

## SPSympo-2023 TERMS AND CONDITIONS

### § I. Definitions

Any concepts as a sign of their definition in this regulations written in capital letters should be interpreted only as defined in it.

1. The following concepts should be understood as defined below:
  - a. **Act on Consumer's Right** - Act on Consumer's Right of 30 May 2014 (Journal of Laws item 827, as amended);
  - b. **Account** – account on the Website, necessary for the usage of the Website functionalities relating to the Conference and Participation;
  - c. **Account Registration** – creation of the Account;
  - d. **Address of the MIKON Foundation** – [www.ire.pw.edu.pl/fmikon/](http://www.ire.pw.edu.pl/fmikon/);
  - e. **Conference** – conference under the title: Signal Processing Symposium (SPSympo-2023), which will be organized from 25 to 28 September 2023;
  - f. **Electronic Payment** - payment for participation in the Conference made through the Electronic Registration System;
  - g. **Electronic Registration System** – the online service available as a subpage of the Website, enabling an abstract and a full paper submissions, registration for the Conference participation of a given Participant, a selection of the payment method for Participant's participation in the Conference, and the subsequent payment;
  - h. **MIKON Foundation** - foundation operating under the name: the MIKON Microwave and Radiolocation Foundation with it registered office in Warsaw, (postal code) 00-665, Nowowiejska St. 15/19, Poland, entered under KRS number 0000558655 in the register of associations, other social and professional organizations, foundations and independent public healthcare institutions of the National Court Register and in the register of entrepreneurs of the National Court Register, identified by the Tax Identification Number PL7010485008, REGON: 36155860400000;
  - i. **Paper submission** - a process of submitting the extended abstract or the final paper in accordance with the guidelines presented at the Website via the Electronic Registration System;
  - j. **Participant** – a natural person over 16 years old, whose participation in the Conference has been properly registered;
  - k. **Participant's Address** – e-mail address indicated in the Electronic Registration System for the purpose of creation and of the Account and its operation;
  - l. **Participation** - participation of the Participant in the Conference;
  - m. **Payer** – entity paying for the participation of the Participant in the Conference;
  - n. **Personal data** – personal data of the Participants, Payers or Users collected by the MIKON Foundation through the Electronic Registration System;

- o. **PayPal** – a payment platform with a website and a phone app that enables payments between parties through online money transfers;
  - p. **Registration** – registration for the participation in the Conference;
  - q. **Terms & conditions** – these regulations;
  - r. **User** - a natural person creating the Account. In ordinary course of events, User shall be Participant;
  - s. **Website** – dedicated to the Conference website at <http://spsympo23.pwr.edu.pl>;
2. The titles of the individual editorial units of the Terms & conditions are only for the convenience of using the copy of the Terms & conditions.

## **§ II. General**

1. The Terms & conditions define in detail the rules related to paper submissions, making the Registration and payment for Participation.
2. Creation of the Account, Paper submission, Registration or payment for Participation imply acceptance of the Terms and conditions.
3. The MIKON Foundation is an organizer of the Conference.
4. The condition for Participation by a given Participant is a complete Registration. All Registrations are regarded complete only having made the full payment prior to the Conference as recorded by the MIKON Foundation bank transfer record data.

## **§ III. Registration**

1. Registration is tantamount to acceptance of the Terms & conditions by the Participant and constitutes the Participant's obligation to comply with it.
2. Registration of Participants is made only through the Electronic Registration System. To use this online registration system, one Account must be created each Participant.
3. Participant Address and the address of company/institution (i.e. university) with which the Participant is associated must be indicated for each Participant during the Account registration. Multiple Account registrations with the same Participant Address will not be accepted by the system.
4. After successful Account registration the User will receive his/her login access to administrate the profile, submit abstracts or papers, download information/updates for the Conference, and to make the payment for Participation.
5. Registration ends on the date indicated on the Website, which means that it is not possible at a later time.
6. Account registration and Registration will be confirmed by a message sent to the Participant's Address.
7. The MIKON Foundation may cancel the Registration for a given Participant when, within the time limit referred to in the provision of § IV para. 1 of the Terms & conditions, the fee for participation of the Participant in the Conference is not paid in full.

8. The MIKON Foundation will notify the Participant about the cancellation of the Registration concerned by sending a relevant message by e-mail to the Participant's Address.
9. Cancellation of the Registration by the MIKON Foundation in accordance with para. 7 above, may not constitute grounds for any claims against the MIKON Foundation.
10. If any person is registering on behalf of another individual, it is this person's responsibility to ensure the Participant is aware of these Terms & conditions and accepts them. By completing the registration on behalf of another individual the person who has made the Registration is warranting that he/she has made the Participant aware of these Terms & conditions and that they have accepted these Terms & conditions.

#### **§ IV. Fee for participation in the Conference**

1. Information on the amount and date of payment of the Conference fees is published on the Website.
2. The date of payment for Participation is the date the MIKON Foundation receives the money on its account.
3. The registration fee, regardless of its category, will include a feasibility of attendance to all scientific sessions, tutorials, seminars, vendor presentations via the online conference system, the final programme, and the e-Book of abstracts.
4. In order to qualify to the student or PhD student discounted registration, a scanned copy of valid student ID will be required to upload during the registration/payment for the conference. Postdoctoral candidates have to pay the normal registration fee and are not considered under this category.
5. Payment for participation in the Conference may be made in:
  - a. Polish zloty (PLN);
  - b. euro (EUR).
6. The choice of the method and currency of payment for Participation should be made in the Electronic Registration System during the Registration of a given Participant. The following types of payment are available:
  - a. payment to the bank account, based on a proforma invoice that will be issued by the Electronic Registration System and will be sent to the Participant Address;
  - b. payment by Electronic Payments (credit card or a quick transfer).
7. All payments should have the following notification: Participant's Name + SPSympo 2023.
8. Electronic Payments are handled by the Paypal platform. Additional rules for implementing the Electronic Payments are set out in the *Regulations for the provision of services by electronic means* in Annex II to this Terms & conditions.
9. Before making an Electronic Payment, Payer shall ensure that by the Paypal platform supports payments from the bank or from the card from which the payment transaction will be performed.

10. Immediately after the Electronic Payment has been correctly made, the Paypal platform will send to the Participant's Address an e-mail with a confirmation of Electronic Payment.
11. In the event of by the Paypal platform errors, after the expiry of the time for Electronic Payments, cancellation or rejection of Electronic Payments, the messages appearing in the Electronic Registration System or by the Paypal platform or in automatically generated messages sent to the Participant's Address should be followed.
12. If the payment for Participation is made by traditional bank transfer, the message referred to in the provision of § III para. 6 of the Terms & conditions, will also contain information on the amount of the fee in the selected currency and the bank account number to which the payment for Participation should be made.
13. All bank transfer fees related to payments for Participation by traditional bank transfer (commissions, port, etc.) shall be charged to the Payer. This means that if the amount for the Participation, which will be credited to the MIKON Foundation's account, is reduced by the amount of any bank charge, the Participant is obliged to pay the missing amount at the request of the Foundation, no later than on the first day of the Conference. Until then, registration is conditional. Provision of § II para. 4 of the Terms & conditions shall apply accordingly.
14. For bulk payment orders, a full list of the Participants' names, a name of the payer (for the purpose of invoicing), with its address and VAT No. must be sent to: [spsympo23@pwr.edu.pl](mailto:spsympo23@pwr.edu.pl) A proforma invoice will be issued by the Mikon Foundation and will be sent to the Participant Address provided by the Participant on the registration form,
15. If the payment for Participation is to be confirmed by a VAT invoice, the appropriate field in the Electronic Registration System shall be properly filled in and provide the payer (for the purpose of invoicing) details, upon which the MIKON Foundation will issue a VAT invoice after the payment of the Conference fee of the Participant, and subsequently send it to the Participant's Address.
16. Users who agree to receive an electronic invoice during registration process, will receive the invoice in pdf format sent to the Participant Address provided on the registration form.

## **§ V. Resignation from the Participation**

1. Registration will be confirmed only after the full payment is received.
2. The Participant being a consumer may resign from Participation (i.e. withdraw from the contract with MIKON Foundation) with no extra charge within 14 (say: fourteen) days from the date of Registration, according to Act on Consumer's Right. In order to submit a declaration of withdrawal, the Participant may use the withdrawal form in Annex I to this Term & conditions.
3. To meet the indicated deadline it is necessary to send a declaration of withdrawal from the contract before the indicated term lapses by registered mail to the following address: MIKON Foundation, Nowowiejska St. 15/19, 00-665, Warsaw, Poland or by e-mail to the following e-mail address: [spsympo23@pwr.edu.pl](mailto:spsympo23@pwr.edu.pl).

4. In the event of exercising the withdrawal right as specified hereinabove in section 3, the contract for Participation is considered void and the parties return to each other everything that was being paid. The Foundation will refund the amount paid by the Payer in full within 14 days of submitting the declaration of withdrawal, to the account from which the relevant amount was paid, respectively by:
  - a. electronic payment;
  - b. traditional bank transfer.
5. Except for those referred to in para. 1, cancellations of Participation are allowed, with following reservations:
  - a. all cancellations received by Foundation before August 1, 2023 entitles the Foundation to administration fee in amount of 25% of the Conference fee, deductible from the fee paid on behalf of relevant Participant;
  - b. all cancellations received by Foundation after August 1, 2023 will not be considered.
6. Refunds of the fee paid by the Payer for Participation under section 5, reduced by the direct costs of a return transfer and administration fee (if applicable), shall be made to the Payer, to the account from which the Payer has paid the relevant fee, respectively by:
  - a. electronic payment;
  - b. traditional bank transfer.
7. All refunds aforementioned under section 5 will be paid after the Conference.

## **§ VI. Cancellation of the Conference**

1. In the event that the Conference is cancelled, the MIKON Foundation will return in full the fee paid for participation of the Participant in the Conference to the Payer.
2. In the event that the date of the Conference is changed and the Participant does not wish to participate in the Conference in the new date, the MIKON Foundation will return in full the fee paid for participation of the Participant in the Conference to the Payer.
3. The refund of the fee paid by the Payer for participation in the Conference due to the cancellation of the Conference or date change, is determined by the provisions of § V para. 4 of the Terms & conditions.

## **§ VII. Participation**

1. As SPSympo-2023 is organized in a traditional format, sessions via a dedicated online system are not planned, with the exception of lectures/tutorials conducted by scientists from war zones (i.e. Ukraine). All sessions will be carried on between September 25 – September 28, 2023. Sessions will be organized in 2 or 3 thematic tracks. Visit the Website for the latest conference program information.
2. All the technical rules and aspects for remote access to the Conference will be defined by July 15, 2023 and available to the Participants on the Website.

3. The Registration entitles the Participant to access to the Conference for which he/she has registered. Any and all other costs associated with the participation shall be borne solely by the Participant, and the MIKON Foundation shall have no liability for such costs.
4. By participating in the Conference the Participant acknowledges and agrees to grant the MIKON Foundation the right at the Conference to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from the Participant or any payment to him/her. This grant to the MIKON Foundation includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.
5. The Participant acknowledges and agrees that the MIKON Foundation, in its sole discretion, reserves the right to change any and all aspects of the Conference, including but not limited to, the Conference themes, content, program, speakers, performers, hosts, moderators, venue, and time.

#### **§ VIII. Complaint procedure**

1. Any complaints regarding:
  - a. Registration – may be submitted by the Participant or User,
  - b. Participation - may be submitted by the Participant;
  - c. payments and fees for participation in the Conference – may be submitted by the Participant or the Payer.
2. Complaints must be submitted within 14 (say: fourteen) days from the day of the event which is the basis of the complaint, but no later than 3 (say: three) days before the date of the Conference – as to complaints regarding Registration or fees. The provision of § V para. 3 of the Terms & conditions shall apply accordingly.
3. In the complaint application, regardless of its form, it is necessary to include the following information:
  - a. Participant full name,
  - b. Payer's or User (depending on complaint) denomination,
  - c. the reason for submitting a complaint,
  - d. detailed description of the complaint event,
  - e. the address to which the reply should be sent.
4. To be considered, complaints have to:
  - a. be sent in an appropriate manner and in a timely manner, and
  - b. contain all the required information referred to in para. 3 letters a-d above.
5. The MIKON Foundation recognizes complaints promptly, however not later than within 14 (say: fourteen) days from the date of receipt of a proper complaint notification.
6. The settlement of the complaint application is sent to the address indicated in complaint or Participant's Address (in case no other address was indicated).

## § IX. Personal data

1. The MIKON Foundation is the controller of the Personal Data.
2. The MIKON Foundation may processes following Personal Data (depending on the scope, as submitted by data subject):
  - a. of the Participant:
    - 1) first and last name;
    - 2) full academic title / professional position;
    - 3) e-mail address;
    - 4) Organization / Company with which the Participant is associated;
    - 5) correspondence address.
  - b. of the Payer:
    - 1) first and last name or other designation;
    - 2) account number and bank designation;
    - 3) address.
  - c. of the User:
    - 1) e-mail address;
  - d. of the payer (for the purpose of invoicing):
    - 1) first and last name / business name;
    - 2) address;
    - 3) tax identification number.
3. The MIKON Foundation processes Personal Data:
  - a. For the purpose of participation in the Conference, payments (including invoicing) and maintaining and use of the Account;
  - b. on the basis of:
    - 1) necessity for the performance of the contract concluded with the MIKON Foundation,
    - 2) voluntary consent of the data subject, if such a consent is not necessary to participate in the Conference, but useful for other purposes, like contact purposes or Paper submission,
    - 3) provisions of law, that is related to invoicing and accounting;
    - 4) legitimate interests pursued by the controller such as pursuing claims.
  - c. in accordance with applicable law.
4. Data subjects have right to:
  - a. inspect and correct their Personal Data;
  - b. transfer their Personal Data to another controller;
  - c. erase their Personal Data, if allowed by law, especially as a result of withdrawal of their consent to process them, however in that case withdrawal may prevent them from Participation or using the Account;
  - d. object to Personal Data processing based on Controller's legitimate interests.
5. In the event that the payment for Participation takes place via Electronic Payment, Personal Data are processed by by the Paypal platform, according to the rules set by the Paypal platform.

6. When using the Website, the rules of the adopted privacy policy apply. They can be found at <https://spsympo23.pwr.edu.pl/privacy-policy/>.

### **§ IX. Procedural provisions**

1. All legal relations to which the Terms & conditions apply are subject to Polish law, with the reservation, however, that the choice of foreign law for the consumer who is their party does not deprive such person of protection resulting from the mandatory provisions of law in the country of his permanent place of residence.
2. The Terms & conditions are available on the Website.
3. The MIKON Foundation is entitled to amend the Terms & conditions, but any amendments to the Terms & conditions come into force upon publication on the Website of the consolidated text of the Terms & conditions taking into account the changes.
4. Questions about the Terms of Service should be sent to the Address of the MIKON Foundation.

*Annex I – Conference withdrawal form*

*Annex II - Regulations for the provision of services by electronic means*

*Date: 5 February 2023*



## SPSYMPO-2023 WITHDRAWAL FORM

*If you wish to withdraw your participation from the Signal Processing Symposium 2023, please fill out and return this form by email to: [spsympo@info.p.lodz.pl](mailto:spsympo@info.p.lodz.pl) or by a traditional post to MIKON Microwave and Radiolocation Foundation, Nowowiejska St. 15/19, 00-665, Warsaw, Poland.*

I hereby revoke my registration concluded by me for the participation in the Signal

Processing Symposium 2023 made on \_\_\_\_\_

and request the refund of amount \_\_\_\_\_

\_\_\_\_\_  
Name of the Participant

\_\_\_\_\_  
Participant e-mail Address

\_\_\_\_\_  
Signature of the consumer (only in the case of communication on paper)

\_\_\_\_\_  
Date