

TERMS OF PURCHASE OF TRANSATLANTYK FESTIVAL 2017 EVENT ACCREDITATIONS

§ 1

DEFINITIONS

1. The Organizer – “Fundacja Transatlantyk Festival”, based in 5 Freedom Square, 91-415 Łódź, Poland, KRS 0000557292, NIP 7252086370, REGON 361487979.
2. Online System – online system provided in the www.transatlantyk.org domain, to which the Organizer holds the rights.
3. Purchaser – a natural or legal person, or an organizational unit without legal personality with legal capacity that enters into an agreement with the Organizer for purchasing an Accreditation. The Purchaser who is a legal person must have legal capacity.
4. Participant – a natural person who takes part in the Event on the ground of being the sole holder of the Accreditation. The Purchaser can be a Participant.
5. Festival – the 7th edition of the International Film and Music “TRANSATLANTYK FESTIVAL” organized by the Organizer and hosted in Łódź in 2017.
6. Accreditation – selected documents which validate the confirmation of finalizing the agreement with the Organizer that entitles the holder to take part in the Festival.
7. Terms of Purchase – the Terms of Purchase specified in this document.

§ 2

GENERAL PROVISIONS

1. Terms of Purchase concern “Accreditation – Viewer”, and “Accreditation – Student” (referred to jointly as “Accreditations”), which entitle the holder to participate in the 7th edition of the International Film and Music “TRANSATLANTYK FESTIVAL” within the scope of the terms specified in the Terms of Purchase.

§ 3

TYPES OF PAID ACCREDITATIONS

1. The Organizer offers two types of Accreditations for purchase:
 - 1.1. “Accreditation – Viewer” costs PLN 90.00 (gross).
 - 1.2. “Accreditation – Student” costs PLN 60.00 (gross).
2. The gross cost of an Accreditation includes the Value Added Tax.
3. An Accreditation is issued to the holders name – it includes first name and surname of the person exclusively entitled to use a given Accreditation. An Accreditation cannot be transferred to another person. Duplicates will not be issued.

§ 4

TERMS OF USE

1. An Accreditation allows the holder to enter the maximum of 37 film screenings during the Festival held at the Festival Cinema (with the exception of the events listed in point 7) only after having previously collected the “Ticket: Accreditation” for each screening.
2. “Ticket: Accreditation” shall be collected in person after presenting a valid Accreditation in the Accreditation Center at the Festival Cinema a day before or on the day of the screening.
3. By collecting the “Ticket: Accreditation” for a given screening the holder agrees that he or she will not request a “Ticket: Accreditation” for another screening which takes place in the same time slot (even partially).
4. Entrance to a film screening is granted only after presenting both an Accreditation and a “Ticket: Accreditation” valid for a given screening.
5. An Accreditation also entitles its holder to take part in the Opening Gala, Closing Gala, and Composition Contests after having previously reserved a seat for those events. The steps necessary to reserve a seat for the Opening Gala, Closing Gala, and Composition Contests will be sent to the Accreditation holders in June together with a special invitation to attend these events.
6. An Accreditation does not entitle its holder to attend the screenings which are a part of Culinary Cinema, Cinema in Bed, and other paid events during the Festival that are not specified in the points 1–5.
7. The Organizer provides a limited, proportional number of seats for each screening/event in the form of “Ticket: Accreditation” which will be available until the stock prepared by the Organizer for a given screening/event lasts.

8. The Organizer provides a limited, proportional number of seats for the Opening Gala, Closing Gala, and Composition Contests, which will be available until the stock prepared by the Organizer for a given event lasts.
9. "Ticket: Accreditation" can be collected and seats reserved only until the stock lasts.
10. The seats at the Festival Cinema are not numbered. All latecomers must be prepared that all seats will be already taken and that as a consequence they may be refused entrance to the screening.

§ 5

TERMS OF PURCHASE

1. An Accreditation can be purchased only by ordering it via a form available in the Online System available at www.transatlantyk.org.
2. Accreditations will be available for purchase until stock lasts, but no longer than until June 18, 2017 (the date of the order placed via the Online System of the Organizer will determine whether an Accreditation shall be granted).
3. The Organizer reserves the right to close down the sale at any time without providing a reason explanation.
4. To place an order, the following conditions shall be met:
 - 4.1. the Purchaser fills in all sections of a form by inserting only true and correct personal details and sends the completed form to the Organizer (via Online System);
 - 4.2. the Purchaser accepts General Provisions of the Terms of Purchase;
 - 4.3. the Purchaser shall pay for the ordered Accreditation via the available e-payment service to which he/she will be re-directed from the Online System.
5. At the same time, the following terms come into force:
 - 5.1. A placed Order cannot be annulled by the Purchaser;
 - 5.2. An Accreditation is purchased the moment the payment for it is made;
 - 5.3. In the case when the payment for a given Accreditation has not been completed according to the Terms of Purchase, an order will be annulled and considered as not placed; the Online System enables a payment within 20 minutes after placing an order. After this time, the order is annulled and considered to be void;
 - 5.4. By purchasing an Accreditation the Purchaser agrees to receive e-mail updates related to the programme of the Festival, any possible changes in the screening agenda, information about accompanying events, and other matters related to the Festival.
6. The Organizer shall not be liable for any errors that might occur in the process of placing and/or executing an Order, which are a result of defective operation and/or hardware configuration, and/or software (including browsers) used in the process of placing an Order, and/or any other errors on the part of the internet service provider.
7. Reimbursement for an Accreditation will be offered only in the case of cancellation of the entire Festival by the Organizer.
8. The Purchaser does not have the right to withdraw from the agreement according to the article 38 point 12 of the Polish Consumer Protection Law of May 30, 2014 (Journal of Laws from 2014 item 827).

§ 6

COLLECTING ACCREDITATION

1. Accreditations can be collected only in person by the Participant in the Accreditation Center at the Festival Cinema starting with July 7, 2017.
2. In the case of purchasing "Accreditation – Student", the Participant is required to present the Organizer with a document confirming the student's status upon collecting the Accreditation. In case of not being able to produce such a document, the Organizer's employees are entitled to refuse to give out the "Accreditation – Student" unless the Purchaser pays the difference in price of the full cost of an Accreditation.

§ 7

THE RIGHT TO WITHDRAWAL

1. According to the article 38 point 12 of the Polish Consumer Protection Law of May 30, 2014, the right to withdrawal from the remote agreement does not apply to Purchasers who are consumers as defined in the provisions in the case of having entered into an agreement with the Organizer to purchase Accreditation due to the fact that it refers to providing services related to recreation, entertainment, sports or cultural events held at a given date or period of providing the service.

§ 8
COMPLAINTS

1. All complaints related to the Terms of Purchase of Accreditations can be issued in a written form to the postal address of the Organizer.
2. A complaint must include first name, surname, the postal and e-mail address of the Purchaser.
3. All complaints will be processed by the Organizer within 30 days after receiving a complaint.
4. When processing a complaint, the Organizer follows the provisions described in the Terms of Purchase.
5. The Purchaser will be informed about the decision of the Organizer either in a written form sent to the Purchaser' postal address or via e-mail sent to the e-mail address provided in the submitted claim.

§ 9
PERSONAL DATA

1. The Purchaser by collecting the Accreditation agrees to processing of their personal data by the Organizer, who becomes the Administrator thereof. Personal data are collected in order to:
 - 1.1. enter into and execute the agreement, conduct surveys related to other potential projects of the Organizer;
 - 1.2. disseminating e-mail updates related to the programme of the Festival, any possible changes in the screening agenda, information about accompanying events, and other matters related to the Festival.
 - 1.3. disseminating information about special offers, contests, prizes, events organized by the Organizer, sponsors and partners of the Festival, and partners of the Organizer;
 - 1.4. sending out a newsletter devoted to films and music;
 - 1.5. disseminating information about the next editions of the Festival.
2. Providing personal data is voluntary. However, in the case when some details required in the process of placing an order for purchasing an Accreditation are missing it might result in not being able to enter into agreement with the Organizer for providing a service that is the subject of the agreement (e.g. not being able to issue an Accreditation, not granting access to an event, etc.).
3. The owner of personal data has the right to access his/her own personal details, modify or delete them, after having previously issued a written request to the Organizer. In the case of minor issues, it is possible to contact the Organizer via e-mail at office@transatlantyk.org. The Organizer shall taking appropriate steps if there is no doubt as to the identity of the claimant.
4. All personal data are processed in compliance with the existing law for a period necessary to achieve the goal for which they were collected. The administrator of the data applies all the necessary precautions to ensure the security and protection of the provided personal data.

§ 10
FINAL PROVISIONS

1. All inquiries, comments, and suggestions related to Accreditations, as well as other claims shall be issued and delivered to the Organizer online. The Purchaser shall contact the following e-mail address: office@transatlantyk.org.
2. The Organizer reserves the right to launch special price offers (at any time and/or for any period) when the online sale is in progress as well as to decline selling an Accreditation without providing a reason. The announcement of a special price offer does not entitle those who already purchased an Accreditation before the announcement to demand a lower price and/or reimbursement for the price difference.
3. The Organizer reserves the right to modify the Terms of Purchase at any given time. Such newly introduced changes will under no circumstances limit the rights a Purchaser had acquired before the modifications were introduced.
4. The Terms of Purchase come into force on April 26, 2017.