

# EnergaCAMERIMAGE

INTERNATIONAL FILM FESTIVAL

## Rules and Regulations of Entry Cards and single tickets purchase for the 29th edition of the International Film Festival of the Art of Cinematography EnergaCAMERIMAGE

### § 1

#### Definitions

1. Website – [portal.camerimage.pl](http://portal.camerimage.pl) where Entry Cards and single tickets for the Festival are sold;
2. Organizers – Tumult Foundation – with registered seat in Toruń (Rynek Nowomiejski 28, 87-100 Toruń), entered into the register of associations, other social and professional organizations, foundations and public health care institutions kept by the District Court in Toruń, VII Commercial Division of the National Court Register, under KRS number 0000012434, NIP 956-00-08 -579, REGON: 001382587 and European Film Center CAMERIMAGE (Rynek Nowomiejski 28, 87-100 Toruń) entered into the Register of Cultural Institutions kept by the Minister of Culture and National Heritage with the number RIK 118/2020, NIP: 9562358384, REGON: 385314450;
3. Website User – a natural person, legal person or an organizational unit without legal entity, having legal capacity, using the Website;
4. Buyer – a natural person, a Website User, who enters into an agreement with the Organizer to purchase Entry Cards and single tickets;
5. Participant – a natural person who participates in the Event holding Entry Card or single ticket;
6. Festival – the film festival organized by the Organizer, i.e. the 29th edition of the International Film Festival of the Art of Cinematography EnergaCAMERIMAGE;
7. Event – film screenings and other events accompanying the Festival, taking place in CKK Jordanki, Cinema City, The Centre of Contemporary Art “Znaki Czasu” in Toruń and Tumult Foundation, which you can participate in based on your Entry Card;
8. Entry Card – a document confirming the agreement with the Organizer and entitling its holder to participate in Events;
9. Single ticket – a document confirming the agreement with the Organizer and entitling its holder to participate in chosen Event;
10. Order – Entry Card or single ticket purchase offer submitted by the Buyer to the Organizer through the Website, in accordance with the provisions of the Rules and Regulations;
11. Festival Reception – the main reception of the Festival located in the Festival Centre of the CKK Jordanki in Toruń, 1-3 Aleja Solidarności, 87-100 Toruń;
12. Rules and Regulations – this document describing Entry Cards and single tickets purchase for the 29th edition of the International Film Festival of the Art of Cinematography EnergaCAMERIMAGE;
13. Administrator (of personal data) – Organizer Tumult;
14. Processing of personal data – any operation or a set of operations on personal data or on a set of personal data by the Administrator including collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data for the purposes described in § 9 of the Rules and Regulations.

### § 2

#### General Provisions

1. The Rules and Regulations set out the rules governing the Entry Cards and single tickets purchase through the Website and fulfil the obligation of the Organizer to inform the Buyer about the process, pursuant to Article 12 of the Consumer Rights Act of 30 May 2014, i.e. of 9 March 2017 (Journal of Laws, 2017 item. 683 as amended) herein after referred to as “the Act” and fulfill the Administrator’s information obligation in accordance with article 13 point 1 and 2 of the Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46 of 27 April 2016 (Official Journal of the EU L 119, 4/05/2016), hereinafter referred to as the GDPR.

**29<sup>th</sup> International Film Festival, 13–20 November 2021, Toruń, Poland**

Festival Office: Tumult Foundation, Rynek Nowomiejski 28, 87-100 Toruń, Poland  
tel. +48 56 6210019, e-mail: [camerimage@camerimage.pl](mailto:camerimage@camerimage.pl), [office@camerimage.pl](mailto:office@camerimage.pl)

[www.energacamerimage.pl](http://www.energacamerimage.pl)

 [camerimage.festival](https://www.instagram.com/camerimage.festival)

 [facebook.com/camerimage](https://www.facebook.com/camerimage)

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2. In case of Entry Card or single ticket purchase agreements concluded with consumers through the Website, these agreements will be viewed as distance contracts within the meaning of the Consumer Rights Act of May 30, 2014.
3. The purchase of festival entry cards is only possible for fully vaccinated visitors. Conclusion of the agreement requires a declaration made by checking the box reading as follows: "I certify that I have been fully vaccinated against COVID-19" and "I consent to the processing of the above data for the purpose of maintaining and verifying compliance with applicable sanitary rules and regulations during EnergaCAMERIMAGE 2021 film festival".
4. Prior to concluding the Entry Card and single tickets purchase agreement, the Buyer is required to read the Rules and Regulations. Conclusion of the agreement requires a declaration made by checking the box reading as follows: „I have read and accept the Rules and Regulations of Entry Cards and single tickets purchase for the 29th edition of the International Film Festival of the Art of Cinematography EnergaCAMERIMAGE”.
5. The consent referred to under § 2.3 above is necessary for effective purchase of Entry Cards and single tickets through the Website.
6. Anyone interested in buying an Entry Card for a media representative before concluding the Entry Card purchase agreement, agrees for the Organizer to process their personal data included in a scanned copy of the letter of delegation by checking the checkbox saying: "I agree to the processing of my personal data in the form of a scanned copy of the letter of delegation from the editor delegating me to the Festival, by the Tumult Foundation based in Toruń in order for the Tumult Foundation to verify my entitlement to purchase an Entry Card for a media representative."
7. The consent referred to in §2 pint 5 above is a prerequisite for acquiring an entry card for the media representative;
8. The Buyer is obliged to comply with the provisions of the Rules and Regulations.
9. The Rules and Regulations are available for all Buyers on the Website, as a free of charge, downloadable, printable document.
10. Photographers interested in coverage of the Festival are asked to send an e-mail to marcelina@camerimage.pl. The message should be accompanied by a scan of the letter delegating to the Festival from the editorial office, which confirms the entitlement to receive the Entry card. The Entry card for photographers does not authorize admission to film screenings.
11. The organizer reserves the right to suspend or cease the sale in the Festival of force majeure or objective circumstances preventing further sale.



### § 3

#### Entry Cards and single tickets purchase rules

1. The Organizer provides information on the Website about Events open to Entry Card and single ticket holders.
2. Entry Cards are sold in two stages. The first stage is the pre-festival sale of Cards at a lower price. The sale will be running by 8<sup>th</sup> November 2021. The second stage is the Festival sale (12-20.11.2021), at a regular price. The number of Cards is limited. Sale at the Festival is carried out only if cards are available.
3. The sale of single tickets is carried out during the festival via the website. Sale is carried out only if single tickets are available.
4. The Organizer publishes information on the Website about:
  - a) types of Entry Cards and single tickets,
  - b) rules of using Entry Cards and single tickets, in particular: whether a specific Entry Card itself entitles to participation in the Event or if additional reservation for the Event or parts thereof is needed,
  - c) gross prices of Entry Cards and single tickets,
  - d) schedules of sales of Entry Cards and single tickets, indicating the days on which Orders for Entry Cards and single tickets can be placed,
  - e) how to make payment for the entry card (before and during Festival) and for the single tickets (during the festival).
5. Providing information referred to under item 4 above is an invitation to submit an offer (place an Order) by the Buyer and does not constitute an offer within the meaning of the Civil Code (item.66 and the following).

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6. Placing an order requires selecting a particular type of Entry Card and single ticket, within the range of choices provided by the Organizer. The Organizer informs that only one Entry Card can be purchased per person.
7. In case of online purchasing the Buyer places an Order and accepts the obligation to pay by using the Website button „Buy & Pay”.
8. The Entry Card and single ticket purchase agreement becomes effective and conclusive once the Organizer accepts the Order placed by the Buyer, confirmed by an email sent to the Buyer (constituting distance contract confirmation pursuant to Article 21 of the Act).
9. In case of underaged users the entry card form has to be filled in by their parents/legal guardian.
10. The payment system is provided by Visual Net based in Zabrze, ul. Wyszyńskiego 19, 41-808 Zabrze, NIP 6482489680.
11. The Organizer provides payments by PayPal using the Przelewy 24 system.

### § 4

#### Collection of Entry Cards and single tickets

1. Unless the Organizer provides otherwise, Offline & Online Entry Card may only be collected by the Participant (in person) in Festival Centre – CKK Jordanki, Aleja Solidarności 1-3 street, 87-100 Toruń.
2. Unless the Organizer provides otherwise, personal collection of Entry Cards requires presentation of a valid identification document and a valid COVID-19 certificate confirming their full vaccination against COVID-19 by the Buyer.
3. The Online Entry Card will be sent to the Buyer's e-mail address provided in the purchase form.
4. The single ticket bought through the website will be sent to the Buyer's e-mail address provided in the purchase form.


### § 5

#### Rules for using the Entry Cards and single tickets

1. Entry Cards allow their holders to participate in film screenings, seminars and Q&As. Depending on the type the Entry card entitle to events in online or physical formula;
2. Entry Card does not guarantee admission to the aforementioned events because of the limited number of seats in screening rooms;
3. In order to participate in screenings, workshops, and seminars the entry card holder need to book a seat through [www.energacamerimage.pl](http://www.energacamerimage.pl). The booking instructions will be published on the Website before the Festival;
4. Entry Cards allow their holders to participate in the opening and closing gala of the Festival only if there are any seats available in the Room;
5. Losing the entrance card will result in the cancellation of all reservations made with the card;
6. Access to screenings and other festival events is recorded and verified electronically and enables the Organizer to collect data on the number of participants present at the Festival venues on a given day for statistical purposes
7. If the Organizer confirms that an Entry Card has been made available to another person, the Entry Card will be immediately cancelled without a refund.
8. Footage from the Festival will include both photos and videos that may include images and voice recordings of the Festival Participants.
9. Photographs and video footage are used by the Organizer only for organisation and promotional purposes.
10. Photographs and video footage documenting the Festival may be made available to the media for information and promotional purposes and to sponsors of the Festival for information and verification of sponsorship agreements.
11. The participant is obliged to comply with the rules of the sanitary regime applied by the Organizer, available on the Festival's website. The Organizer has the right to refuse entry to the Festival area of Participants who do not comply with the applicable rules of conduct, without the right to make complaints and other claims.
12. The Festival cannot be attended by people with symptoms indicating infection with the SARS-CoV-2 virus, as well as people in quarantine or epidemiological supervision. If the Customer performs before or during the Festival, one of the above-mentioned circumstances, the Buyer is obliged to immediately inform the Organizer of this fact.
13. Screening rooms may have separate seating areas for guests.

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14. The Organizer is not responsible for any items left in the Festival area;
15. Entry Cards nor single tickets do not entitle their holders to promote film equipment at the Festival. If you are interested in film equipment promotion during the Festival, please contact the CAMERIMAGE Market coordinator - Dariusz Wyczółkowski at: [dariusz@camerimage.pl](mailto:dariusz@camerimage.pl).
16. During the film screenings and events, it is strictly prohibited to:
  - a) make any recording of image and/or sound during film screenings (Act of 4 February 1994 "On Copyright and Related Rights", Journal of Laws of 1994, No. 24, item 83, as amended). Such activities are illegal and will result in the perpetrator being moved out of the room and reported to the police;
  - b) use cell phones during film screenings;
  - c) consume alcohol, smoke cigarettes / e-cigarettes or use other stimulants;
  - d) behave loudly, disturbing other members of the audience participating in film workshops, seminars or other Events.

### § 6

#### Online access for the Entry card and single ticket holders

1. Depending on the arrangements with distributors, access may be geo-blocked for some online film screenings;
2. Access to the online screening for the entry card holder is possible only on one device at a time;
3. Disclosing the Entry card data to third parties will result in blocking the Festival Participant's account and lack of access to the online platform;
4. Access to the online screening will be limited in time. Films will be available for viewing for 48 hours but with a smaller viewing window of 4h from the moment of first clicking "play";
5. The quality of film screenings, seminars and workshops on the online platform may depend on the technical parameters of the Internet connection and the technical parameters of the device of the Entry card holder. The Organizer is not responsible for the lack of access or disrupted access to the online platform caused by circumstances beyond the Organizer's control or technical problems or technical limitations related to the internet connection used by the Entry card holder or the device used by the Entry card holder;
6. The content posted on the Festival's online platform is protected by copyright held by the Organizer or another entity from which the Organizer has obtained the license required by law. It is not allowed to download, upload, copy, reproduce, broadcast, publish, modify, rent, lease, sell, distribute or create derivative works of any of the content made available on the Festival's online platform, or any other use beyond the Regulations and cases of fair use specified by law.

### § 7

#### Right of withdrawal

Pursuant to Article 38 (12) of the Act, the right of withdrawal from the distance contract referred to under the Rules and Regulations does not apply to the Buyers, i.e. consumers, due to the fact that it covers provision of services related to leisure, entertainment, sport or cultural events occurring on specified days or a within a specified period of service provision. In the event that the Buyer, or the Participant for whom the Buyer has made the purchase for, fails to collect the Entry Card, the Organizer will not be required to refund the purchase.


### § 8

#### Complaints

1. Any complaints concerning the Entry Card purchase agreement shall be made by the Buyer by e-mail to the following email address [marcelina@camerimage.pl](mailto:marcelina@camerimage.pl).
2. The complaint must include the full name, postal address and e-mail address of the Buyer.
3. Complaints will be processed within 30 days from the date of receiving the complaint by the Organizer.
4. The Organizer will refer to the Rules and Regulations when assessing a complaint.

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5. The decision of the Organizer will be notified to the Buyer by email to the address submitted in the complaint.

### § 9

#### Personal data protection

1. In accordance with Art. 13 and 14 of Regulation of the European Parliament and of the Council (EU) 2016/679 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 (Dz. Urz. UE L 119/1 of 04.05.2016), hereinafter referred to as GDPR, we would like to inform that the Administrator of personal data processed in connection with the organization of the Festival, including persons indicated on the Entry Card purchase form for the EnergaCAMERIMAGE Festival, is the Organizer, i.e. Tumult Foundation with its registered office at: Rynek Nowomiejski 28, 87-100 Toruń, e-mail address for contact in matters related to the protection of personal data: [rodo@camerimage.pl](mailto:rodo@camerimage.pl).
2. The Administrator – Tumult Foundation - has appointed a Data Protection Inspector supervising the correctness of personal data processing, who can be contacted in any matter regarding the processing of your personal data by the Administrator by e-mail to: [rodo@camerimage.pl](mailto:rodo@camerimage.pl) or in writing to the address of the Administrator's registered office.
3. Personal data of a Participant being a natural person will be processed in order to perform the purchase agreement and/or activities before the conclusion of the agreement, i.e.:
  - to purchasing of an entry card via the Website and to maintain an account at the Website and to provide services related to the concluded agreement (e.g. for billing purposes and complaints) - pursuant to Article 6, point 1 letter b) of the GDPR
  - transfer of data to other entities authorized by operation of law - pursuant to Article 6, point 1 letter c) of the GDPR,
  - protect the legitimate interests of the Administrator, i.e. facilitate the use of services provided by the Administrator and improve the functionality of these services, implement the tasks necessary to perform Administrator tasks related to the statutory goal of initiating, running and supporting activities in the field of culture, art and humanities and in particular the organization of festivals, competitions, and cultural events - pursuant to Article 6, point 1, letter f) of the GDPR,
  - protection of the legitimate interests of the Administrator, i.e. for analytical purposes to optimize services / activities related to the statutory goal of the Administrator, in particular providing support and optimization of communication of festival guests / participants, exchange of information, for archiving purposes, statistical and for claims, in connection with the concluded agreement - pursuant to Article 6, point 1 letter f) of the GDPR,
  - in order to receive marketing offers, occasional correspondence, verification of rights to purchase entry cards at a reduced price - pursuant to Article 6, point 1, letter a) of the GDPR.
4. Personal data of a Participant being a natural person will be kept for the duration of the concluded agreement, and after its termination for purposes of pursuing claims in connection with the agreement, performance of obligations under the law, including in particular tax and accounting, statistical, archiving and statutory provisions; and for purposes of receiving marketing offers, commercial offers, occasional correspondence from the moment of expressing your consent until this consent is revoked; and, in the case of providing the letter delegation from the editor, it will be kept until the first Monday after the Festival.
5. A Participant being a natural person has the right to request from the Administrator access to personal data, rectification, deletion or limitation of data processing and the right to object to data processing; the right to transfer their personal data in case of Participant's consent to the processing of personal data in order to receive marketing offers, occasional correspondence, providing a Discount Document - a Participant being a natural person has the right to withdraw their consent at any time without affecting the legality of the processing, which was made on the basis of the consent expressed before the withdrawal
6. A Participant being a natural person has the right to file a complaint to the supervisory body, i.e. the President of the Office for Personal Data Protection,
7. The recipients of personal data of the User being a natural person will be entities entitled to obtain personal data under the law, participating in carrying out the purchase agreement and entities providing services to the Administrator, i.e. entities that process personal data on behalf of the Administrator based on the data processing entrustment agreement with the Administrator, such as courier and logistics companies, entities providing credit and payment services (e.g.

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banks), insurance companies, audit and consulting companies, advertising agencies, companies cooperating with the Administrator in the field of promotion, marketing (e.g. radio stations, TV, local or industry press) entities providing IT and cloud services.

8. All persons and entities cooperating with the Organizer receive access to your personal data based on appropriate authorizations and orders for the processing of personal data, including those contained in personal data entrustment or sharing agreements.
9. Providing personal data was voluntary, however, it is a prerequisite for booking an entry card, and, in case of providing a delegation letter from the editor, it is a prerequisite for booking an entry card for a press representatives or receiving a free entry card for a photographer.
10. Your personal data will not be transferred to third countries, i.e. outside the European Economic Area (EEA).
11. Your data will not be subject to profiling (automated decision-making without human involvement).

### § 10

#### Final Provisions

1. Any questions, opinions or concerns regarding the Entry Card purchase agreement, as well as declarations made to the Organizer should be sent by the Buyer to the following email address: marcelina@camerimage.pl
2. The provisions of the Rules and Regulations shall apply to the Entry Card purchase agreement concluded between the Organizer and the Buyer in the version effective on the date of this agreement.
3. The Organizer reserves the right to make changes to the Rules and Regulations, particularly in case of any relevant changes in applicable laws or certain obligations imposed upon the Organizer by the authorities, as well as to improve the operation of the Website, the quality of services provided through the Website and to prevent possible abuse. Any amendments to the Rules and Regulations become effective upon their announcement.
4. The Rules and Regulations come into force on 1st October 2021.

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