

**PARTICIPANT APPLICATION
(TENNIS ACTIVITIES 2023/2024)**

<i>FIRST AND LAST NAME OF PARTICIPANT</i>	
<i>DATE OF BIRTH OF PARTICIPANT</i>	
<i>E-MAIL ADDRESS OF PARENT / LEGAL GUARDIAN</i>	
<i>ADDRESS OF RESIDENCE OF PARENT / LEGAL GUARDIAN</i>	
<i>FIRST AND LAST NAME OF PARENT / LEGAL GUARDIAN</i>	
<i>PHONE NUMBER OF PARENT / LEGAL GUARDIAN</i>	

MEMBERSHIP CONTRACT FOR WTC MERA MASTER'S ACADEMY

1. The tennis activities are organized by Warsaw Tennis Club '**MERA**' Association seated in Warsaw (02-389), al. Bohaterów Września 12, entered into the National Court Register of Associations, other Social and Professional Organizations, Foundations and Independent Public Health Care Institutions kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the National Court Register Number (KRS): 0000040292, National Business Registry Number (REGON): 001386869, Tax Identification Number (NIP): 522-000-58-93, represented by the proxy....., hereinafter referred to as the '**WTC MERA**'.
2. The purpose of this contract is to stipulate the rules of the group activities (the minimum of 4 participants) of the **Master's Academy**.
3. The group activities in the **Master's Academy** shall take place from 4th September 2023 to 21th June 2024.
4. The contract shall be executed for a definite period of time from the date of signing until the end of the statutory school year 2023/2024, i.e. 21.06.2024.
5. The Parent/Legal Guardian declares that the child has no health contraindications that would prevent the child from participating in the activities in the Master's Academy and that would make it impossible for WTC MERA to provide the necessary care.
6. The Participants of the tennis activities shall be obliged to comply with: this contract, terms of use of the **Warsaw Tennis Club 'MERA'** facility and the general ethical code of tennis.
7. During the activities, Participants shall wear a sport outfit and the relevant sport footwear (to be changed before the activity) depending on the surface that will be used during the activity.
8. The duration of an activity shall be 1 hour (**60 minutes**), including the time for the preparation, warm up and post-training actions to keep the place in order (the duration of an activity may be extended accordingly to the requirements of the training assumptions). WTC MERA shall not be held liable for Participants staying on the premises of the **Warsaw Tennis Club 'MERA'** outside the fixed training hours.
9. The activities shall take place in groups with **multiple participants** according to the selected group and the pre-agreed schedule. Any changes of the group requested by the Participant shall be implemented whenever possible, but not earlier than in the calendar month following the month during which the Participant requested a change of the group.
10. The registration for the activities shall be confirmed through prepayment in the amount of PLN 280.00 not later than on the date of the first activity scheduled. In the period from 4th to 30th September 2023, for each activity in a multi-person group (the minimum of 4 persons), the amount shall be charged from the overpayment in the value of PLN 70 per person per 1 hour. In the event that the overpayment has still not been fully used at the end of September, the funds will be available for use for the subsequent activities.

11. In the period from 1st October 2023 to 21st June 2024, the activities shall be payable in advance until the 5th day of each month. The cost of one-hour activity in a multi-person group shall amount to PLN 70.00 per person.
12. If the payment is made for 3 months in advance, the cost of one-hour tennis activity as per point 11 shall be PLN 60.00. The intention to pay for 3 months in advance shall be notified each time within 24 hours from the receipt of the monthly settlement during the first payable month. The payments shall be made within 3 days from the receipt of a 3-month settlement. This offer shall be valid from 1.10.2023.
13. A request for an invoice shall be made before the payment. If the payment is made by cash/payment card at the reception of the club, the reception staff shall be notified before the transaction is carried out. In the case of a bank transfer, a 'FV' note shall be added and the invoice information shall be sent to the following e-mail: platnosci@wkt-mera.pl or to the phone number: 609-635-635.
14. Any and all payments shall be transferred to the bank account of **WTC MERA** held in **ING Bank Śląski S.A. with the following number: 19 1050 1012 1000 0090 3030 4696** TITLE: "First and Last Name of Participant – ACADEMY – month" or made by cash/payment card at the reception of the Club, or on-line through the kluby.org system in the parent's panel.
15. **WTC MERA** reserves the right to cancel an activity for reasons beyond **WTC MERA** control for the duration, in the place where the activities take place, of the necessary renovations or sanitary works, or due to the occurrence of force majeure, or in the event that **WTC MERA** is organizing a sport event that makes it impossible for the Participant to attend an activity. In such case, the **Participant** shall be notified at least one day in advance. In the event of a sudden failure that makes it impossible to conduct the activities on a given day, **WTC MERA** shall notify the Parent/Legal Guardian immediately after the failure is detected.
16. In the event of an illness of a Participant or absence caused by a random event, the costs of the activities shall not be reimbursed. However, the Participant shall be allowed to attend another activity to make up (subject to the availability of places), at the earliest possible agreed date (within up to 2 months or until the end of the contract validity) on the condition that the absence was notified the day before via e-mail to the following address: akademia@wkt-mera.pl or by SMS to the phone number: 664-084-083, or through the kluby.org system in the parent's panel.
17. In the event of an illness of a Participant with a sick leave/medical certificate, **the Participant** shall be relieved from the payment for the activities during the period covered by the sick leave / medical certificate, whereas the document shall be delivered within 3 days from its issue date by scan to the e-mail address: platnosci@wkt-mera.pl. The sick leave may cover the maximum period of 1 week prior to the issue date.
18. The contract may be terminated by each Party with one-month notice, with effect to the end of the following calendar month, in writing, in order to be valid. The scan of the notice of termination with handwritten signature shall be sent to the following e-mail address: platnosci@wkt-mera.pl.
19. The following attachments shall form an integral part of this contract:
 - a) WTC MERA GDPR information,
 - b) Activity schedule,
 - c) List of payments 2023/24.
20. I declare that I have read the terms of the contract and I accept all the terms.
21. I declare that I have read the WTC MERA GDPR information.
22. Any amendments to this contract shall be made in writing or else shall be null and void.
23. In matters not regulated by this contract, provisions of the Civil Code shall appropriately apply.
24. Any disputes resulting from this contract, if the Parties have failed to reach agreement, shall be settled by a court of law having jurisdiction over the seat of **WTC MERA**.

WTC MERA

Date and signature, Parent/Legal Guardian

Pursuant to article 81 section 1 of the Act of 4 February 1994 on Copyrights and Related Rights (Journal of Laws of 2022, item 2509), I hereby give my consent for the recording, utilization and dissemination, free of charge, by the Warsaw Tennis Club 'MERA' Association seated in Warsaw, of the personal image of my child presented in the photos and recordings produced in connection with the participation of my child in the sport activities of the Master's Academy, for promotion purposes, including information and advertising. By giving consent I acknowledge that the personal image of my child may be presented on the website or in the social media of the Warsaw Tennis Club 'MERA' Association seated in Warsaw, and in any and all the materials promoting the Warsaw Tennis Club 'MERA' Association seated in Warsaw. Furthermore, I declare that the free-of-charge consent for the dissemination of the personal image of my child shall also include the utilization, recording, multiplication, copying, dissemination, processing, elaboration and reproduction of the personal image of my child by whatever technique or by means of any medium for publication for the above-said purposes. This consent shall not be limited in time and territory. Furthermore, I give my consent for the processing by Warsaw Tennis Club 'MERA' Association seated in Warsaw (according to 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) of the personal data relating to the personal image of my child in connection with the participation of my child in the sport activities of the Master's Academy, for promotional purposes, including information, advertising, the documentation of events and publication. I also declare that I have been notified about the right of access, to withdraw my consent for the processing of such data at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

Date and signature, Parent/Legal Guardian

GDPR Information

For the purposes of compliance with the obligations of the controllers of personal data pursuant to article 13 and article 14 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) (EU OJ L 119 of 2016, p. 1–88), hereinafter referred to as the 'GDPR', this is to inform you as follows:

- 1) The controller of the personal data is the Warsaw Tennis Club 'MERA' Association seated in Warsaw, at the following address: al. Bohaterów Września 12, 02-389 Warszawa, hereinafter referred to as the „Association”;
- 2) The Association has acquired your personal data in connection with the conclusion of the membership contract with you for the WTC MERA Master's Academy;
- 3) Your personal data shall be processed by the Association to the following extent: first and last name, residence address, e-mail, phone number, bank account number, as well as the personal data of your child to the following extent: first and last name, date of birth. The personal data are being processed by the Association for the purposes and to the extent that is necessary to perform the contract with you, as well as to the extent that is necessary for the controller to comply with their legal obligation, and furthermore we consider that we have the legitimate interest in the processing of your data for the purpose of ensuring the correct performance of the contract, including, where necessary, for the establishment, exercise or defence of legal claims resulting from the contract or in connection with the contract, i.e. pursuant to article 6 section 1 b, c and f GDPR. Your provision of personal data is a precondition for the conclusion and performance of the contract and the failure to provide such data will result in the lack of the possibility of performing the contract;
- 4) The Association shall process the personal data containing the personal image of your child only with your voluntary consent, for promotional and informational purposes, advertising, documentation of events and publication, whereas the basis for such processing shall be article 6 section 1 a GDPR. The provision of data is voluntary. The lack of consent shall not cause any consequences. You are entitled to withdraw your consent for the processing of such data at any time, without affecting the lawfulness of processing based on consent before its withdrawal;
- 5) The personal data may be made available by the Association to other recipients, in particular subcontractors and suppliers of the Association, only in connection with the performance of the contract concluded with you as well as if the legal regulations require us to do so; the personal data containing the personal image of your child may be furthermore made available to other recipients through the publication of the personal image of your child on the website, in the social media of the Association, and in any and all the materials promoting the Association, so the scale of the recipients may be difficult to estimate;
- 6) The personal data may be transferred to a country which is not a member of the European Economic Area (third country) or to an international organization under GDPR only in accordance with the requirements stipulated in the GDPR;
- 7) The personal data referred to in point 3 will be stored in accordance with the law during the period of 5 years from the end of the calendar year in which the contract referred to in point 2 has been performed, unless a longer storage period is necessary due to the obligations under the law, or it is linked to the need to safeguard the legitimate interests of the Association through the establishment and exercise of claims, as well as defence against claims;
- 8) The personal data referred to in point 4 shall be processed until the withdrawal of the consent for such processing. The Association may also erase the personal data earlier, provided that it has found that the processing is no more justified;
- 9) The Association assures that the personal data will only be made available to persons having the necessary knowledge of the rules for processing of such data and obliged to maintain the confidentiality of such data, as well as that the Association has taken the relevant technical and organizational measures to ensure the level of security of data processing corresponding with the risks identified;
- 10) You shall have a right to request access to the personal data made available to the Association, right to rectification, erasure of personal data, restriction of the processing and to lodge a complaint against the processing, the right to data portability, and the right to withdraw provided that consent has been given;
- 11) The Association shall not perform automated decision-making in your case, nor personal data profiling;
- 12) You are entitled to lodge a complaint against the personal data processing by the Association to the President of the Personal Data Protection Office;
- 13) The Association's e-mail: sekretariat@wkt-mera.pl is available to persons whose personal data are being processed by the Association to report any issues relating to the processing of their personal data.

Warsaw Tennis Club 'MERA' Association

Date and signature, Parent/Legal Guardian

Activity schedule

WKT MERA - SEZON 2023/2024 	WRZESIEŃ 2023 04.09 - Pierwszy dzień zajęć 09.09 - Dni otwarte Akademii Mistrzów	PAŹDZIERNIK 2023	LISTOPAD 2023 01.11 - Przerwa Świąteczna 11-12.11 - Przerwa Świąteczna	GRUDZIEŃ 2023 23.12 - 01.01 - Przerwa Świąteczna	STYCZEŃ 2024 23.12 - 01.01 - Przerwa Świąteczna 15-28.01 - Ferie zimowe
	LUTY 2024	MARZEC 2024 30.03 - 01.04 - Przerwa Świąteczna	KWIECIEŃ 2024 30.03 - 01.04 - Przerwa Świąteczna	MAJ 2024 01 - 05.05 - Przerwa Świąteczna 30.05 - 02.06 - Przerwa Świąteczna	CZERWIEC 2024 30.05 - 02.06 - Przerwa Świąteczna 21.06 - Ostatni dzień zajęć

List of payments 2023/24

	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
Monday	280 zł	350 zł	280 zł	210 zł	140 zł	280 zł	280 zł	280 zł	280 zł	210 zł
Tuesday	280 zł	350 zł	280 zł	210 zł	210 zł	280 zł	280 zł	350 zł	280 zł	210 zł
Wednesday	280 zł	280 zł	280 zł	210 zł	210 zł	280 zł	280 zł	280 zł	280 zł	210 zł
Thursday	280 zł	280 zł	280 zł	210 zł	140 zł	350 zł	280 zł	280 zł	210 zł	210 zł
Friday	280 zł	280 zł	350 zł	280 zł	140 zł	280 zł	350 zł	280 zł	210 zł	210 zł
Saturday	280 zł	280 zł	210 zł	210 zł	140 zł	280 zł	280 zł	280 zł	210 zł	140 zł

Date and signature, Parent/Legal Guardian