

Short Waves Festival

Short Waves Festival 2020

The Rules and Regulations for the online sale

§ 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 Passes to an access to Online Events.

Seller – The Foundation of Cultural Education Ad Arte at ul. Hawelańska 1, 61-625 Poznań, 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 0000173312, REGON no 634517904 and TIN no 72-10-75-346.

Festival – the Short Waves Festival, held on 18th till 23rd August 2020, which is accessible online on FilmChief platform, organised by the Seller.

Filmchief Hub – the online platform run by the ThisWayUp based in the Netherlands, used by the Seller, which enables its users to buy Passes to the Festival and obtain access to Online Events which can be found under the address <https://shortwaves.filmchief.com/hub>.

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

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

Pass – a document which entitles its holder to participate in Online Events, pursuant to the rules specified in the Rules and Regulations as well as on the Filmchief Hub.

Online Order – the Buyer's offer to purchase Passes.

Online Sale - sale of passes providing access to online platform held on address <https://shortwaves.filmchief.com/>

§ 2. General provisions

1. The sale of Passes shall be performed online as indicated on the Filmchief Hub.
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 a Pass between the Buyer and the Seller shall be concluded by the Filmchief Hub and shall require the following conditions to be met:
 - the Buyer must set up an account on the Filmchief Hub;
 - the Buyer must read and accept the terms of these Rules and Regulations;
 - the Buyer must place an Online Order;
 - the Buyer must pay for the Online Order in an electronic form;
 - the Buyer must obtain the confirmation of the transaction made, which is sent by e-mail to the address provided by the Buyer.
2. 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.
3. The Seller shall not bear any responsibility for any consequences of the payment system malfunctioning.
4. 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.
5. 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 info@shortwaves.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].
6. The Buyer can purchase only one Pass from the Filmchief Hub on one occasion.
7. When Pass have been purchased and an online payment has been made, the Pass purchase confirmation together with the Pass and all the steps how to set up an account shall be sent by e-mail to the address provided by the Buyer.

§ 4. The rules for Online Sale

1. The sale of the online passes ends on 23rd of August 2020.
2. The Seller reserves the right to change the date of closing Online Sale.
3. The Pass shall entitle the Buyer to participate in Online Events for which the Pass is valid.
4. The Passes shall entitle only one person to participate in Online Events.
5. The Buyer may not make his or her Pass available to third persons.
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 number of places for Events or Online Events is limited,
8. The Buyer can purchase only one Pass from the Filmchief Hub on one occasion.
9. When Pass have been purchased and an online payment has been made, the Pass purchase confirmation together with the Pass and all the steps how to set up an account shall be sent by e-mail to the address provided by the Buyer.

§5. Access to Online Events

1. Access to film screenings as part of the Festival on the Filmchief Hub shall be possible only within the territory of Poland. The Buyer may not use or try to use his/her online pass and try to access the Filmchief Hub platform outside the territory of Poland.
2. The Buyer may have access to the contents available on the Filmchief Hub platform only on one device at the same time.
3. 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.
4. The Seller shall bear no responsibility for the lack of access or distorted access to the Filmchief Hub 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.
5. The films screened as part of Online Events shall be accessible at the exact time of the parallel screening on offline version of Festival in Poznan and will remain available on the Filmchief Hub till midnight on the 23rd of August.
6. The films that are part of Online Events have Polish and/or English Subtitles embedded in the video.
7. The contents available on the Filmchief Hub 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 Filmchief Hub or use it in any other way not envisaged in the Rules and Regulations or the examples of use defined by the law.

8. 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.
9. Hence the Buyer is not entitled to withdraw from the contract in the case of a Pass purchase.

§ 5. Withdrawal from the agreements

1. 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 Pass purchase.

§ 6. The Return of Passes to Online Events

1. Passes shall be subject to a refund if the Festival is cancelled.
2. The information about a cancelled Festival or cancelled Online Event or the change in the Programme shall be sent to the address provided by the Buyer. The Seller bears no responsibility if incorrect or false data is provided by the Buyer.
3. The Buyer that would like to return a Pass must confirm that he or she has received the information referred to in Clause 2 by sending an e-mail to info@shortwaves.pl along with filled and signed return form as scan.
4. If the Buyer requested an invoice for the Pass 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.
5. The refund for a Pass shall be made promptly, not later than 14 days from the day of the receipt of the Pass return form by the Seller, by a transfer into the Buyer's bank account provided in the return form.
6. The Seller shall not bear any responsibility for the consequences of providing incorrect or false data by the Buyer in the Pass return form.

§ 7. Complaints

1. Complaints regarding the online sale of Passes, the functioning of the Filmchief Hub Portal must be reported by e-mail to info@shortwaves.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:
 - Electronic payments – must be reported to the payment operator;
 - Delivery of electronic tickets – must be reported to the Seller by e-mail in a message sent to info@shortwaves.pl

§ 8. 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.

§ 9. 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 , in particular due to the maintenance, review or development of the website.
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 Filmchief Hub. 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.
6. Seller shall reserve the right to amend the program of Short Waves Festival 2020.
7. Seller shall reserve the right to start or cancel any promotion campaigns/sales.