

**TERMS AND CONDITIONS OF THE JUBILEE CONFERENCE**  
**‘The latest achievements in biochemistry, biophysics and biotechnology –**  
**50 years of history of the Faculty of Biochemistry, Biophysics and**  
**Biotechnology’ 23–24 September 2021**  
**(hereinafter: ‘Terms and Conditions’)**

**§ 1**

**Date and timeframe**

1. These Terms and Conditions specify the rights and obligations of Participants of the Jubilee Conference of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, titled ‘The latest achievements in biochemistry, biophysics and biotechnology – 50 years of history of the Faculty of Biochemistry, Biophysics and Biotechnology’ (hereinafter: ‘the Event’), which will take place on 23–24 September 2021, in a hybrid mode: stationary in Kraków, on the premises of the JU Third Campus at ul. Gronostajowa 7, and simultaneously via electronic communication media: the MS Teams communication platform, which enables live streaming of the Event (hereinafter: ‘the Platform’).
2. Host of the Event is Jagiellonian University, Faculty of Biochemistry, Biophysics and Biotechnology (hereinafter: ‘the Host’), with a registered office at ul. Gołębia 24, 31-007 Krakow.
3. Patron of the Event is the Rector of Jagiellonian University, prof. dr hab Jacek Popiel.
4. Participant of the Event shall be every adult natural person who has made known their will to participate in the Event referred to in § 2 of these Terms and Conditions by 15 August 2021 at the latest, and accepted the terms of participation in the Event referred to in these Terms and Conditions (hereinafter: ‘the Participant’).
5. These Terms and Conditions shall be made available to Participants on the website of the Event [www.jubileuszwbib.confer.uj.edu.pl](http://www.jubileuszwbib.confer.uj.edu.pl) (hereinafter: ‘the Website of the Event’), in the Polish and English language version, in a download-ready form.
6. The Host reserves the right to modify these Terms and Conditions in view of changes of the applicable law and necessity to adjust these Terms and Conditions to those changes, in particular in order to adjust the form of the Event to restrictions applicable at the time, orders and prohibitions related to special pandemic measures, changes to the programme of the Event, increased safety measures at the Event. Modification of these Terms and Conditions shall be in force as of the day of its publication on the Website of the Event.
7. The Host reserves the right to modify the date and form of the Event in the event that holding it on the date and in the form referred to in § 1 above will be impossible or excessively encumbered for reasons beyond the control of the Host, in particular because of restrictions, orders and prohibitions related to special pandemic measures. Any change of the date and/or the form of the Event shall be forthwith communicated on the Website of the Event.
8. The Host reserves the right to modify the programme of the Event, including the right to change the schedule and order of presentations. In the event of applying modifications, the Host shall forthwith made it known on the Website of the Event.

**§ 2**

**Registration for the Event**

1. Participation in the Event is free of charge and requires filling out a registration form (hereinafter ‘the Form’), available on the Website of the Event.

2. A detailed description of registering for the Event and the dates for registration have been published on the Website of the Event.
3. Participation in the Event may have two forms:
  - a) in real time, by means of the Platform specified by the Host (MS Teams), with access to registered Participants granted by means of a link emailed to them by the Host to the address specified in the process of registering their participation in the Event.
  - b) participation in person, by appearing on the premises where the Event is being held.
4. By marking the field in the Form as appropriate, separately for each day of the event, the Participant shall choose one of the forms of participation in the Event specified in § 2.3 above.
5. By means of the Form, the Participant may declare their will to participate in the formal conference reception, which will be held on 23 September 2021 (hereinafter: 'the Reception'). The time and location of the Reception shall be announced on Website of the Event.
6. The Host shall not be liable for erroneous or false information provided by the Participant when registering their participation in the Event.
7. Participation in the Event:
  - a) in the on-line mode, via the Platform referred to in § 2.3(a) above, is open to a maximum of 500 Participants;
  - b) in person, as referred to in § 2.3(b) above, is open to a maximum of 400 Participants;
  - c) in the Reception, referred to in § 2.5 above, is open to a maximum of 400 Participants;

In the approval of entries for a given form of participation in the Event and/or Reception the order of entries is decisive. The Participant shall receive an email from the Host with information as to whether or not their participation in the Event and/or the Reception in the form of their choice has been approved.

8. The limits on the number of the Event and Reception participants may change in relation to the epidemic situation at the time of the Event and the related restrictions, prohibitions and orders. The changes to the limits shall be forthwith communicated by the Host on the Website of the Event. In the event that the number of Participants approved for participation in the Event in person and for participation in the Reception has to be limited, the Host shall run a second qualification of the Participants referred to in § 2.3(b) and § 2.5 above in accordance with the available limits, taking into consideration the order of entries, as referred to in § 2.7 above. The Host shall inform by email the Participants who will no longer be able to participate in the Event in person or participate in the Reception due to the changed limits; such persons will be able to participate in the Event on-line, by means of the Platform.
9. The Participant shall confirm that they have made themselves familiar with these Terms and Conditions, and that they have accepted the provisions of these Terms and Conditions, which is tantamount to a commitment to conclude the agreement referred to in § 6.3 of these Terms and Conditions. Registration of participation shall have been completed once the Participant has entered their data in the Form and sent the Form alongside the declarations of consent referred to in §§ 5-8 of these Terms and Conditions, using the registration system at the Website of the Event.

### § 3

#### Terms of participation in the Event

1. During the Event a historical session and scientific sessions will be held, at which invited speakers will give their lectures. Details and full programme of the Event is available on the Website of the Event.
2. In making conference materials (hereinafter: 'the Conference Materials') available to the Participants, the Host of the Event shall be particularly sensitive to the obligation for the Participants to respect intellectual property rights. The Participants shall undertake to use the Conference Materials made available to them by the Host only for private use. Modifying, copying, sending, public display or any other use of these Conference Materials for commercial purposes shall require previous consent from the Host or other authorised entity expressed in writing. The Participants shall be fully liable for any damages caused by their behaviour in defiance of the above reservation.
3. The Participants shall accept the approved regulations of holding the Event and its programme, and they shall undertake not to cause it to be changed nor to interfere with the Event's course. The Host has the right to exclude from participation in the Event Participants who breach the provisions of these Terms and Conditions, in particular:
  - a) interfere with the Event's course;
  - b) take actions that are unlawful, immoral or detrimental to the legitimate interests of third parties;
  - c) take actions aiming at circumventing or indicating an attempt to circumvent these Terms and Conditions or principles of holding the Event;
  - d) take actions that violate the Host's legitimate interests or harm their image.
4. The Host of the Event shall not be held liable for:
  - a) incorrect or faulty operation of the software used by the Participant;
  - b) lack or interruption of access to the Internet for reasons attributable to the Participant;
  - c) a defect in the computer equipment used by the Participant;
  - d) incorrect operation of the Platform by the Participant;
  - e) other circumstances that make it impossible or difficult to participate in the Event not caused by the Host's actions or omissions.

### § 4

#### Participants' rights and obligations

##### referred to in § 2.3(b) and § 2.5 of these Terms and Conditions

1. Once the Participant referred to in § 2.3(b) of these Terms and Conditions has arrived on the premises of the Event, they are required to confirm, at the reception desk in the main lobby of the Educational and Library Complex, their registration of their participation in person in the Event.
2. The Participants who participate in the Event and / or in the Reception in person shall comply with the safety rules, work safety and fire-protection regulations in force on the premises where the Event and / or Reception is being held, and the regulations of the applicable sanitary measures.
3. The Host shall not bear responsibility for objects left and lost during the Event and / or Reception nor for objects left in the clothing or rucksacks / handbags / briefcases deposited in the cloakroom and other freely accessible spaces on the premises of the Event, Jagiellonian University and the restaurant in which the Reception will be held.
4. In the event of disturbance of public order by a Participant and failure to respect the sanitary measures applicable on the day of the Event, the Event personnel may:

- a) call upon the Participant to behave appropriately;
  - b) demand that the Participant leave the Event's premises.
5. The Host shall not be held responsible for incidents resulting for the Participants' failure to comply with the Terms and Conditions, the Participants' failure to follow the Host's precautions and the instructions by the Event personnel and the authorities responsible for safety and order.
6. In order to ensure safety on the Event's premises, the Host may use monitoring covering both the entire premises of the Event and individual fragments thereof.
7. In the event of noticing hazard to the life and health of the Participants, the Participant shall immediately inform the Event personnel of the fact.

### **§ 5 Posters**

1. A participant who is a member of research and teaching staff of the Host's Faculty of Biochemistry, Biophysics and Biotechnology, when registering their participation in the Event through the Form, may declare their intention to prepare an original conference poster, in the digital form of a PowerPoint presentation (hereinafter: 'the Poster'), summarizing the whole or a selected scope of activities of the Department / Section of the Host's Faculty of Biochemistry, Biophysics and Biotechnology.
2. The procedure of preparing the Poster and making it available has been published on the Website of the Event. The Poster shall be sent to the Host by email by 17 August 2021 to the address: [50lathistorii.wbbib@uj.edu.pl](mailto:50lathistorii.wbbib@uj.edu.pl). The Poster shall be made available on the Website of the Event for the entire period of the Event.
3. Assuming the actions referred to in § 5.1–2 above shall be understood as granting the Host a non-exclusive, territorially, quantitatively and qualitatively unlimited licence to use the Poster, to the extent and in the fields of exploitation analogous to those specified in § 6.3 of these Terms and Conditions, with the right on part of the Host to grant sub-licences to third parties in the same scope as the licence, for a period from the day of making the Poster available to the Host to the day of concluding the agreement transferring the economic rights to it to the Host, referred to in § 6.3 of these Terms and Conditions, for the purposes of information, documentation, advertising and publicity on part of the Host, the Event and the Ministry of Education and Science, for the purposes of preparation, launching, holding, and settling the Event, including the settlement of the agreement for the implementation of the project titled: 'The latest achievements in biochemistry, biophysics and biotechnology – 50 years of history of the Faculty of Biochemistry, Biophysics and Biotechnology' (hereinafter: 'Project implementation agreement'), concluded by the Host with the State Treasury – Minister of Science and Higher Education (currently: Minister of Education and Science).
4. Creation of the Poster and granting the Host permissions, licences, authorisations and transfer of economic rights thereto to the Host, to the extent referred to in § 5.3 above and in §§ 6–7 of these Terms and Conditions, in all fields of exploitation specified therein, is free of charge, and is performed in behalf of the Host's statutory purposes.
5. Granting the Host permits, licences, authorisations and the transfer of economic rights, referred to in § 5.3 above and §§ 6–7 of these Terms and Conditions is voluntary, but it is a prerequisite condition for presenting the Poster.

## **§ 6 Economic rights**

1. The Participant is fully liable for the form and contents of the Poster, and guarantees that the Poster will not be damaging to the rights and property of third parties.
2. The Participant shall enjoy economic rights to the Poster to the extent that allows for granting the licence referred to in § 5.3 to the Host and for transferring to the Host the economic rights referred to in the hereby paragraph. Should any part of the Poster use legally protected elements, the Participant shall guarantee that they have the rights to use them to the extent necessary for preparing the Poster and making it available to the Host, to grant the licence referred to in § 5.3 of these Terms and Conditions to the Host and to transfer economic rights to the Poster to the Host, and to grant permits referred to in §§ 6 and 7 of these Terms and Conditions releasing the Host from the need to secure additional declarations of consent and permits.
3. Until 23 September 2021 at the latest, the Participant shall conclude with the Host an agreement for the transfer of the whole of their economic rights to the Poster in all fields of exploitation referred to in Article 50 of the Act of 4 February 1994 on copyright and derivative rights (Journal of Laws of 2019, item 1231 as amended), with the exclusion of the right to exercise derivative rights, in particular in the following fields of exploitation:
  - a) recording and reproducing in whole or in part by producing copies of the Poster by any printing, magnetic recording, graphic and digital technique;
  - b) trading in the copies on which the Poster has been captured by placing them on the market  
lending for use or renting the copies;
  - c) dissemination through public exhibition, displaying, as well as making them available to the public in such a way that everyone can have access to them at a time and place of their own choice, in particular by uploading them to computer memory and placing them on the Internet, including in particular the Website of the Event, the website of the Minister of Education and Science, the POLONA National Digital Library service administered by the National Library: [www.polona.pl](http://www.polona.pl);
  - d) using through placing / applying on movable objects or immovable property;
  - e) creative works derivative from the Posters, including further designs/materials based on the Posters, developing their different graphic, colour versions or visual or spatial formats, and using thus created derivative works to the extent and in all fields of exploitation specified in the hereby paragraph.
4. Once the Host have acquired economic rights to the Poster, they shall have the right to transfer them to third parties – in full or in part – and to grant them a licence to use the Poster to the extent analogous to the rights acquired by the Host referred in the hereby paragraph.
5. The Participant shall authorise the Host to exclusively exercise the derivative rights to the Poster, in all fields of exploitation referred to in § 6.3 above – including, in particular, the right to apply changes to the poster and performing their re-works, using and disposing of derivative works, and to exclusively permit third parties to exercise derivative economic rights to the Poster. The hereby permit shall be issued without discrimination for quantity, quality, time and territory.
6. The Participant shall permit the Host and the entities authorised by them to exercise the moral rights enjoyed by the Participants, and shall undertake not to exercise those rights in dealings with the Host and the parties authorised by them. The hereby

- permit shall be issued without discrimination for quantity, quality, time and territory.
7. The transfer of economic rights to the Poster to the Host and issuing the authorisations referred to in §§ 5 and 6 above, shall be made free of charge, in behalf of the Host's statutory purposes.
  8. By the date of concluding the agreement referred to in § 6.3 above, the Participant undertakes not to encumber their economic rights to the Poster, not to transfer these rights to third parties, and not to grant authorisations, permissions or licences to use them, with the exception of the licences referred to in § 5.3 of these Terms and Conditions, and not to transfer the ownership of the media on which the Poster has been recorded to third parties, and not to make them available on the basis of other legal titles to entities other than the Host.
  9. Should third parties assert claims against the Host or entities authorised by them to use the Poster, claims in connection with these works or their individual elements, the Participant:
    - a) will release the Host and persons authorised to use the Poster from the claims in question, to the extent in which they have been required to purchase from third parties rights to legally protected elements, including economic and related rights to these works and their individual elements, and to secure their consents, licences and authorizations referred to in these Terms and Conditions, and
    - b) they will bear full liability for any damages sustained by the Host and persons authorised by them to use the Poster as a result of any claims made against them referred to in the hereby passage, including in particular, albeit not exclusively, for damages connected to a claim for compensation for unlawful use of the Poster or its individual elements.

### **§ 7 Image use**

1. The Host is intending to carry out photo coverage and video coverage of the Event as well as live streaming via Platform for the purposes of information, documentation and publicity by the Host, the Ministry of Education and Science, and the Event itself, and for the purpose of settling the project implementation agreement and archiving.
2. Switching on the camera of a terminal equipment by the Participant referred to in § 2.3(a) of these Terms and Conditions is tantamount to granting the Host their consent unlimited for time, territory, quantity and quality, to have their image transferred in real time using the Event's live streaming at the Platform, without the right to remuneration on this account, for the purposes referred to in § 7.1 above.
3. By declaring in the Form their will to participate in the Event in person, the Participant referred to in § 2.3(b) of these Terms and Conditions expresses their consent unlimited for time, territory, quantity and quality, to have their image used for the purposes named in § 7.1 above, without the right to remuneration on this account, in particular by means of:
  - a) transfer of their image in real time for the purposes of coverage of the Event, by means of the Platform, using live streaming;
  - b) capturing the image of the Participant in the form of a photograph or video from the Event in the form of video coverage, and using the image thus captured, processing, multiplication and repeated dissemination of the image of the Participant capture in the above mentioned manner free of the need to having them approved at all times, to the extent and in a manner analogous to those referred in § 6.3 of these Terms and Conditions, including, in

particular, on the Website of the Event, the Platform, the websites of the Host, the Ministry of Education and Science, the POLONA National Digital Library service maintained by the National Library – [www.polona.pl](http://www.polona.pl) and other websites, on the Host's social media and Internet services, at promotional events by the Host.

4. The Participant shall be aware that the photo- and video coverage of the Event will be made available on the Internet and will be available to an unlimited number of people.
5. In connection to the use of their image, the Participant shall not exercise the right to control and approve at all times the use of their image, including the right to approve the final form of the photo- and video coverage in which it has been used, and the right to name them at all times as the person captured on the photograph or video constituting the video coverage, and in particular to display their full name.
6. The Event may be filmed for the purposes of video-coverage, and photographed by the Host alone. It is prohibited to record and take pictures of the Participants during the Event without first securing the Host's consent.
7. The Host shall have the right to authorise other parties to use the image on terms specified in the hereby permit.

### **§ 8 Personal data processing**

In accordance with Article 13 of 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, hereinafter: GDPR), the Jagiellonian University informs that:

1. The Controller of your personal data is the Jagiellonian University, with a registered seat at ul. Gołębia 24, 31-007 Kraków, represented by the JU Rector.
2. The Jagiellonian University has appointed a Data Protection Officer at ul. Czapskich 4, 31-110 Kraków. The Officer can be contacted via e-mail: [iod@uj.edu.pl](mailto:iod@uj.edu.pl) by phone at 12 663 12 25 – Monday to Friday between 8 a.m. and 3 p.m.
3. Your personal data will be made available for the purposes of:
  - a) performance of the agreement the subject matter of which is the participation in the Event 'The Latest Achievements in Biochemistry, Biophysics and Biotechnology: 50 years of JU FBBB,' and for the purposes of participation in the Event, acceptance of submissions from the Participants willing to prepare the Poster, i.e. pursuant to Article 6.1.c of the GDPR, pursuant to the agreement concluded by accepting these Terms and Conditions. The Event, held on 23-24 September 2021 by Jagiellonian University, Faculty of Biochemistry, Biophysics and Biotechnology, shall be held partly in a stationary form and partly on-line, using the Platform MS Teams;
  - b) conducting photo coverage, video coverage and live streaming of the Event for the purposes of documentation, information and publicity by the Host, the Ministry of Education and Science, and the Conference itself, archiving – with regard to the Participants' personal data in the form of image – pursuant to the consent expressed by them, i.e. Article 6, item 1(a) of the GDPR.
4. Providing your personal data is prerequisite for concluding the agreement, participation in the Event and preparation of the Poster. Providing your personal data

- with regard to your image is voluntary.
5. Your personal data may be made available to entities authorised to collect them pursuant to the generally applicable law.
  6. Recipients of your personal data shall be entities providing computer and organisational support to the Event – including the entity providing the software enabling registration and live-streaming services to the Event.
  7. Your personal data shall not be transferred to third countries (outside the EEA)/to international organisations.
  8. Your personal data will be retained for the duration of the Event and until the final settlement and conclusion of the Event, and the conclusion of the project implementation agreement, and until the expiration of any claims that may arise from the implementation of the agreement referred to in § 8.3(a), and in the scope specified in § 8.3(b) above – until you have withdrawn your consent to having your personal data processed.
  9. Your personal data provided in the registration form will not be made available to third parties.
  10. A personal data item of yours in the form of image may be captured on pictures taken of the Event, serving the purposes of a photo-coverage and video-coverage of the Event and processing on the Website of the Event, the websites of the Host, the Minister of Education and Science, the POLONA National Digital Library service administered by the National Library - [www.polona.pl](http://www.polona.pl), in the Host's social portals and profiles and in university channels in social media (in particular: Facebook, YouTube, Twitter, Instagram), in a manner enabling access to third parties, for the purposes of information, documentation and publicity by the Host, the Ministry of Education and Science, and the Event itself, and for archiving, including the purposes of coverage of the Event – in accordance with § 7 of these Terms and Conditions.
  11. If you have declared the intention to prepare a Poster, your personal data voluntarily specified in the text of the Poster shall be subject to processing on the Website of the Event and for the purposes of information and documentation.
  12. You have the following rights: to obtain information on personal data processing and rights resulting from the GDPR, to access your data and rectify them, as well as to have them deleted from the controller's database (unless further processing is necessary for fulfilling a legal obligation or for the purposes of determining, pursuing, or defending claims), to limit their processing or transfer, and to object to the processing of the data – in the cases and under the conditions specified in the GDPR.
  13. To the extent in which the processing is conducted by consent you have the right to withdraw your consent at any time with no consequences for the compliance with the right to processing of the processing done by consent before the withdrawal.
  14. The withdrawal of the consent to have your data processed can be emailed to [sekretariat.wbbib@uj.edu.pl](mailto:sekretariat.wbbib@uj.edu.pl), or sent by regular mail to the address: ul. Gronostajowa 7, 30-387 Kraków, or withdraw in person by appearing at the Secretariat of the FBBB.
  15. Your personal data will not be subject to automated decision making or profiling.
  16. You have the right to lodge a complaint with the President of the Office for Personal Data Protection, should you ascertain that the processing of your personal data violates the provisions of the GDPR.

## § 9 Final provisions

1. These Terms and Conditions shall be made available to the Participants of the Event on the Event's Website, and shall take effect as of the date of its publication on the above mentioned Website.
2. The Host reserves the right to cancel the Event. The cancellation of the event shall be forthwith communicated by the Host on the Website of the Event. The Host shall not be liable to Participants and Speakers for any compensation or damages on this account, nor for any reimbursement of costs incurred in order to participate in the Event.
3. In matters not governed by these Terms and Conditions the applicable Polish law shall apply.