

„Find a multicultural book” Terms & Conditions

§ 1. General Provisions

1. The following terms & conditions (hereinafter: Terms & Conditions) determine the rules of the competition campaign **Find a multicultural book** (hereinafter: Campaign,) the purpose of which is to promote reading, multicultural values, products of the partners of the Campaign and encourage the participants to explore the city and its multicultural heritage.
2. The Photography Competition is organised by the Multicultural Krakow Association (Stowarzyszenie Wielokulturowy Kraków,) registered in the Register of Associations established by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register with the number: 0000746139; REGON number: 38111027100000; NIP number: 6772437214. The Competition is part of the project *Krakow – my home* financed by the Municipality of Krakow.
3. The Campaign is conducted within the territory of the Republic of Poland. The information regarding the Campaign can be found on the Organiser’s pages and profiles in social media, as well as on their website: <http://wielokulturowykrakow.pl/>.
4. The Campaign is conducted within the period between December 13, 2020, 12:00 hours and December 13, 2020, 23:59 hours, local time.

§ 2. Terms of the Promotional Campaign

1. Any person interested in literature and multiculturalism can become a participant of the Campaign (hereinafter: Participant.) Minors of less than 13 years of age can only take part in the Promotional Campaign based on a legally effective permission of their statutory representative and provided that they will be searching for the Prizes under their supervision.
2. The Campaign shall consist in the Participants following the website and the fan page of the Organiser and searching for books (hereinafter: Prizes.)
3. Each Prize will comprise of a book, every fourth book additionally including a cloth bag from UNESCO City of Literature.
4. The Organiser will be using their social media to post tips that will be necessary to find the Prizes, hidden in various, multiculturally relevant spots around the city of Krakow. Simultaneously, an online contest will be held, where by providing the fastest correct answer one will be able to win e-books.

5. Each individual Prize shall be granted to the Participant who will first find it and take it in possession, whereas in case of the online contest, to the one who first responds correctly to the contest question.
6. Immediately after finding the Prize, the Participant is required to notify the Organiser. The Participant can notify the Organiser by posting a photo with the found Prize to their own profile. The Participant shall tag the Organiser's page or profile in the description and add the hashtag #znajdzwielokulturowaksiazke.
7. The Participant can also notify the Organiser by e-mail (the e-mail containing the photo with the Prize shall be sent to kontakt@wielokulturowykrakow.pl) or using an online messenger on one of the websites with the Organiser's profile (the message shall also include the photo with the found Prize.)
8. If not all Prizes are found throughout the duration of the Campaign, the Organiser reserves the right to use the remaining, undiscovered Prizes in another competition held on the Organiser's page or profile in social media.
9. The Organiser undertakes to locate the Prizes in such a manner that access to them shall not jeopardize the Participants of the Campaign in any way.
10. The Organiser shall not be liable for any body damage, accidents or material damage resulted during the participation in the Campaign.

§ 3. Copyrights

1. The Participant states that they are the sole copyright owner with unrestricted (property) rights to the photo that shall be sent as proof of the finding of the Prize. The Participant assures that mentioned work does not have any legal nor physical defects, nor is it subject to any third party claims or rights.
2. Where any of the above statements of the Participant shall be proven false, the Participant agrees to be bound by any consequences resulting from it, and, in particular, to exempt the Organiser from any possible claims resulting from the infringement of third party copyrights or other rights by the comment of the Participant.
3. By notifying the Organiser (in a manner specified in Paragraph 2(5) or (6),) the Participant grants them a non-exclusive, free licence to use the work attached to the notification (in full or in any part) within the territory of Poland and worldwide. The agreement will first remain in force for a specified period of 5 years, immediately becoming one for an indefinite period of time thereafter. The Participant will reserve the right to termination of the license granted for an indefinite period of time in compliance with a 2 year notice period along with the right to grant sublicenses in all currently known fields of exploitation, the following ones in particular:

- a. recording, multiplication and publication of the work in press, television, Internet, mobile network or other electronic (including social networks such as Facebook, Instagram, etc.) and non-electronic media;
 - b. multiplication by any printing methods in the form of prints, boards, posters, advertisements, banners, etc.; public performance, exhibition, screening, playing, broadcasting, re-emission;
 - c. public distribution of the work in a way that should give access to anyone at the desired time and place (including on the Internet, in mobile phone networks and other electronic communication networks, regardless of the number of emissions and generated copies;)
 - d. market distribution, lending the original or copies for use;
 - e. promotion and advertising, merchandising;
 - f. consent to the use and distribution of derivative works: particularly changes, translations, revisions or modifications (hereinafter: Derived work) for the purposes described in points a) to e) listed above;
 - g. granting sublicenses to third parties in all the aforementioned fields of exploitation.
4. The Organiser reserves the right not to use the sent photograph.

§ 4. Personal Data Processing

1. The personal data of the Participants of the Campaign will be processed pursuant to the Personal Data Protection Act of August 29, 1997 (Journal of Laws of 2002, No. 101, item 926 as amended,) and since May 25, 2018 pursuant to Regulation 2016/679 of the European Parliament and of the (EU) Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (further referred to as: *GDPR*.)
2. The controller of personal data of the Participants is the Organiser.
3. The basis for the processing of personal data of the Participants is the legally justified interest of the Organiser resulting from the realisation of the provisions of the Terms & Conditions, as well as the voluntary participation of the Participants in the Campaign.
4. The supply of personal data is voluntary, however in case it is not provided, the Participant will not be able to participate in the Campaign.
5. The personal data of the Participants will be processed by the Organiser throughout the duration of the Campaign and, subsequently, for archiving purposes for a period of time regulated by the applicable provisions of law.
6. Personal data will be processed based on consent until such consent has been withdrawn.

7. The Participant has the right to access the content of their personal data, its rectification, erasure or restriction of processing, as well as the right to its portability.
8. The Participant has the right to lodge a complaint regarding the data processing provided by the Organiser to the President of the Office for Personal Data Protection – the Polish authority for personal data protection.
9. The personal data of the Participants may in particular be transferred to external service providers (e.g. IT services providers), accountants, administrative authorities and courts.
10. In order to ask questions or request the execution of your rights regarding data processing, please contact us at the following e-mail address: kontakt@wielokulturowykrakow.pl, or by traditional mail addressed directly to the Organiser (see Paragraph 1(2).)
11. The purpose for personal data collection is the launching and organisation of the Campaign, including the distribution of Prizes and the publication of personal data of the Participants who manage to find the Prizes.
12. By participating in the Competition, one agrees to their personal data being processed by the Organiser.
13. By participating in the Competition, the Participant agrees to their application (photograph with name and surname) being published at the Organiser's website as well as on the Organiser's social media pages and profiles. The winners are not entitled to a separate remuneration in this respect.
14. The Organiser stipulates that they are not mandatorily required to publish the data.

§ 5. Final Provisions

1. Terms & Conditions of the Campaign are available at <http://wielokulturowykrakow.pl>
2. By participating in the Campaign, the Participants agree to be bound by these Terms & Conditions.
3. To all matters not settled herein, appropriate provisions of the Polish law shall apply.
4. Any disputes resulting from the execution of liabilities arising from this Campaign shall be settled by a Common Court relevant to the headquarters of the Organiser.