

# THE RULES AND REGULATIONS FOR THE ONLINE SALE OF TICKETS, PASSES AND ACCREDITATION AS WELL AS THE USE OF ONLINE CINEMA AS PART OF THE KRAKOW FILM FESTIVAL ONLINE

## § 1. DEFINITIONS

The terms used in the Rules and Regulations shall have the following meaning:

**Rules and Regulations** – a document that specifies the rules for the online sale and use of Tickets, Passes and Accreditation as well as an access to Events and Online Events.

**Seller** – the Krakow Film Foundation in Kraków at ul. Pychowicka 7, 30-364 Kraków, entered into the register of entrepreneurs and the register of associations, other social and professional organisations, foundations and independent public healthcare units of the National Court Register under KRS no 0000166325, REGON no 356756914 and NIP [tax identification no] no 6762250313.

**KFF** – the Krakow Film Festival in Krakow organised by the Seller.

**KFF Portal** – the KFF Internet portal run by the Seller, which enables its users to buy Tickets, Passes and Accreditation to KFF, download Tickets by the holders of Passes and Accreditation and obtain access to Online Events which can be found under the address [www.krakowfilmfestival.pl](http://www.krakowfilmfestival.pl), among others.

**Buyer** – a natural person, legal person or an organisational unit without any legal personality that uses the online sale system.

**Event** – a film screening or other artistic event held as part of KFF or organised or co-organised by the Seller as part of KFF.

**Online Event** – an online film screening or another artistic online event held as part of KFF or organised or co-organised by the Seller as part of KFF which is made available or transmitted by means of the KFF portal.

**Programme** – a plan of Events or Online Events organised as part of KFF which specifies their starting time and duration.

**Ticket** – a document which entitles its holder to participate in an Event or an Online Event and includes a unique access code.

**Pass** – a document which entitles its holder to participate in Events or Online Events, depending on the Pass type, pursuant to the rules specified in the Rules and Regulations as well as on the KFF Portal defining the types of Passes.

**Accreditation** – a document which entitles its holder to participate in Events or Online Events, depending on the type of Accreditation, pursuant to the rules specified in the Rules and Regulations as well as on the KFF portal defining the types of Accreditation, intended only for the representatives of the film industry and the media.

**Online Order** – the Buyer's offer to purchase Tickets, Passes or Accreditation.

## **§ 2. General provisions**

1. The sale of Tickets and Passes shall be performed online or in a stationary form in the places indicated on the KFF portal. Accreditation can only be purchased online.
2. The online sale shall be run exclusively by the Seller.

## **§ 3. The rules for the online sale**

1. The contract for the sale of Tickets between the Buyer and the Seller shall be concluded by the agency of the KFF Portal and shall require the following conditions to be met:
  - a. a specific Event or Online Event must be selected;
  - b. an ordered Ticket and its price, if this option is available, must be selected;
  - c. the Buyer must provide his or her data and an e-mail address;
  - d. the Buyer must read and accept the terms of these Rules and Regulations;
  - e. the Buyer must place an Online Order;
  - f. the Buyer must pay for the Online Order in an electronic form;
  - g. the Buyer must obtain the confirmation of the transaction, which is sent by e-mail to the address provided by the Buyer;
2. The contract for the sale of a Pass or Accreditation between the Buyer and the Seller shall be concluded by the agency of the KFF portal and shall require the following conditions to be met:
  - a. the Buyer must set up 'MY KFF' account on the KFF Portal;
  - b. the Buyer must prove his or her association with the film industry or the media (applies to Accreditation only);
  - c. the Buyer must select the Pass or Accreditation ordered and its price, if this option is available;
  - d. the Buyer must read and accept the terms of these Rules and Regulations;
  - e. the Buyer must place an Online Order;
  - f. the Buyer must pay for the Online Order in an electronic form;
  - g. the Buyer must obtain the confirmation of the transaction made, which is sent by e-mail to the address provided by the Buyer.
3. The Seller shall reserve the right to revoke the condition of setting up 'MY KFF' account by the Buyer on the KFF Portal in the case of the sale of Tickets, Passes or Accreditation to selected Events or Online Events as part of special campaigns.
4. The Seller shall not be responsible for the consequences of providing incorrect or false data in an Online Order form by the Buyer or the failure to read these Rules and

Regulations.

5. Once an Online Order has been placed, the Buyer shall pay for it at the same time.
6. If the Buyer's bank fails to confirm the payment for an Online Order within 20 minutes from the bank transfer order, the Online Order shall be automatically annulled. The funds withdrawn from the Buyer's bank account are retained by the payment system operator.
7. The Seller shall not bear any responsibility for any consequences of the payment system malfunctioning.
8. Pursuant to the ordinance of the Minister of Finance on the exemption from the obligation to maintain records using cash registers, the sale referred to in these Rules and Regulations shall not be subject to fiscalisation, hence the Buyer shall not receive a fiscal receipt.
9. The Seller may issue a VAT invoice at the Buyer's request. The Buyer shall notify the Seller about the need to receive a VAT invoice electronically by sending an email to [bilety@kff.com.pl](mailto:bilety@kff.com.pl) within 3 months counting from the end of the month in which the item was delivered or the service was provided. The VAT invoice is sent in an electronic form. To obtain the VAT invoice, it is necessary to provide one's name, surname and address and, in the case of entrepreneurs, the name of the company and its tax identification number [NIP].
10. The Buyer can purchase only one Ticket from the KFF Portal on one occasion.
11. The Buyer can purchase only one Accreditation or one Pass from the KFF Portal. The Buyer that has purchased Accreditation or a Pass online may not buy another Accreditation, Pass or Ticket.
12. When Tickets have been purchased and an online payment has been made, the Ticket purchase confirmation together with the Ticket shall be sent by e-mail to the address provided by the Buyer. The Pass or Accreditation is available in an electronic version on the KFF Portal. The Seller may release a tangible copy of the Pass or Accreditation and inform the Buyer about its pick-up place on the KFF Portal.

#### **§4. The rules for the use of all kinds of Tickets, Passes and Accreditation**

1. The Ticket shall entitle the Buyer to participate in an Event or an Online Event for which the ticket is valid.
2. The Ticket shall entitle only one person to participate in an Event or an Online Event.
3. The Buyer may not make his or her Pass or Accreditation available to third persons.
4. It is not possible to obtain more than one free ticket to an Event or an Online Event that begins at the same time.
5. The Seller shall reserve the right not to admit the Buyer to an Event or an Online Event if the Ticket is damaged or illegible and the verification of the code is

impossible, or if the ticket code has been used or the data of the Buyer is not compatible with the data on the Pass or Accreditation.

6. The number of places for Events or Online Events is limited.
7. A Ticket that has not been used shall not entitle its holder to participate in an Event or an Online Event at a different time.

#### **§5. The rules for the participation in Events**

1. The sale of Online Tickets to selected Events shall be possible 30 minutes before the starting time of the selected Event as defined in the Programme.
2. The Buyer with a Pass or Accreditation may download tickets to individual Events from the KFF Portal or obtain them from ticket offices on production of, respectively, the Pass or Accreditation not later than 30 minutes before the starting time of the selected Event as defined in the Programme. If Tickets are downloaded from the KFF Portal, information about the downloaded tickets will also be sent by e-mail to the address provided by the Buyer. The entry to an Event on production of a Pass or Accreditation is not guaranteed and is only possible when free places are available at this Event.
3. The Buyer with a Pass or Accreditation at the moment of the entry to an Event must produce a Ticket together with the Pass or Accreditation.
4. A Ticket shall be subject to verification before the Event begins. The same ticket may not be reused or used to participate in another Event than the Event initially selected.
5. Latecomers may join the audience only during a break in the Event, if such a break was planned.

#### **§6. The rules for the participation in Online Events**

1. The sale of Online Tickets to selected Online Events is possible before the starting time of the selected Online Event as defined in the Programme.
2. The Buyer with a Pass or Accreditation may obtain Tickets to individual Online Events using the account 'MY KFF' on the KFF Portal not later than 30 minutes after the starting time of the Online Event as defined in the Programme. Information about the Tickets will also be sent by e-mail to the address provided by the Buyer.
3. The Buyer with a Pass or Accreditation may revoke the obtain ticket not later than 30 minutes after the starting time of the Online Event defined in the Programme.

#### **§7. Access to Online Events (Online Cinema)**

1. Access to Online Events shall be provided using the Kino Online platform available on the KFF Portal.
2. Access to film screenings as part of Online Events at the Kino Online platform shall be possible only within the territory of Poland. The Buyer may not use or try to use Kino Online outside the territory of Poland.
3. The Buyer may have access to the contents available on the Kino Online platform only on one device at the same time.
4. Using the Kino Online platform shall require a device which meets the technical parameters defined on the KFF Portal and has access to the Internet whose minimum parameters have been defined on the KFF portal.
5. The quality of Online Events may depend on the technical parameters of the Internet connection and the technical parameters of the device which is used to play Online Events.
6. The Seller shall bear no responsibility for the lack of access or distorted access to the KFF Portal caused by the circumstances which are outside the Seller's influence or technical problems or limitations related to the Internet connection used by the Buyer or the device used by the Buyer.
7. Access to an Online Event on the Kino Online platform may be obtained on the condition that the Buyer produces an access code sent by e-mail to the address provided by the Buyer.
8. The films screened as part of Online Events shall be seen the latest before the planned screening end time defined in the Programme. After its beginning the film screening shall be available on the Online Platform for 4 hours from the starting time defined in the Programme.
9. The films screened as part of Online Events may be stopped or rewound.
10. During the film screenings as part of Online Events the Buyer may choose between Polish and English subtitles with the reservation that at some film screenings the subtitles are permanently embedded in the video.
11. The contents available on the Kino Online platform is protected by copyrights which are disposed of by the Seller or another entity from which the Seller has obtained the licence required by the law. It is not permitted to download, transfer, copy, reproduce, transmit, publish, modify, rent, lease, sell, distribute or create any works derived from any contents available on the Kino Online platform or use it in any other way not envisaged in the Rules and Regulations or the examples of use defined by the law.

## **§ 8. Withdrawal from the agreements**

Pursuant to Article 38, Clause 12, of the Act on consumer rights of 30 May 2014, the Buyer has no right to withdraw from the contract that applies to the provision of a service related to cultural events if the day or the period of service provision was defined in the contract.

Hence the Buyer is not entitled to withdraw from the contract in the case of a Ticket purchase.

### **§ 9. The Return of Tickets to Events or Online Events**

1. Tickets shall be subject to a refund if an Event or an Online Event is cancelled or there is a change in the Programme. Accreditation and passes are not subject to a refund.
2. The Seller may cancel an Event or an Online Event because of a force majeure or any other reasons which are outside the Seller's control.
3. The Seller may change the Programme because of important reasons, i.e. unfavourable weather conditions, a disease, ill health or any other reason outside the Seller's responsibility which makes the implementation of an Event or an Online Event impossible and in situations when the change is due to the need to protect safety, health or lives of people or property and the need to ensure undisturbed and comfortable completion of KFF.
4. The information about a cancelled Event or a cancelled Online Event or the change in the Programme shall be sent together with the Ticket return form by e-mail to the address provided by the Buyer. The Seller bears no responsibility if incorrect or false data is provided by the Buyer.
5. The Buyer that would like to return a Ticket must confirm that he or she has received the information referred to in Clause 4 by sending an e-mail to [bilety@kff.com.pl](mailto:bilety@kff.com.pl) together with the scan of the completed and signed Ticket return form attached to this e-mail message or sent by post.
6. If the Buyer requested an invoice for the Ticket purchase, the refund shall be possible only if the Buyer had earlier received the corrected invoice and sent the signed document back to the Seller.
7. The refund for a Ticket shall be made promptly, not later than 14 days from the day of the receipt of the Ticket return form by the Seller, by a transfer into the Buyer's bank account provided in the return form.
8. If an Event or an Online Event has been cancelled, the Seller shall accept ticket returns within 14 days from the starting date of the Event or the Event Online as defined in the Programme.
9. The Seller shall not bear any responsibility for the consequences of providing incorrect or false data by the Buyer in the Ticket return form.
10. The Seller shall not exchange tickets.
11. After prior arrangement with the Seller by e-mail in a message sent to [bilety@kff.com.pl](mailto:bilety@kff.com.pl), Tickets to cancelled Events or Online Events may entitle the Buyer to participate in an Event or an Online Event on a new date or in another Event or an Online Event.

## **§ 10. Complaints**

1. Complaints regarding the online sale of Tickets to Events or Online Events, the functioning of the KFF Portal as well as Events or Online Events must be reported by e-mail to [biletty@kff.com.pl](mailto:biletty@kff.com.pl). Complaint claims should include the contact data of the Buyer and the description of the reasons for the complaint.
2. The Seller shall handle the complaint and notify the Buyer about the decision within 14 days from the receipt of the claim. The Seller shall inform the Buyer about the decision by e-mail in a message sent to the address provided by the Buyer in the complaint claim.
3. Complaints regarding:
  - a. Electronic payments – must be reported to the payment operator;
  - b. Delivery of electronic tickets – must be reported to the Seller by e-mail in a message sent to [biletty@kff.com.pl](mailto:biletty@kff.com.pl).

## **§ 11. Personal data protection and cookies**

1. The controller of the personal data obtained from the Buyer shall be the Seller.
2. Personal data shall be processed in order to perform the contract concluded.
3. Personal data shall be processed in the period of the contract performance and until the expiration of the claims related to its performance.
4. Each person who makes his or her personal data available shall have the right to demand access to it, amend it, delete it and limit its processing, enter a statement of opposition, transfer it or file a claim to the supervisory body. Personal data shall not be subject to profiling.
5. The Seller shall transmit the personal data of the Buyer to the payment system operators and permit them to use it in order to process the payments made by the Buyer using the online ticket sale system as well as to fulfil the obligations of the payment system operators under the legal regulations in force related to the processing of the aforementioned payments.
6. The Seller shall apply the so-called cookie mechanism, i.e. text files stored on the user's computer disc. The cookie mechanism aims to obtain any information about individual users and is used to preserve the user's navigation parameters and logging status as well as gather the statistical data about the user's traffic. The statistical information thus obtained makes it possible to understand how the service users use the Seller's website, and, consequently, improve its structure and contents.
7. The User may delete cookies or change their settings in the Internet browser he or she is using. The deletion or change of cookie settings in the browser may cause problems as regards the use of the Seller's online service.

## **§ 12. Final provisions**

1. The Seller shall not bear any responsibility for the operation of the Internet connection used by the Buyer or the devices used by the Buyer.
2. The Seller shall not bear any responsibility for any administrators of e-mail servers blocking e-mails from being sent to the e-mail address provided by the Buyer or for the e-mails deleted or blocked by the software installed on the computer used by the Buyer.
3. The Seller shall reserve the right to suspend or finish the Online Sale on the Seller's website, in particular due to the maintenance, review or development of the technological base.
4. The Seller shall reserve the right to amend these Rules and Regulations. All the amendments shall enter into force within the term indicated by the Seller, not sooner than 14 days from the date of their posting on the KFF portal. All orders placed before the date on which the amendments to these Rules and Regulations enter into force are completed on the basis of the provisions in force on the date on which the order was placed.
5. The provisions of the Polish Law apply to all matters not regulated by these Rules and Regulations.