

GENERAL ASSEMBLY 2023 REGULATIONS

§ 1

DEFINITIONS

- The Organiser** Stowarzyszenie Jakości Systemów Informatycznych (Polish Testing Board) with its registered office in Warsaw (00-680) at 16 Poznańska Street, premises 4, entered in the Register of associations, other social and professional organisations, foundations and public health care centres, kept by the District Court for the capital city of Warsaw in Warsaw, XII Economic Division of the National Court Register under KRS number: 0000175199, holding the NIP number: 5272426649 and the REGON number: 015596805.
- Participant** A natural person of full legal age delegated by the ISTQB® National Council to receive an entry pass in accordance with the provisions of these Regulations.
- Entrance Pass** A document issued by the Organiser after the Participant has registered at <http://istqbga2023.sjsi.org/> The Entrance Pass entitles the Participant to attend the ISTQB® General Assembly.
- General Assembly** "General Assembly 2023" organised by the Organiser on 17-23 April 2023, to be held at the Hotel Zamek Topacz Resort & Art SPA, Śleza 12 Główna Street, 55-040 Kobierzyce.

§ 2

GENERAL PROVISIONS

1. These Regulations set out the conditions for participation in the General Assembly, as well as the rights and obligations of the Organiser and the Participants.
2. All important information about the General Assembly, including any notices of amendments to these Regulations, shall be published at <https://istqbga2023.sjsi.org>.

§ 3

CONDITIONS FOR PARTICIPATION

1. Participation in the General Assembly is free of charge. Entrance Pass for the General Assembly may only be acquired by eligible ISTQB® members who have been delegated by the relevant ISTQB® National Council to attend the General Assembly.
2. Participation in the General Assembly is only possible on the basis of Entrance Pass. Entrance Pass may be acquired through registration at <https://istqbga2023.sjsi.org>.
3. Registration shall start on 2 January 2023 and shall continue until 10 April 2023. To register, go to <https://istqbga2023.sjsi.org>, correctly fill in the registration form and provide the necessary personal data. Then tick the statement of acceptance of

the provisions of these Regulations. The registration process is completed by pressing the "Register" button, which is visible at the very bottom of the page.

4. The completion of registration for the General Assembly shall be confirmed by the Organiser by an e-mail sent to the e-mail address provided during registration. The Organiser shall confirm the fact of registration no later than within 14 days of receiving the registration form. Persons whose registration is confirmed by the Organiser shall receive an Entrance Pass from the Organiser upon arrival at the General Assembly. Participants of the General Assembly are required to hold the Entrance Pass at all times during the General Assembly.
5. Any registration applications (including the information contained therein) sent by unauthorised persons shall be deleted immediately by the Organiser.

§ 4

ORGANISER'S BENEFITS

1. Entrance Pass to the General Assembly shall provide:
 - admission to ISTQB Working Group meetings;
 - voting (entitled persons) within the General Assembly;
 - receipt of the so-called "Welcome Pack" from the Organiser;
 - booking accommodation between 17 April 2023 and 23 April 2023 by the Organiser, according to the details provided in the registration form, at the Hotel Zamek Topacz Resort & Art SPA;
 - lunch on each day of the General Assembly served at the Hotel Zamek Topacz Resort & Art SPA;
 - the possibility of free participation in a tourist event ordered by the Organiser for the Participants of the General Assembly (a trip to the Książ Castle) by a professional tourist services provider;
 - an invitation to the gala dinner after the GA (free for voters, WG chairs and vice-chairs, paid for other GA participants).
2. The Organiser shall not:
 - cover the costs of accommodation (the Organiser only makes the booking of accommodation), food and any other services provided by the Hotel Zamek Topacz Resort & Art SPA to the Participants;
 - provide transport to the hotel, airline tickets, train tickets, etc.

§ 5

RESTRICTIONS AND PROHIBITIONS

1. Persons taking part in the General Assembly must not bring any dangerous objects into the hotel premises, including, in particular, firearms or white weapons and other dangerous objects, explosives, pyrotechnics or flammable substances.

2. Persons taking part in the General Assembly must not bring animals into the hotel premises or bring in any movable items that may endanger the safety of the persons attending the General Assembly.
3. During the General Assembly, it is forbidden to engage into any political, commercial, agitation or religious activities, as well as to conduct any kind of collections or other activities (e.g., happenings, signature collection).
4. During the General Assembly, it is forbidden to display any banners, flags, banners or shouts the purpose of which may be to disrupt order or security. It is also prohibited to display any content, slogans, etc., regardless of their form and manner of recording, if they may cause offence or conflict, including in particular content that is offensive or demeaning to any person, social group, professional group, nationality on the grounds of race, gender, religion, political beliefs and views, sexual orientation, membership of a social group, sports preferences, etc.
5. It is forbidden to make audio or video recordings of the General Assembly in whole or in parts without the consent of the Organiser.
6. The Organiser or persons acting on its behalf, including in particular security, shall be entitled to refuse entry to the area of the General Assembly to holders of Entrance Pass or remove Participants who do not comply with the provisions contained in these Rules from the General Assembly.

§ 6

PERSONAL DATA

1. The personal data of the Participants shall be administered by the Organiser.
2. The personal data of the Participants in the scope of name and surname shall be forwarded by the Administrator to the Hotel operator for the purpose of booking accommodation.
3. Information on the processing of personal data by the Organiser is included in the Information Obligation, which constitutes Appendix No. 2 to these Regulations.

§ 7

COMPLAINTS

1. Each Participant is entitled to lodge a complaint with the Organiser. Complaints may be lodged electronically by sending them to the e-mail address kontankt@sjsi.org or in writing. Complaints made in writing should be served to the Organiser's address.
2. The complaint should contain at least:
 - a) the subject and scope of the complaint and its justification;
 - b) designation of the Participant - his/her personal data enabling the Organiser to identify the Participant, e.g., name and surname and the e-mail address provided when registering for the General Assembly.

If the filed complaint does not contain the above-mentioned information, the Organiser shall be entitled to call on the person filing the complaint to supplement the complaint. If

the lodged complaint does not contain data enabling contact with the person making the complaint, the Organiser shall be entitled to leave the complaint unprocessed.

3. The Organiser shall consider the complaint within 14 days from the date of its receipt.
4. The Participant who lodged the complaint shall be informed of the way the complaint has been solved. The response to the complaint shall be addressed to the person lodging the complaint in the form of an e-mail if the complaint was lodged in this way, or in writing if the complaint was lodged in writing. The position of the Organiser contained in the response to the complaint shall be final.
5. Leaving a complaint unprocessed or not acknowledging it shall not affect the rights of the person lodging the complaint to pursue his/her rights and claims in court.

§ 8

WITHDRAWAL FROM THE AGREEMENT

1. Any person who has registered may withdraw from the Agreement concluded with the Organiser without any costs and without stating reasons.
2. A declaration of withdrawal from the Agreement may be made at any time, but no later than after the closing of the General Assembly.
3. The declaration of withdrawal may be made in the form of an e-mail and sent to kontakt@sjsi.org. If the declaration of withdrawal is made in writing, it is sufficient to send such declaration by registered mail to the Organiser's address. In the event of withdrawal from the Agreement with observance of the aforementioned deadline, the Agreement shall be deemed not to have been concluded.
4. A template of the statement of withdrawal from the Agreement is attached as Appendix No. 1 to these Regulations, however, the Participant is not obliged to use this template.
5. In the event of withdrawal from the Agreement by the abovementioned deadline, the Agreement shall be considered not concluded.
6. In the event of withdrawal from the Agreement, the Entrance Pass issued to the Participant shall become invalid.

§ 9

FINAL PROVISIONS

1. The contents of the Regulations shall be effective as of 2 January 2023.
2. These Regulations are an integral part of the Agreement concluded with the Participant.
3. The governing law for the implementation of the provisions of these Regulations shall be the law of Poland.
4. A Participant, who is a consumer, may obtain free assistance on his/her rights and on a possible dispute with the Organiser from a district/city consumer ombudsman or social organisations dealing with consumer protection.

5. Consumers may access a platform for resolving consumer disputes at <https://ec.europa.eu/consumers/odr>.
6. The Organiser does not apply the code of good practices referred to in Article 2, point 5 of the Act of 23 August 2007 on counteracting unfair market practices.
7. The Organiser reserves the right to amend these Regulations only to the extent to which the amendment of the applicable provisions of law will affect the scope of the services rendered or the content of the provisions of the Regulations, in particular imposing on the Organiser the need to amend the Regulations. Each time the need to amend the Regulations arises, the Organiser shall immediately inform the Participant of the scope of amendments to the Regulations and the date of their implementation, so that each Participant and Internet user has the opportunity to familiarise themselves with the new provisions of the Regulations. If the Regulations are amended, the Organiser shall provide the Participants with the possibility to terminate the concluded Agreement.
8. Any disputes arising between the Participant and the Organiser shall be resolved by the competent Court in accordance with the Code of Civil Procedure of 17 November 1964.
9. Any appendices to these Regulations shall constitute an integral part thereof.
10. The Organiser reserves the right to interpret these Regulations and to issue additional instructions.
11. The Organiser shall not be liable for any personal or property damage to Participants that may occur in connection with the General Assembly.
12. Participants shall be fully responsible for the accuracy of the data provided, in particular contact details.
13. Participants are required to comply with the technical, fire and health and safety regulations in force at the hotel where the General Assembly is held. These regulations are available at the hotel reception and on the hotel's website.
14. If any provision of these Regulations is declared invalid or ineffective by a valid court decision, the remaining provisions of the Regulations shall remain in force. The invalid / ineffective provision shall be replaced by the regulation that comes closest to the objectives of the provision declared invalid / ineffective.
15. Participants are obliged to comply with instructions of the security staff and other security services of the Organiser to ensure safety.

Appendix No. 1 to the Regulations

MODEL DECLARATION OF WITHDRAWAL

(this form should be completed and returned only if you wish to withdraw from the Agreement)

- **Addressee** [Stowarzyszenie Jakości Systemów Informatycznych, ul. Poznańska 16 lok. 4, 00-680 Warszawa].
 - **I/We**(*) hereby inform(*) about my/our withdrawal from the Agreement of sale of the following items(*) the Agreement of delivery of the following items(*) the Agreement of workmanship of the following items(*)/the provision of the following service(*)
 - **Date of conclusion of the Agreement**(*)/collection(*)
 - **Full name of the consumer**(s)
 - **Address of the consumer**(s)
 - **Signature of the consumer**(s) (only if this form is sent in hard copy)
 - **Date**
- (*) Delete where not applicable.

Appendix No. 2 to the Regulations

INFORMATION ON PERSONAL DATA

1. The Organiser is the Controller of the Participants' personal data. The Organiser has not appointed a Data Protection Officer. Access to the data is possible at the Organiser's registered office. In addition, the Organiser provides the e-mail address rodo@sjsi.org where issues concerning personal data may be addressed.

The Controller shall ensure the security of personal data by protecting personal data from unauthorised access and shall secure the exercise of rights under the following:

- a) 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, (hereinafter "GDPR");
 - b) the Act of 18 July 2002 on the provision of services by electronic means;
 - c) the Act of 10 May 2018 on the protection of personal data.
2. The purposes for which the Organiser processes personal data are:
 - a) the execution of the General Assembly, including registration of Participants, issuing of Entrance Passes, and verification of the identity of Participants;
 - b) carrying out the Organiser's legal obligations;
 - c) carrying out settlements;
 - d) carrying out marketing activities, provided that the data subject has agreed to receive marketing content.
 3. The legal basis for the processing of personal data is:
 - a) performance of a contract (Article 6(1)(b) of the GDPR) - to provide the opportunity to participate in the General Assembly;
 - b) fulfilment of the Organiser's legal obligation (Art.6(1)(c) GDPR) - in terms of billing, data retention period and others;
 - c) the Organiser's legitimate interest (Art.6(1)(f) GDPR) - to comply with obligations under data protection legislation in order not to expose the Organiser to financial penalties and other liability;
 - d) consent of the data subject (Art.6(1)(a) GDPR) - if the use of personal data is not necessary for the performance of an agreement, the fulfilment of a legal obligation or does not constitute a legitimate interest of the Organiser, who may ask for consent for specific uses of personal data, e.g. request to show a document confirming vaccination against Covid-19 or request for marketing consent, including consent covering marketing of other personal data controllers.
 4. The Organiser shall transfer the personal data of Participants to the following entities:
 - a) entities providing accounting services;
 - b) entities authorised to obtain personal data on the basis of legal regulations (offices, courts, law enforcement agencies, etc.);

- c) entities cooperating in the organisation of the General Assembly, in particular IT services providers and subcontractors of the Organiser;
 - d) the operator of the Hotel Zamek Topacz Resort & Art SPA, i.e., Topacz Investments sp. z o.o. NIP: 8961338394 with its registered office in Ślęza 55-040, at Templariuszy 1 Street.
5. The personal data shall be processed for the legitimate period until the expiry of the last of the prerequisites justifying their processing, e.g., the statute of limitations for claims resulting from the participation in the General Assembly.
6. Every person (data subject) has the right to:
- a) access the content of their personal data and to receive a copy of their data,
 - b) rectify (correct) their personal data,
 - c) erase their personal data,
 - d) restrict the processing of their personal data,
 - e) have his/her personal data transferred if the data are processed on the basis of a contract or consent. The Organiser shall transfer the data to the data subject on an appropriate carrier or send the data to the indicated subject,
 - f) object to the processing of personal data,
 - g) withdraw consent at any time - in case when the consent was given by the Participant,
 - h) file a complaint with the President of the Office for Personal Data Protection.
7. Providing personal data is voluntary but necessary to participate in the General Assembly. Failure to provide personal data shall make it impossible to participate in the General Assembly.
8. The Organiser does not intend to transfer personal data outside the EEA. In the case of transfer of personal data to third countries, i.e., to recipients located outside the European Economic Area or Switzerland, in countries which, according to the European Commission, do not provide sufficient data protection, the Administrator shall transfer them using mechanisms in accordance with applicable law, which include, *inter alia*:
- a) EU Standard Contractual Clauses,
 - b) obtaining a third-party certification of compliance with the Privacy Shield (where based in the United States),
 - c) where the transfer of data is to a third country for which the European Commission has determined by decision that the third country meets an adequate level of protection.
9. The Organiser shall not make automated decisions on the basis of personal data, including profiling.