

Załącznik nr 3 do Uchwały Zarządu Fundacji Candela nr 1/2025

Regulations for the payment of registration fees for the events organized by the Candela Foundation (dated 04.03.2025)

§1 Preliminary information

- 1. The present regulations define the terms and conditions regarding the fees for participation in the event organized by the Candela Foundation.
- 2. Participating in the events organized by the Foundation requires filling out the Form and paying the requisite fee according to the conditions specified in the present regulations.
- 3. Every participant is obligated to review and accept these regulations before completing the Registration Form.

§2 Definitions

The terms referred to in the present Regulations shall have the following definitions unless clearly specified otherwise:

- 1. **E-mail Address** the Organizer's e-mail address: hello@candela.org.pl and events@candela.org.pl.
- 2. **Consumer** meaning a natural person who is a User and performs a legal act together with the Organizer, the subject of which is not directly related to his or her business or professional activity.
- 3. **Entrepreneur** meaning a natural person who is not a Consumer or is a legal entity or business unit described in art. 43(1) of the Civil Code, who is a User.
- 4. Client refers to a Consumer and Entrepreneur collectively.
- 5. **Organizer** the Foundation.
- 6. **Fee or Conference Fee** the amount payable to the Foundation, the payment of which is a mandatory requirement for participation in the Event.
- 7. Foundation or Candela the Candela Foundation with its seat in Warsaw (03-822), ul. Grochowska 357/513, listed in the National Register of Associations, Other Social and Professional Organizations, Foundations and Public Health Care Units, under KRS number: 0000885495, and the Tax Identification Number: 1133028363, National Official Register of Business Entities (REGON): 388293056, National Official Register of Business Entities (DUNS): 679296691, and the National Official Register of Business Entities (NCAGE): 9AHKH,
- 8. Regulations the present Regulations,
- 9. Event Regulations regulations for participating in the Event, published on the Event Website.
- 10. **Code of Conduct** a set of rules, norms and guidelines describing which behaviors are acceptable and which are not during events organized by the Foundation. The contents of the Code of Conduct are published on the Event Website.
- 11. **Form** the digital Event registration system provided by the Organizer on the website, available at participate.oecs19.pl/rejestracja.
- 12. Organizer Website the Foundation's website, available at: candela.org.pl.
- 13. Event Website the website associated with the given Event, available at www.oecs19.pl/.
- 14. **User** person using the Form to register for participation in the Event.
- 15. **Event** the Conference on Optics of Excitons in Confined Systems organized by the Foundation, which will take place on 14-18 July 2025.

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- 16. **Co-organizer or Co-organizers** legal person or persons involved in the Event organization. The full list of co-organizers shall be published on the Event website.
- 17. Foundation Board the body appointed for the purpose of representing the Foundation.

§3 Registration Process and the Form

- 1. The Form is aimed at Users who are Consumers or Entrepreneurs wishing to register for the Event.
- 2. Before completing the Form, the User is obligated to acknowledge the Regulations and any other supplementary information available on the Event Website by the Organizer.
- 3. Use of the Form requires meeting the following technical conditions:
 - 1. Access to an Internet connection (cable or wireless).
 - 2. A web browser that allows access to the contents of the Form, (use of the latest version of the browser is recommended).
 - 3. Enabling Cookies in the web browser.
- 4. The User pre-registers for the Event by completing the Form.
- 5. A confirmation sent to the User's e-mail address provided in the Form shall constitute confirmation of the completion of the Form. The confirmation contains a unique number enabling the User to be identified.
- 6. By completing the Form, the User shall choose to settle payments with the Foundation as a Consumer or an Entrepreneur.
- 7. After completing the Form, the User shall receive a confirmation informing them of any due Fees.
- 8. The User shall pay in accordance with the selected payment method.
- 9. As confirmation of successful registration to the Event, the User shall receive an invoice confirming the payment of the Fee.
- 10. The Foundation shall not be held liable for any data the User entered wrongly on the Form or for the User changing the data on the Form, in particular address data.
- 11. Should the User notice an error in any data they entered after having confirmed their order, the User should contact the Foundation immediately.
- 12. Payment of the due Fee (confirmed by receiving an invoice) grants entry to the Event throughout its entire course, i.e., according to the information posted on the Event Website.
- 13. It is forbidden to use bots or other automated ICT tools enabling registering to the Event without the User's involvement. The Foundation reserves the right to cancel any registration performed with forbidden tools.

§4 Fee

- 1. Information regarding the Fee due shall be published on the Event Website and in the Form.
- 2. The prices stated in the Form are provided in the Polish Złoty in gross amounts (including VAT).
- 3. The Foundation reserves the right to change the due Fees depending on the time of registration, type of participation (e.g. individual participant, institution member, students), and the available discounts and promotions.
- 4. The Fee for Event participation includes all benefits mentioned in the Event offering as described on the Event Website.

§5 Payment Methods and Dates

- 1. Fees for Event participation shall be payable only via the payment methods indicated by the Foundation, such as:
 - 1. Bank transfer to the account number indicated by the Foundation,
 - 2. Online payment (including paying by credit or debit card: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro) via the PayNow, PayPal, and tPay systems.

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- 2. In case of choosing payment via bank transfer, excluding the provisions stated in section 3, the payment shall be due within 14 calendar days from the date of completing the Form.
- 3. In case of choosing payment via bank transfer and requesting a proforma invoice, the payment term shall be specified on the proforma invoice. The proforma invoice shall be sent in PDF form to the e-mail address specified in the Form.
- 4. In case of payment by bank transfer, any extra costs related to the completion of the payment, including bank fees and international transaction fees, shall be covered by the sender. The Foundation shall not be held liable for any extra fees charged by the participant's financial institutions.
- 5. Should the Fee not be paid within the time frame provided on the proforma invoice, the Fee for participating in the Event shall be charged again according to the then-current price list, which may differ from the original Fee.
- 6. In case of selecting online payment, the payment shall be due within 14 days of completing the
- 7. In case of selecting online payment, failure to send the payment within the provided time frame shall result in an automatic cancellation of the submission and booking for the Event.
- 8. A participant who fails to send the payment on time may register for the Event again, provided there are available spots remaining.

§6 Refunds, withdrawals

- 1. In the event of withdrawing from participating in the Event, a refund shall be possible only under the following conditions:
 - 1. Up to 60 days before the date of the Event refund equal to 100% of the amount paid,
 - 2. Up to 30 days before the date of the Event refund equal to 50% of the amount paid,
 - 3. Less than 30 days before the date of the Event refunds do not apply.
- 2. To receive the refund, it is mandatory to send a correctly filled out Refund Declaration to the E-mail Address within the time limit specified in section 1. The template for the Refund Declaration can be found in Appendix 1 to the Regulations.
- 3. The refund will be applied within 14 business days from the day the Foundation receives a properly filled out Refund Declaration.

§7 Cancellation, Change of Event Date or Venue

- 1. In case of cancellation of the Event or change of the Event date or venue by the Foundation, the Fee shall be refunded to the participants in full.
- 2. The Foundation shall not be held liable for any other costs incurred by the participants (for example transportation costs, accommodation) and, in the case of events described in section 1, shall not be the entity from which one can seek reimbursement.

§8 Complaints

- Any complaints filed by Clients against the Foundation should be submitted via an e-mail sent to the E-mail Address and contain the following: first and last name of the person filing the complaint, mailing address, e-mail address, phone number, subject of the complaint, date of the Event, and factual circumstances justifying the complaint.
- 2. The Client may submit their complaint no later than within 3 days of the Event's conclusion.
- 3. After the above time has elapsed, no complaints shall be taken into account.
- 4. The Foundation shall review the complaint within 14 calendar days from the day of submission and communicates its resolution to the person filing the complaint by sending an e-mail to the address the complaint was sent from.

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5. The Client has the right to use non-judicial procedures for complaint handling and claim assertion. To that end, he or she may submit a grievance through the EU's online ODR platform, available at: http://ec.europa.eu/consumers/odr/.

§9 Consumer-Related Provisions

- 1. The provisions found in section 9 pertain only to Consumers.
- 2. In line with the provisions of the Civil Code, Users who simultaneously are Consumers have the right to withdraw from a contract concluded remotely without stating a reason within 14 calendar days from its conclusion if the Event has not taken place within this time. In order to exercise the right to withdrawal, the Participant must send a Refund Declaration (the template of which is attached as Appendix 1 to the Regulations) to the e-mail address indicated by the Foundation.
- 3. Detailed information regarding the Consumer's possibility to utilize non-judicial procedures for complaint handling and claim assertion, as well as access to these procedures, are available at the offices and on the websites of district (municipal) consumer advocates, social organizations whose statutory activity includes consumer protection, Regional Inspectorates of Trade Inspection, and at the following web addresses of the Office of Competition and Consumer Protection:
 - http://www.uokik.gov.pl/spory_konsumenckie.php; http://www.uokik.gov.pl/sprawy_indywidualne.php; and http://www.uokik.gov.pl/wazne_adresy.php.
- 4. The Consumer has the following exemplary non-judicial means of complaint handling and claim assertion:
 - 1. The Consumer is entitled to request a Permanent Arbitration Consumer Court, as referred to in Article 37 of the Act of December 15, 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), to resolve a dispute arising from the Contract concluded with the Foundation.
 - 2. The Consumer is entitled to request the Regional Inspector of Trade Inspection, according to Article 36 of the Act of December 15, 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), to initiate mediation proceedings for an amicable settlement of a dispute between the Consumer and the Foundation.
 - 3. The Consumer is entitled to free assistance to settle a dispute between him or her and the Foundation while also receiving free assistance from a district (municipal) consumer advocate or social organization whose statutory activity includes consumer protection (including the Consumer Federation (Federacja Konsumentów) and the Association of Polish Consumers (Stowarzyszenie Konsumentów Polskich)).

§10 Invoicing

- 1. The Foundation shall issue a VAT invoice to every Participant, confirming the payment of the Fee.
- 2. The Form contains fields for the collection of information necessary for creating the invoice.
- 3. The invoice shall be issued and sent to the e-mail address indicated on the Form no later than within 14 days of sending the payment.
- 4. By registering for the Event, the User consents to receive invoices in electronic form (PDF file) sent to the e-mail address indicated on the Form. This consent is in line with Article 106n (1) of the Act on Value Added Tax of March 11th, 2004 (i.e. Journal of Laws 2022, item 931, as amended).

§11 Rights and Obligations of the Clients

- 1. The Client is obligated to:
 - 1. Use the Form according to provisions of the law, the Regulations and principles of good conduct.

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- 2. Provide their real personal and payment information.
- 3. Review the regulations of the Event he or she registers for.
- 4. Not use the Form for false or fraudulent registration or any other unlawful acts.
- 2. The Foundation has the right to reject a registration in cases where the Client violates the Regulations.
- 3. The Foundation cautions that it will inform the relevant authorities of illegal activities (such as hacking or fraud) and reserves the right to assert damages claims by means of civil proceedings.
- 4. Any services ordered independently by the Client from third parties in connection to the Event the Client had registered for, including tourist, hotel, and accommodation services, are organized at the Client's own risk. The Organizer shall not be held liable by the Client for their inability to use these services.

§12 Final Provisions

- 1. The Foundation reserves the right to alter the Regulations. The changes shall be enforced from the moment of their publication on the Event Website.
- 2. Any dates expressed in days referred to in the Regulations shall be understood as calendar days, unless otherwise indicated.
- 3. The Regulations in effect on the date of completing the Registration Form shall apply in relation to all matters related to the fee for participating in the Event.
- 4. In matters not regulated by the present Regulations, provisions of the Civic Code and other applicable provisions of Polish law shall apply.
- 5. In the event of disputes with a User, the court having jurisdiction for their resolution will be the court having jurisdiction over the Foundation's seat.
- 6. When the court having jurisdiction affirms the invalidity of some of the provisions of the Regulations, it shall not affect its remaining provisions, which in such a case will remain in force.
- 7. The opinion of the Foundation Board shall be decisive regarding the interpretation of the Regulations.
- 8. If PayNow is selected as the payment method, the entity responsible for processing and providing the online payment service is AutoPay S.A.

Appendix 1 - Refund Declaration

WITHDRAWAL / REFUND FORM*
(to be completed and sent to the Organizer's e-mail address)

Date (DD-MM-YYYY)

First Name:
Last Name: I hereby withdraw from the ticket purchase contract*
hereby declare I wish to return my ticket*: Event Name:
Date of Contract Conclusion:
Name and number of the bank account to which the refund should be made:
Name and number of the holder of the bank account to which the refund should be made:
Signature
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