PRIVACY POLICY
FREE TO DREAM

Version 1.1, effective from 13 October 2026

This English translation of the Polish document is provided for information purposes only. In the event of any discrepancy, the Polish version shall prevail.

1. WHO IS THE CONTROLLER OF THE DATA

1. The joint controllers of the personal data processed in connection with the Free to Dream Academy Network, the "Free to Dream Grants & Funding" service and the freetodream.eu website (hereinafter collectively: the "**Project**") are:
   a. ERWU Rafał Warchoł, ul. Borowa 17, 37-400 Nisko, tax identification number (NIP) 6020132050 (the "**Operator**"),
   b. Free to Dream Foundation (Fundacja Free to Dream) with its registered office in Nisko, ul. Borowa 17, 37-400 Nisko, National Court Register (KRS) 0000744862, NIP 6020137099 (the "**Foundation**"),

   hereinafter collectively referred to as "**FREE TO DREAM**" or "**we**".
2. Joint controllership (Article 26 GDPR) covers the data of persons representing Organisations and Clients and of their representatives taking part in training sessions, Mastermind sessions and the Discord server. The essence of the arrangement between the joint controllers is described in point 11.
3. Contact point for personal data matters: e-mail info@freetodream.eu, correspondence address: ul. Borowa 17, 37-400 Nisko. We have not appointed a data protection officer, as we are not under an obligation to do so (Article 37 GDPR).

2. WHOM THIS POLICY CONCERNS

1. Persons who, on behalf of an Organisation or a Client, complete the Order Form and accept the Terms.
2. Representatives and coordinators of Organisations designated to take part in training sessions, workshops, Mastermind sessions and the Discord server.
3. Persons contacting us by e-mail, through the forms on the website or on social media.
4. Newsletter subscribers.
5. Persons whose data are contained in documents provided to us by a Client for the purpose of preparing a funding application (staff, participants, project partners) – to

that extent the Client is the controller and the Operator processes the data on its behalf (point 9).

6. Visitors to the freetodream.eu website (cookies, point 10).

3. WHERE WE OBTAIN THE DATA FROM

We obtain the data directly from you (form, e-mail, Discord) or from the Organisation or Client which you represent or for which you work. If your data were provided to us by an Organisation, we have received: your first name and surname, position, e-mail address and telephone number. The Organisation is obliged to provide you with this Policy.

4. FOR WHAT PURPOSES AND ON WHAT LEGAL BASIS WE PROCESS THE DATA

Purpose	**Data**	**Legal basis**	**Processed by**
Conclusion and performance of the agreement with the Organisation or Client (registration, access to services, Certificate, contact)	identification and contact data of the representative, data of the Organisation	Article 6(1)(f) GDPR – legitimate interest consisting in the conclusion and performance of the agreement with the entity you represent; where the Organisation is a natural person conducting business activity – Article 6(1)(b) GDPR	Operator, Foundation
Proof of acceptance of the Terms (date, time, version and hash of the Terms file, IP address, data of the Organisation)	as listed alongside	Article 6(1)(f) GDPR – establishment, exercise and defence of legal claims; Article 6(1)(c) GDPR in conjunction with Article 384 of the Civil Code	Operator
Payments, invoices, accounting	invoicing data, payment identifier; card data are processed exclusively by the payment operator	Article 6(1)(c) GDPR (the VAT Act, the Accounting Act, the Tax Ordinance)	Operator
Delivery of the Foundation's Programme: training sessions, workshops, Mastermind, educational materials, schedules	first name and surname, position, e-mail, Organisation, attendance, recordings (if you have given consent)	Article 6(1)(f) GDPR – pursuit of statutory activities for the benefit of the Organisation which designated you; recordings featuring your	Foundation, Operator (technical support)

		image – Article 6(1)(a) GDPR	
Discord server: access, moderation, communication	Discord identifier, first name and surname or pseudonym, Organisation, content of messages	Article 6(1)(f) GDPR – running the Project community	Operator (server administrator), Foundation (Programme channels)
Service communications (schedules, funding call deadlines, changes to the Terms, access to the platform)	e-mail	Article 6(1)(f) GDPR – performance of the agreement with the Organisation	Operator
Marketing newsletter (new products, FREE TO DREAM offers)	e-mail, first name	Article 6(1)(a) GDPR – consent; Article 398 of the Electronic Communications Law (Prawo komunikacji elektronicznej)	Operator
Commissions for the preparation of funding applications	data of the Client's representative; data of third parties in documents (point 9)	Article 6(1)(f) / (b) GDPR; data of third parties – entrustment of processing (Article 28 GDPR)	Operator
Joint offers and partnership projects (Article 14 of the Act on Public Benefit Activity and Volunteer Work)	data of the representatives of co-applicants	Article 6(1)(f) GDPR; after conclusion of the funding agreement – Article 6(1)(c) GDPR (obligations towards the grantor)	Foundation
Public information on the Organisation's membership of the Network (name, logo)	data of the Organisation; personal data only where the Organisation is a natural person	Article 6(1)(f) GDPR – promotion of the Network on the basis of § 10 of the Terms	Operator, Foundation
Handling enquiries submitted through the "Book a free call" form (Umów bezpłatną rozmowę) and other contact forms on the website: contact, scheduling and holding	first name and surname, name of the club or academy, role in the club, e-mail, telephone (optional), content of the message, date of the enquiry	Article 6(1)(a) GDPR – consent given in the form; with regard to presenting an offer to the organisation you represent – Article 6(1)(f) GDPR	Foundation, Operator (technical support of the website)

the call, presenting our offer			
Complaints, correspondence, defence of claims	contact data, content of correspondence	Article 6(1)(f) GDPR	Operator, Foundation
Website statistics and security (server logs)	IP address, browser data, time of visit	Article 6(1)(f) GDPR	Operator
Website analytics (Google Analytics 4) and measuring the performance of the Foundation's ads in Google Search (Google Ads, including the Google Ad Grants programme): whether a visit from an ad ended in an enquiry or a newsletter sign-up	cookie identifiers, information about the visit and the device	Article 6(1)(a) GDPR – consent given in the cookie banner; Article 399 of the Electronic Communications Law	Operator, Foundation

Providing data is voluntary, but without the representative's data we will not conclude the agreement, and without the data of a representative we will not be able to enable them to take part in training sessions or on Discord.

5. TO WHOM WE DISCLOSE THE DATA

1. To providers who process data on our behalf under data processing agreements (Article 28 GDPR):
   a. payment operator: EASYTOOLS sp. z o.o., al. Rzeczypospolitej 10 / 46, 02-972 Warszawa,
   b. hosting and application cloud infrastructure provider: Vercel Inc., 440 N Barranca Ave #4133, Covina, CA 91723, USA, and Google Cloud EMEA Limited, 70 Sir John Rogerson's Quay, Dublin 2, Ireland (as part of the Firebase service),
   c. provider of the e-mail and newsletter sending tool: MailerLite Limited, 88 Harcourt Street, Dublin 2, D02 DK18, Ireland,
   d. provider of e-mail, office tools and the online training platform: Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, D04 E5W5, Ireland (Google Workspace and YouTube services),
   e. provider of the mailbox used to send notifications about enquiries from the website: cyber_Folks S.A., ul. Franklina Roosevelta 22, 60-829 Poznań, Poland,
2. To Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, D04 E5W5, Ireland – provider of Google Analytics 4 and Google Ads; we share cookie data only

after you have given consent in the cookie banner (point 10). Google's data processing rules: business.safety.google/privacy.

3. To Discord Inc., 444 De Haro Street, San Francisco, CA 94107, USA – provider of the communication platform; Discord acts as a separate controller with regard to your Discord account (its policy: discord.com/privacy) and as a processor with regard to the content of the Project server.
4. To grantors and institutions running funding calls – with regard to applications submitted on behalf of a Client (Option B) or as a joint offer.
5. To public authorities, where required by law.
6. To legal and tax advisers bound by professional secrecy – in the event of a dispute.
7. Between the joint controllers: the Operator and the Foundation exchange data to the extent described in point 11.

6. TRANSFER OF DATA OUTSIDE THE EUROPEAN ECONOMIC AREA

Some of our providers are established outside the European Economic Area (EEA), which involves the transfer of your personal data to the United States (USA). The legal basis for such a transfer is the European Commission decision of 10 July 2023 on the adequate level of protection of personal data (EU-US Data Privacy Framework) with respect to entities entered on the list of certified participants. This applies to the following providers:

- Discord, Inc. – in connection with the user's use of the Discord server (the entity appears on the active DPF list),
- Vercel Inc. – in connection with website hosting (the entity appears on the active DPF list),
- Google LLC – in connection with the delivery of training via the YouTube platform and the use of e-mail and office tools, as well as the use of Google Analytics and Google Ads on the website after consent has been given in the cookie banner (the entity appears on the active DPF list and, alternatively, the transfer is safeguarded by Standard Contractual Clauses).

The other providers indicated in the point concerning processors (e.g. MailerLite Limited, Easytools sp. z o.o.) store and process data on servers located exclusively within the European Union. You may obtain a copy of the safeguards applied to data transfers by writing to our contact point.

7. HOW LONG WE RETAIN THE DATA

Category	**Period**
Agreement data, proof of acceptance of the Terms,	the term of the agreement and thereafter 6 years from the end of the year in which the agreement terminated (limitation of claims, Article

correspondence	118 of the Civil Code)
Invoices and accounting documents	5 years from the end of the tax year (Article 86 § 1 of the Tax Ordinance, Article 74 of the Accounting Act)
Data of participants in training sessions and Mastermind	the period of the Organisation's membership and thereafter 6 years from the end of the year, to the extent necessary to demonstrate delivery of the Programme; recordings featuring a person's image – until consent is withdrawn
Account and content on the Discord server	up to 30 days from the end of the Organisation's membership or from a request to delete the account; content on the server's public channels may remain in a form that does not permit identification
Marketing newsletter	until consent is withdrawn; data on the consent itself – 3 years from withdrawal (defence of claims)
Enquiries submitted through contact forms	12 months from the last contact concerning the enquiry, or until consent is withdrawn, whichever is earlier; if an agreement is concluded – as for agreement data
Commission documents containing data of third parties	the period of performance of the Commission and 6 years from the end of the year in which the funding agreement was concluded (project audit period), unless the Client requests earlier return or deletion and no legal provision requires retention
Server logs	12 months
Cookies	according to the table in the cookie banner, no longer than 13 months

8. YOUR RIGHTS

1. You have the right to: access your data and obtain a copy of them (Article 15 GDPR), rectification (Article 16), erasure (Article 17), restriction of processing (Article 18), portability of data processed on the basis of an agreement or consent (Article 20), object to processing based on legitimate interest (Article 21), and withdraw consent at any time without affecting the lawfulness of processing carried out before its withdrawal.
2. You may exercise your rights against each of the joint controllers by writing to the contact point. We respond within one month; in complex cases we may extend this period by two further months, of which we will inform you.
3. You have the right to lodge a complaint with the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych, UODO), ul. Stawki 2, 00-193 Warszawa, uodo.gov.pl.
4. We do not take decisions based solely on automated processing, including profiling, which would produce legal effects concerning you.

9. THIRD-PARTY DATA IN FUNDING APPLICATIONS

1. When a Client commissions the preparation of a funding application, it provides us with documents which may contain personal data of its staff, participants and partners. To that extent the Client is the controller, and the Operator processes the data on its behalf pursuant to § 8(4) of the Terms of Service "Free to Dream Grants & Funding" (data processing agreement; English version: https://freetodream.eu/en/grants-terms).
2. The Operator processes such data solely for the purpose of preparing and submitting the application, does not share them with the Foundation (unless the Foundation is a co-applicant or project partner), and uses sub-processors solely with regard to the infrastructure indicated in point 5.
3. Security measures: individual named accounts with two-factor authentication, encryption of storage media and transmission, restriction of access to persons working on the given Commission, deletion of working copies upon completion of the Commission.

10. COOKIES AND SIMILAR TECHNOLOGIES

1. The freetodream.eu website and the order form use strictly necessary cookies (session, security, remembering the choice made in the banner) – without consent, pursuant to Article 399(3) of the Electronic Communications Law.
2. With your consent given in the cookie banner, we use two categories of tools:
    a. **Statistics: Google Analytics 4** (Google Ireland Ltd.) – number of visits, pages read, traffic source, country and device; cookies _ga and _ga_* for up to 13 months,
    b. **Marketing: Google Ads** (Google Ireland Ltd.) – measuring the performance of the Foundation's ads in Google Search (whether a visit from an ad ended in an enquiry or a newsletter sign-up) and ad personalisation; cookies _gcl_* for up to 90 days. We show no ads on the freetodream.eu website.

    We use Google Consent Mode (v2): until you give consent, Google tools are not loaded and no data are sent to them. You can switch each category on or off separately and change your decision at any time using the "Cookie settings" panel available in the footer of our website.
3. Discord, the payment operator and the newsletter tool use their own cookies on their own domains; the rules governing them are described in those providers' policies.

11. ESSENCE OF THE JOINT CONTROLLERS' ARRANGEMENT (ARTICLE 26(2) GDPR)

1. The Operator: collects data in the Order Form, fulfils the information obligation by means of this Policy, keeps a register of Organisations and Clients, manages access to the Discord server and communication tools, concludes data processing agreements

with providers, runs the contact point, and assesses personal data breaches and notifies them to the President of UODO.

2. The Foundation: processes participants' data within the Foundation's Programme (training sessions, Mastermind, Certificate, materials), fulfils the information obligation towards persons from whom it obtains data directly, and keeps its own record of processing activities in that respect.
3. Irrespective of this division, you may exercise your rights against each of us. The joint controller which receives your request forwards it to the other and coordinates the response.
4. The Operator, as the contact point, is responsible for handling requests and for contact with the supervisory authority.

12. SECURITY

We apply measures appropriate to the risk: encrypted connections (TLS), individual named accounts with two-factor authentication in the Project tools, the principle of least privilege, backups, revocation of access on the day cooperation with the given person ends, and regular review of access rights. Payment card data are processed exclusively by the payment operator in accordance with the PCI DSS standard; we have no access to them.

13. CHANGES TO THE POLICY

We may amend the Policy when the law, our tools or the scope of our services change. We will announce any change on the website and by e-mail to persons whose data we process on the basis of an agreement with an Organisation or Client. An archive of versions of the Policy is available at https://freetodream.eu/regulaminy/archiwum/ (in Polish).