

EnergaCAMERIMAGE

INTERNATIONAL FILM FESTIVAL

HOMESTAY PROGRAMME 2024 TERMS AND CONDITIONS AS PART OF THE EnergaCAMERIMAGE FILM FESTIVAL

§ 1

GENERAL PROVISIONS

1. **The Homestay Programme** (hereinafter referred to as the “Programme”) is ran by the Tumult Foundation - organiser of the EnergaCAMERIMAGE Film Festival (hereinafter referred to as the “Organiser”).
2. The Programme provides Students visiting the EnergaCAMERIMAGE Film Festival with an opportunity to enjoy **free accommodation** offered by families in Toruń participating in the Programme (hereinafter referred to as the “Hosts”), in accordance with the principles set out in these Terms and Conditions.
3. The Programme is aimed at students whose films have qualified for the official EnergaCAMERIMAGE 2024 selection.
4. The Programme covers accommodation exclusively for the duration of The EnergaCAMERIMAGE Festival.
5. The 32nd edition of the EnergaCAMERIMAGE Festival (hereinafter referred to as the “Festival”) will take place from **16-23 of November 2024 in Toruń.**

§ 2

TERMS AND CONDITIONS OF PARTICIPATION

1. Students, who wish to participate in the Programme are required to:
complete the Homestay online entry form **FOR STUDENTS**. Individual students will be contacted directly with the entry form by the Programme Coordinator.
2. Hosts who would like to join the Programme and offer free accommodation for Students during the Festival week are required to:
complete the Homestay online entry form **FOR HOSTS**.
3. Accommodation offered in the Programme is **limited**.
4. The Organiser **does not guarantee** accommodation for all participants of the Programme.
5. **The deadline for Homestay Host applications: 30th September 2024.**
6. **The deadline for individual Homestay Student Applications** will be determined once the official Festival selection is confirmed.
7. There is no entry fee for participation in the Programme.
8. Hosts that decide to participate in the Programme are not entitled to remuneration and any expenses related to providing accommodation for Student participants will not be covered.
9. Students who are accommodated as part of the Programme will not be required to cover the costs of their Homestay accommodation.

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FESTIVAL OFFICE: TUMULT FOUNDATION, RYNEK NOWOMIEJSKI 28, 87-100 TORUŃ, POLAND

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§ 3

RIGHTS AND OBLIGATIONS OF THE ORGANISER

1. The Organiser agrees that the Hosts who will provide accommodation for assigned Students as part of the Programme will receive free festival accreditation i.e. **Entry Card(s)**:
 - a. Entry Cards grant their holders access to film screenings at CKK Jordanki, W. Horzycy Theatre (Teatr im. W Horzycy), Centrum Cinema (Kino Centrum), Camerimage Cinema (Kino Camerimage) and access to accompanying events: exhibitions, workshops and meetings with various artists. (in accordance with the applicable Entry Card Terms and Conditions),
 - b. The Host will be entitled to receiving one Entry Card per accommodated Student, which will be issued to a person designated by said Host,
 - c. Entry Cards are issued for individual holders and cannot be transferred to third parties,
 - d. Entry Cards cannot be exchanged for cash.
 - e. Entry Cards do not grant entry to invite-only events.
2. The Organiser acts solely as the coordinator of the Programme. This means that the Organiser:
 - a. collects entries from Students and Hosts willing to participate in the Programme
 - b. based on the collected entries matches Students with Hosts in a way that, where possible, adheres to the expectations of both parties (as stated in their entry forms),
 - c. puts Hosts and Students in touch by sharing contact details with relevant parties,
 - d. Once matched, Students and Hosts will contact each other directly, without the involvement of the Organiser, and independently agree on the arrangements of the accommodation.
3. The Organiser will not be held liable for any damage to or destruction of property caused by the Students at the premises of their Hosts.
4. The Organiser will not be held liable for any damage to or destruction of the Students' property caused by the Hosts.
5. The Organiser will not interfere in the arrangements agreed upon between the Students and their Hosts. This applies in particular to any rules they agree to follow during their interactions for the duration of the Programme.

§ 4

RIGHTS AND OBLIGATIONS OF STUDENTS AND HOSTS

1. Students and Hosts undertake to establish between themselves the rules they will follow during the Programme. The Organiser will not interfere in these arrangements.
2. **The Hosts** agree to:
 - a. inform the Organiser immediately about any changes in the declared accommodation conditions,
 - b. inform the Organiser as soon as possible if they decide to withdraw from the Programme,
 - c. do their best not to withdraw from the Programme once a Student or Students have been assigned to them; exceptional cases will be addressed individually.

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3. Students assigned to their Hosts agree to:
 - a. **contact the Host immediately on receipt of their contact details and confirm one's participation in the Homestay Programme,**
 - b. inform the Organiser immediately about any changes declared in the online application form,
 - c. follow the rules established with their Host,
 - d. inform the Organiser immediately if they decide to withdraw from the Programme, particularly if they have already been assigned a Host.

§ 5

PERSONAL DATA PROTECTION

1. In accordance with art. 13 and 14 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 (Journal of Laws UE L 119/1, as amended), hereinafter referred to as GDPR, we inform that the Administrator of personal data processed in connection with the organization of the Festival, including persons indicated in the film application form for the EnergaCAMERIMAGE Festival and data provided during account registration on the server. (portal) EnergaCAMERIMAGE, is the Organizer, i.e. the Tumult Foundation with headquarters located at: Rynek Nowomiejski 28, 87-100 Toruń, e-mail address for contact in matters related to the protection of personal data: rodo@camerimage.pl.
2. Personal data of the Homestay Programme participants will be processed for the following purposes:
 - a) overseeing admissions to the Programme (submission and selection), preparing for and organising accommodation for Participants and acceptance of the relevant Terms and Conditions in accordance with art. 6 clause 1 lit. b) GDPR, the data you provide in the submission form will be processed for a duration of time necessary to produce and realise the Festival, for statutory purposes such as the documentation of past festival editions, contributing to the promotion of cinematography as an international art, for historical purposes in connection with art. 6 clause 1 lit. f) GDPR until the Administrator's activity ends,
 - b) disseminating, informing and advertising the Festival in the media (press, TV, radio, Internet), documenting the Festival and publications about the Administrator's activities in connection with the Administrator's statutory activity, as well as for information and confirmation of the implementation of the sponsorship agreement concluded - in connection with the protection of the Administrator's legitimate legal interest, in accordance with art. 6 clause 1 lit. f) GDPR. For this purpose, we will process your image, name and surname or artistic nickname until you submit a reasoned objection or request to limit the processing of your personal data. The Administrator informs that the Festival will be documented in the form of photos and videos on which images and voice recordings of Festival Participants may appear,
 - c) generating an Entry Card - in relation to art. 6 clause 1 or. b) GDPR – until the end of the Festival or within two years following,
 - d) contacting you in relation to the organisation of the Festival and accommodation as part of the Homestay Programme, answering your questions, requests or complaints - in order

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- to protect the Administrator's legitimate interests, in connection with art. 6 clause 1 lit. f) GDPR - we will process your data in the form of name and surname, name and contact details or the content of your requests / requests until we answer you and settle the matter, no longer than 2 years from the end of the calendar year, in which we have done your business,
- e) protection of the Administrator's legitimate interests, i.e. for archiving and statistical purposes, as well as pursuing any claims arising in connection with your participation in the Homestay Programme. Your data will be stored until the possible claims cease to exist and for the implementation of the abovementioned purposes, transferring data to other entities authorized by law (implementation by the Administrator of obligations imposed by law) - in accordance with art. 6 clause 1 lit. c) GDPR, i.e. in particular on the basis of tax law, the Act on accounting, social security (e.g. for tax settlements, or related to accounting and reporting).
4. We obtained your data directly from you at the first contact (e.g. when setting up an account on the portal and completing the Programme application).
 5. The Administrator has appointed a Data Protection Inspector, who oversees the appropriate processing of your personal data, with whom you can get in touch via rodo@camerimage.pl or by writing at the address of the Administrator.
 6. Categories of relevant personal data - we process your personal data to the extent necessary to implement the above purposes for which we obtained data. These are such data as: name and surname, artistic nickname, date of birth and contact details (email address, telephone number).
 7. Any person to whom we process personal data in the abovementioned for purposes has the right to request the Administrator to access the content of his personal data, receive a copy of it, the right to rectify it, delete or limit processing, the right to object to the processing. In addition, you have the right to withdraw your consent at any time, as long as the processing takes place on the basis of your consent without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal and the right to transfer data, as long as the processing of personal data takes place in an automated manner.
 8. You have the right to lodge a complaint to the supervisory body - the President of the Office for the Protection of Personal Data, when the Administrator violates the provisions on the protection of personal data.
 9. The recipients of your personal data, depending on the purpose of processing, may be: entities authorized by law to obtain personal data on the basis of legal provisions (e.g. ZUS, Tax Office, UODO), entities / persons cooperating with the Administrator as part of their statutory activities and commissioned cooperation agreements, i.e. co-organizers of the Festival, providers of technical and organizational services (e.g. as part of providing IT services), hosting, cloud (cloud computing), legal, auditing and consulting, accounting), as well as agencies, advertising companies, banks, companies providing courier and postal services, sponsors (sponsors) of the Festival in a given year - in the scope of sharing the image, recordings, names (first and last name, artistic nickname) and information about the awards received, participants of the Competitions - the full list of Sponsors is always available on the Administrator's website: www.camerimage.pl. The co-organizer of the Festival – the European Film Center CAMERIMAGE (ECFC) with its seat in Toruń – processes the personal data of the Festival participants, including those submitting audiovisual works for consideration and users

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of the CAMERIMAGE Portal on the basis of a personal data entrustment agreement concluded with the Administrator. As the coorganizer of the Festival, ECFC processes your personal data in order to prepare the EnergaCAMERIMAGE International Film Festival of the Art of Cinematography in Toruń at the highest possible level.

10. All persons and cooperating entities receive access to your personal data on the basis of appropriate authorizations and orders for the processing of personal data, including concluded contracts for entrusting or sharing personal data.
11. Providing personal data is voluntary, but necessary to participate in the Festival.
12. Your personal data will not be transferred to third countries, i.e. outside the European Economic Area (EEA)
13. Your data will not be subject to profiling (automated decision-making without human intervention).

§ 6

FINAL REMARKS

1. By submitting to the Programme (either by Students or Hosts) you agree to have read and accepted the Terms and Conditions.
2. In case of any disputes on matters not included in these Terms and Regulations the final decision will be made by the Programme Coordinator – Balbina Bochużyńska, e-mail: balbina@ecfcamerimage.pl.
3. The Polish version of these Terms and Conditions is the only effective version and the Polish text shall be binding in case of any discrepancies between different language versions.
4. In any case, these Terms and Conditions shall be governed by the laws of the Republic of Poland.

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