



Polska Agencja
Inwestycji i Handlu
Grupa PFR

POLISH-JAPANESE EXPORT FORUM

Osaka, 20 May 2025

PARTICIPATION RULES

STATEMENTS



Polish-Japanese Export Forum Participation Rules

Osaka, 20 May 2025

§1

Basic Definitions

Whenever the following terms are used in these Rules, they will be understood as follows:

1. **Agency:** Polska Agencja Inwestycji i Handlu S.A. [Polish Investment and Trade Agency] with its registered office in Warsaw at ul. Krucza 50, 00-025 Warsaw.
2. **Applicant:** a Polish enterprise applying to participate in and use the dedicated conference space at the Polish-Japanese Export Forum in Osaka, 20 May 2025.
3. **Forum:** the Polish-Japanese Export Forum held on 20 May 2025 at the Hilton Hotel, Osaka, 530-0001 [three characters in a foreign language:] 大阪市1 Chome-8-8 Umeda, Kita Ward.
4. **Form:** an electronic application form posted at the Agency's website.
5. **Participant:** a Polish enterprise using the dedicated conference space at the Polish-Japanese Export Forum in Osaka, 20 May 2025.
6. **Organiser:** Polska Agencja Inwestycji i Handlu S.A. [Polish Investment and Trade Agency] with its registered office in Warsaw at ul. Krucza 50, 00-025 Warsaw.
7. **Service:** the opportunity granted by the Agency to use the conference space at the Polish-Japanese Export Forum and services related to attending the Forum free of charge.
8. **Materials:** photographs and recordings taken during the Forum.
9. **Call:** recruitment process aimed at selecting Forum Participants in which the Applicant participates.

§2.

General

1. The conference space provided will be administered and operated by Polska Agencja Inwestycji i Handlu S.A., hereinafter "Agency" or "PAIH S.A.".
2. The Polish-Japanese Export Forum Participation Rules, hereinafter referred to as "**Rules**", set forth the rules for participating in the event and using related services.
3. Participation in the Call and in the Forum is voluntary. The Call is nationwide.
4. The objective of the Service is to support the exports potential to the Japanese market, including in particular with respect to key strategic industries identified as prospective on the Japanese market: green technologies (including in particular with respect to hydrogen), gaming, medical/pharmaceutical, cosmetics, IT/Fintech, and agri-food on the international arena and to create conditions permitting the use of the Polish organisations' potential to establish international cooperation with other entities that operate in the Japanese market.



§3

Applying to Attend the Event

1. Application process:
 - The Applicant will complete the Form **by 11 p.m. on 10 May 2025**.
 - The Applicant consents to the terms of use of the Service as set forth in the Statement and these Rules and to complying with any directions and guidelines determined by the Agency.
 - Applicants applying to use the Service will be required to meet the criteria set forth under §4 of the Rules.
2. Completing and submitting the Form will be tantamount to the Applicant's declaration that, as at the date of submitting the application, no circumstances exist that prevent the Applicant from participating in the Forum. The above includes, but is not limited to, the Applicant covering at its own expense any and all logistics costs connected with participating in the Forum (transportation, accommodation, board, transporting information materials, and any other related costs), the ability to travel to Japan, providing personnel to represent the Applicant, etc.
3. The Call to participate in the Forum is a one-stage process.
4. Applications that are incomplete, do not meet the formal Call terms or the requirements of the Rules, and applications submitted after the deadline will not be considered.
5. Applying to participate in the Call and completing the Form does not grant the Applicants any rights to raise claims against the Agency for any award or for reimbursing costs incurred to participate in the Call.
6. Applicants will be required to familiarise themselves with these Rules before submitting the Form.

§4

Deciding on the Applicant's Participation in the Forum

1. The decision on qualifying the Applicant to participate in the Forum will be made by a Committee composed of PAIH S.A. representatives following an assessment of the complete and correctly provided information submitted by the Applicant (the Form).
2. In selecting Applicants, the Committee consisting of PAIH S.A. representatives will consider the applying organisations' operating profile criterion and verify whether the product or service presented by respective Applicants conforms to the subject area of the Forum.
3. The Committee's positive or negative decision will be communicated to each Applicant by e-mail. The Committee's decision will be final and non-appealable.
4. In the event the Agency does not select a sufficient number of Forum Participants, the Agency reserves the right to hold a supplementary call; in such a case, Applicants will be authorised to fill out the Form within five days from its publication. The Agency will post information on holding a supplementary call on the Agency's website. The provisions of sec. 1-3 above will apply mutatis mutandis.



5. In the event that the number of Applicants exceeds the possible number of Forum Participants, entities that have not qualified will be entered in a standby list in an order determined by the Committee.
6. In the event that a qualified Applicant withdraws from the Forum, the Agency will approach subsequent Applicants from the standby list.
7. In the event of an unfounded cancellation of participation in the Forum, the Participant acknowledges that its decision may be taken into consideration with respect to other events organised by the Agency to which the Participant decides to apply in the future and may be a factor in qualifying the Participant to subsequent events.
8. The Agency will be entitled to cancel the call in the event of a Force Majeure event or if the Agency decides not to hold/cancel the Forum. In such an event, the Agency will not be held liable in any way towards qualified Applicants/Participants, including in particular for damages with respect to costs incurred in connection with organising participation in the Forum or lost profits.
9. **“Force Majeure”** will be understood as an external event beyond the Party's control, which the Party could not have foreseen and which cannot be avoided or the effects of which cannot be prevented, insofar as such event affects the performance of the Agreement, including in particular natural disasters, epidemics or epidemiological risk, wars, or terrorist threats.

§5

Rules of Using the Space

1. Forum Participants will be obliged to:
 - a) familiarise themselves and comply with these Rules,
 - b) appoint a contact person for all communication with the Agency,
 - c) notify the Agency immediately of any changes concerning their representatives and data of the organisation authorised to use the Service,
 - d) comply with safety and order regulations,
 - e) notify the Agency immediately of any damage to or destruction of the equipment of the Polish-Japanese Export Forum and cover any and all costs related to culpable destruction.
2. The Participants will be using conference space at the Polish-Japanese Export Forum as designated by the Agency.
3. The Participants will bear no costs of using the Service.

§6

Liability

1. The Agency will not be held liable for any damage to or loss of movables brought by the Participants to the Polish-Japanese Export Forum.
2. The Agency will not provide security services, including but not limited to any supervision of the Participants' property brought to the Polish-Japanese Export Forum.

3. The Agency will not be held liable in any way to the Participants in the event the Forum is cancelled or its duration is shortened for reasons beyond the Agency's control, including in particular on account of Force Majeure.
4. The Participants will be obliged to notify the Agency immediately of any damage that occurs within the designated conference space.
5. In the event of breaching these Rules, the Participants may be charged with the cost of repairs to the damaged property in the amount documented by the Agency.
6. The Participants will be fully liable towards the Agency and other entities using the conference space at the Polish-Japanese Export Forum for any damage caused through the Participants' fault further to co-using the conference space.
7. The Participants' liability for culpable damage to any element of the conference space during the Polish-Japanese Export Forum will not be capped and implies the need to cover the whole damage in an amount not lower than the cost incurred by the Agency towards another Participant or other entities using the conference space.

§7

Personal Data Protection

1. The Agency will process the personal data of Applicants for the purpose of holding the Call as a processor in accordance with 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) (OJEU, L 119, p. 1), hereinafter referred to as Regulation 2016/679. **The Privacy Notice is enclosed as Appendix 1 to these Rules.**
2. The Participants' personal data in the form of their image will be processed on the basis of Article 6 sec. 1f) of Regulation 2016/679 further to voluntary consent (where such consent is given by participating in the Event) pursuant to Article 81 of the Copyright and Related Rights Act of 4 February 1994 (consolidated text: Journal of Laws Dz.U. of 2022, item 2509), including in particular through recording, use, and dissemination of such image in the form of photographs or videos taken during the Event by Polska Agencja Inwestycji i Handlu S.A. with its registered office in Warsaw, ul. Krucza 50 (00-025 Warsaw). The consent in question may be withdrawn at any time. Withdrawing such consent will not affect the lawfulness of data processing effected on the basis of that consent before it was withdrawn.

§8

Final Provisions

1. In justified cases, the Agency reserves the right to modify Service dates agreed with the Participant as stipulated in these Rules. The Participant will be notified thereof by phone or e-mail to the address indicated on the application form. Any changes to location or promotion concept will not constitute any grounds for any claims against PAIH S.A.
2. Any and all organisational issues not regulated in these Rules will be resolved by the Agency.
3. To the extent not governed by these Rules, generally applicable Polish laws will apply.

4. These Rules will be governed by and interpreted in accordance with Polish law.
5. The Parties will strive to resolve any and all disputes arising under these Rules amicably.
6. Any and all disputes arising under the Rules that are not resolved amicably will be settled by a Polish common court competent for the registered office of the Agency.
7. Submitting the Form will be tantamount to accepting the provisions of these Rules.
8. The Forum may feature taking photographs and videos (hereinafter: **"Materials"**). The Agency will be entitled to use Materials featuring the Participants' logos and trademarks free of charge to provide information about the Forum and to promote future events of a nature similar to the Forum at the Agency's website, the Agency's social media profiles (e.g. Facebook, X, LinkedIn, Youtube), and in various media (documents, publications, industry portals, etc.). The Participant hereby agrees to the Agency disseminating such Materials for promotional or informational purposes through posting them at the Agency's website and on its social media profiles both during and after the Forum.
9. Natural persons attending the Polish-Japanese Export Forum consent to the free-of-charge dissemination of their images recorded in photographic materials as well as in materials recorded by means of image and sound recording devices disseminated through the Agency's website and the Agency's social media profiles (e.g. on Facebook, X, LinkedIn, Youtube) for information and promotional purposes related to the Agency's operations.
10. The Agency will be entitled to use Materials featuring the Participants' logos and trademarks free of charge to provide information about the Forum and to promote that event as well as future events of a nature similar to the Forum at the Agency's website, on the Agency's social media profiles (e.g. Facebook, Instagram, X, LinkedIn, YouTube), and in various media (documents, publications, industry portals, etc.). The expositors consent to such Materials being disseminated for promotional or informational purposes both during and after the Forum.

Appendices:

1. Privacy notice on the processing of personal data;
2. Corporate statement of consent to the use of corporate logo;
3. Natural person's statement of consent to image dissemination.

PRIVACY NOTICE CONCERNING PAIH S.A. TRANSFERRING PERSONAL DATA FURTHER TO THE EXPRESSION OF INTEREST IN PARTICIPATING IN THE POLISH-JAPANESE EXPORT FORUM

Pursuant to Article 13 sec. 1 and 2 of the 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) (OJEU L 119, p. 1), hereinafter: “**GDPR**”, you are hereby informed of the following:

1. Data Controller

Your personal data will be administered by Polska Agencja Inwestycji i Handlu S.A. with its registered office in Warsaw (address: ul. Krucza 50, 00-025 Warsaw), entered in the Register of Entrepreneurs of the National Court Register by District Court for the capital city of Warsaw in Warsaw under KRS no. 0000109815 (hereinafter: “**Data Controller**”). You may contact the Data Controller using the contact form at www.paih.gov.pl or by e-mail at: iod@paih.gov.pl, as well as by mail at the Data Controller’s registered office address indicated above.

2. Data Protection Officer

The Data Controller has appointed a person responsible for personal data protection, i.e. a Data Protection Officer, who can be contacted by e-mail at iod@paih.gov.pl or by post at the abovementioned address of the Data Controller’s registered office, with a note “Attention: Data Protection Officer”.

3. Processing purposes and grounds

The Data Controller will be processing your personal data in order to:

- 1) collect information about persons expressing interest in participating in the Forum and contact such persons within the scope of organisational measures preceding the event: the legal basis for personal data processing is the consent of the data subject (Article 6 sec. 1a) of the GDPR).

The data subject has the right to withdraw such consent at any time. Withdrawing such consent will not affect the lawfulness of data processing effected on the basis of that consent before it was withdrawn.

- 2) establish contact with persons expressing interest in participating in the Forum: the legal basis for personal data processing is the need to process such data for purposes arising from legitimate interests of the Data Controller. In this instance, the legitimate interest of the Data Controller consists in contacting persons expressing interest in participating in the Forum (Article 6 sec. 1f) of the GDPR).

4. Data Recipients

The recipients of your personal data are entities subcontracted by the Data Controller to perform activities involving the need to process personal data, including in particular in the field of handling e-mails, providing administrative, legal, advisory, and ICT services, technical equipment providers, hosting providers, technical contractors, and entities supervising the operations of PAIH S.A, including the Minister of Economic Development, Labour and Technology. Your personal data may also be received by entities or authorities entitled to receive it, but only in justified cases and under generally applicable laws.

5. Data transfers to third countries

As a rule, your personal data will not be transferred to third countries. However, given the nature of our work concerning Expo Osaka, it may happen that it will be transferred to a third country, such as Japan. Personal data transfers will be effected pursuant to Commission Implementing Decision (EU) 2019/419 of 23 January 2019 on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council, stating the adequacy of Japan's level of data protection under the Personal Information Protection Act.

6. Data retention period

Your personal data will be stored for the following duration:

- 1) 8 months from the date of completing the process of collecting information about your interest in participating in the Forum or until you request that your data be deleted, withdraw your consent to the processing of your personal data, restrict its processing, or object to its processing or transfer;
- 2) until the Data Controller's legitimate interest has been fulfilled;
- 3) with respect to pursuing or defending against claims: until the lapse of the statute of limitations regarding such claims, in accordance with generally applicable laws;
- 4) until the expiry of the obligation to retain personal data arising from generally applicable provisions of Polish law, in particular in connection with the National Archive Resources and Archives Act of 14 July 1983.

7. Rights of data subjects

Data subjects have the following rights further to the processing of their personal data: the right of access, rectification, erasure, restricting processing, data portability, and the right to lodge a complaint with the President of the Personal Data Protection Office. You can exercise these rights in cases and to the extent provided for under generally applicable laws.

Furthermore, with respect to data processing under Article 6 sec. 1f) of the GDPR, data subjects also have the right to object to processing undertaken by the data controller in that respect, pursuant to Article 21 of the GDPR.

8. Information on the requirement and voluntary nature of providing data

Providing your personal data is voluntary; however, it is necessary for the aforementioned purposes.

9. Information on automated decision-making, including profiling

The Data Controller will not make automated decisions, including decisions resulting from profiling, on the basis of personal data.



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Statements

CORPORATE STATEMENT ON CONSENT TO THE USE OF CORPORATE LOGO

Further to promotional activities during the Polish-Japanese Export Forum, on behalf of the represented entity, I/we hereby grant my/our consent to the gratuitous use and dissemination of the Organisation's logotype by Polska Agencja Inwestycji i Handlu S.A. (PAIH S.A.) for the purposes of information and promotional activities related to the operations of PAIH S.A., without the need to obtain further approvals. Under this consent, the logotype may be posted at PAIH S.A.'s website and social media profiles, including in particular Facebook, X, LinkedIn, YouTube, and used in other promotional materials. This consent will cover any and all forms of publication, including in particular advertising posters, flyers, printed promotional material, TV spots, advertisements in newspapers, magazines, and online, etc.

This consent is not restricted temporally or territorially.



NATURAL PERSON'S STATEMENT OF CONSENT TO IMAGE DISSEMINATION

Further to my participation as Organisation Representative at the Polish-Japanese Export Forum in Osaka on 20 May 2025, I hereby grant my consent to gratuitous recording, use, and dissemination of my image/voice/statements by Polska Agencja Inwestycji i Handlu S.A. (PAIH S.A.) for the purposes of information and promotional activities related to the operations of PAIH S.A., without the need to obtain further approvals.

Under this consent, photographs, videos or recordings taken and made during the Forum and related meetings may be posted at PAIH S.A.'s website, the social media profiles of PAIH S.A. and PAIH S.A.'s Foreign Trade Offices as well as used in promotional materials. This consent will cover any and all forms of publication, including in particular advertising posters, flyers, printed promotional material, TV spots, advertisements in newspapers, magazines, and disseminated online, etc. My image may be used for various forms of electronic image processing, cropping, and composition, without an obligation to obtain my approval of the final product, but not in formats that are offensive or generally considered unethical.

This consent is not restricted temporally or territorially.

I hereby waive any and all (current and future) claims, including claims for remuneration, against PAIH S.A. for using my image/voice/statements for the purposes stipulated in this statement.

I hereby represent that I am of legal age, have full legal capacity, and have read and fully understand the above provisions.

