

THE RULES AND REGULATIONS FOR THE ONLINE SALE OF TICKETS, PASSES AND ACCREDITATION AS WELL AS THE USE OF KFF VOD 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. Basztowa 15/8, 31-143 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 VOD – paid access to films in the TVoD model (transactional video on demand) by providing the user with online access to a selected film for a period of 24 hours from the time of payment for a selected film. Film playback can be initiated multiple times within 4 hours from first playback. The website does not allow to save videos.

The website is available at www.krakowfilmfestival.pl.

KFF VOD – the KFF Internet portal run by the Seller which – among others – 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.

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 broadcasted 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.

MY KFF Account – individual Buyer accounts on the KFF Portal.

§ 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 online sales

1. The contract for the sale of Tickets between the Buyer and the Seller shall be concluded through the KFF Portal and shall require the following conditions to be met:
 - 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 their 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 a 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 through KFF portal and shall require the following conditions to be met:
 - a. the Buyer must set up a ‘MY KFF’ account on the KFF Portal;
 - b. the Buyer must prove their 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 a confirmation of the transaction, which is sent by e-mail to the address provided by the Buyer;
3. The Seller shall reserve the right to waive the requirement for the buyer to set up a ‘MY KFF’ account 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 the Online Order within 15 minutes of its sending, the Online Order shall be automatically cancelled. 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 bilet@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 a VAT invoice, it is necessary to provide one's name, surname, 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 more than one Accreditation or Pass from the KFF Portal. As part of the Online Sale, a Buyer who has purchased an Accreditation or Pass may purchase another Accreditation, Pass, or ticket as long as the next purchased Product provides more extensive access rights.
 12. When Tickets have been purchased and an online payment has been made, the Ticket and a confirmation of its purchase shall be sent by e-mail to the address provided by the Buyer.
 13. When purchasing a Pass or Accreditation, once online payment is completed, a confirmation of the purchase of the Pass or Accreditation is sent to the e-mail address specified by the Buyer. The Pass or Accreditation is available in digital form on the KFF Portal. The Seller may issue physical copies of a Pass or Accreditation. In such case the place of their receipt will be indicated on the KFF Portal.

§4. Rules for the use of all types 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 shall not make their 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 does not match 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. Rules for participation in Events

1. The sale of Online Tickets to selected Events shall be possible up to 15 minutes before the starting time of the selected Event as defined in the Programme.
2. The sale of Online Tickets for a selected Online Event is possible at a date consistent with the festival programme.
3. The Purchaser holding a Pass or Accreditation may collect the Tickets for particular Events via the KFF Portal or at ticket offices upon presentation of the Pass or Accreditation respectively, up to 15 minutes before the start time of the selected Event as specified 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. Entry to an Event only upon presenting a Pass or Accreditation is not guaranteed and is only possible when free places are available at the Event.

4. The Buyer holding a Pass or Accreditation at the moment of the entry to an Event is obliged to present a Ticket as well as the Pass or Accreditation.
5. The Ticket is subject to one-time verification before the Event begins. The same ticket may not be reused or used to participate in another Event than the Event initially selected.
6. Latecomers may join the audience only during a break in the Event, if such a break was planned and if there are free seats in the audience.

§6. Rules for participation in Online Events

1. The sale of Online Tickets to selected Online Events is possible within the time limit specified in the festival programme.
2. The Buyer with a Pass or Accreditation may download Tickets to individual Online Events using the 'MY KFF' account on the KFF Portal. Information about downloaded Tickets will also be sent by e-mail to the address provided by the Buyer.
3. A Pass or Accreditation holder has the right to stop playing a film by closing the player window and starting another one.
4. The Pass entitling to participate in Online Events entitles to 100 film viewings on KFF VOD. Each time an Online Event is played, the remaining number of viewings is reduced.

§7. Access to Online Events (KFF VOD)

1. Access to Online Events shall be provided via the KFF VOD platform available on the KFF Portal.
2. The Pass entitling to participate in Online Events entitles to 100 film viewings on KFF VOD.
3. Access to film screenings as part of Online Events at the KFF VOD 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.
4. The Buyer may have access to the contents available on the KFF VOD platform only on one device at a time.
5. Using the KFF VOD platform requires a device which meets the technical parameters defined on the KFF Portal and has an Internet connection whose minimum parameters have been defined on the KFF portal.
6. 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.
7. The Seller shall bear no responsibility for the lack of access or impaired access to the KFF Portal caused by circumstances beyond 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.
8. Access to an Online Event on the KFF VOD platform may be obtained on the condition that the Buyer provides the access code sent by e-mail to the address provided by the Buyer.
9. Film screenings played as part of an Online Event must begin no later than 24 hours after the purchase. Once the screening has started, the film shall be available on the KFF VOD for 4 hours from the start of playback.
10. The films screened as part of Online Events may be stopped or rewind.
11. When playing films as part of Online Events, the Buyer may choose between Polish and English subtitles with the reservation that some film screenings may have the subtitles

hardcoded into the video.

12. The contents available on the KFF VOD platform is protected by copyright at the disposal of 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 KFF VOD platform or use it in any other way not envisaged in the Rules and Regulations or as fair use permitted by law.

§ 8. Withdrawal from the agreement

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. 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 beyond the Seller's control.
3. The Seller may change the Programme for important reasons, i.e. unfavourable weather conditions, illness, indisposition, or any other reason beyond the Seller's responsibility which makes the organisation of an Event or Online Event impossible, and in situations when the change is due to the need to protect the safety, health or lives of people or property and the need to ensure undisturbed and comfortable completion of KFF.
4. Information about a cancelled Event or a cancelled Online Event or a 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 has been provided by the Buyer.
5. Tickets (viewings) to Online Events are non-refundable.
6. A Buyer who would like to return a Ticket must confirm that they have received the information referred to in Clause 4 by sending an e-mail to biletty@kff.com.pl together with the scan of a filled and signed Ticket return form attached to this e-mail message or sent by post.
7. 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.
8. 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.
9. 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.
10. The Seller shall not bear any responsibility for the consequences of providing incorrect or false data by the Buyer in the Ticket return form.
11. The Seller shall not exchange tickets.
12. After prior arrangement with the Seller by e-mail in a message sent to biletty@kff.com.pl, Tickets to cancelled Events or Online Events may entitle the Buyer to participate in an Event

or Online Event on a new date or in another Event or 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 bilety@kff.com.pl. The complaint should include the Buyer's contact details and a description of the reason 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.
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 to the following address: bilety@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 concluded contract.
3. Personal data shall be processed for the duration of the contract and until the expiry of claims related to its performance.
4. Each person who makes their personal data available shall have the right to demand access to it, amend it, delete it, and limit its processing, submit an objection, transfer it, or file a claim to a 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 uses the so-called cookie mechanism, i.e. text files stored on the user's computer hard drive. 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 they are 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 terminate 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 Polish law apply to all matters not regulated by these Rules and Regulations.