



### §1 Welcome

- 1. Hello! We are very pleased that you are interested in taking part in Promised Land Art Festival and want to blur the lines between digital and traditional art with us.
- 2. Below you will find detailed rules for registering for this year's Promised Land as well as the rules for purchasing and returning tickets online. You will also find here information about the rules of participation in this event. Remember that in order to participate in the Festival, you must read and accept these terms and conditions.
- 3. These terms and conditions ("Terms and Conditions") apply to the main part of the Promised Land Art Festival ("Event" or "Festival"), intended for professionals in the creative industry (see paragraph 2, point 10), which will take place in Łódź, Poland, at "EC1 Łódź Miasto Kultury", address: ul. Targowa 1/3, on September 8 September 10, 2024. The organizers of the Festival are "EC1 Łódź Miasto Kultury" with its registered office in Łódź (90-022), ul. Targowa 1/3, (correspondence address: ul. Juliana Tuwima 46, 90-021 Łódź), entered into the Register of Cultural Institutions under NR RIK 2/08, REGON: 100522238, NIP 7251972744 and CD PROJEKT S.A., a company incorporated under the laws of Poland, with its registered office in Warsaw (03-301), ul. Jagiellońska 74, entered into the register of entrepreneurs under KRS number: 6865, NIP (tax identification number): 734-28-67-148, REGON: 492707333, with fully paid capital ("We").
- 4. In addition, We are supported in technical matters related to ticket sales and registration of Festival participants by Gridaly sp. z o.o. with its registered office in Warsaw (02-014), ul. Nowogrodzka 64/43, entered into the register of entrepreneurs under KRS number: 893606, NIP (tax identification number): 701027905, REGON: 388640049, with fully paid capital in the amount of 54,550,00 PLN (hereinafter referred to as: "Gridaly").
- 5. At the time of registration for the Festival, you enter into an agreement with Us ("**Agreement**") with the content as in these Terms and Conditions. By participating in the Event, you agree to abide by its Terms and Conditions.
- 6. We have prepared for you the Festival program ("**Program**"), including information about our speakers, lectures, workshops and other news. You can find detailed information about the Program here: <u>https://promisedland-artfestival.com/en/agenda</u>.

# §2 Sales of tickets

- 1. To participate in the Festival, you must register as a participant and have a purchased ticket. By a ticket, We mean an attachment with its owner's information and an individual QR code, received electronically after paying for the order.
- 2. To purchase a ticket, click the "BUY TICKET" button on the official Festival website and pay for the chosen ticket option. Remember that during the Festival, all workshops, lectures,



and demonstrations are in English. While registering, We will ask you to provide Us with the following information:

- a. full name,
- b. e-mail address (it will help us stay in touch and send you important information about this year's Festival, or changes in Terms and Conditions),
- c. phone number,
- d. your job title,
- e. name of the company you work for,
- f. VAT invoice details,
- g. T-shirt size (everyone will receive a special Festival unisex t-shirt as part of their participation).
- 3. The process of participant registration and ticket sales is carried out with the support of the Gridaly system, which will require you to accept the terms and conditions available at <a href="https://www.gridaly.com/terms-and-conditions">https://www.gridaly.com/terms-and-conditions</a>. Remember that you are responsible for the accuracy of the data provided during the ticket purchase process, especially with regard to the VAT invoice details. You can find prices and a detailed description of the ticket range on the Festival's website: <a href="https://www.promisedland-artfestival.com/en">https://www.promisedland-artfestival.com/en</a>. Discounts are available for those who buy a ticket on the designated dates or receive a discount code from Us.
- 4. You can pay for your ticket by credit card, debit card, BLIK, or electronic transfer. In this case, payment will be handled by the electronic payment provider Przelewy24, and will be regulated by the terms of service available at: <a href="https://www.przelewy24.pl/en/regulations">https://www.przelewy24.pl/en/regulations</a>. You can also choose to pay by traditional bank transfer.
- 5. If you choose electronic payment (credit card, BLIK, or electronic transfer), you will receive an e-mail confirmation of payment for the purchased ticket to the e-mail address indicated at the time of registration. If there is any problem with processing the payment in this form or there is a refusal by your credit (debit) card issuer, you will receive such information during the payment process.
- 6. If you choose to pay by traditional bank transfer, you will receive instructions from Us to the email address you specified on how to pay for the ticket.
- 7. After We verify the payment, which in the case of electronic payment will be done automatically, and in the case of payment by traditional bank transfer after receipt of funds to the designated account, you will receive confirmation of registration, ticket, and VAT invoice, which will be sent to the e-mail address indicated when purchasing the ticket, to which You authorize Us to.
- 8. Festival is open for professionals in the creative industry. As organizers, We feel obliged to provide all participants with opportunities to improve their competencies and exchange knowledge and experience at an advanced level. Therefore, the presentation of your Artstation or Linkedin or Instagram, etc. profile is a really important element of your application. It will also be a part of your virtual business card that you can share with other participants during the Event.
- 9. Additionally, after registering in the Gridaly system, through our website you will have the ability to use many additional functions or services offered through Gridaly, such as chatting



with different participants of the Festival, rating speakers, and more. Regulations regarding registration on Gridaly, making use of its services, technical requirements regarding using the platform as well as your rights and obligations, you will find on Gridaly's website: <u>https://www.gridaly.com/terms-and-conditions.</u>

- 10. Due to the professional nature of the Event, tickets for the main part of the Festival are personal and assigned to your name. However, if for some reason you need to resign from participation in the Festival, you can transfer your ticket to a different person. Send Us information about this no later than the day before the start of the Festival. We will then send out a duplicate ticket with the name of the third person.
- 11. In case of any questions, feel free to contact Us here: <u>contact@promisedland-artfestival.com</u>.

### §3 Ticket refunds

- 1. We know that unexpected situations happen. That is why We offer participants the option of returning the ticket if necessary.
- 2. If you've already purchased a ticket, but you cannot attend the Festival, please let Us know by sending a message to the following address: <u>contact@promisedland-artfestival.com</u>.
- 3. The rules for tickets refunds are as follow:
  - a. If you contact Us no later than August 8, 2024 (23:59) you will get a full refund,
  - b. After August 8, 2023 (23:59) returns will not be possible and in line with § 2 point 10 it will be impossible to transfer it onto another person. We want everyone present at the Festival to have a good time, so We need to know the exact number of participants well in advance.
- 4. We will refund you in the same form in which you paid for the ticket, that is, either by transfer to your bank account or as a refund to a debit or credit card. We will return the money to you within 30 days.
- 5. We would also like to draw your attention to the fact that the Festival is a cultural and entertainment event with a fixed date once you have purchased your ticket, you do not have the right to withdraw from the Agreement, which stems from consumer rights legislation.

### §4 Your image

- 1. The Festival is not only an opportunity to expand your knowledge, but also an event that We want to show off to the world. Which is why We would like to inform you that during the Festival, We or our crew will create films and photos, which may also include your image, as well as voice and utterances. The recording of films and photos will take place throughout the entire facility where the Festival takes place.
- 2. When you accept the Terms and Conditions when purchasing a ticket, you also agree to the recording of your image, voice, and utterances (if you give them to the camera during the interview or during the workshops) and to use them in whole or in part in the materials and works related to the Festival, such as films, photos, brochures, leaflets, posters, advertising spots, trailers, "making-of" materials and materials published on social media. We will later use such works to promote and inform about this and next editions of the Festival, and to promote our business activities. We will be able to create this type of materials and works in any form, on any carrier, and We will be able to distribute it in any way, using any medium.
- 3. Your consent covers the use and dissemination of your image, voice, or utterances in Poland



and abroad, including in IT networks such as the Internet.

4. If you purchase a ticket, you also agree to Us authorizing other entities to use materials that contain your image, voice, or utterances. We will also have a right to transfer the right to use your recorded image, voice, or utterances to another entity.

## §5 Your obligations

- 1. We want all participants to feel safe at the Festival. As a participant, you undertake to comply with the regulations of the facility where the Festival takes place. This is primarily about health and safety rules and fire regulations.
- 2. After arriving at the Festival site, first collect your Festival accreditation. To do so, you will have to show your ticket with your individual QR at the registration point. You will find your ticket in your e-mail inbox.
- 3. The intellectual property of speakers and artists is very important to us. Please keep in mind that some or all the lectures, workshops, or classes can be attended only if you agree not to record them (these include taking pictures, movies, or voice recording). If such restrictions are in place, it is also forbidden to publish online or share with other people pictures, movies, or voice recordings taken in violation of these restrictions.
- 4. We ask you to respect the following rules:
  - a. Follow the orders of our staff and people responsible for safety during the Festival (this includes prohibition of photographing and recording individual lectures and workshops as in § 5 point 3 above),
  - b. Be empathetic do not disturb the peace of other Festival participants and other people in the facility during the Event,
  - c. Comply with the provisions of generally applicable law.
- 5. We believe that such situations will not take place during the Festival, but just in case, We must inform you that in a situation in which We come to the conclusion that you violate the provisions of these Terms and Conditions, We will be entitled to refuse you the right to further participate in the Festival. You may then have to leave the Festival site without being entitled to a refund of the ticket price. We would also like to inform you that each participant is responsible for the damage he/she causes on the premises where the Festival takes place.
- 6. Also, keep an eye on your belongings, as we are not responsible for lost, stolen, or damaged items left in the locker room or on the Event grounds.
- 7. The Festival couldn't happen without our partners. We want you to know that our partners may promote their services and products during the Festival.

# §6 Complaints and dispute resolution

1. If you think any of our actions violate your rights, please let Us know. If you would like to do it by e-mail, please send a message to the following address: <u>contact@promisedland-artfestival.com</u>. In the message, please include your name, e-mail address, and telephone number. Also describe the situation / our action or omission that made you contact Us about



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this matter, as well as your expectations.

- 2. Remember that all complaints should be submitted within 14 days from the end of the Festival.
- 3. We will reply to your message within 14 working days of receiving it.
- 4. We would also like to inform you that, as a consumer, you have the option of using extrajudicial means of dealing with complaints and making claims. Information on this subject is available at the offices and on the websites of poviat consumer ombudsman, social organizations which statutory tasks include consumer protection, Voivodeship Inspectorates of the Trade Inspection, and on the websites of the Office of Competition and Consumer Protection and the Financial Ombudsman.

### §7 Change of pandemic situation

In the event that the government introduces restrictions in the organization of mass events or gatherings for epidemic reasons in Poland (or locally in the place where the Festival will be held), We will be forced to introduce additional organizational rules that may include: limitation of the number of participants of our Festival, restricting hygiene rules, imposing an obligation to wear masks or testing before participating in the Event. Unfortunately, there is also the possibility that our Festival will be canceled then (in which case We will refund the price of the purchased ticket). If such restrictions are introduced, We will inform you as soon as possible, and We will publish any additional rules that will apply during the Festival on the Festival subpages: https://www.promisedland-artfestival.com/en.

### §8 See you there!

- <u>1.</u> These Terms and Conditions come into force from May 8th, 2024 and are available at <u>https://www.promisedland-artfestival.com/</u>
- 2. We reserve the right to cancel or reschedule the Event in the event of the occurrence of any circumstances beyond Our control. In such a situation, We will not be obligated to provide any compensation or refund to you for the costs incurred by you in connection with your participation in the Event, except for the refund of the ticket price.
- 3. As organizers of the Festival, We have the right to change the Terms and Conditions at any time according to our own judgment. We can change the Terms and Conditions for a variety of reasons, such as a change in the law, court judgments, technical changes in the provision of services, changes in functionality or Our data, as well for the purpose of preventing the infringement of the Terms and Conditions or the abuse of them. However, We will try not to do this until it is absolutely necessary. Should this happen, We will notify you by e-mail about the change. If you do not accept the changes to the Terms and Conditions, please inform Us by e-mail: contact@promisedland-artfestival.com. The statement should be delivered within five (5) days from the effective date of the changes. If we do not receive the statement within the deadline, we will consider that you have accepted the amended Terms and Conditions.



- 4. Your exercise of the right in the form and within the period specified in § 8 point 3 shall be deemed equivalent to termination of the Agreement with immediate effect (§ 8 point 2 sentence 2 shall apply).
- 5. We may change the Program at any time, including the time schedule and order of appearances. We will inform you about this immediately on the Event page. These changes will not change the Terms and Conditions.