

## **REGULATIONS OF THE PARTICIPATION IN GAMES FOR IMPACT FESTIVAL ("Regulations")**

### **§ 1 Organizers**

1. The Regulations set out the rules of participation in the Games for Impact festival ("**Festival**") organized by Filmoteka Narodowa – Instytut Audiowizualny, located at Wałbrzyska 3/5; 02-739, Warsaw ("**FINA**" / "**Organizer**") in cooperation with KDK Sp. z o.o. ("**Contractor**") on December 8-11, 2020.
2. The designated FINA department to be contacted regarding any matters concerning the participation in the Festival is Dział Organizacji Wydarzeń (Events Department): [bog@fina.gov.pl](mailto:bog@fina.gov.pl), +48 22 380 49 95.

### **§ 2 General Information About the Festival / Participation Application**

1. The Festival program is comprised of: lectures, panels, Q&A sessions, introductions, networking ("**Events**"). The general outline of the Festival program is in Attachment 1. FINA reserves the right to change the program. The Organizer will announce detailed information about the particular Events at [gamesforimpact.pl](http://gamesforimpact.pl) at least one week before the beginning of the Festival.
2. The Festival will be streamed online, and the particular Festival Events will be carried out via a suitable multimedia platform made available by the Festival Contractor at <https://pinetool.ai/> ("**Festival Platform**"). The Festival Platform will only be available for registered users.
3. The main language of the Festival is English. If possible, particular elements of the Festival program will be translated into Polish in the form of subtitles or a simultaneous translation. The language options will be indicated for every Event of the program.
4. Selected Events will be transmitted on Games For Impact Facebook page and on FINA Wałbrzyska 3/5 YouTube channel and will also be available to unregistered users.
5. The Festival program is addressed to adults over 18 years of age ("**Participant**").
6. The topics of particular Events and the persons hosting the Festival Events are indicated in the Festival program at [gamesforimpact.pl](http://gamesforimpact.pl).
7. Participating in the Festival is free of charge.
8. The number of Festival Participants is limited to one thousand. In case of reaching the maximum number of Participants, FINA may announce the additional pool.
9. The number of people who can participate in each workshop will be specified in the Event description in the Festival program. Applying for a particular workshop will be possible no later than a day before the Festival begins, after creating an account on Festival Platform. The Participants will be enrolled for particular workshops based on the order of applications submission.
10. To participate in the Festival and have full access to all resources and functionalities (commenting, asking questions, chatting with other Participants) made available as part of the

Festival, the Participant has to correctly fill in the registration form (“**Form**”) at the Festival Platform: [gamesforimpact.pl](http://gamesforimpact.pl).

11. The Participants are registered by FINA.
12. Sending an application via the Form does not mean the Participant is automatically registered for the Festival/Event.
13. The Organizer decides if the Participant will be registered for the Festival/Event.
14. A registered Participant will receive a confirmation of registration for the Festival at the email address provided in the Form.
15. Gaining access to the Festival Platform, that creating an account after receiving the invitation on the email address provided in the Form, will take place no later than a day before the beginning of the Festival.
16. The access information is individual for each Participant, they cannot be shared with third parties.

### **§ 3 Participation Rules / Rights and Responsibilities of the Parties**

1. The participation in the Festival/Event with full access to all its content and functionalities is possible only after the Participant fills in the Form, reads the Regulations before registering, accepts the Regulations, and receives Festival registration confirmation.
2. The Participant confirms reading and accepting the Regulations and grants the necessary consents by ticking the appropriate boxes on the Form.
3. If the Participant accepts the Regulations and receives a confirmation of Festival registration from the Organizer, the Participant and the Organizer automatically enter into a contract for the participation in the Festival, the conditions of which are specified in the Regulations.
4. If a Participant registered for the Festival/Event and confirmed their participation, but cannot take part in the Festival/Event, they have to notify the Organizer by 5 p.m. on the day preceding the Festival/Event at the latest. Resignations from participating in the Festival can be submitted at [bog@fina.gov.pl](mailto:bog@fina.gov.pl).
5. The Participant agrees to use the Festival Platform in accordance with the general provisions of the law, without breaking any laws, including the moral rights of the third parties.
6. The Participant agrees to follow the following rules for the duration of the Festival:
  - being respectful to all Festival Participants,
  - not using any derogatory or offensive language, symbols or sounds,
  - not trolling, offending, nagging or making fun of other Festival Participants,
  - not sending spam or marketing messages,
  - taking responsibility for the personal data made available during the Festival.
7. The Participants cannot in any way record the content and course of the Festival.
8. Failure to follow the rules specified in Paragraphs 5-7 above will lead to a temporary account suspension or to deleting the Participant’s Festival account.
9. The Organizer has the right to introduce changes to the Festival program and modify technical terms and parameters of the Festival, to shorten the Festival, and to cancel the Festival/selected Events for important reasons, in particular due to force majeure, to protect people’s health or life, to ensure the safety of people or property, or to ensure a peaceful,

comfortable course of the Festival for the Participants, which will not result in any breach of the Festival participation contract between the Participant and the Organizer and Festival Contractor.

10. To the extent to which it does not contradict general laws and regulations, the Organizer Contractor shall bear no responsibility for any damages resulting from the Participant's participation in the Festival or the inability to participate in it, in particular as a result of defects/damages/malfunctions arising from circumstances beyond the Organizer's control, including not fulfilling the technical requirements specified in the Regulations by the Participant, malfunctions of the Participant's equipment, or any other technical shortages on the part of the Participant.
11. Participation in the Festival and accepting the Regulations are synonymous with the Participant granting the Organizer, free of charge, the consent to film or record in other way the Participant's image, as well as utterances and their fragments for informational, marketing, and archival purposes in the following fields of use:
  - a. any recording (including entering into the memory of a computer or other devices), on all media, in any technique (including digital), in any system or format, in any manner, including mechanical, optical, magnetic, digital etc.; printing, using audio or video media, photosensitive media, magnetic media, optical disks, computer media or other recording and memory media,
  - b. any reproduction, including: using a magnetic technique on videotapes, audio cassettes, audiovisual and audial discs, using photosensitive and digital technique, in print or through computer recording,
  - c. all broadcasting and re-broadcasting, through ground stations or via satellite, telecommunications or multimedia networks, or other communications systems (including simulcasting, webcasting); non-encoded or encoded, in open or closed loop; in any technology (including analog or digital), system or format, with or without recording option, including text, multimedia, and internet services, telephone or telecommunications, including "digital platforms," for the users of all television and radio reception systems (including "on demand," "pay per view," in closed facilities, etc.), including the Internet,
  - d. any communication to the public in such a way that everyone can have access to it at the time and place of their choice, including via ground stations, satellite, cable networks, telecommunications or multimedia networks, databases, servers, or other devices and systems, including those of third parties, in open or closed loop, in any technology (including analog and digital), system or format, with or without the recording option, including the services specified in Point c), including FINA websites and the Organizer's social media,
  - e. any public display or screening,
  - f. marketing in Poland and abroad, including with the use of the Internet,
  - g. using the full image or its fragments in other works, including multimedia and audiovisual works,
  - h. using the full image or its fragments for promotional purposes, advertisement, and for archival purposes,

- i. loaning, lending, hiring or exchanging the carriers on which the image and utterances (voice) have been recorded.

The consent to the dissemination of the image also includes the right to make any modifications to the entirety or fragments of the image, adding additional photographs, graphic elements, writings, and any other digital processing. The Participant is not entitled to any claims from the Organizer in this respect.

#### **§ 4 Festival Technical Requirements**

1. Microsoft® Windows 7 users require at least a 1.4 GHz Intel® Pentium® 4 processor or equivalent
2. Windows 8, 8.1 and Windows 10 (32-bit/64-bit version with 32-bit browser) users require at least a 2 GHz Pentium® 4 processor or equivalent.
3. Windows 7 users require at least 2 GB of RAM (recommended 4 GB).
4. Windows 8, 8.1 and Windows 10 users require at least 4 GB of RAM (recommended 8 GB).
5. Required applications – a web browser (Google Chrome 80.0 or higher, or Mozilla Firefox 74.0 or higher), with Javascript enabled, accepting "cookies". Browsers other than those indicated do not ensure full compatibility with the virtual platform, and the organizer is not able to guarantee the smooth operation of all its modules.
6. In order to ensure the proper operation of all platform modules, we recommend the use of browsers in the desktop version. The organizer is not able to guarantee a problem-free connection of mobile devices with the platform.
7. It is necessary to have a fixed and stable internet connection (a cable connection if possible).
8. Festival Participants will need to install the Zoom application in order to make the most of the programme features.

#### **§ 5 Personal Data**

1. Pursuant to article 13 of the Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European union L 119 of 2016, pp. 1-88) ("**GDPR**") the Organizer informs that the Administrator of the Participant's personal data made available during the Festival registration and participation is Filmoteka Narodowa – Instytut Audiowizualny (FINA) located in Warsaw, Wałbrzyska 3/5, NIP: 5213784838, REGON: 367467328 ("**Administrator**").
2. The Administrator designates a Data Protection Officer ("**DPO**") who can be contacted by mail at the Administrator's registered office and by email at [iod@fina.gov.pl](mailto:iod@fina.gov.pl) in all matters related to the processing of personal data and the rights relating to the processing of personal data.

3. The Administrator processes the following categories of the Participant's personal data: name and surname, email address, telephone number, image and voice, other data gathered during the Festival.
4. The aforementioned personal data is processed for the purposes of fulfilling the civil contract between the Organizer and the Participant requiring FINA to organize the Festival in accordance with the Regulations (Article 6, Paragraph 1, Point b) of the GDPR), fulfilling the Administrator's legally justified interest in the form of a possible exercise of legal claims related to the civil contract by the Administrator (Article 6, Paragraph 1, Point f) of the GDPR), or if it is necessary to fulfill the Administrator's legal duties (Article 6, Paragraph 1, Point c) of the GDPR).
5. If for the purposes of participation in the Festival the Participant has agreed to the processing of his personal data by ticking the appropriate box on the Form, in particular if the Participant has agreed to the processing of his data for marketing purposes in accordance with the content and scope specified in the data processing agreement, then the following provisions apply:
  - 1) the consent to the processing of personal data for marketing purposes is voluntary, the lack of consent does not affect the eligibility to participate in the Festival,
  - 2) the personal data made available based on the consent to the processing of personal data for marketing purposes will be processed for five years, unless the Participant objects to the processing of personal data for marketing purposes or withdraws the consent.
6. The personal data of the Participant who agreed to the processing of his personal data only for the purposes of the Festival participation contract will be stored for the duration of the civil contract and for the duration of any statutes of limitations in regards to the contract, subject to the general provisions of the law. The Participant can withdraw the consent at any time. The withdrawal does not affect the legality of the processing which has been carried out based on the consent before its withdrawal. The consent can be withdrawn by mail, by writing to the Administrator at the address specified in Paragraph 1 above, or by email at [iod@fina.gov.pl](mailto:iod@fina.gov.pl).
7. Personal data may be transferred to an entity based outside the European Economic Area (EEA), i.e. in the United States of America. In the case of data transfer to the recipient of personal data in the above-mentioned a third country will be PINE Events Inc., a company established in accordance with the law of the United States of America (registry number. 7046468), with its registered office at: 160 Greentree DR STE 101, Dover, Kent, Delaware, 19904, USA - transfer of personal data to the above-mentioned the entity will be held on the basis of standard data protection clauses adopted by the European Commission, which is why they are subject to appropriate safeguards in the field of privacy protection and the rights and freedoms of the persons they concern. A copy of the Standard Contractual Clauses is available upon request.
8. The Administrator states that the recipients of the Participant's personal data can be in particular: (i) processors acting on behalf of the Administrator for the purposes and as regards to the fulfillment of the civil contract. The said entities process the data based on the contracts they entered into with the Administrator and only on the Administrator's instructions; (ii) entities authorized to process the data under the general provisions of the law.

9. The Administrator will make no automated decisions based on the participant's personal data, including the decision resulting from profiling in the understanding of the GDPR.
10. In regards to the information made available to the Administrator, the Participant has the right to:
  - 1) access their data, demand they be corrected, and request the removal or restriction of processing their personal data,
  - 2) object to processing the personal data to the extent to which the basis of processing of the personal data is a legally justified interest of the Administrator,
  - 3) lodge a complaint to the President of the Office of Competition and Consumer Protection if the Participant believes that the Administrator's use of the personal data infringes the GDPR regulations or any other personal data protection laws.
11. The Participant accepts that providing the personal data specified in point 3 is voluntary. However, it is impossible to enter into the Festival participation agreement without providing the said data.
12. In regards to the processing of their personal data, the Participants have the right to lodge a complaint to a supervisory authority – the President of the Office of Competition and Consumer Protection.

## **§ 6 Complaints**

1. The Participant can submit any complaints regarding the use of the festival platform via email at [bog@fina.gov.pl](mailto:bog@fina.gov.pl) or by sending them in a written form to Wałbrzyska 3/5, 02-739 Warszawa. Any complaints regarding the technical aspects of participation shall be submitted directly to the Contractor at [kontakt@kdkevents.pl](mailto:kontakt@kdkevents.pl) or by sending them in a written form to ul. Mokotowska 14, 00-561 Warszawa
2. The Participant can submit a complaint within 14 days of when the circumstances that are subject to the complaint occurred.
3. A correctly submitted complaint should include at least the following data:
  - 1) the Participant's identification (including the name, surname, mailing address, email address, and in case of non-individual entities the name, the mailing address and the contact information of the person eligible to settle matters concerning the complaint);
  - 2) a description of the issue that is subject to the complaint.
4. FINA and the Contractor will consider the complaint within 14 days of receiving it. FINA and the Contractor will notify the person submitting the complaint of the outcome of the considered complaint as soon as possible at the email address provided in the Form.
5. Complaints not including the data enumerated in point 3 above or submitted after the deadline specified in point 2 will not be considered.

## **§ 7 Final Provisions**

1. Completing and sending the Form available at the Festival website is synonymous with accepting these Regulations.

2. The Organizer has the right to change the program of the Festival and cancel parts of the program.
3. The Regulations are drawn up in two language versions: Polish and English. They are available at [www.fina.gov.pl](http://www.fina.gov.pl) and at the Festival website: [gamesforimpact.pl](http://gamesforimpact.pl). In case of any interpretative discrepancies between the two versions, the Polish version of the Regulations shall apply.
4. The Organizer reserves the right to make unilateral changes to the Regulations if they do not negatively affect the conditions of participation in the Festival. The changes will apply from the day they are published at [www.fina.gov.pl](http://www.fina.gov.pl) and at the Festival website: [gamesforimpact.pl](http://gamesforimpact.pl) onward.
5. Any additional information regarding the Festival can be obtained by calling the number specified in Article 1 Paragraph 2 of the Regulations.
6. To all matters not settled herein, respective provisions of the Polish law, specifically the Civil Code, shall apply.

Attachment 1

DAY 1:

18:00 Opening remarks  
18:10 Keynote/panel  
18:35 Q&A  
18:45 Break/networking  
18:55 CASE STUDY  
19:00 Panel  
19:30 Q&A  
19:45 A look at DAY 2

DAY 2:

18:00 Opening remarks  
18:10 Panel  
18:35 Q&A  
18:45 Break/networking  
19:00 Panel  
19:30 Q&A  
19:45 Break/networking  
20:00 WORKSHOP SESSIONS  
20:40 Break/networking  
20:50 WORKSHOP SESSIONS  
21:25 A look at DAY 3

DAY 3:

18:00 Opening remarks  
18:10 Keynote/panel  
18:35 Q&A  
18:45 Break/networking  
19:00 WORKSHOP SESSIONS  
19:45 Break/networking  
20:00 Keynote  
20:25 Q&A  
20:40 Break/networking  
20:50 WORKSHOP SESSIONS  
21:25 A look at DAY 3

DAY 4:

18:00 Opening remarks  
18:10 Keynote  
18:35 Q&A  
18:45 Break/networking  
19:00 Panel  
19:30 Q&A  
19:45 Break/networking  
20:00 WORKSHOP SESSIONS  
20:40 Break/networking  
20:50 WORKSHOP SESSIONS  
21:25 Closing remarks