

## Terms of Use of the [transatlantyk.org](http://transatlantyk.org) site

### § 1 General provisions

1. These terms and conditions define the rules on which the users of the Internet can use the [transatlantyk.org](http://transatlantyk.org) Site – a website in the domain [www.transatlantyk.org](http://www.transatlantyk.org) run by the Transatlantyk Foundation with its registered office in Poznań, and the Services provided by means of the Site.
2. The terms and conditions cover all services provided by means of the Site, excluding Services covered by separate terms and conditions.
3. In order to be able to use this Site it is necessary to read these Terms and Conditions carefully.
4. In order to use the [transatlantyk.org](http://transatlantyk.org) Site it is necessary to have:
  - a. a device with Internet connection,
  - b. a commonly used Internet browser,
  - c. in case of users who receive the newsletter, it is necessary to be in a possession of an active electronic mail account (e-mail).
6. In order to fully use all applications of the Site it may be necessary to install Java type software and to accept cookies files.
7. These terms and conditions define the rules of providing electronic services by the Transatlantyk Foundation in accordance with the requirements of the electronic services provision act as of 18<sup>th</sup> July 2002 (Journal of Laws 2002, no 144, pos. 1204 with consecutive changes).

### § 2 Definitions

The terms used in the Terms and Conditions have the following meaning:

**Festival** — the TRANSATLANTYK International Film and Music Festival organized by the Transatlantyk Foundation and taking place cyclically in Poznań;

**Foundation** or **Operator** — the Transatlantyk Foundation with its registered office in Poznań, 4/2 Langiewicza Street, 61-502 Poznań, entered into the register of entrepreneurs of the National Court Registry kept by the District Court in Poznań — Districts of Nowe Miasto and Wilda in Poznań, 8<sup>th</sup> Economic Department of the National Court Register under the KRS number 0000370451, holding Taxpayer Identification Number NIP 783-16-63-735 and National Business Registry Number REGON 301597976, electronic mail address [admin@transatlantyk.org](mailto:admin@transatlantyk.org);

**Terms of Use** – these Terms and Conditions;

**transatlantyk.org Site** or **Site** – Internet website under the name [transatlantyk.org](http://transatlantyk.org), run by the Foundation in Polish and other language versions, which makes it possible to go through and download files and information connected with the Festival;

**Services** or **Service** – services provided electronically by the Foundation as part of the Site based on these Terms and Conditions;

**User** — any natural person, legal entity or organizational unit without legal capacity that can acquire rights and take on obligations on its own behalf, that uses the Site;

### **§ 3 Scope of Services**

1. The transatlantyk.org Site is a platform through which electronic services are rendered, in particular:
  - a. Information and files connected with the Festival are made available,
  - b. Files connected with the Festival are made available for download,
  - c. The newsletter is sent to Users, who have expressed their wish to receive it,
  - d. There is a possibility to ask the Operator questions and to make comments and complaints connected with the functioning of the Website by means of electronic mail.
2. Making a file available consists in enabling a User to watch the material contained in it on the homepage of the Site.
3. Making a file available for download consists in enabling a User to save it on the hard disc or other data carrier. The Users can download files only with the purpose of their own personal use.
4. The services rendered by the transatlantyk.org Site are free of charge.
5. All materials which constitute the resources of the Site, including, in particular, photographs, film and sound materials, texts, content, layout and other notations are the subject of intellectual property of the pieces of the Operator or third parties and are protected subject to copyright and neighbouring rights act, industrial property rights act and international conventions the Republic of Poland is the party to.

### **§ 4 Conclusion and termination of the agreement**

1. The agreement is concluded when the Operator begins rendering the Service, that is when entering the home page of the Site. In case of services rendered at the explicit request of the User, the agreement is concluded when the will connected with a particular service is expressed by the User and when the requirements of the Operator are met.
2. In order to conclude the agreement on using the newsletter it is necessary to take the following steps on a one-off basis:
  - a. select the option „Subscribe to the newsletter”,
  - b. enter a correct electronic mail address (e-mail) into the appropriate place.
3. Termination of the agreement takes place when leaving the Site. In case of services rendered at the explicit request of the User, the agreement is terminated when the User sends his or her resignation from the rendered service to the electronic mail address [newsletter@transatlantyk.org](mailto:newsletter@transatlantyk.org)
4. The User accepts the Terms and Conditions by concluding the agreement with the Operator.

## **§ 5 Rights and Obligations of the User**

1. The User is obliged to use the Site in accordance with its purpose.
2. The User undertakes, in particular, to:
  - a. abide by the law, the Terms and Conditions, the principles of community life and Netiquette;
  - b. refrain from any actions that may hinder or disrupt the functioning of the Site;
  - c. observe economic copyrights and the rights resulting from the registration of inventions, patents, trademarks, functional and industrial designs which are the property of the Foundation and other entities.
3. Out of concern for the quality of Service, the User accepts that the Foundation has free hand in establishing the content of the Site, which includes removing and modifying the Services, ceasing to run the Site and taking any other actions connected with the Site.
4. When concluding the agreement the User agrees to personal information processing by the Operator, in accordance with the conditions defined in the Privacy Policy. The Privacy Policy constitutes an integral part of these Terms and Conditions.

## **§ 6 Rights and Obligations of the Operator**

1. The Operator shall make every effort in order to provide correct and uninterrupted functioning of the Site, however, the Operator reserves the possibility to temporarily suspend the operation of the Site due to technical reasons or for reasons beyond the control of the Operator.
2. The Foundation reserves the possibility to modify the Site and to close it down.
3. The Operator reserves the right to create and locate hyperlinks (links) to other websites on the Site. The Operator is not responsible for efficient functioning of such websites and for their content.
4. The Operator shall not be held responsible for the functioning of servers with the mail accounts of the Users, in particular, for blocking emails sent by the Foundation as part of the newsletter service, by the administrators of those e-mail accounts.
5. The Foundation shall not be held responsible for damages incurred by the User and resulting from using an unprotected computer without antivirus software, which is connected to the Internet.
6. The Operator is not obliged to provide answers to all questions connected with the functioning of the Site asked by the Users.

## **§ 7 Complaint procedure**

1. Complaints connected with a failure to perform or improper performance of Services defined by these Terms and Conditions by the Operator can be submitted by electronic mail to: [admin@transatlantyk.org](mailto:admin@transatlantyk.org) and in writing to the address of the Foundation.
2. The complaint should include at least the following information:

- a. details of the individual making the complaint (first name, family name and contact details: correspondence or e-mail address),
  - b. the subject of complaint,
  - c. circumstances justifying the complaint.
3. Should the data or information indicated in the complaint require completion, before investigating the complaint, the Operator addresses the individual who has made the complaint in order to complete the data or information in the indicated scope.
  4. The Operator shall hear the complaint within 14 days for the date of a correctly made complaint. Should it be impossible to examine the complaint in the abovementioned time, the Operator shall inform the individual who has made the complaint, giving the reason for extending the deadline and the expected timeframe to provide the answer, which shall not be longer than 7 days.

## **§ 8 Final provisions**

1. These Terms and Conditions are available on the website <http://www.transatlantyk.org>. At the request of the User, the Terms and Conditions are sent by electronic mail.
2. The Terms and Conditions come into effect as of 29<sup>th</sup> March 2011.
3. The Terms and Conditions can be changed by the Operator at any time. The change shall have no influence on the execution of the Services which have already begun.
4. Unless otherwise provided by the applicable law, the complete agreement between the User and the Operator on rendering of Services by the Operator in accordance with the rules defined in these Terms and Conditions shall be governed by the Polish law.
5. Due to the fact that the subject of these Terms and Conditions is rendering of services, which due to its character cannot be returned, the User does not have the right of renunciation defined in article 7 section 1 of the act on the protection of certain consumer rights and liability for the damage caused by hazardous products as of 2<sup>nd</sup> March 2000 (Journal of Laws 2002, no 22, pos. 271 with consecutive changes).
6. Should any of the provision of these Terms and Conditions prove to be invalid in part or in full, the Operator undertakes to change it immediately. The invalidity of any of the provisions of the Terms and Conditions shall not affect the other provisions which shall remain in full force and effect.