
TERMS AND CONDITIONS OF VI EUROPEAN LABOUR MOBILITY CONGRESS

§ 1 General Provisions

1. 6th European Labour Mobility Congress (hereinafter referred to as: „**6th ELMC**”, „**Congress**”) takes place on 14-15 March 2019 in ICE Krakow Congress Centre (hereinafter referred to as: „**Facility**”).
2. The 6th ELMC is organised by the Labour Mobility Initiative Association based in Krakow at the following address: Plac Wolnica 13/10, 31-060 Krakow, entered into the Register of Associations, Other Social Organisations and Professional Foundations, and Independent Public Health Care Centres, kept by District Court for Kraków-Śródmieście in Krakow, 11th Commercial Division of the National Court Register KRS under the KRS number 0000480239, Polish Tax Identification Number NIP: PL6762470670, National Business Registry Number (REGON): 122976235 (hereinafter referred to as: „**Organiser**”, „**Association**”).
3. Co-organisers of the 6th ELMC are: Ministry of Entrepreneurship and Technology, Ministry of Foreign Affairs and European Commission (hereinafter referred to jointly with the Association as “**Organisers**”).
4. These Terms and Conditions determine the rules of participation, terms of organisation, as well as rights and obligations of the Participants and Organisers of the 6th ELMC.
5. Participants are obliged to read and comply with its provisions as well as with the rules and regulations, and provisions applicable in the Facility where the Congress takes place.
6. Congress Program, its planned course, organisational information, as well as any modifications in this terms are published on the Congress website www.ekmp.pl / www.elmc.eu (hereinafter referred to as: „**Congress Website**”).
7. Participants of the Congress are:
 - a. A member of the Association or any other natural person who registered their participation in the Congress and paid the due fee, unless they were exempted from payment in whole or in part by the Organiser, and the participation of whom was approved and confirmed by the Organiser (“**Ordinary Participant**”).
 - b. **Speaker** - natural person invited by the Organiser to perform during the Congress or who submitted a speech prepared by themselves to be performed during the Congress, and the Organiser approved the subject and content of the speech.

- c. **Media Representative** – natural person who registered their participation in the Congress as representative of press, radio, television or electronic media, and the Organiser approved their participation by granting them accreditation.
 - d. **Guest of Honour** – natural person invited by the Organisers to participate in the Congress due to their function in public institutions, merits of this person or the entity they represent in terms of promotion and support of the labour mobility and the freedom to provide services in the EU or due to their special relationship or cooperation with the Association.
- 8. Partners and Patrons** of the Congress are natural persons or organisational entities and institutions supporting the organisation of the Congress in the substantive, organisational or financial aspect. The current list of Partners and Patrons of the Congress is available in the appropriate tab on the Congress Website.

§ 2 Conditions for participation

1. The condition for participation in the Congress is registration via registration form available on the Congress Website (hereinafter referred to as: „**registration system**”) and paying a conference fee (if applicable in accordance with § 3 of these Terms and Conditions) within the determined payment deadline, as well as the approval of the participation by the Organiser in the registration system.
2. In order to make registration in the system, it is necessary to provide in the form the following information that is truthful and correct:
 - a. name and surname, e-mail address, telephone number, institution/affiliation/organisation represented by the Participant;
 - b. invoice details (if applicable);
 - c. consent to the processing of personal data by the Organiser, in accordance with the declaration included in the form.
3. After registration the Participant of the Congress will receive an automatically generated confirmation of the notification of registration at the provided e-mail address. Upon receipt of the confirmation of the approval of registration, the Participant is obliged to pay the participation fee within 7 days based on the generated pro-forma invoice.
4. The successful completion of the registration process will be confirmed with an appropriate message sent to the e-mail address provided in the registration form.
5. Within 14 days following the registration, the Organiser may refuse the participation in the Congress. The refusal is made via e-mail sent to the address provided in the registration form. A person whose participation was refused by the Organiser will not be allowed to participate in the Congress. If this person paid the conference fee, the Organiser will refund the fee paid.
6. The participation in the Congress is possible in person, i.e. only by the person signed in the registration form. In particularly justified cases, the Organiser may agree to replace the Participant with another person indicated by them.

7. Organiser issues for the Participants certificates confirming the participation in the Congress only for the participation in the workshops on the second day. It is possible to issue a joint certificate for participation on day 1 and day 2. Organiser does not issue certificates confirming participation only on the first day. Certificates are issued at the request of the Participant sent to the following e-mail address: kontakt@ekmp.pl.

§ 3 Conference fee

1. Congress consists of free and paid events for Participants.
2. Speakers, Guests of Honour, representatives of media and public administration are entirely exempt from paying for participation in the Congress (hereinafter referred to as: „**Conference Fee**”). Organisers may as well decide to exempt from paying conference fee other selected Participants.
3. Participation in the plenary session on 14 March 2019 and Civil Society Dialogue on 15 March 2019 is free of charge for all Participants.
4. Condition for participation in the paid parts of the Congress is paying conference fee within the time limit indicated in the pro-forma invoice issued, no later, however, than on the last day of registration for the Congress, i.e. 13 March 2019, by bank transfer to the bank account of the Organiser or on-line via the dedicated “PayU” system.
5. Participation in the banquet on 14 March 2019 is paid for the Participants for whom the conference fee is applicable in accordance with § 3 of these Terms and Conditions, with the exception of the Members of Association who are exempt from paying for the participation in the banquet. Fee amounts to - 200 PLN or 50 EUR net (+23% VAT).
6. The date of payment of participation fee is the date of registering of the fee paid on the bank account of the Organiser.
7. Organiser is entitled to not to allow the Participant to participate in the Congress in the event of failure to pay the entire conference fee within the prescribed time limit.
8. Fee for participation in the Congress amounts to:
 - a. for a Member of the Association who paid at least two membership fees or has the status of Supporting Member or Honorary Member of Association:
 - 800 PLN or 200 EUR net (+ 23% VAT)
 - b. for researchers:
 - 300 PLN or 75 EUR net (+ 23% VAT) in the case of registration between the date of the beginning of registration and 28 February 2019
 - 400 PLN or 100 EUR net (+ 23% VAT) in the case of registration between 1 March 2019 and 13 March 2019
 - c. for other Participants of the Congress:
 - in the case of registration between the date of the beginning of registration and 28 February 2019 – 1600 PLN or 400 EUR net (+ 23% VAT)

- for second, third and fourth person from the same enterprise the fee in the same period of time amounts to – 1200 PLN or 300 EUR net (+ 23% VAT). In the case of registering 5 participants, participation fee amounts to - 6000 PLN or 1500 EUR net (+ 23%) and there is no additional fee for participation in the banquet on the first day of the Congress.
 - in the case of registration between 1 March 2019 and 13 March 2019 – 1800 PLN or 450 EUR net (+ 23% VAT), whereas for second, third and fourth person from the same enterprise the fee in this period of time amounts to – 1400 PLN or 350 EUR net (+ 23% VAT). In the case of registering 5 participants, participation fee amounts to - 7000 PLN or 1750 EUR net (+ 23%) and there is no additional fee for participation in the banquet on the first day of the Congress.
 - d. People associated in the Partner Organisations are entitled to 20% discount on the fees specified in section c above.
 - e. In particularly justified cases, the Organiser can grant the selected Participants specified discount on participation fees.
9. Number of free tickets for Participants specified in § 3 sections 2 - 3 is limited. Organiser decides about their distribution.
 10. Upon the request of the Participant, the Organiser issues VAT invoice documenting payment of conference fee and sends it to the e-mail address provided at the registration. Bills are issued based on details provided in the registration form.
 11. There is a possibility of issuing a joint bill for the participation of several people in the Congress, as well as splitting the conference fee of one person between two entities. Each time it requires contact with the Organiser and providing proper details.
 12. Upon registration, every Congress Participant receives conference materials and a personal ID badge issued by the Organiser.

§ 4 Resignation from participation

1. Congress Participant may, at the latest 7 days before the planned date of the Congress, resign from the participation in the Congress without paying any fees. In the case of payment of the conference fee, it will be returned to the indicated bank account within 14 days.
2. Informing the Organiser about the resignation after the above-mentioned date does not exempt from the obligation to pay the conference fee, and if it has already been paid, it is not refundable.
3. Declaration of resignation from participation in the Congress should be submitted via e-mail to the following address: rejestracja@ekmp.pl / registration@elmc.eu or in writing to the Organiser's address indicated in § 1 section 2 of the Terms and Conditions.

§ 5 Complaints

1. Any complaints concerning the participation in the Congress should be submitted via e-mail or registered mail to the Organiser's address specified in § 1 section 2 of these Terms and Conditions, within 7 days following the date of the end of the Congress.

2. Complaints will be considered by the Organiser within 30 days from the date of their receipt, and the response will be sent in written form or via e-mail to the address indicated by the person submitting complaint.

§ 6 Organisation and Safety

1. It is forbidden to bring to the Facility objects dangerous or that may pose threat for people remaining there, and in particular: weapons, explosive, pyrotechnic and flammable materials, alcoholic beverages, narcotics and psychotropic substances.
2. It is also forbidden to have glass or metal, heavy and sharp items, large luggage, umbrellas and other items that can cause accidents or injury, in the facility. Such items should be deposited in the cloakroom.
3. Organiser reserves the right to carry out a personal inspection with the use of metal detectors by qualified subcontractor in order to ensure the safety of the event.
4. Access to the Facility is restricted only to the approved Participants, referred to in § 1 section 6 of these Terms and Conditions. Every Participant is obliged to present the ID badge upon request of the Organiser's representative.
5. In the case of losing the ID badge, it is possible to obtain a duplicate in accordance with the instructions of the Organiser, after prior verification of the Participant's identity.
6. Participants are obliged to comply with the health and safety regulations as well as fire safety regulations applicable in the Facility. Rules and Regulations of the Facility are available at <http://icekrakow.pl/pliki-do-pobrania>.
7. Organiser sets the program of the event, and it reserves the right to modify it also in the course of the event, as well as to modify schedule, length, order of speeches, and the speakers themselves. Participant is not entitled in such case to any compensation from the Organiser.

§ 7 Media

1. Participation of the media representatives is free of charge. The condition for such participation is to obtain accreditation from the Organiser.
2. The condition for a free participation of a media representative in the congress is registration for the event via the registration system.

§ 8 Personal data protection and image

1. Controller of the Participant's personal data is the Organiser indicated in § 1 section 2 of the Terms and Conditions.
2. Personal data of the Participants is processed for purposes related to the organisation of the European Labour Mobility Congress in a manner necessary to carry it out properly.

3. The basis for data processing is the consent expressed by the Participant at the registration in the system. Participant is entitled to the access to their data, its modification, rectification, and limitation of processing or deletion.
4. Personal data is processed for the period of time necessary for the organisation and settlement of the current and further editions of the event.
5. By registering, the Participant agrees to the recording and publication of their image, free of charge, in promotional materials and on the websites of the Congress and the Association.
6. Organiser takes care of positive use and publication of the image of people being the Congress Participants and undertakes to comply with the provisions of law applicable in this term.
7. Participant of the Congress is entitled to withdraw their consent at any time. The withdrawal remains without effect on the processing of personal data made based on the consent before its withdrawal.
8. Participant of the Congress is entitled to lodge a complaint with the supervisory body.
9. Providing personal data is voluntary, however, giving consent to the processing of personal data is necessary in order to allow for the participation in the Congress.
10. Participant can express consent to the processing of the personal data for marketing and promotional purposes, related to the organisation of the current and future editions of the European Labour Mobility Congress.
11. In the case of registration of more than one person, the person making the registration declares that is entitled to use appropriate personal data of registered people.

§ 9 Final Provisions

1. Registering in the system is synonymous with reading and accepting the provisions of these Terms and Conditions.
2. In the case when Congress does not take place due to reasons attributable to the Organiser, the Organiser shall immediately return participation fees paid by the Participants. Participants of the Congress are not entitled to compensation for benefits lost due to this event.
3. In the event that the Congress does not take place for reasons for which the Organiser is not responsible, the Participants of the Congress are not entitled to the compensation.
4. Organiser does not cover costs of transport and accommodation of the Participants of the Congress or any other costs related to the participation in the event.
5. Any dispute arising from the participation in the congress will be settled amicably in the first instance.
6. In the case of any doubts as to the interpretation, the binding version is the wording of the Terms and Conditions in Polish.
7. Organiser reserves the right to the modification of these Terms and Conditions, which enter into force on the date of the publication of its updated version.
8. These Terms and Conditions enter into force on 1 January 2019.
9. In matters not covered by these Terms and Conditions, the relevant provisions of Polish law shall apply.