Rights Act of 30 May 2014 (OJ L 2014, item 827).
2. A ticket entitling the holder to participation in the Conference is forwarded in electronic form in a PDF file. The file containing the ticket can be opened using the software *Acrobat Reader XI*. The Participant may print the ticket himself, or may save it on a device equipped with the aforementioned software.
3. Pursuant to Art. 38 (12) of the Consumer Rights Act of 30 May 2014, a Participant who is a consumer does not have the right to withdraw from the distance contract concluded with the Organizer.
4. In the event a Participant who is a consumer files a complaint in respect of the quality of the services offered by the Organizer, and the Organizer dismisses the claim, the Participant may then make use of extrajudicial means of reviewing the

complaint and pursuing claims.

5. Extrajudicial means of reviewing complaints and pursuing claims are, *inter alia*:
  - 1) proceedings before the permanent consumer tribunal at the Trading Standards Authority;
  - 2) an application for the initiation of mediation proceedings submitted to the provincial inspector of the Trade Standards Authority;
  - 3) intervention of the county (municipal) consumer ombudsman or a non-governmental organization whose statutory tasks include consumer protection (e.g. *Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich*);
  - 4) settling of disputes by means of Online Dispute Resolution by entities conducting ODR.
6. Detailed information concerning possibilities for the use of extrajudicial complaint review and pursuit of claims, as well as the rules governing access to such procedures, are available in the offices and on the webpages of county (municipal) ombudsmen, non-governmental organizational whose statutory tasks include consumer protection, and the Provincial Inspectors of the Trade Standards Authority.

### **§ 7. Withdrawal of participation in the Conference**

1. In the event of withdrawal from participation in the Conference, the Participant is not entitled to a refund of the registration fee.
2. The Participant may transfer the rights acquired upon purchase of the ticket and/or package for start-ups to another entity. In order to conclude formalities related to such a transfer, it is necessary to contact the Organizer at the following e-mail address: [info@wolvessummit.com](mailto:info@wolvessummit.com).
3. Startup qualified to participate in the Conference commits by a separate agreement with the Organizer to be present at the Conference. Startup can resign up to 14 days before the Conference begins. Otherwise the resignation results in charging a fee of 500 EUR by the Organizer.

### **§ 8. Additional information about services provided electronically**

1. The Administrator warrants that the telecomputer system he uses will function in such a manner as to allow every User of the Portal to cease using the Service without incurring charges at any time.
2. The Administrator warrants that the telecomputer system he uses will function in such a manner as to prevent access by unauthorized persons to the content of the transmissions constituting the Service, in particular with the use of encryption.
3. The Administrator shall ensure the explicit identification of the parties to the service

provided electronically, as well as confirmation that the User has commenced using the Services described in § 1(2)(14) of these Terms.

4. The Administrator states that the use of electronically provided services is associated with risk. Potential threats associated with the use of such services, as well as means and steps which can minimize them, are described in the Appendix to these Terms.
5. Current information about the functions and the objective of software and data which does not constitute a component of the content of Services and is introduced into the telecomputer system used by the User (cookies) can be found in the Privacy Policy.
6. In order to use the Services, the User of the Portal should fulfil the following technical requirements necessary for accessing the Administrator's telecommuter system:
  - 1) web browser: Internet Explorer version 10 or later, Opera version 12.1 or later, Firefox version 16 or later, Google Chrome version 26 or later, or Safari 6.1 or later, with JavaScript and cookies activated;
  - 2) possess an e-mail account.
7. The Administrator does not warrant the proper functioning of the telecomputer system on mobile devices.

### **§ 9. Duties of Participants**

1. Submitting notification of participation in the Conference or the purchase of a ticket to the Conference constitutes acceptance of these Terms. Participants are obliged to familiarize themselves with these Terms.
2. The Participant shall bear the cost of travel to the Conference and other costs of stay.
3. During the Conference the Organizer may make photographic and video recordings. Participation in the Conference constitutes consent to the use of the Participant's image, including of delegates in informational and promotional materials of the Organizer and Sponsors. An individual who does not wish to give such consent is



obliged to inform the Organizer of such via e-mail to: [info@wolvessummit.com](mailto:info@wolvessummit.com), immediately upon completing Registration or purchasing a ticket.

4. The Organizer shall not bear any liability for damage for which Participants are at fault during the Conference. The Participant in the Conference shall bear full legal and material responsibility for losses resulting from his actions or omissions.

#### **§ 10. Changes and cancellation of the Conference**

1. The Organizer reserves the right to make changes to the Conference. In particular, these changes may concern: the location of the Conference, its duration, the Conference programme, and Conference packages for Participants.
2. The Organizer reserves the right to cancel the conference at any time, without giving cause.
3. In the event of the occurrence of the circumstances described in (1) or (2) above, the Organizer shall publish the relevant information on the Portal and shall inform Participants via e-mail, text message (SMS) or by telephone at the number supplied by the participant in the registration form.
4. The Organizer shall not reimburse lost profits nor any other costs incurred by the Participant in conjunction with the changes referred to in (1) and (2) above.
5. The Organizer shall refund registration fees to Participants within 14 (fourteen) days of the date on which the decision is taken to cancel the Conference and Participants are informed of such.

#### **§ 11. Duties of the Administrator**

1. The Administrator shall engage in all reasonable efforts to ensure the uninterrupted operation of the Portal, however, the Administrator shall bear no liability for disruptions in the functioning of the Portal caused by malfunction, force majeure or unauthorized interference of Users.
2. In special cases involving the security or stability of the telecomputer system, the Administrator has the right to temporarily cease or restrict the provision of electronic services without advance notice given to users of the Portal. IN particular, the Administrator may conduct maintenance work intended to restore the security and stability of the telecomputer system. The User of the Portal shall not be entitled to any claims in conjunction with the temporary or permanent cessation of the provision of electronic services by the Administrator.
3. The Administrator also has the right to cease providing electronic services at any time if a justified demand to do so is made by an internet service provider or another authorized entity. Without prejudice to the relevant legal regulations and these Terms,

the Administrator shall not bear liability for losses resulting from the faulty operation of a transmission system, including for equipment failures, delays and disruptions in the transfer of information.

4. The Administrator shall not bear liability for the content of webpages accessed via links placed on the Portal. The Administrator declares that he has no influence over the content of such webpages, nor does he undertake to verify it.

## **§ 12 . Personal Data Protection**

1. The Administrator is the administrator of personal data supplied by the User of the Portal when using the Services.
2. Particular rules concerning the collection and processing of personal data of Users of the Portal, including of Ordering Parties and Participators in the Conference, are set forth in the [Privacy Policy](#).

## **§ 13 . Complaints**

1. The User of the Portal has the right to submit complaints regarding the Services provided by the Organizer.
2. A complaint regarding Services may be submitted by e- mail sent to [info@wolvessummit.com](mailto:info@wolvessummit.com). In order to hasten the process of reviewing complaints, the complaint submission should contain a short justification of the complaint and contact information to the person submitting the complaint, including name and surname, telephone number, and physical or address e-mail address.
3. The Administrator shall undertake to review complaints on the Services as quickly as possible, not later than within 14 days, and shall forward a response in writing or to the e-mail address provided in the complaint submission.
4. All complaints concerning the Conference should be addressed to the Organizer in writing via registered letter to the address of the Organizer's seat, or via e-mail to [info@wolvessummit.com](mailto:info@wolvessummit.com) not later than 7 (seven) days after completion of the conference.
5. The Organizer shall undertake to review complaints on the Conference as quickly as possible, not later than within 30 (thirty) days, and shall forward a response in writing or to the e-mail address provided in the complaint submission.

## **§ 14. Final provisions**

1. The Administrator reserves the right to introduce changes to the content of these Terms. The Administrator shall inform of all changes to these Terms seven days in advance on the main page of the Portal.

2. Users who do not accept the changed provisions of these Terms should cease to use the Portal and the Services provided by it.
3. These Terms and Conditions shall be in effect from 11th December 2017.

**Information about particular threats associated with the use of services provided electronically**

In performance of the duty placed on him by Art. 6(1) of the Electronic Services Provision Act of 18 July 2002 (OJ L No. 144, item 1204 with amendments), the Administrator hereby informs of the particular threats associated with the use of services provided electronically.

This information concerns threats which may arise only potentially, but which should be taken into consideration regardless of the measures taken by the Administrator to protect the Administrator's infrastructure from the unauthorized activity of third parties.

Among the primary threats associated with using the Internet are:

- malware – various applications or scripts of a damaging, criminal or malicious impact on the telecomputer system of an internet user, such as viruses, worms, Trojans, key loggers, dialers;
- spyware – software which tracks the activities of a user, which collects information about a user, and sends it – generally without the user's knowledge or consent – to the author of the software;
- spam – unwanted and unordered electronic correspondence sent to many recipients simultaneously, often containing commercial messages;
- phishing – fraudulently obtaining personal information (e.g. passwords) by pretending to represent a trustworthy person or institution;
- breaking into telecomputer systems by the use of such tools as *exploit* and *rootkit*.

In order to avoid the aforementioned threats, a user should equip his computer and other electronic devices used to connect to the internet with anti-virus software. This software should be maintained on an ongoing basis.

Users of services provided electronically may also protect themselves from associated threats by:

- employing a firewall,
- updating all software,
- not opening e-mail attachments from an unknown source,
- carefully reading the installation notices of software, including licenses,
- disabling macros in MS Office files from unknown sources,
- regularly running system scans with anti-virus and anti-malware software,
- encrypting data transmissions,
- installation of protective software (detection and prevention of unauthorized access),
- using original systems and software from legal sources.