

# EnergaCAMERIMAGE

## INTERNATIONAL FILM FESTIVAL

### **Rules and Regulations of Entry Cards and single tickets purchase for the 30th 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 30<sup>th</sup> EnergaCAMERIMAGE Film 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 or single tickets, and then participates in the festival on the basis of an entry card or single ticket purchased.
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 30th edition of the International Film Festival of the Art of Cinematography EnergaCAMERIMAGE.
7. Event – film screenings, seminars, workshops 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 Buyer can participate in based on the Entry Card or single ticket.
8. Entry Card – a personal 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 30th 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 § 8 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.
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.

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3. Prior to concluding the Entry Card or the 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 30th edition of the International Film Festival of the Art of Cinematography EnergaCAMERIMAGE”.
4. The consent referred to under § 2.3 above is necessary for effective purchase of Entry Cards or single ticket through the Website.
5. The organizer reserves that in the event of introducing restrictions related to the SARS-CoV-2 pandemic by state or local authorities, the conditions for participation in the Festival may change or the use of them will require meeting additional conditions. In the event of a change in the legal status in this regard, the organizer will be forced to adapt the offer and regulations to this state.
6. The Buyer is obliged to comply with the provisions of the Rules and Regulations.
7. Anyone interested in buying an Entry Card for a media representative or an Entry Card for photographer 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.”
8. The consent referred to in §2 pint 7 above is a prerequisite for acquiring an entry card for the media representative.
9. The Rules and Regulations are available for all Buyers on the Website, as a free of charge, downloadable, printable document.
10. 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 7<sup>th</sup> November 2022. The second stage is the Festival sale (12-19.11.2022), 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 types of Entry Cards and single tickets, 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, gross prices of Entry Cards and single tickets, schedules of sales of Entry Cards and single tickets, indicating the days on which Orders for Entry Cards and single tickets can be placed, 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).
6. Placing an order requires selecting a particular type of Entry Card or 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 “Submit & Pay”.
8. In case of underaged users the entry card form has to be filled in by their parents/legal guardian.
9. 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).
10. The Organizer provides payments by Pay Pro S.A. using the Przelewy 24 system.

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### § 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 decides otherwise, the Buyer must present an ID document in order to collect the entry card in person. Lack of an identity document will be the basis for refusal to issue an entry card.
3. Together with the Entry Card, the Participant will receive a welcome pack consisting of festival gadgets.
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.
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 needs 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. 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.
6. 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.
7. Footage from the Festival will include both photos and videos that may include images and voice recordings of the Festival Participants.
8. Photographs and video footage are used by the Organizer only for organization and promotional purposes.
9. 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.
10. Screening rooms may have separate seating areas for guests.
11. The participant is obliged to follow the rules of the sanitary regime in force during the Festival.
12. The Organizer is not responsible for any items left in the Festival area.
13. 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).
14. 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

#### 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 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.

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### § 7

#### Complaints

1. Any complaints concerning the Entry Card purchase agreement shall be made by the Buyer by e-mail to the following email address [tickets@camerimage.pl](mailto:tickets@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.
5. The decision of the Organizer will be notified to the Buyer by email to the address submitted in the complaint.

### § 8

#### 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.

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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. 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 representative 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).

### § 9

#### Final Provisions

1. Any questions, opinions or concerns regarding the Entry Card / the single tickets purchase agreement, as well as declarations made to the Organizer should be sent by the Buyer to the following email address: [tickets@camerimage.pl](mailto:tickets@camerimage.pl)
2. The provisions of the Rules and Regulations shall apply to the Entry Card / the single ticket purchase agreement concluded between the Organizer and the Buyer in the version effective on the date of this agreement.
3. In matters not covered by these Regulations, generally applicable provisions of Polish law, in particular the Civil Code and the Act, shall apply.
4. The Buyer has the right to use extrajudicial means of dealing with complaints and pursuing claims resulting from contracts concluded with the Organizer, in particular by submitting an appropriate application to the Provincial Inspectorate of Trade Inspection for consideration of the case by the Arbitration Court. Any Purchaser, not only the Purchaser who is a consumer, may bring a case to the Arbitration Court. The electronic forms of the applications referred to in para. 4 above are available on the websites of the Provincial Inspectorates of the Trade Inspection, the list of which with contact details is available at [www.uokik.gov.pl](http://www.uokik.gov.pl). The customer who is a consumer also has the right to refer the matter to the municipal or poviast consumer ombudsman or seek help from the competent local consumer federation. Information on the consumer federation can be found at: [www.federacja-konsumentow.org.pl](http://www.federacja-konsumentow.org.pl).
5. 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.
6. Amendments to the Regulations do not affect the performance of contracts concluded on the basis of an Order placed before their entry into force, subject to the express agreement of the parties to this contract.
7. The Rules and Regulations come into force on 1<sup>st</sup> September 2022.