

Regulations on WT Contributor Participation in Live Dictionary Initiative

Art. 1. General

1. Definitions

- a. **ABSL**, Związek Liderów Sektora Usług Biznesowych (*Eng. Association of Business Service Leaders*), Rondo Organizacji Narodów Zjednoczonych 1, 00-124 Warszawa, Poland.
- b. **WT Contributor**, a physical person approved or invited by the Organiser to take part in the Initiative by recording and sharing self-taped material
- c. **Organiser**, the ABSL.
- d. **Partner**, any natural or legal person, or an organisation without legal personality, supporting, or financing, or co-financing the organisation of the Initiative.
- e. **Registration System (System)**, a web application, owned by SurveyMonkey, handling the registration of Participants for the Initiative.
- f. **User**, any person using the System to perform the Event registration process on its own behalf or on behalf of another WT Contributor.
- g. **Initiative Participation Contract**, a contract between the Organiser and the WT Contributor laying down terms and conditions of the WT Contributor's public intervention and participation in the Initiative that consists of: (i) the provisions of these Regulations; (ii) Separate Agreements Between the Parties, and (iii) binding legal regulations.
- h. **Initiative**, Live Dictionary organised by Związek Liderów Sektora Usług Biznesowych (*Association of Business Service Leaders, ABSL*).

2. Additional information

- a. The Initiative is a part of #WorkingTogether Program with official on-line service available at: <https://absl.pl/workingtogether/>.
- b. The System covers the service of storing the User registration details (including full name, name of the employer, position, email address and telephone number, recording) and the handling of the registration process (involving the collection, recording, storing, updating, supplementing and removing of such details) by the Organiser.
- c. The technical requirements involved in the use of the System are no different from those involved in the general use of the Internet. The User will need a computer with Internet access and browsing software. Recommended browsers include: Mozilla Firefox or Google Chrome.

Art. 2. Terms and conditions of WT Contributors' participation

1. WT Contributors shall accept the provisions of these regulations and shall register for the Initiative in order to participate in the Initiative.
2. The WT Contributors' and the Organiser's rights and obligations are regulated hereunder. Without prejudice to these Regulations, the WT Contributors and the Organiser (collectively referred to hereunder as "**Parties**") to the Initiative Participation

Contract may adopt separate agreements between the Parties. Where contradictions, if any, may arise between the provisions of such separate agreements between the Parties and these Regulations, the separate agreements Between the Parties shall prevail, as they modify or refine the Regulations.

3. WT Contributors shall not be entitled to remuneration for the preparation or delivery of their recording, nor for any other activities related to their participation in the Initiative.

Art. 3. WT Contributors Registration

1. Users can take part in the Initiative by registering for the Initiative via an on-line form available at <https://www.surveymonkey.com/r/Live-Dictionary>.

2. The registration will take place from 7 Oct 2021 to 30 Nov 2021.

3. To correctly register in the System Users must fill in all fields marked with an asterisk (*).

4. By entering their details in the System during the registration process Users confirm that the details are correct.

5. After filling in and confirming the truthfulness of the details entered in the registration form, the Users will be emailed a message confirming the registration to the email address they have provided.

6. During the registration process Users may send the file either via the form or external link. The materials shall be sent in .mp4 format.

Art. 4. WT Contributor's Obligations

1. The Organiser reserves the right to use the e-mail address and telephone number given during the Initiative registration for the purpose of notifying WT Contributors on matters such as, but not limited to, changes to the Initiative Regulations.

2. By registering for the Initiative, the WT Contributors confirm to have acquainted themselves with and commit themselves to observing the Regulations.

3. The WT Contributors commit to record their cases in compliance with their professional ethical codes, with generally established principles of mutual respect, and with the Organiser's renown and values in mind.

4. A WT Contributor shall be fully and exclusively liable for the content of his or her recording, as well as materials presented during the recording, and shall especially be liable towards third persons for any violation of their rights, if any, including under the law on copyright and related rights, intellectual property law, etc.

5. The WT Contributors shall submit their recordings no later than by 30 November 2021. The WT Contributor hereby consents to the Organiser using these materials submitted to him on the conditions and within the fields of exploitation named in Art. 6 below (non-exclusive license).

6. The Organiser reserves the right to raise reservations about the contents submitted by the WT Contributor and the WT Contributor undertakes to accept any such comments made in that mode and to introduce relevant corrections. In particularly justified cases the Organiser reserves a right not to exploit the contents submitted by the WT Contributors, if a risk arises that these might violate the rights or legitimate interests of the Organiser or of a third party.

7. The WT Contributor hereby acknowledges that should the Organiser determine that the WT Contributor is in breach of the provisions of these Regulations, the Organiser shall have the right to refuse to use of recording submitted by WT Contributor.

Art. 5. Exploitation of Image, Voice and Utterance and Content

1. Without prejudice to the provisions of Art. 6 (Personal Data), the Organiser hereby declares and the WT Contributor accepts that the recording will be post-produced and that the works thus produced may subsequently be used for broadcasting in mass media (TV, radio, Internet, press, etc.) or for the purposes of documentation, promotion, or advertisement of the Organiser, Partners and other persons indicated by the Organiser, as well as of the Initiative itself (commercial use).

2. The WT Contributors allow the Organiser to make changes in the content and form of works at any time (in particular by making abbreviations, summaries, changing graphic elements, cutting the videos, etc.) without the need to obtain consent or inform the WT Contributors. The Organiser also has the right to make changes to materials sent by WT Contributors, in particular resulting from the possible further development of the works for the purposes related to the use in the business, commercial or promotional activities carried out by the Organiser, Partners and other persons indicated by the Organiser.

3. The WT Contributors hereby authorise the Organiser to use their image and/or voice and utterances and hereby provides non-exclusive and free-of-charge consent, without any restrictions of time or territory, to their use by the Organiser or by any entities authorised to do so by the Organiser in the following fields of exploitation:

- a. Production and reproduction using printing, reprographic, magnetic, digital, photosensitive, audio-visual, optical, or computer recording techniques;
- b. Entering in computer memory or multimedia networks as well as other electronic devices and computer networks;
- c. Multiplication and recording the work or parts of it (or any of its elements) using digital and analogue techniques on any electronic and analogue media;
- d. In marketing – direct or indirect entering into circulation using any available avenues, techniques and carriers and on all available distribution channels, including:
 - (I) By the transfer of ownership, a loan, lease or rent, and making available for use of the original or a copy on the grounds of other legal relationships;
 - (II) As a component of any entity’s activity, their know-how or items of intellectual or industrial property, as well as while offering or selling any products or services,

and as part of any information, promotion or advertising campaigns, and in any offer, commercial or promotional materials of any entity, as well as by using any technologies and carriers described under letter a) above, in any activity;

e. Broadcasting and rebroadcasting through cable or wireless vision signal by a terrestrial station or via a satellite, by TV or radio broadcast (including in a cable or coded TV), including a right to rebroadcast on digital platforms and/or in cable networks, webcasting, and simultaneous integral broadcasting (rebroadcasting) by any radio or TV broadcaster;

f. Public exhibition, screening, playing, or any other use in any format of exploitation, in particular in open and private viewings, ticketed or otherwise;

g. Making the work or parts of it (or any of its elements) publicly available in such a way as to make it available to anyone at a time and place chosen by them and with any technique;

h. Using the works, their parts or fragments in multimedia recordings, TV broadcasts, films, etc.,

i. Posting the works, their parts, or fragments as an independent whole or as part of other collective works in various publishing, audio-visual and multimedia forms,

j. Transferring the work to partners, including a right by such partners to use the work or the content of the work, including the granting of licenses with the right to sublicensing;

k. Any formats of translation of utterances;

l. In scope of producing, using, disposing and the dissemination of derivative works of pieces of work produced using the image and/or utterances; such consent and authorisation shall cover using them in the exploitation fields defined in sections a-j above.

Art. 6. Personal Data

1. The personal data controller shall be Związek Liderów Sektora Usług Biznesowych (*Eng. Association of Business Service Leaders*) with its registered address in Warsaw, ul. Rondo ONZ 1, 00-124 Warszawa, registered with the National Court Register under No. 340712. For questions related to personal data processing and any rights, please contact us in writing at: ul. Rondo ONZ 1, 00-124 Warszawa, or by email at: absl@absl.pl.

2. The WT Contributor's personal data will be used in accordance with conditions defined in the Regulation (EU) 2016/679 of the European Parliament and 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 (GDPR), Law of 10 May 2018 on the protection of personal data (Official Journal, Dz.U. of 2018, item 1000, UODO), Polish regulations adopted to facilitate the application of the GDPR, and any other applicable legal regulations, and these Regulations.

3. The WT Contributor's personal data provided through the on-line application shall be processed for the purpose of and within the scope related to the Initiative. The grounds of the personal data processing are provided by Art. 6.1.b) of the GDPR – performance of the Initiative Participation Contract. The Organiser may also process the data to determine, defend or pursue claims remaining in connection with the Initiative that is organised, which constitutes its legitimate interest (Art. 6.1.f GDPR). In these cases, personal data will be stored until the expiration of punishable offences or claims, as defined by relevant legal regulations.

4. The Organiser will also process personal data of the WT Contributors to comply with its legal obligations under the tax and accounting regulations, in particular in terms of the correct documentation of transactions for tax settlements, preparing its financial reports and complying with the accounting regulations, i.e. to perform duties necessary for compliance with a legal obligation (Art. 6.1.c GDPR). In this case, the personal data will be stored for a period defined by the relevant accounting regulations and tax regulations.

5. The WT Contributor's personal data, in terms of their image, voice and utterance content, recorded in audio-visual formats, shall be processed by the Organiser and by its Partners under the terms and conditions detailed in Art. 6 herein. Such personal data processing shall be performed on the grounds provided by Art. 6.1.b) of the Polish GDPR Law – the delivery of the Initiative Participation Contract. Such data shall be stored for the period necessary to achieve the purposes they have been collected for.

6. Additionally, based on and solely to the extent that the WT Contributors have provided their consent, personal data will be processed to the extent necessary to deliver the objective(s) of the contract, to which such consent has been given. The grounds for personal data processing are provided by Art. 6.1.a) GDPR – freely given, unambiguous, informed and specific agreement of the person to whom the data is related. Personal data processed under such consent shall be stored for a period necessary for the purposes they have been collected for and in any case no longer than until the WT Contributor may withdraw his or her consent. Withdrawal of consent shall not affect the legality of any processing performed upon this consent prior to its withdrawal.

7. The WT Contributor submits his or her data freely.

8. The Organiser may transfer personal data outside the European Economic Area pursuant to the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (2010/87/UE), in the case of publishing materials regarding to the Initiative on social networks, incl. LinkedIn, Facebook, YouTube. By accepting these Regulations, the WT Contributor consents to the conclusion of Standard Contractual Clauses on his/ her behalf and for his/ her benefit. The content of the Standard Contractual Clauses in relation to the aforementioned social networks is presented below:

a. Facebook Ireland Ltd: https://www.facebook.com/legal/EU_data_transfer_addendum

b. Google LLC: <https://privacy.google.com/businesses/processorterms/mccs/>

c. LinkedIn Corporation:

<https://www.linkedin.com/help/linkedin/answer/62548/przekazywanie-danych-z-unii-europejskiej-europejskiego-obszaru-gospodarczego-i-szwajcarii?lang=pl>

9. Personal data may be transferred to the following recipients: a) Partners, c) our partners and service providers involved in the organisation of the Initiative; d) a provider of a hosting service for data processed automatically or via e-mail, including Facebook, Inc., the LinkedIn Corporation and Google LLC; e) the developer of ABSL Community application; f) accounting and legal service providers; g) members of the Organiser; h) state bodies to the extent the Organiser is bound by its obligations under mandatory rules of law.

10. WT Contributors shall have the right to: a) access and receive copies of their data, b) demand to rectify (correct) their data, c) demand to remove their data or limit their processing, d) file an objection to data processing in cases defined by law, d) transfer the data that is subject to automated processing (to the extent permitted by the GDPR), and f) make claims to the supervising authority, namely the President of the Polish Personal Data Protection Office.

11. The Organiser shall not engage in automatic decision-making, including profiling using personal data.

Art. 7. Final Provisions

1. The Organiser reserves the right to make changes to these Regulations. After each such change, the Organiser shall make available a consolidated text of the Regulations by posting it on the WorkingTogether Program website (<https://absl.pl/workingtogether/>). Such a new text of the Regulations may also be mailed to the WT Contributors. All WT Contributors already registered for the Initiative should promptly take note of such changes, as published by the Organiser.

2. The court with jurisdiction over any disputes arising from the Contract shall be a court with jurisdiction at the Organiser's registered address.

3. These Regulations shall come into force on 7.10.2021.