

RULES

of the Arbitration Court of Polska Liga Siatkówki (Polish Volleyball League)

Pursuant to provisions of the Rules of Professional Competition in Volleyball it is agreed as follows:

SECTION 1 GENERAL PROVISIONS

§ 1

The Arbitration Court of Polska Liga Siatkówki hereinafter referred to as the “Arbitration Court” is an independent entity operating within a company operating as Polska Liga Siatkówki S.A., hereinafter referred to as the Organiser, established for the purpose of independent and impartial settlement of disputes according to amicable settlement procedures, over property rights arising out of legal relationships associated with professional sports business. The parties to the disputes - as defined in the Rules of Professional Competition in Volleyball - may include sports clubs, contestants, coaches, activists, the Organiser, the Polish Volleyball Federation (PZPS), sponsors or league partners, as well as other entities associated with tournaments and professional competitions.

§ 2

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§ 3

The Arbitration Court is independent of the Organiser in the scope of passing judgments.

SECTION 2

THE STRUCTURE OF THE ARBITRATION COURT

Chapter 1 Members of the Arbitration

Court Division 1 General Provisions

§ 4

The Arbitration Court is composed of:

- 1) Chairman of the Arbitration Court,
- 2) Arbitrators,
- 3) Secretary.

Division 2

Chairman and Deputy Chairman of the Arbitration Court

§ 5

1. Chairman of the Arbitration Court, hereinafter referred to as the Chairman, shall be appointed by the Organiser from amongst the Arbitrators with a university degree in law.
2. Chairman is appointed for a term of four years. Chairman may be dismissed by the Organiser before the end of the term. Chairman may be appointed for more than one term

§ 6

1. Chairman coordinates the work of the Arbitration Court and takes all actions required for arbitration, unless these rules state that the same are restricted to other individuals.
2. Chairman represents the Arbitration Court before third parties.
3. The fulfilment of the function of Chairman shall not exclude Chairman’s participation in arbitration proceedings as an Arbitrator or a Chief Arbitrator.

Division 3 Arbitrators

§ 7

1. Arbitrators may include only persons entered into the Register of Arbitrators of the Arbitration Court hereinafter referred to as the Register of Arbitrators. All Arbitrators form the Arbitration Board.

2. The Register of Arbitrators is held by the Chairman. The removal from the Register of Arbitrators falls within the exclusive competence of the Chairman. Should the Chairman be absent, the Register of Arbitrators shall be held by the Organiser.
3. An Arbitrator of the Arbitration Court shall be a natural person with Polish citizenship and full legal capacity who:
 - 1) obtained a university degree in law, or
 - 2) was a professional player, coach, activist or was directly associated with professional volleyball competition in any other way.

§ 8

1. The Register of Arbitrators shall comprise:
 - 1) no more than twenty individuals selected by the Organiser,
 - 2) no more than ten individuals selected by PZPS,who fulfil the criteria laid down in clause 3 of the previous paragraph.
2. At least ten Arbitrators entered in the Register of Arbitrators should have a university degree in law.
3. If an Arbitrator is removed from the Register of Arbitrators, the new Arbitrator that will replace the removed Arbitrator shall be appointed by the entity that appointed the removed Arbitrator. Hence the Chairman notifies the entity about the removal of the Arbitrator from the Register of Arbitrators and urges it to appoint a new Arbitrator at the assigned time. If the authorised entity fails to appoint a new Arbitrator, the new Arbitrator will be appointed by the Chairman.

§ 9

List of arbiters is available at the Organiser's internet website www.pls.pl

§ 10

1. Only Arbitrators from the Register of Arbitrators may be appointed to examine disputes before the Arbitration Court.
2. An Arbitrator entered in the Register of Arbitrators may not evade examination of a case if he/she is appointed as a member of the adjudication panel, otherwise he/she may be removed from the Register of Arbitrators.
3. The Chairman may release an Arbitrator from the obligation of adjudicating for a valid reason.

§ 11

1. The Arbitrators are independent.
2. The Arbitrators are obliged to fulfil their function with impartiality, to the best of their will and knowledge.
3. The Arbitrators are not representatives of either party.
4. Before commencing their activities the Arbitrators submit a written statement on impartiality and independence in a given case.

§ 12

1. An Arbitrator shall be excluded from case examination if there are circumstances that according to the Code of Civil Procedure exclude a judge by virtue of the statutory act.
2. Irrespective of the circumstances referred to in clause 1, an Arbitrator may be excluded following his/her own request or a request made by a party, if there is a relationship between the Arbitrator and a party that casts doubt on the Arbitrator's impartiality.
3. The request for exclusion of an Arbitrator is examined by the Chairman. If the request applies to the Chairman, it shall be examined by the Arbitration Board of the Arbitration Court.
4. Should any party submit a written request for exclusion of an Arbitrator, the Chairman shall submit the request to the entity that appointed this Arbitrator. If the request for exclusion of an Arbitrator is approved, the Chairman will summon the entity that appointed the excluded Arbitrator to appoint a new Arbitrator within the assigned time. Should that entity fail to appoint a new Arbitrator in place of the excluded Arbitrator, the new Arbitrator will be appointed by the Chairman.
5. If an Arbitrator submits a request to be excluded, upon approval of the request the Chairman will

appoint a new Arbitrator for the adjudication panel. The Chairman shall advise the entity that appointed the excluded Arbitrator of the approval of the request and appointment of a new Arbitrator.

Division 4 Secretary

§ 13

1. The Secretary is appointed by the Chairman. If a Secretary is unable to fulfil his/her function, the Chairman may entrust Secretary's duties associated with a particular case to a trustworthy person.
2. The Secretary reports to the Chairman and fulfils duties assigned by the Chairman. In particular, the Secretary is responsible for collecting fees, setting the dates of trials, administrative duties, appointing court reporters, notification of parties and storage of case files.

§14

The Secretary fulfils his/her duties under the secretariat of the Arbitration Court the work of which he/she coordinates.

Chapter 2 The seat of Arbitration Court

§ 15

1. The seat of the Arbitration Court is located in Warsaw.
2. Arbitration Court meetings are held at the registered office of the Organiser or at a place in Warsaw indicated by the Organiser.

SECTION 3 PROCEEDINGS

Chapter 1 General rules

§ 16

1. The Arbitration Court has competence to examine and resolve a dispute if the parties to the dispute have referred the examination thereof to this court in writing (arbitration clause).
2. Requirement regarding submission to case review by the Arbitration Court is fulfilled also when the record was included in writings exchanged between the parties or statements made by means of remote communication, allowing for recording thereof.
3. A provision in a contract referring to a document containing a decision to submit a dispute to the Arbitration Court meets the requirements concerning the form of an arbitration clause, if the contract is made in writing, and this reference is such that it makes the clause a part of the contract.

§ 17

The judgment of the arbitration court or settlement reached before the court have the same legal effect as a judgment of a state court or settlement reached before such a court, upon declaration of its enforceability by a state court.

§ 18

When resolving a case the Arbitrators take into account applicable laws, the content of contracts which bind the parties and established customs. Following a written consent of the parties, the Arbitrators may rely on the equity principle (*ex boni et aequi*), nonetheless, their rulings cannot contradict the rule of law of the Republic of Poland.

§ 19

The adjudication panel is obliged to act in an impartial way and enable the parties to present the circumstances essential to defend their rights. The parties are entitled to present all circumstances that they deem to be essential for defending their rights.

§ 20

When examining cases the Arbitration Court shall respect the principles of concentration of evidence and expedition.

§ 21

1. The proceedings of the Arbitration Court are closed to the public.
2. The presence of the following individuals in the courtroom is allowed: the parties, secondary interveners, their attorneys and individuals summoned by the Arbitration Court.
3. Case files are made available exclusively to the parties, secondary interveners and their attorneys ad litem
4. The Arbitrators, Chief Arbitrators, the Secretary and court reporters are obliged to maintain secrecy of the proceedings held before the Arbitration Court and of all circumstances of the case of which they have learned in the course of the proceedings.

§ 22

The proceedings held before the Arbitration Court is in a written form.

§ 23

1. The official language of the Arbitration Court is Polish. If a case involves a foreign entity, the parties shall engage a sworn translator for the trial and cover his/her expenses.
2. All documents drawn up in foreign languages shall be submitted along with a translation into Polish.
3. The Chief Arbiter, and before establishing the adjudication panel - Chairman, may request that a foreign language document be translated by a sworn translator.

§ 24

All those who present before the Arbitration Court shall remain serious and show the Court all due respect.

§ 25

1. At each stage of the proceedings the parties may reach a settlement making mutual concessions in respect of the dispute between them.
2. If the parties reach a settlement in the course of proceedings, the adjudication panel may turn the contents of the settlement into the contents of a judgment.
3. The costs of proceedings that conclude with a settlement shall cancel each other out, unless otherwise stated by the parties in the settlement.

Chapter 2 Pleadings and service

§ 26

1. The pleadings in the course of proceedings shall specify:
 - 1) the parties, with their address for delivery of correspondence, telephone number, electronic mail address, and if the party is represented by an representative, his/her address for service, telephone number and electronic mail address,
 - 2) case file number,
 - 3) the contents of a request or statements and evidence in support of cited circumstances;

- 4) party's signature or signature of its statutory representative or attorney;
- 5) list of appendices.
2. All documents attached to the complaint and pleadings submitted to the Arbitration Court shall be originals or certified copies. A copy may be certified by a barrister or a solicitor acting on behalf of the respective party; however, the parties will be obliged to present originals of documents submitted in copies at the behest of the Chairman or adjudication panel.
3. The documents shall be submitted at the Arbitration Court or sent in a registered letter.
4. A party is entitled to submit letters which concern formal issues related to the organization of the proceedings, such as: an application for changing the date or time of the hearing, an application for extending the time limit for a specific procedural action, an application for delivery of a copy, an application for correcting inaccuracies, clerical or accounting errors or other obvious mistakes in the ruling, an application for supplementing the ruling, via e-mail to the e-mail address indicated by the Court of Arbitration.
5. The Court of Arbitration shall deliver letters to the party via e-mail to the address indicated by the party or its representative, in the cases indicated in these Rules or in response to the party's request to change the date or time of the hearing or a request to extend the time limit for a specific procedural action.
6. In the event that the Arbitration Court is not notified on a change in the address for service or e-mail address, correspondence sent to the last address of the party known to the Arbitration Court shall be deemed delivered.

§ 27

1. A certified copy of each document submitted to the Arbitration Court, save for a claim, counterclaim, motion for security, motion for delivery of a copy shall be served upon each representative of the adverse party who takes part in the proceedings by the submitting party.
2. Each document submitted to the Arbitration Court, , shall be accompanied by a confirmation of service upon the representatives of the adverse party or sending thereof by registered mail.
3. In the course of the trial, the advocate and the legal counsel directly deliver copies of pleadings with annexes to each other. A letter filed by an advocate or legal counsel, which does not contain a declaration that a copy of the letter has been delivered to the other party or that it has been sent by registered mail, shall be returned without any call to remedy such deficiency.

§ 28

1. Every document is deemed served if it is served upon the addressee at the seat of the Arbitration Court or sent in by a registered letter to the provided address for delivery of correspondence.
2. In the case of electronic delivery, the letter is considered to have been delivered at the time indicated in the electronic acknowledgement of receipt of correspondence. In the absence of such confirmation, electronic delivery shall be deemed effective after 14 days from the date of uploading the letter in the Arbitration Court's IT system.

Chapter 3 Time limits

§ 29

1. All time limits specified in these rules for actions of the Arbitration Court or members thereof are instructive and may be extended if required.
2. All time limits specified in these rules for actions of the parties are binding, and failure to observe these time limits means that the actions taken upon expiration of the time limit are ineffective.

3. If a party fails to perform an action within the time limit through no fault of its own, the Chief Arbitrator - and before the establishment of the adjudication panel - the Chairman, may restore the time limit upon a well-founded request.

§ 30

Submission of a legal letter at a Polish post office of the designated operator within the meaning of the Act of 23 November 2012 - Postal law or at a post office of the operator providing common postal services in another Member State of the European Union is tantamount to filing it with the Court of Arbitration.

Chapter 4 Parties and their attorneys

§ 31

Only individuals laid down in § 1 of these Rules may be a party to proceedings held before the Arbitration Court.

§ 32

1. A party in a proceeding acting before the Arbitration Court may be either self-represented or represented by an attorney. Nonetheless, a party with its registered office abroad shall appoint an attorney for service in Poland; if it fails to do so at the time of the first legal action, the action will be deemed void.
2. The attorney is obliged to attach to case files a power of attorney with principal's signature or a copy of the power of attorney certified by a notary at the time of the first action.
3. A barrister or solicitor may certify the copy of a granted power of attorney on their own.

Chapter 5 Secondary intervention

§ 33

1. The individual referred to in § 1 of these rules who has a legally protectable interest in the settlement of the dispute in favour of one party may at any time before the case is closed join that party.
2. The secondary intervener shall declare that it joins the case in writing and explain its legally protectable interest in the case and specify the party it joins. This document shall be served upon the Arbitration Court and both parties.
3. With the submission of the document the secondary intervener shall cover an arbitration and a processing fee in half of the amount due to be paid by the plaintiff.

§ 34

1. Either Party may object the secondary intervener's joining, however, this may happen at the beginning of the closest court session at the latest.
2. The adjudication panel will overrule the objection if the intervener proves that it has a legally protectable interest in joining the case. The examination of an objection to secondary intervener's joining may take place at a closed meeting.
3. The secondary intervener participates in the case until examination of the objection. Should the objection be sustained, the actions of the secondary intervener will be deemed void.

§ 35

1. The secondary intervener is entitled to all actions permitted under the case status. Nonetheless, the same cannot contradict the actions and representations of the party the intervener joins.
2. From the moment of joining the case the secondary intervener shall be served all pleadings, notices of court meetings or judgments, just like the other parties.

Chapter 6
The course of proceedings

Division 1
Initiation of proceedings

§ 36

The proceedings are initiated following a complaint submitted to the Arbitration Court.

§ 37

1. The complaint shall specify:
 - 1) designation of parties, their registered offices and address for service, phone number, email address of the plaintiff or his/her attorney,
 - 2) the value of the dispute,
 - 3) thorough description of the relief sought,
 - 4) a short description of the facts,
 - 5) evidence motions for evidence that the plaintiff demands to be examined,
 - 6) the legal grounds concerning the jurisdiction of the Arbitration Court,
 - 7) Arbitrators to be included in the adjudication panel, subject to matters referred to in § 43a of these rules
 - 8) plaintiff's statement confirming its familiarity with these rules,
 - 9) consent to Court's case examination at a closed meeting,
 - 10) statement on payment of arbitration fee with a proof of payment,
 - 11) list of appendices,
 - 12) plaintiff's or his/her attorney's signature,
 - 13) certified copies of the complaint along with appendices, one for each representative of the adverse party participating in the proceedings.
2. The party filing the complaint is obliged to include within the complaint all statements and evidence, or evidence motions, in support thereof, otherwise the same may be disregarded in further proceedings.
3. If the jurisdiction of the Arbitration Court is imposed by a contract concluded by the parties, the original of this contract should be attached to the complaint. A copy of the contract certified by a notary or a copy certified by a professional attorney at law representing the party is acceptable.

§ 38

1. The defendant shall answer the complaint within a time limit specified by the Chairman.
2. The answer should specify:
 - 1) the parties, their registered offices and address for service of the defendant, phone number, email address of the plaintiff or his/her attorney
 - 2) if any, objections as to the value of the dispute given in the complaint,
 - 3) answer to the relief sought,
 - 4) answer to the facts presented in the complaint,
 - 5) evidence motions for evidence that the defendant demands to be examined,
 - 6) defendant's view on the legal grounds concerning the jurisdiction of the Arbitration Court,
 - 7) Arbitrators to be included in the adjudication panel, subject to matters referred to in § 43a of these rules
 - 8) defendant's statement confirming its familiarity with these rules,
 - 9) consent to Court's case examination at a closed meeting,
 - 10) list of appendices,
 - 11) signature of the defendant or his/her attorney.
3. The defendant is obliged to include within the answer to the complaint all statements and evidence, or evidence motions, in support thereof, otherwise the same may be disregarded in further proceedings
4. Failure to answer the complaint within the prescribed time limit shall not suspend the case.

§ 39

1. The defendant may file a counterclaim that bears a relation to the plaintiff's claim or is suitable for set-off at the latest when filing the answer to the complaint, unless the examination thereof is beyond the competence of the Arbitration Court.
2. The counterclaim is governed by the provisions of these rules, subject to examination of the counterclaim by the adjudication panel established for the purposes of examination of the main complaint.

§ 40

1. If the complaint has some formal defects or when no due fee was paid on account of the complaint, the Chairman or Secretary will urge the party to correct or complete the complaint within 7 days, or else it may return the complaint. Upon expiration of this time limit the Chairman will return the complaint to the party. A request to the party's to correct, complete or pay for the complaint may be sent via e-mail to the address indicated by the party or the attorney.
2. A lack of consent to hear the case by the Court of Arbitration at a closed session or failure to appoint an Arbitrator does not constitute a formal defect of claim. Failure to designate an Arbitrator shall not be considered a formal defect. In such a case the provisions of § 43 clause 3 of these rules apply.
3. A complaint that has been returned has no legal effects associated with its submission to the Arbitration Court.
4. A corrected complaint within the prescribed time limit becomes effective on the day of submission.
5. Before the establishment of the adjudication panel, the Chairman may oblige the parties to present evidence, information or testify as to the statements of the adverse party.

§ 41

Following the filing and payment of fee on complaint, the Chairman serves a copy of the complaint upon the defendant and obliges it to answer the complaint within a due time, not shorter than 2 weeks.

§ 42

1. The complaint may be withdrawn without defendant's consent until initiation of the trial, and if the withdrawal entails waiver of claim - until the delivery of a judgment.
2. A withdrawn complaint has no legal effect associated with initiation of a lawsuit.

Division 2 Adjudication panel

§ 43

1. The Arbitration Court examines cases and delivers judgments via a panel composed of three members, subject to § 43a of these rules. In justified cases the Chairman of the Arbitration Court may resolve that an exceptionally complex case shall be examined by a panel of five members. In such a case the majority of members of the panel composed of five persons should be Arbitrators with a university degree in law.
2. Each party shall designate one Arbitrator. The plaintiff designates the Arbitrator in the complaint, while the defendant designates the Arbitrator in the answer to the complaint.
3. If a party fails to designate an Arbitrator, according to the provisions of these rules, the Arbitrator for that party will be designated by the Chairman.
4. The Chief Arbitrator is designated by the Chairman.

§ 43a

1. Cases for monetary claims, in which the value of the object of dispute does not exceed 20 000.00 PLN, excluding cases of damage compensation, shall be considered in a single-member board.
2. In the cases referred to in clause 1, the Chairman appoints a Chief Arbitrator to handle the case from among the Arbitrators of the Court of Arbitration who have completed a degree in law.

3. In cases justified by the particular complexity of the case, the Chief Arbitrator shall be entitled to submit to the Chairman an application for consideration of the case in the composition of three persons. If the motion is granted, the Chairman shall order the case to be examined by a three- person panel, appoint the remaining Arbitrators and notify the parties thereof.

§ 44

1. If an Arbitrator evades his/her obligation or if this obligation cannot be fulfilled for any other reason, the Chairman shall designate a new Arbitrator within 7 days, and advise the party of this fact. The party is entitled to designate a different arbitrator within 3 days of being notified about the situation. Failure to raise an objection within this time limit is equivalent to the party's consent to the designated Arbitrator.
2. If the Chief Arbitrator evades his/her obligation or if this obligation cannot be fulfilled for any other reason, the Chairman shall designate a new Chief Arbitrator within 7 days.

§ 45

The person designated as a Chief Arbitrator has to be entered into the Register of Arbitrators and have a university degree in law.

Division 3 Evidence

§ 46

In the proceedings before the Arbitration Court the evidence procedure starts on the initiative of the parties. The parties are obliged to indicate all evidence required for case resolution. The adjudication panel may examine evidence on its own initiative.

§ 47

1. The subject of evidence are facts that are important for settlement of the case.
2. Widely known facts shall not require evidence. The same applies to facts known to the adjudication panel in view of its official position, however, the adjudication panel shall point them out to the parties during trial.
3. Facts admitted in the course of proceedings by adverse party shall not require evidence, unless the admission raises doubts as to the truthfulness to the factual circumstances.
4. If a party fails to express an opinion as to the statements about facts made by the adverse party, in view of the results of the trial the adjudication panel may consider such facts to be admitted.

§ 48

1. The adjudication panel may examine evidence based on documents, visual inspection or testimonies of the parties, witnesses and experts, and resort to other forms of evidence.
2. The adjudication panel evaluates the authenticity and value of evidence at its own discretion based on a comprehensive analysis of collected evidence. The significance of the party's refusal to present evidence or obstacles posed by that party to examination of the evidence will be judged by the adjudication panel likewise.

§ 49

If the examination of evidence requires expenses to be covered, the party that filed the evidence motion will be required to cover the costs of evidence examination in advance. If the precise amount of the costs cannot be determined, the party will be obliged to make an advance payment towards such expenses.

§ 50

1. If the adjudication panel designates a date or court session the Court shall include a list of witness summoned for a given date indicating the party which petitioned for an examination

of evidence from a witness testimony and the party obliged to ensure the witness presence at the court session, on pain of skipping that evidence.

2. The party may not file for examination of evidence based on witness statement if the statement overlaps with the content of a document submitted as an evidence in the case, unless the content of the document raises doubts of the adjudication panel.

§ 51

If it proves necessary to examine evidence outside the venue of the trial, the adjudication panel may entrust the task to one of the Arbitrators or examine the evidence in other appropriate way.

Division 4 Trial and court sessions

§ 52

1. The examination of the case takes place during trial. With the consent of the parties, the adjudication panel may resolve the case without a trial, during a closed meeting.
2. The court may examine the case at a closed meeting without the consent of the parties
 - 1) if the case circumstances raise no doubts, or
 - 2) they are not questioned by the defendant, or
 - 3) in the case of expiration of the time limit for submission of an answer to a complaint or
 - 4) if the defendant accepts the claim.
3. The court resolves to examine the case according to this procedure routinely or upon motion of the party.
4. If upon the establishment of a closed meeting new significant circumstances arise whose examination will require a trial, the court may rule conducting a trial.
5. As far as it is reasonably possible the trial should conclude at one meeting. If it proves necessary, the Chief Arbitrator may adjourn the trial.

§ 53

1. The Secretary shall notify the parties of the date and place of the first meeting. The notice may be sent by e-mail. If a hearing is scheduled, the notification may include an obligation on the part of the party to ensure the appearance of witnesses at the hearing in accordance with § 50 clause 1 clause of these rules.
2. In the event of adjournment of trial to next meeting, the notification may take place through announcement made during the meeting at which the trial is adjourned.
3. The party that is absent at a court session should be always served a summons for the next meeting. The summons may be send by email.
4. Failure to attend a court session on the part of one or both parties shall not suspend the proceedings if the parties or their attorney have been correctly informed.

§ 54

1. The course of the trial is the following: the parties - first the plaintiff, then the defendant - make oral claims and motions and present statements and evidence in support thereof.
2. Either party is obliged to make a statement on the allegations of the adverse party in respect of the factual circumstances.
3. The trial will also comprise, in accordance to circumstances, evidentiary proceedings and the final analysis of the results thereof.

§ 55

1. The trial is Chaired by Chief Arbitrator.
2. The Chief Arbitrator opens, conducts and closes the trial, gives the floor, asks questions, gives the right to ask questions and announces judgments.
3. The Chief Arbitrator is entitled to deprive the speaker of the right to speak if the latter abuses that right, or overrule a question if he/she deems it inappropriate or irrelevant.

§ 56

1. Chief Arbitrator closes the trial when the adjudication panel deems the case explained to a

satisfactory extent or the adjudication panel assumes that the parties have had the chance to present the circumstances they deem essential for the defence of their rights.

2. Chief Arbitrator may open a closed trial before delivery of a judgment if the adjudication panel deems it necessary.

§ 57

1. The trial is recorded in minutes to be signed by the Chief Arbitrator and the court reporter.
2. The minutes should specify:
 - 1) the court designation, venue and date of the meeting, names of Arbitrators and Chief Arbitrator, court reporter, parties, secondary interveners, their attorneys and other individuals present in the courtroom specifying the nature of their participation,
 - 2) case number,
 - 3) the course of the meeting, in particular the conclusions and statements made by the parties, results of evidentiary proceedings; in place of conclusions and statements made by the parties the minutes may refer to preparatory documentation,
 - 4) the actions taken by the parties that will reflect on court's judgment (settlement, waiver of claim, acceptance of claim, withdrawal, amendment, extension or limitation of the claims in a complaint).

Division 5 Judgments

§ 58

1. The adjudication panel debates and votes behind closed doors.
2. The judgments of the adjudication panel are made by a majority of votes.
3. An Arbitrator may express a dissenting opinion by including an appropriate note in the judgment and describing the foundation of the dissenting opinion.
4. The judgment along with the motives that the adjudication panel pursued should be announced at a meeting that closes the trial. The adjudication panel may adjourn the announcement of the judgment for up to two weeks. If the announcement of the judgement has been postponed, it may be made by the Chief Arbitrator one person or one of the Arbitrators of the adjudication panel with a university degree in law.

§ 59

1. The judgments together with a justification are executed in writing within 14 days of announcement.
2. A copy of the judgment together with a justification will be served upon the participants of the proceedings.
3. The adjudication panel may refrain from the justification of judgment if the parties expressed their consent to that.

§ 60

1. The judgment of the Arbitration Court shall specify:
 - 1) the grounds for jurisdiction of the Arbitration Court,
 - 2) place and date of issuance,
 - 3) designation of parties and the adjudication panel,
 - 4) settlement of the claims made by the parties or other means of conclusion of the proceedings,
 - 5) decision on costs of proceedings,
 - 6) signatures of all members of the adjudication panel.
2. If any of the members of the adjudication panel refuses to sign or cannot sign the judgment, this should be pointed out in the judgment. A judgment signed by the majority of the adjudication panel is legally binding.

§ 61

1. The adjudication panel shall correct inaccuracies, typographical or calculation errors or other evident mistakes in the judgment routinely or following a motion of the party.

2. Within the first week of the announcement of a judgment the party may file for its completion if the adjudication panel fails to settle the entire claim or decide on the costs of proceedings.

Division 6 Discontinuation

§ 62

The Arbitration Court decides to discontinue the proceedings if the plaintiff effectively withdraws the complaint or if the settlement as to the merits of the case is superfluous or unacceptable for other reasons.

SECTION 4 THE COST OF PROCEEDINGS

Chapter 1 Types of costs

§ 63

The costs of proceedings include:

- 1) court costs,
- 2) costs of representation by a barrister or a solicitor.

§ 64

The court costs include:

- 1) an arbitration fee that covers day-to-day functioning of the Arbitration Court, in particular the secretariat of the Arbitration Court as well as remuneration of the Arbitrators,
- 2) reasonable expenses required to be covered in connection with the proceedings.

§ 65

1. The arbitration fee amounts to 5% of the value of dispute, but no less than 500 zlotys.
2. The expenses referred to in § 64 item 2 include but are not limited to:
 - 1) reasonable expenses incurred in connection with the proceedings by a party, witnesses and experts, in particular travel costs,
 - 2) the fees of experts and translators,
 - 3) amounts due to other individuals or institutions,
 - 4) other well-documented costs required to be covered in connection with the proceedings.

Chapter 2 Obligation to cover costs

§ 66

1. The party obliged to cover the court costs shall be the party who takes the action subject to payment or incurs expenses or files for such an action to be taken.
2. In particularly justified cases the adjudication panel, and before the establishment of the adjudication panel - the Chairman of the Court, may temporarily release the party from the obligation of payment of court costs if the party declares that it is not capable of covering the court costs without it affecting its ability to support itself or has no sufficient funds to cover such costs. The declaration made by the party should contain data on the financial status and income and of the party, and for physical persons also data on the financial status of his/her family.
3. Irrespective of the fulfilment of the criteria specified in clause 2 of this article the adjudication panel, the Chairman of the Court, may temporarily release the party from the obligation of payment of court costs provided that the Organiser consents to cover the court costs until the resolution of the case. If the complaint is dismissed, the party is obliged to reimburse the Organiser for the court costs.
4. A temporary release from the obligation of payment of court costs shall not apply to expenses incurred in connection with the proceedings.

§ 67

1. The losing party case is be obliged to reimburse the adverse party for the costs of proceedings incurred for proper pursuit of claims and defence.
2. In the event of acceptance of a part of claims, the costs will cancel each other out or be redistributed between the parties. The adjudication panel may, however, require one of the parties to pay all costs if its opponent gives in to a minor portion of its claims.
3. The defendant will be entitled to reimbursement of costs even if the complaint is approved as valid, if he/she has given no reason for the lawsuit and accepted the claims made in the complaint at the time of the first action of the proceedings.
4. In reasonably justified cases the adjudication panel may award only a part of the costs to the losing party, or refrain from burdening it with any costs whatsoever.
5. Irrespective of the result of the case, the adjudication panel may impose an obligation of reimbursement of costs on a party or an intervener if the same are incurred through careless or clearly inappropriate conduct on the part of the party or the intervener.
6. The costs of a lawsuit which concludes with a settlement cancel each other out, unless the parties agree otherwise.
7. Before the conclusion of the case proceedings, upon motion of a witness or expert filed in the course of proceedings, the Organiser may temporarily cover the costs of travel of witnesses and experts incurred in connection with the proceedings, through reimbursement of costs.
8. The Management Board of the Organiser will pass a resolution on the maximum amount of travel costs that are eligible for reimbursement to the benefit of the parties, witnesses and experts.

§ 68

1. The Arbitration Court reimburses the party ex officio for:
 - 1) the whole arbitration fee paid for a complaint withdrawn before it is served upon the other parties,
 - 2) a half of the arbitration fee paid for complaint withdrawn before the beginning of a court session concerning the case.

SECTION 5 FINAL PROVISIONS

§ 69

1. The Arbitrators - members of adjudication panel, shall receive a remuneration for their work set as 800 zlotys, and the Chief Arbitrator shall receive a remuneration set as 1800 zlotys.
2. The remuneration referred to in clause 1 of this article shall be paid to the Arbitrators and the Chief Arbitrator for a case that is referred for examination by the adjudication panel for which they are appointed. In complex cases that require examination during several meetings on account of the scope and type of evidence material, the Chairman of the Arbitration Court may raise the remuneration due to the members of the adjudication panel, however, the maximum amount of the remuneration cannot exceed double of the rates specified in clause 1 hereinabove.

§ 70

The Rules of the Court are available on the website of the Organiser: www.pls.pl.

§ 71

The information clause regarding processing of personal data in connection to proceeding before the Arbitration Court constitutes appendix no. 1 to these rules.

§ 72

1. To issues not provided for in these rules the Arbitration Court applies a mode of proceedings it deems appropriate, but in line with the principles of equity and fairness and basic provisions of the laws of the Republic of Poland.
2. the Arbitration Court is not bound by the provisions of the Civil Procedure Code, with the exclusion of the mandatory provisions of law contained in the 5th part of the Code.

Organiser

PRESIDENT OF THE
MANAGEMENT
BOARD Paweł Zagumny

President of Polski
Związek Piłki
Siatkowej
Jacek Kasprzyk

PZPS

Vice-President of Polski
Związek Piłki Siatkowej
Jacek Sęk

MEMBER OF-THE
BOARD
Artur Popko

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VOLLEYBALL
ASSOCIATION - PZPS/

Polska Liga Siatkówki S.A.
00-112 Warszawa, ul. Bagno 2
Tel. (22) 253 11 11, fax (22) 253 63 63
NIP (tax ID): 521-31-13-357

Attachment No. 1 - Information clause concerning the processing of personal data in connection with the proceedings before the Arbitration Court.

INFORMATION CLAUSE
CONCERNING THE PROCESSING OF PERSONAL DATA
IN CONNECTION WITH PROCEEDINGS CONDUCTED BEFORE
THE ARBITRATION COURT
OF POLSKA LIGA SIATKÓWKI (POLISH VOLLEYBALL ASSOCIATION)

In accordance with article 13 clause 1 and 2 and article 14 clause 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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), hereinafter also referred to as 'the GDPR, PLS informs what follows:

1. Polska Liga Siatkówki .S.A (Polish Volleyball League S.A.) having its in Warsaw at Bagno 2 (00-112 Warsaw), entered in the Register of Entrepreneurs of the National Court Register under KRS number KRS 0000151248, (hereinafter also referred to as "Administrator") is the administrator of personal data processed in connection with the registration to the Court of Arbitration and the proceedings before the Court of Arbitration of Polska Liga Siatkówki.

Contact with the Administrator is possible in writing to the address indicated above or via e-mail: daneosobowe@pls.pl.

2. Personal data is processed for the purpose of submitting cases to the Court of Arbitration of Polska Liga Siatkówki (hereinafter also referred to as the "Court of Arbitration") and conducting proceedings before the Court of Arbitration. The legal basis for the processing of the data is article 6 clause 1(f) of the GDPR, i.e. execution of the legally justified interest of the Administrator or a third party in the form of execution of the provisions of the Rules of Professional Volleyball Competitions in the scope in which the rules provide for the possibility to submit the decisions to the Court of Arbitration and to fulfil the obligations resulting from the arbitration clause. In case of processing special categories of personal data, the legal basis for the processing of data is article 9 clause 2(f) of the GDPR.
3. Personal data of the parties to the dispute, their attorneys, as well as other persons participating in the proceedings (e.g. witnesses, experts), processed for the purposes referred to in point 2 may include: name, surname, e-mail address, phone number, mailing address, address of residence, date of birth, position on the field, type of injury, bill number, as well as other data provided by the parties to the dispute, attorneys or other persons participating in the proceedings.
4. Personal data of the persons submitting the dispute to the Arbitration Court will be stored for the duration of the Arbitration Court clause. In case the proceedings are initiated, personal data processed within the framework of those proceedings will be stored for the period during which the proceedings before the Court of Arbitration will be held, and afterwards for archive purposes for 10 years.
5. Personal data can be made available to other recipients: participants in the proceedings conducted by the Court of Arbitration and their attorneys, witnesses, experts, rights of the common court (in

cases specified in the regulations), entities providing ICT services for the Administrator, entities providing consultancy services for the Administrator, including legal or tax services, entities providing accounting services, banks (in case of necessity of conducting settlements), companies providing courier or postal services; public authorities in connection with exercising their rights.

6. Personal data will not be transferred to a third country or to an international organization.
7. The data subject has the right to request access their personal data, rectify, delete or restrict processing - in the cases and under the rules set out in the GDPR.
8. The data subject also has the right to object to the processing of personal data, when the processing is necessary for other purposes resulting from legitimate interests pursued by the Administrator; in such a case, the Administrator shall cease processing the data for these purposes, unless there are valid legitimate grounds for processing, overriding the interests, rights and freedoms of the data subject, or processing is necessary to establish, pursue or defend claims.
9. In order to exercise any of the rights indicated in points 7-8 above, the data subject may contact the Administrator in the manner indicated in point 1.
10. In case the data subject considers that the processing of personal data violates the provisions of law, he/she has the right to lodge a complaint with the President of the Office for Personal Data Protection.
11. Providing the data is necessary to carry out the purpose referred to in point 2.
12. Personal data may originate from the person making the registration for the Court of Arbitration, and in case of a dispute, also from the other party to the dispute, representatives or other persons participating in the proceedings.

/Round Seal: *POLISH VOLLEYBALL
ASSOCIATION - PZPS/*

President of Polski Związek Piłki
Siatkowej
Jacek Kasprzyk

Vice-President of Polski Związek Piłki
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