

Ticket Sales Regulations

1. The present Regulations set out the rules for the sale of tickets (hereinafter referred to as "**Tickets**"), entitling their holders to participate (to the extent and in accordance with the principles set out below) in film screenings or events of the 16th edition of the Mastercard OFF CAMERA International Festival of Independent Cinema, held in Krakow between 28th April and 7th May 2023 (hereinafter referred to as the "**Festival**").
2. The Organizer of the sale is the *OFF CAMERA Foundation* with its registered office in Krakow, ul. Karmelicka 55/7, 31-128 Krakow, entered into the Register of Entrepreneurs and the Register of associations, other social and professional organizations, foundations and public healthcare institutions kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number 0000428063, NIP 677-237-04-09, REGON 122633050 (hereinafter referred to as the "**Organizer**")
3. Tickets can be purchased:
 - (a) for the price (gross amount) of one Ticket, including the goods and services tax: PLN 22.00 – for a Ticket for film screening
 - (b) (i) via the website or at www.offcamera.pl (hereinafter referred to as "**Website**" or "**OFF STORE**") – no later than 15 minutes before the scheduled starting time of the screening/event, (ii) in the Festival Center located in the Pałac Potockich, Rynek 20, Krakow) during the Festival, (iii) or in any festival cinema for screenings held in that cinema (Kino Pod Baranami – Rynek Gł. 27, Małopolski Ogród Sztuki – ul. Rajska 12) – every Ticket purchased for a film screening held in festival cinemas as part of the Festival, entitles its holder to take part also in other Festival events, i.e.:
 - a) to participate in film screenings held within the open-air cinema program (the exact dates and venues to be found in the Festival program)
 - b) to enter the film village located in Szczepański Square in Krakow.
4. If payment is made with Mastercard, the Organizer provides for a 20% discount on the regular price of the Ticket, specified in paragraph 3 hereof, or on the price specified in accordance with the sales promotion carried out pursuant to paragraph 4 hereof.
5. At the same time, it has been agreed that:
 - seats in festival cinemas are not numbered;
 - Tickets are available until the pool of Tickets allocated by the Organizer for a given screening is sold out;
 - the latecomers must be prepared that all seats will be already taken and that as a consequence they may be refused entrance to the screening.
6. To purchase a Ticket via the Website, the following cumulative conditions must be met, in that order:
 - (a) the Purchaser, using an online application available on the Website, selects a film screening (or other festival event), for which he or she wants to purchase a Ticket;
 - (b) the Purchaser effects payment for the selected Ticket (specified in accordance with para. 3(a) and 4 of the Regulations – using one of the options available in the e-payment center, to which the transaction will be re-directed from the Website, after the selection of screening (or other event); the OFF STORE payment system allows for payment within 20 minutes after placing an order. After that time, the Order is cancelled and considered not placed.
7. In order to purchase a Ticket in the OFF STORE, the following technical conditions must also be fulfilled:
 - (a) the device used by the Orderer needs an internet connection and a web browser;
 - (b) the Orderer must have a valid e-mail address.

8. In the course of the provision of service, in order to ensure the proper functioning of the website, cookie files are saved on the device via which the Orderer gets access to the OFF STORE. Detailed information on the management of cookies can be found in the Privacy Policy of www.offcamera.pl.
9. The Purchaser buying a Ticket via the Website, prints out the Ticket using his or her own device (without interfering with the format), which, after the acceptance (e-payment center confirmation) of payment for the Ticket (pursuant to para. 6(b) above) is sent in electronic form to the e-mail address provided by the Purchaser for the User's use of the Website. At the same time, it has been agreed that:
 - (a) tickets once purchased can neither be refunded nor exchanged, irrespective of the manner in which they were purchased, i.e. whether they were purchased via the Website or on-site in the Festival Center or Cinema;
 - (b) a Ticket is sold the moment the payment of price for the purchased Ticket is made pursuant to the provisions of the Regulations; a Ticket purchased via the Website is provided to the Purchaser the moment the Ticket in electronic form is sent to the e-mail address;
 - (c) a Ticket is not sold (and the order of Ticket is considered not placed) if the e-payment center fails to confirm payment for a Ticket in the amount and in the manner consistent with the present Regulations and the rules for the provision of e-payment services applied by an entity operating or responsible for the e-payment system; failure to make payment through no fault of the Organizer, including in particular reasons attributable to entities operating or responsible for the e-payment system, is considered equivalent to the above;
 - (d) duplicates of Tickets will not be issued;
 - (e) an amount paid for the Ticket shall be refunded, after the closing of the Festival, only if the film screening is cancelled by the Organizer. A refund is effected after supplementing the relevant refund documents:
 - if payment for the Ticket was made in cash, the refund is effected in cash after presentation of the receipt, in the place where the Ticket was purchased or in the Foundation's seat;
 - if payment for the Ticket was made by online transfer, the refund is effected after presentation of the transfer confirmation, by online transfer to the bank account specified by the purchaser;
 - if payment for the Ticket was made by payment card, the refund is effected after presentation of the receipt and the evidence of the execution of payment transaction, by transfer of the paid amount to the payment card;
 - (f) The Organizer reserves the right to modify the way in which the paid amount is refunded, which shall not constitute an amendment to the Regulations;
 - (g) the Purchaser does not have the right to withdraw from the agreement pursuant to Article 38(12) of the Act of 30 May 2014 on Consumer Rights (Dz.U. [*Journal of Laws*] of 2020, item 287, as amended).
10. The Organizer shall bear no liability for any errors that might occur in the process of placing an order and/or executing the purchase, following from defective operation and/or hardware configuration, and/or software (including browsers) used in the process of purchase, and/or any other errors on the part of internet service providers.
11. The Organizer reserves the right to make amendments to the Regulations. The amendments shall not limit any rights acquired under purchases made prior to such amendments.
12. The Purchaser buying a Ticket via the Website agrees to his or her personal data being processed by the Organizer, who is the personal data Controller. Personal data are collected for the purpose of:
 - (a) concluding and performing an agreement, carrying out evaluation questionnaires on the Organizers' projects,
 - (b) providing information on events held during the Festival, on film stars, program, changes to the schedule of screenings, accompanying events and other related to the Festival,

- (c) providing information on promotional campaigns, competitions, awards, events organized by the Organizer, their sponsors, and also the Organizer's partners,
 - (d) sending film newsletters,
 - (e) providing information on the future editions of the Festival.
13. Providing personal data is voluntary, however, in the case of failure to provide all data required in forms through which the data are collected, it may be impossible to conclude an agreement or impossible to provide service or impossible to fulfill an obligation specified by the agreement (impossibility of issuing a personal pass, non-admission to an event).
 14. A data subject has the right to access and correct or remove his or her data, by written application directed to the data controller address specified above. In cases of minor importance it is possible to send information by e-mail to: bilety.karnety@offcamera.pl, if there are no doubts as to the identity of a person who requests undertaking specific actions.
 15. Removal of personal data is tantamount to the data subject's consent to removal from the Website of all Materials provided by the person.
 16. Personal data are processed in compliance with the applicable provisions of law, for the time necessary to achieve the purpose for which they were collected. The data controller applies adequate safety measures to ensure that personal data are adequately protected.
 17. The Organizer indicates that the current recommendations and procedures related to SARS-CoV-2 pandemic (developed based on the applicable epidemic regulations) which concern participation in film screenings and other festival events, have been specified at www.offcamera.pl and each participant of film screenings and other festival events is obliged to comply with them. If a participant of a film screening or other festival event fails to comply with the procedures related to the pandemic, the event or cinema staff members are entitled to exclude such a person from further participation in the event or screening, and the person will not be entitled to any refund of the Ticket price.
 18. The Organizer declares that during festival events, film screenings and also in cinemas and other festival locations (i) audio-visual materials can be recorded, (ii) photo reports can be made, etc. Each participant buying a Ticket hereby declares to agree that his or image and/or voice – in whole or in any part, are used, free of charge, in any programs or other transmissions made and/or disseminated by the Organizer or other entities cooperating with or transmitting the Festival and the events related thereto, including but not limited to the so-called Festival Television, Festival Newsreel, social media of the Festival and the Organizer, on Player.pl and Play Kraków platforms, in form and time defined by them, as well as in any promotional or commercial materials prepared by the entities. Permission, referred to hereinabove refers to multiple and unlimited in number, time and territory, free of charge use of the participant's image, voice and statements in all known fields of exploitation, in particular those specified in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights (Dz.U. [*Journal of Laws*] of 2021 item 1062 as amended). Dissemination of image and/or voice shall thus not entail the obligation to pay any remuneration or compensation in relation thereto to a given participant, neither by the Organizer nor any other third party.
 19. Any complaints related to the online sale of Tickets should be sent by email to: bilety.karnety@offcamera.pl