



General regulations for the use of the Polish Yachting Association events.pya.org.pl system (Interactive Regatta Service System of the PYA), polsailing.pl and ebiuro.pya.org.pl

I.

1. The Regulations define the general rules for using the Internet Portal provided by the Polish Yachting Association with its registered office in Warsaw (03-901), al. ks. J. Poniatowskiego 1, (hereinafter referred to as the "Service Provider" or "PYA"): "www.events.pya.org.pl", "www.polsailing.pl" and "ebiuro.pya.org.pl" (hereinafter also as: "Portal").
2. The Regulations also specify general rules for obtaining access to the use of IT systems or websites made available by the PYA (hereinafter referred to as "Systems"), other than the Portal, in accordance with the rights separately and individually granted to the given User by the PYA, using the User's Profile, due to the fact that the User Profile also allows the registered User to gain access to and use the Systems and the System Services available under them, under the conditions and principles defined in detail in the regulations regarding individual Systems and their System Services (in accordance with the so-called *Single Sign On* rule - one User Profile/account enabling access to and use of the Systems, which means that the registered User has the option of one login and one password used to log in to the Portal - as part of the Profile, also log in to the Systems, as well as without having to log in again, move from the Portal to the Systems and use their System Services in accordance with the rights separately and individually granted to the given User by the PYA).
3. The User is obliged to read these Regulations before using the Portal. By using the Portal, the User declares and confirms that he/she has read the Regulations, accepts its provisions and undertakes to comply with them. In addition, before obtaining access and appropriate permissions to use individual Systems and their System Services, the User is required to read and accept their detailed regulations and express the required consents specified therein. By using the Systems, the User declares and confirms that he/she has read the content of their regulations, accepts their provisions and undertakes to comply with them.

II.

1. Portal - an internet platform consisting of pages, subpages and other internet tools made available via the Internet, owned by the Service Provider, available at www.events.pya.org.pl, www.polsailing.pl and www.ebiuro.pya.com
2. Service provider/PYA - Polish Yachting Association based in (03-901) Warsaw, al. ks. J. Poniatowskiego 1.
3. User - any natural person or legal person or organizational unit without legal personality that uses the Portal, Website Services or Services available in the Portal in any way, and - after prior registration - of the Systems and their System Services (on the terms and conditions specified in detail in the regulations regarding individual Systems and their System Services). Using the Portal is possible after registration by creating a profile on the Portal (as a Registered User - only a natural person who is at least 13 or 18 (depending on the Portal) years old and who is not completely incapacitated may register the Portal. Persons under 13 or 18 (depending on the Portal) years old or completely incapacitated may act in the scope of registering on the Portal only through a legal representative).

4. Website Services - Internet services that can be offered to the Users under individual domains, separated within the Portal. The Website Services may have their own regulations setting out the conditions for using given Website Services.
5. Profile - a collection of information, data and other elements presenting and describing a registered User, voluntarily and independently provided by the User to the Portal, made available and presented on the Portal.
6. Services - services provided electronically by the Service Provider to Users, available on the Portal, enabling, among others:
 - a) reading the Materials prepared by the Service Provider,
 - b) making commercial transactions on the Internet via the Website Services, operating on the basis of separate regulations,
 - c) sending Materials and their publication on the Portal,
 - d) using the functionalities of the Portal, the Website Services and mobile applications,
 - e) creating a User Profile,
 - f) using databases provided by the Service Provider,
 - g) receiving the newsletter, sms messages and e-mails from the Service Provider,
 - h) participation in actions and programs offered by the Service Provider,
 - i) receiving e-mails from the Service Provider on topics related to the statutory activity of the PYA, not containing marketing or commercial content.
7. Partner - an entity cooperating with the Service Provider in the scope of functioning of the Portal.
8. Materials - texts, graphics, photos, sms and mms messages, video materials, multimedia materials and other materials, including in particular materials constituting a work within the meaning of the Act of February 4, 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2017, item 880, as amended).
9. System Services - services provided electronically by the Service Provider to registered Users available as part of the Systems.
10. Systems - IT systems or Internet services provided by the PYA other than Portal and Website Services.

III.

1. The User may use in particular the following Services offered on the Portal:
 - a) read the Materials made available on the Portal in such a way that the User has access to them at the place and time chosen by him/her, regardless of the type and method of operation of the device or application that the User uses for this purpose;
 - b) make commercial transactions on the Internet, in particular conclude sales contracts and contracts for the provision of services via the Website Service, operating on the basis of separate regulations;
 - c) use databases provided by the Service Provider;
 - d) create a User Profile, enabling the use of additional Portal functionalities, Systems and their System Services.
2. The conclusion of the contract for the provision of Services in the Portal between the Service Provider and the unregistered User occurs when the unregistered User enters the address of the Portal's website in a web browser, while the termination of the contract for the provision of Services in the Portal occurs when the unregistered User closes the Website of the Portal, subject to paragraph 5 below.
3. The conclusion of the contract for the provision of Services in the Portal between the Service Provider and the registered User occurs when the User registers in the Portal and creates a Profile, while the termination of the contract for the provision of Services in the Portal occurs when the User unregisters from the Portal and deletes his/her Profile.
4. Using the Portal is free, unless separate regulations regarding a given Service or Website Service provide otherwise. Issues regarding the possible payment for the use of the Systems and their

System Services are defined in individual regulations regarding these Systems and their System Services.

5. The procedure and terms for concluding and terminating contracts for the provision of Services specified in separate regulations are defined in individual regulations regarding these Services. In addition, the procedure and terms for concluding and terminating contracts for the provision of System Services under the Systems are defined in individual regulations regarding these Systems and their System Services.

IV.

1. Each User can create their own Profile on the Portal. A natural person who is under 13 or 18 (depending on the Portal) or is totally incapacitated may only set up a Profile through a legal representative.
2. Creating a Profile requires completing the registration form and providing all mandatory data indicated in the form (including, in particular, name and surname, PESEL number of the User and User's e-mail address), as well as accepting the regulations of the Portal. The above consent is not mandatory, however, it is necessary to register and create a Profile on the Portal, as well as to use the option of obtaining access to the Systems and their System Services using the Profile - on the terms and conditions defined in detail in the regulations for individual Systems and their System Services, in accordance with the rights separately and individually granted to the given User by the PYA.
3. In the event of the User's legal representatives acting, the legal representative confirms the action on behalf of the User and submits his/her own data, i.e. name and surname, address of residence and contact telephone number before submitting, e.g. to the competition.
4. By correctly creating your Profile, the Portal User becomes a registered User. A registered User may use the Portal's functionalities that will not be available to unregistered Users. Their number and scope are determined by the Service Provider.
5. The User may at any time terminate the contract for the provision of Services on the Portal and delete his/her Profile by sending a statement of termination of the contract with a request to delete the Profile in the form of an e-mail to the following address: pyabiuro@pya.org.pl. The profile will be deleted as soon as we receive the appropriate request.

V.

1. The User is obliged to use the Portal or Systems in accordance with applicable law, social and moral norms, the provisions of these Regulations, the provisions of the regulations regarding individual Services or Website Services, and the principles of social coexistence, in particular to:
 - a) not placing any content on the Portal, Website Services or Systems that support any kind of racial, ethnic, gender, religion, etc. discrimination; vulgar or profanity content; content widely recognized as offensive and contrary to decency; content that promotes the use of drugs or non-authorized drugs, promoting excessive alcohol consumption as well as content containing links to websites violating the law or decency or containing personal data, contact details or e-mail addresses; pornographic content;
 - b) not engaging in commercial, advertising, promotional activities based on the functionalities of the Portal, Website Services or Systems;
 - c) not sending spam and unsolicited commercial information based on functionality of the Portal, Website Services or Systems;
 - d) not taking actions that even indirectly may have signs of interfering with the structure of the Portal, Website Services or Systems.
2. The User is solely responsible for the Materials he/she publishes on the Portal or as part of the Systems, in particular he/she is responsible for any violation of any rights or goods (in particular personal rights) of third parties and damages resulting therefrom.

VI.



1. The Service Provider does not bear liability for:
 - a) the manner in which Users use the Portal or the Systems, or for any consequences resulting therefrom;
 - b) any damages resulting from inconsistent with applicable law or the provisions of these Regulations, the provisions of the regulations regarding individual Services or Website Services, as well as the provisions of the regulations regarding individual Systems and their System Services, activities of the User.
2. The Service Provider is not responsible for the User using the Portal in a manner contrary to the provisions of these Regulations or the law.
3. The Portal and the Materials contained therein, as well as the Systems and Materials contained therein, including works, trademarks, databases, their selection and combination on the Portal or as part of the Systems, are protected by applicable law, in particular the Act of February 4, 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2017, item 880, as amended), the Act of June 30, 2000. Industrial property law (i.e. Journal of Laws of 2017, item 776, as amended) and the Act of April 16, 1993 on combating unfair competition (i.e. Journal of Laws of 2018, item 419, as amended .).
4. The use of works or databases made available on the Portal or as part of the Systems does not mean that Users acquire any rights or licenses to these works or databases.
5. When making a payment, the User may use the following forms of payment: Payment Cards Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro.
6. If there is a need to refund moneys for a transaction made by the customer with a payment card, the Service Provider will refund moneys to the bank account assigned to the User's payment card.
7. Order processing time for card payments is up to 48 hours and is counted from the moment the positive payment card authorization is obtained.

The User may withdraw from the contract within 14 days of delivery of the product.

8. The entity providing payment processing within the Portal is Blue Media Join-stock Company with its registered office in Sopot, address: 81-718 Sopot, ul. Powstańców Warszawy 6, KRS No. 0000320590 (acting as a settlement agent for the benefit of the Partner).

VII.

1. When using the Portal or the Systems on the User's computer, "cookies" may be saved. The installation of "cookies" is necessary for the proper provision of Services on the Portal and for the proper provision of System Services as part of the Systems. The "cookies" files contain information necessary for the proper functioning of the Portal, Website Services and Systems, in particular, those requiring authorization.
2. Detailed information on the privacy policy, including the use of "cookies" can be found in the regulations of individual Systems or Services, as well as in the regulations regarding individual Systems and their System Services and in the Privacy Policy document.
3. The administrator of Users' personal data or the legal representatives of those Users who are under 13 or 18 (depending on the Portal) or are totally incapacitated, is Polish Yachting Association with its registered office in (03-901) Warsaw, al. ks. J. Poniatowskiego 1.
4. The data administrator has appointed a data protection officer who can be contacted in matters related to the protection of personal data at the following e-mail address: iodo@pya.org.pl and by correspondence (03-901) Warsaw, al. ks. J. Poniatowskiego 1.
5. The personal data of Users or the legal representatives of those Users who are under 13 or 18 (depending on the Portal) or are totally incapacitated, will be processed for the following purposes:
 - a) performance of System Services or Services pursuant to art. 6 clause 1 let. b Regulation 2016/679 of the European Parliament and of the (EU) Council of April 27, 2016 on the protection of individuals 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) (Journal of Laws EU.L No. 119, page 1) (hereinafter referred to as "GDPR"),

- b) fulfilling legal obligations incumbent on the Service Provider pursuant to art. 6 clause 1 let. c GDPR,
 - c) implementation of the legitimate interests of the Service Provider pursuant to art. 6 clause 1 let. f GDPR, understood as:
 - implementation of organizational, sporting and disciplinary rules established by the PYA in competition,
 - keeping statistical activities, registration and archival resources on the history of sailing
 - determination, investigation or defense of claims related to the System Services or Services used by the User,
 - marketing of the Service Provider's products and services. When undertaking marketing activities using an e-mail address or telephone number, the Service Provider bases them on the consent obtained in this respect,
 - marketing of products and services of entities cooperating with the Service Provider.
 - When undertaking marketing activities using an e-mail address or telephone number, the Service Provider bases them on the consent obtained in this respect.
 - d) publication of selected Users' data (name, surname, image) pursuant to art. 6 clause 1 let. a GDPR, i.e. the consent expressed by Users or statutory representatives of those Users who are under 13 or 18 (depending on the Portal) or are totally incapacitated (art. 6 clause 1 let. a GDPR).
6. The recipients of Users' personal data or the legal representatives of those Users who are under 13 or 18 (depending on the Portal) or are totally incapacitated, may be state authorities authorized under separate provisions for the purposes of their proceedings. In addition, data of the Users or the abovementioned legal representatives may be transferred to entities processing personal data at the request of the administrator, including IT service providers, contractors of consulting or auditing services, or cooperating with the PYA as part of marketing campaigns - where such entities process data on the basis of a contract with the administrator and only in accordance with the administrator's instructions.
7. Personal data of Users or legal representatives of those Users who are under 13 or 18 (depending on the Portal) or are totally incapacitated, will be stored until:
- a) termination of the contract for the provision of Services in the Portal or the contract for the provision of System Services under the System, and after its completion within the deadlines and scope of which are defined in the Act of July 18, 2002 on the provision of electronic services (i.e. Journal of Laws of 2017, item 1219, as amended), including limitation of claims for the use of the Portal,
 - b) the termination of the obligation to process data arising from applicable law,
 - c) raising an objection referred to in art. 21 paragraph 1 GDPR and the Service Provider's acknowledgment that this objection is justified (applies to situations where the basis for data processing is the legitimate interest of the Service Provider),
 - d) withdrawal of consent to data processing if it is the basis for such processing,
 - e) withdrawal of consent to use the e-mail address and phone number for marketing products and services of the Service Provider.
8. Users or statutory representatives of those Users who are under 13 or 18 (depending on the Portal) or are totally incapacitated, have the right to access their data and the right to correct, delete, limit processing, the right to transfer data, the right to bring objection, the right to withdraw consent at any time without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal. In the event of a request to delete personal data necessary to perform a specific Service, a request to delete it is tantamount to a declaration of termination of the contract for the provision of the given Service.
9. Users or statutory representatives of those Users who are under 13 or 18 (depending on the Portal) or are completely incapacitated, have the right to lodge a complaint with the President of the

Office for Personal Data Protection, if they consider that the processing of their personal data violates the provisions of the GDPR.

10. Providing personal data by the User or the User's legal representative of a User who is under 13 or 18 (depending on the Portal) or totally incapacitated is voluntary, but may be necessary to register on the Portal or to provide Services on the Portal, as well as to access and use individual Systems and their System Services.
11. Personal data of Users or legal representatives of those Users who are under 13 or 18 (depending on the Portal) or are totally incapacitated, are not transferred to third countries. In the event of intending to transfer Users' personal data to a third country or international organization, the Service Provider may transfer it, ensuring an adequate level of protection or adequate security. In such a situation, the Service Provider will enable obtaining copies of data transferred to third countries.
12. Every Portal User who also has access to and uses individual Systems and their System Services has the right to lodge a complaint in matters related to the functioning of the Systems and the provision of their System Services. Complaints regarding Systems and the provision of their System Services should be submitted electronically to the following address: pyabiuro@pya.org.pl or by post to the following address: Polish Yachting Association with its registered office in (03 - 901) Warsaw, al. ks. J. Poniatowskiego 1.
13. The Service Provider will consider the complaint within 14 days of its receipt and notify the User to the address provided by the User in the complaint.
14. If the consideration of a complaint requires the User to obtain additional explanations or supplement the data or information provided in the complaint, the time for considering the complaint shall be extended by the time of providing explanations by the User.
15. Detailed provisions regarding the submission and consideration of complaints regarding Systems and the provision of their System Services may be provided in the regulations for individual Systems and their System Services.
16. The PYA informs that personal data are transferred to entities providing services related to the functioning of the Portal: Blue Media S.A. with its registered office in Sopot, address: 81-718 Sopot, ul. Powstańców Warszawy 6 (KRS (National Court Register) number 0000320590); Blue Services Ltd. with headquarters in Sopot, address: 81-718 Sopot, ul. Powstańców Warszawy 6 (KRS: 0000350284); K3 Civil partnership W. Kowalski, R. Kruk with its registered office in Warsaw, address: 02-530 Warsaw, ul. Kielecka 41a (REGON number 140363168).

VIII.

1. Amendments to these Regulations will be published on an ongoing basis by the Service Provider, by publishing the current text of the Regulations on the Portal. In the absence of acceptance of introduced changes, the Registered User should delete his/her Profile and refrain from further use of the Portal and the Systems. In the event of non-acceptance of changes in the Regulations, an unregistered User should refrain from using the Portal.
2. The use of the Portal by the Registered or unregistered User (and in the case of a Registered User - also the use of the Systems) after making changes to the Regulations means their acceptance. The Regulations and all amendments thereto enter into force on the day they are published on the Portal's websites.
3. In matters not covered by these Regulations, in the regulations regarding individual Website Services or Services available on the Portal and in the regulations regarding individual Systems and their System Services, the applicable Polish law shall apply, and all disputes shall be settled by the competent Polish courts.
4. The regulations are available on the websites www.events.pya.org.pl, www.polsailing.pl and www.ebiuro.pya.org.pl