

PixelMania Regulations

§ 1

Introduction

These regulations (hereinafter referred to as “**the Regulations**”) shall define the conditions of participation of the Participants (defined below) in PixelMania (defined below) specified by the Organizers (defined below).

§ 2

Definitions

1. “**Cosplayer**” – shall mean a Participant taking part in PixelMania in the costume which is most often inspired by a movie, a computer game, a comic stripe or another element of culture.
2. “**Calendar Days**” - shall mean subsequent days in the calendar,
3. “**Contact data**” - shall mean the data by means of which the User can get in touch with the Organizers between Monday and Friday between 11 a.m. and 5 p.m. using the following data:
 - a) Address: Fundacja Nasz Wleń - Plac Bohaterów Nysy 21/22/1 59-610 Wleń,
 - b) Phone no: +48730431779,
 - c) Address: contact@pixelmania.photo,
4. “**Contact form**”– shall mean an interactive electronic service enabling the placement of requests for proposal by the Customers,
5. “**PixelMania**” – shall mean the event by the name of “PixelMania” which shall take place in Wleń between 10.08.2018 and 12.08.2018, described in detail in the programme attached as annex 1 hereto,
6. “**Consumer**” – shall mean a physical person involved in a legal transaction together with an entrepreneur that is not directly related to his business or professional activity,
7. “**License**” – shall mean a non-exclusive license granted free of charge for an unlimited period of time and without any territorial or time restriction with the right to sublicense, which the Participants shall grant to the Organizers in compliance herewith,
8. “**Confirmation**” – shall mean an e-mail sent to a Participant by the Organizer after the Enrolment of the Participant to the e-mail address specified by the Participant in the Registration Form,
9. “**The Organizers**” - shall mean the following entities:
 - a) Fundacja Nasz Wleń with its registered seat in Wleń under the following address: Plac Bohaterów Nysy 21/22/1, 59-610 Wleń, entered into the Register of Entrepreneurs of the National Court Register kept by the Regional Court in Wrocław, IX Commercial Division of the National Court Register under the no. 562091, Tax ID no. (NIP): 6161559253, Statistical no. (REGON): 361761848
10. “**Regulations**” - shall mean these regulations,
11. “**Enrolment**” - shall mean a declaration of will of the Participant concerning the Participation in PixelMania and the conclusion of the Agreement, made via the e-mail address specified in the Contact Data,
12. “**Goods**” - shall mean the movable property owned by the Participant during PixelMania,

13. **"Website"** - shall mean the website of the Organizer under the address <http://pixelmania.photo/>,
14. **"Participant"** - shall mean a natural person with full legal capacity that has enrolled or was invited to PixelMania.
15. **"Electronic services"** – shall mean electronic services provided by the Organizer to the Participant, i.e. the Contact Form,
16. **"Electronic services Provision Agreement"** - shall mean the agreement concerning electronic services provision, concluded between the Participant and the Organizer via the Internet,
17. **"Agreement"** - shall mean the agreement to participate in PixelMania, concluded between the Participant and the Organizer,
18. **"License Agreement"** - shall mean the agreement on the basis of which the Participant shall grant a License to the Organizer,
19. **"Works"** - shall mean the work as defined by article 1 of the Act on Copyright and Related Acts dated February 4th, 1994, performed during PixelMania, including make-up made by a Make-up Artist, photos or movies shot by the Participants during PixelMania, and also works which the Participants shall use during PixelMania, e.g. Cosplayers' costumes.
20. **"Make-up artist"** - shall mean a Participant specialising in image and make-up, who shall provide image consulting and make-up services at the request of the remaining Participants on behalf of the Organizers.

§ 3

General provisions

1. These Regulations have been drawn up in the Polish language and in compliance with Polish law.
2. These Regulations are available free of charge under the address <http://pixelmania.photo/regulations.pdf> <http://pixelmania.photo/regulationspl.pdf> or in a manner which enables its acquisition, recording and reproduction by means of an ICT system used by the Participant and they shall also be delivered to the Participant in the pdf form as an attachment to the Confirmation.
3. The website provides the tools enabling the conclusion of the Agreement and the electronic service Provision Agreement.
4. The Participant shall be obliged to submit true data.
5. The Service Provider shall provide Electronic Services to the Participants free of charge.
6. The acceptance of the Regulations is voluntary, however if the Participants fails to accept the Regulations, he shall not have the right to participate in PixelMania or to use Electronic Services.
7. For the conclusion of the Agreement and the Electronic Services Provision Agreement the Participant must have a computer system which enables the use of Internet resources, the mail box and the web browser enabling the display of web pages. It is recommended to use one of the following browsers with an activated "cookies" option:
 - a) Internet Explorer 5.0 or a higher version,
 - b) Mozilla 7.0 or a higher version,
 - c) Mozilla 1.3 or a higher version,
 - d) Google Chrome,
 - e) Safari,
 - f) Opera.

8. The participants are prohibited to:
 - a) upload any content prohibited by legal provisions,
 - b) act in a manner which breaches legislation or is aimed at the circumvention of legislation, and also which does not comply with the rules of social conduct and good manners,
 - c) use Electronic Services in a manner which obstructs the operation of or which is troublesome to the Service Provider and other Participants.
9. The Organizers shall take immediate action after obtaining an appropriate notification on the infringement of legal provisions, these Regulations or the rules of social conduct aimed at the elimination of infringement. The notices shall be sent to the Organizers' e-mail address specified in § 2 (3c) hereof.
10. The Organizers provide the protection of electronic transfer and digital content by employing appropriate organizational and technical means especially with the view to preventing access of any third persons to the data, which shall include the use of passwords and anti-virus or anti-malware software.
11. At the same time the Organizers would like to inform that the use of the Internet and electronically provided services may be exposed to a threat of penetration of the malware to the ICT system and the Participant's hardware or a threat of obtaining access to data by the third persons. With the view to minimising the aforementioned threat, the Organizers recommend that the Participant uses anti-virus software or the software protecting his identification in the Internet.
12. The Organizers shall make every effort with the view to ensuring continuous Website operation, however the Organizers inform that they may be breaks in the Website access due to its updates or error removal.
13. The information concerning PixelMania and placed on the Website or in the Store shall not be an offer as defined by the Civil Code, but only an invitation to conclude the Agreement or the Electronic Service Provision Agreement, as appropriate.

§ 4

Conclusion of the Agreement

1. The Participant can enrol 24 hours a day, 7 days a week between 27.02.2018 and 10.04.2018 by informing of his willingness to participate in PixelMania to the e-mail address specified in the Contact Data.
2. The following elements are indispensable for the conclusion of the Agreement or the Electronic Service Provision Agreement:
 - a) notification of willingness to participate in PixelMania to the e-mail address specified in the Contact Data
 - b) sending a statement with the following content "I have read and accepted the Regulations and the privacy policy" to the e-mail address specified in the Contact Data
3. After the Enrolment the Participant shall receive the confirmation to the e-mail address which he used for enrolment.
4. The confirmation shall contain the details of completed enrolment, including the main characteristics of the service provision (such as the number of spaces, PixelMania programme) as well as the Regulations with the privacy policy in the pdf form.
5. Sending a statement with the following content "I have read and accepted the Regulations and the privacy policy" to the e-mail address from which the Confirmation has been sent. He shall also be able to submit such statement upon receiving the identifier authorising him to

participate in PixelMania. After receiving the statement specified in the previous sentence, the Organizer shall send to the Participant's e-mail address specified during enrolment in the pdf form - if the Participant has submitted the aforementioned statement via e-mail, or he shall give it to the participant as a hard copy - if the Participant has submitted the aforementioned statement personally.

6. The Agreement shall be concluded when the Organizers receive the statement specified in section 5 above from the Participant.
7. The Agreement is concluded for the duration of PixelMania and it shall expire upon its termination. This provision does not apply to the License Agreement.
8. If it is not possible to realize enrolment goals (e.g. due to the lack of available spaces), the Organizers shall inform the Participants of this fact via the e-mail address from which the Enrolment was performed.
9. If the realization of enrolment goals is possible after the Participant has received information from the Organizers on the lack of possibility of such realization (e.g. when a space becomes available), the Organizers shall inform the Participant thereof by sending an e-mail to the address from which the Enrolment was performed.

§ 5

The manner and time limit of PixelMania realization

1. PixelMania shall take place in the town of Wleń between [10.08.2018] and [12.08.2018].
2. The detailed PixelMania programme has been attached as annex 1 hereto and it contains, among others, the map of sites selected by the Organizers which are worth visiting in Wleń and in the vicinity.

§ 6

Rights and responsibilities of the Participants

1. Cosplayer shall participate in PixelMania in a costume. A cosplayer shall arrange a costume for himself at his own cost and risk.
2. A make-up artist shall make up any Participant who presents such a request.
3. The Organizers shall not be liable for any damage caused to the Participants by any third parties, including other Participants.
4. The Participant shall get acquainted with the rules (including the regulations) binding in the facilities in which PixelMania shall take place, as well as binding in the St Hedwig School Complex in Wleń and he shall comply with the aforementioned rules and regulations.
5. The Participant shall immediately repair any damage caused by the Participant to any third party, including other Participant, and also to the facility where PixelMania shall take place, including the St Hedwig School Complex in Wleń.
6. The Participant disseminating the photographs, the movies and other materials prepared during PixelMania shall indicate that they were produced during PixelMania, and also add appropriate tags (#pixelmania2k18, #pixelmania or @PixelMania tag).
7. Participants are obliged to transfer to the Organizers photographs, movies or other materials selected by them and prepared during PixelMania when they will be finished by sending them to the e-mail address specified in the Contact Data or using different way, with tolerably month delay.
8. If the Participant infringes upon any provisions specified in the Agreement, the Organizers shall be entitled to terminate the Agreement with immediate effect and prohibit the Participant from participation in PixelMania.

§ 7

License

1. The Participant represents that he is entitled to copyright to Works or that he is authorised to use and dispose of Works on another legal basis.
2. If any of the Organizers informs the Participant of any claims lodged by any third parties against the Organizers or any authorised third person in relation to the use or disposal of any Work by any Organizer or the authorised third person, including the claim alleging the infringement of personal property rights, the Participant shall reimburse the Organizer for incurred by the Organizer thereunder, and especially for the cost of experts and legal representation from the moment at which the claim has been lodged, and also any costs of compensation, especially if action is brought against the Organizer or the authorised third person in relation to the infringement of intellectual property rights within 14 Calendar Days from the date on which the Organizer received a request in this scope, and he also shall appear in the location and at the time specified by the Organizer.
3. Upon the transfer of Works by the Participant to the Organizers, especially the photographs, the movies and other materials prepared during PixelMania (and in the case of make-up artists- at the moment of termination of Works) the Participant hereby grants a License concerning Works to the Organizers to promoting PixelMania and other events by any of the Organizers, especially the events under the name "PixelMania" that shall be organized in the subsequent years in the scope, which shall cover the following fields of exploitation:
 - a) in the scope of recording and reproduction of Works - the recording and reproduction of Works using ant method,
 - b) in the case of trading of originals or copies on which the Works have been recorded - handing the Works over for use free of charge,
 - c) in the case of dissemination of Works in any other manner than specified in section b) - public performance, exhibition, display, reproduction, as well as providing public access to the Work or its modification, adaptation, modification or re-working in a manner which enables anyone to get acquainted with it.
4. The Participant represents that he allows the Organizers to introduce any modifications, changes and adaptations, including the combination or the division of Works, and also to use any of their elements by the Organizers or any third party acting on behalf of the Organizers.
5. The Participant shall not exercise any right concerning the integrity of Works and the right to supervision over the use of Works in relation to the Works.

§ 8

Image

1. The Participant hereby agrees to have his image used with the view to promoting PixelMania and other events by any of the Organizers, especially the events under the name "PixelMania" that shall be organized in the subsequent years in the scope and in the fields of exploitation specified in § 7 hereof.
2. The Participant hereby agrees to have his image used by other Participants with the view to the dissemination of photographs, movies and other materials prepared during PixelMania by other participants within the fields of exploitation specified in § 7 hereof.
3. The Participant agrees to the use of his Goods recorded in photographs, movies and other materials prepared during PixelMania with the view to its promotion, as well as other Organizer's events, especially the events under the name "PixelMania" that shall be

organized in the subsequent years within the scope and in the fields of exploitation specified in § 7 hereof.

4. The Participant agrees to the use of his Goods recorded in the photographs, movies and other materials prepared during PixelMania by other Participants with the view to dissemination of such photographs, movies and other materials by other Participants, as well as other materials prepared during PixelMania in the fields of exploitation specified in § 7 hereof.

§ 9

Complaint concerning PixelMania or Electronic Services

1. Any complaint concerning PixelMania or Electronic Services may be lodged by the Participant in any form using Contact Data, however the Organizers prefer an electronic form.
2. The Complaint shall contain a concise description of the situation as well as requests and suggestions of the Participants and also his data.
3. The requirements specified above shall be treated as recommendations only and they are aimed at facilitating complaint review to the Organizers. The non-compliance with the above requirements on part of the Participant shall not have any impact on the time limit and manner of complaint review.
4. The Organizers shall review the complaint within 14 Calendar Days from the date on which it has been received.

§ 10

Withdrawal

1. The Consumer that concluded the Agreement cannot withdraw from it within 14 Calendar Days without specifying the valid reason and without incurring any costs, since the Agreement is the service provision agreement in the area of an entertainment and cultural event.

§ 11

Liability

1. The Organizers shall be liable towards the Participant who is not a Consumer for any damage that results from the non-performance or inadequate performance of his obligations under the Regulations, including the Agreement and the Electronic Service Provision Agreement and that occurred exclusively due to their intentional fault.
2. If the action or omission of the Organizers resulting in a damage is equal to non-performance or inadequate performance of any obligation of the Organizers under the Regulations, the Agreement or the Electronic Service Provision Agreement, the Participant who is not a Consumer shall not have the right to claim damage repair under an unlawful act.
3. The provision specified in section 3 above does not apply to personal injury.

§ 12

Personal data

1. The administrator of personal data specified by the Participant in the Contact Form shall be the Service Provider.
2. Personal data shall be processed in compliance with generally applicable legal provisions and especially with the Personal Data Protection act and the Act on the Provision of Electronic Services.
3. Detailed information concerning personal data protection has been specified in the privacy policy of the Service Provider, published on the Website under the address <http://pixelmania.photo/privacy.pdf> or <http://pixelmania.photo/privacypl.pdf>.

§ 13

Electronic services

1. The Service Provider shall provide free of charge the following Electronic Services to the Participants using electronic means:
 - a) The Contact Form,
2. Electronic Services shall be provided from 22.02.2018 for indefinite period of time, 24 hours a day.
3. The Contact Form Service consists in sending a message to the Service Provider using a form uploaded to the Store.
4. The Electronic Service Provision Agreement is concluded when the Participant starts to use Electronic Services and it terminates when the Participant terminates to use Electronic Services.

§ 14

Amendment of the Regulations

1. The Organizers may amend the Regulations for valid reasons.
2. The Participants who concluded the Agreement shall be informed of any amendment of the Regulations by a message sent to an e-mail no later than 14 days before the date on which the amended Regulations enter into force.
3. The Participant shall accept or reject the amended Regulations. In the case of lack of acceptance of amended Regulations, the Participant shall terminate the Agreement or the License Agreement (if the amendment of the Regulations concerns the License Agreement) with immediate effect by submitting a notice of termination to the Organizers while using Contact Data.

§ 15

Extrajudicial manners

of handling complaints and redress as well as the manner of access to these procedures

1. If the Organizers do not acknowledge the Consumer's claim and the Consumer does not agree with the Organizers' position, he shall have the right to bring the dispute before the arbitration tribunal or ask the tribunal for mediation or arbitration (ADR).
2. Information on the access to procedures specified in section 1 of this paragraph is available on the sub-page of the Office for Competition and Consumer Protection under the address https://uokik.gov.pl/spory_konsumentenckie.php and on the websites of district (town)

Consumer Ombudsmen, of Inspectors of the Provincial Trade Inspectorate and community organizations that operate in the area of Consumer rights protection.

3. If the extrajudicial review of the claim does not resolve the dispute between the Organizers and the Consumer, the dispute shall be brought before the court having jurisdiction *ratione loci* and *ratione materiae*.
4. Any disputes which occur in relation to the conclusion or performance of the Agreement, the License Agreement or the Electronic Service Provision Agreement and involving the Organizers or a Participant who is not a Consumer shall be resolved by a competent court for the capital City of Jelenia Góra.

§ 16

Final provisions

1. Any matters not regulated by these Regulations shall be governed by the general provisions of Polish law.
2. To annexes have been attached to the Regulations, which shall form their integral part.