



CLOSE - Cinema Lab of Shared Experience educational programme

RULES AND REGULATIONS

I. Date and place:

§1

CLOSE - Cinema Lab of Shared Experience (hereinafter referred to as the **Project**) is an educational programme for youth, taking place from **14 to 22 September 2024** in Olsztyn, Poland.

II. Objectives of the Project:

§2

The main objectives of the **Project** are:

- a) to present knowledge about modern world by showing similarities and cultural differences;
- b) to create opportunities for young people to establish mutual contacts and learn about the cultures of their countries;
- c) to promote the unique cultural heritage of Central and Eastern Europe;
- d) to familiarise young people with the culture and local history of the Warmian-Masurian Voivodeship as a region at the junction of many nationalities;
- e) to increase the role of culture in the process of education and preparing young people for active participation in cultural and social life and conscious reception of cultural products;
- f) to disseminate modern methods of cultural education;
- g) to support the development of filmmaking;
- h) to disseminate issues related to broadly understood multiculturalism.

III. The formula of the Project:

§3

All proprietary copyrights to the formula and the artistic concept of the **Project** are reserved to the Foundation for the Intangible Cultural Heritage in Poland, hereinafter called the **Organiser**.

§4

1. The **Organiser** invites any governmental, social or private entities that could potentially make a material or financial contribution to the preparation and realisation of the **Project**.
2. The **Organiser** gives the status of the **Co-organisers** to the following institutions:
 - a) Offener Kanal Magdeburg e.V. (Germany),
 - b) CINEMAHALL INGO (Ukraine),
 - c) FILMFORUM Association (Poland),as the entities which make important contribution to the preparation and realisation of activities of the **Project**.





§5

Project Coordinator (appointed by the **Organiser**) and **Project Leaders** (appointed by the **Co-organisers**) are in charge of all aspects related to the preparation and proper conduct of the **Project**, and have the decisive vote in disputes, not included in the **Regulations** or requiring additional interpretation.

IV. Terms of participation in the Project:

§6

1. The terms of participation in the **Project** are exclusively defined in these **Regulations**. Any promotional materials or advertisements are of informative character only.
2. Registration for participation in the **Project** implies unconditional consent to the rules outlined in these **Regulations**.

§7

Workshops are intended for people from **16 to 20** years old, coming from Germany, Ukraine or Poland (hereinafter referred to as the **Participants**). The **Participant** is obliged to submit the **PARTICIPANT'S SURVEY** to the **Organiser**, including an idea for a short film script - an **artistic interpretation of selected themes from the history of Warmia and Masuria and the fate of the local community functioning at the crossroads of Polish, German and Ukrainian cultures**.

§8

1. The **Participant's** task will be to make a **short film** or **photo series** about one of the issues mentioned above.
2. The artistic concept is arbitrary, but the **Organiser** prefers projects that bring up issues indicated in **§7** of these **Regulations**.

§9

To participate in the **Project**, the **Participant** is obliged to send correctly completed electronic version of the **Participant's Survey** to the **Organiser** until **2 September 2024**.

§10

Registration process for the **Project** takes place in the following manner:

1. The **Participant's Survey** must be correctly completed on the website:
<https://wamafestival.pl/en/close-participants-survey/>
2. After completing and submitting the **Participant's Survey** on the website, the generated PDF will be delivered to the email address given in the **Participant's Survey**.
3. At the recruitment stage, no paper documents are required to participate in the **Project**.
4. The **Organiser** is not responsible for the **Participant's Survey** that are not submitted on time.

§11

1. Participation in the **Project** is free of charge. The **Organiser** provides all qualified **Participants** with:
 - a) catering (breakfasts and lunches),
 - b) accommodation from 14-22 September 2024,
 - c) international travel,
 - d) free entry to all events covered by the **Project's** programme.
2. The **Organiser** warns that the majority of events will be conducted in English.

§12





The **Participant** accepts full responsibility for the correctness and truthfulness of information provided in the **Participant's Survey**. Providing false, illegible or incomplete personal information or not providing them at all, results in exclusion from participation in the **Project**.

§13

1. The number of places for the **Participants** is limited.
2. The **Qualification Committee** consists of the **Co-organisers'** representatives. The **Qualification Committee** will select the **Participants** qualified for the **Project**.
3. Decision whether the **Participant** was qualified or not will be sent to the e-mail address given in the **Participant's Survey**.
4. Information on qualification results can also be obtained by phone after **4 September 2024**.

§14

Qualified **Participant** is obliged to print and sign the **Participant's Survey** and deliver it to the **Organiser** by **14 September 2024** at the latest.

V. Rules of order:

§15

In matters not covered by these **Regulations**, the provisions of the Civil Code, the Act on Copyright and Related Rights and other generally applicable laws shall apply.

§16

The **Participant** has the right:

1. to take part in all events covered by the **Project's** programme,
2. to contribute their own propositions to the **Project's** programme,
3. to receive assistance from the **Project's** staff,
4. to have their views and beliefs respected,
5. to have their own freedom and private space respected.

§17

During the **Project**, the **Participant** is obliged:

1. to attend all classes (lectures, meetings, practical exercises and accompanying events) covered by the **Project's** programme;
2. to be on time for the classes and meals;
3. to take care of their own safety and that of other **Participants**;
4. to behave in accordance with the principles of personal culture, respect the personal views and beliefs of other **Participants**, supervisors and lecturers;
5. to respect other **Participants**, supervisors and lecturers;
6. to respect the freedom and private space of **Participants**, supervisors and lecturers;
7. to respect the quiet hours in the accommodation;
8. to maintain cleanliness in the spaces where the **Project** will be carried out;
9. to comply with internal order regulations for the **Project's** spaces, as well as the rules of use the entrusted equipment.

§18





1. The **Project** is an undertaking aimed at equal treatment and inclusion of representatives of communities with fewer opportunities, as well as promoting gender equality and tolerance for ethnic, cultural and ideological diversity in the European audiovisual industry.
2. Any manifestations of discrimination, disrespect or violation of the personal autonomy of **Participants** will be treated as a gross violation of these **Regulations** and may result in disciplinary relegation from the **Project**.
3. Each case of violation of the **Regulations** can be reported to the **Project Coordinator** - with the right to anonymity and discretion.

§19

The **Participant** is prohibited from:

1. smoking, possessing or consuming alcohol or using other psychoactive substances,
2. using physical or psychological violence against the others.

§20

1. The **Organiser** is not responsible for the valuables and devices brought by the **Participant** to the **Project** or damaged, lost or stolen luggage.
2. The **Participant** accepts financial responsibility for any damage caused by the **Participant's** fault during the **Project**.
3. The **Participant** must inform the supervisors of project groups about leaving the place of accommodation after 10.00 PM.

VI. Additional information:

§21

1. All photo and video materials made during the **Project** are the property of the **Organiser** and **Co-organisers** and will be made available under the terms of the "free license".
2. The **Participant** consents to promoting the results of the activities carried out as part of the **Project** by placing a presentations, photos, portfolio, jingle or other audio-visual work (including all photo and film material made as part of the workshops) promoting the mission and educational objectives of the **Project** on TV and radio stations, audiovisual publications and on the Internet.

§22

1. The **Participant** by applying for participation in the **Project**, consents to the free use of his or her image recorded in the film and photographic materials, carried out as part of the **Project**, for non-commercial activities related to the promotion and dissemination of the **Project** objectives, including broadcasts TV and radio stations, audiovisual publications and on the Internet.
2. The **Participant** grants to the **Foundation for the Intangible Cultural Heritage in Poland** (Foundation for the Intangible Cultural Heritage in Poland with headquarters in Radom, Poland 26-600, Tytusa Chałubińskiego 17 Street, VAT ID/NIP: PL521-358-48-26, Stat. No/REGON: 142658092, Reg. No/KRS: 0000360672) and **Co-organisers** the right to publish his or her image in a non-commercial usage, and allows to share the film and photographic materials with his or her participation in publications, websites and public screenings aimed at promoting the artistic, educational and social effects of the **Project**.
3. The **Foundation for the Intangible Cultural Heritage in Poland** and **Co-organisers** have the right to dispose of rights to all materials realised as part of the **Project** in the following extent:
 - a) cinematic operation and rental for a non-profit screening in cinemas or other public places, or for non-profit screening using a projector and screen;





- b) all public screenings and displays;
- c) presentation on TV stations and the Internet;
- d) all recording and reproduction (including the storage of a computer or other device), on data carriers, in digital technology, discs, computer data carriers and any other recording and storage carriers – if it is necessary to enter records of film and photo materials, or parts thereof, in the computer memory;
- e) processing with the preservation of personal copyrights;
- f) presentation in cinemas, as part of fairs, exhibitions, festivals or competitions, for research, demonstration or control purposes, as well as within education and social prevention;
- g) the right to make audio-visual and audible copies for any kind of image and/or sound media, and to rent them for non-profit public display on any type of playback devices;
- h) transmission of excerpts in TV program announcements;
- i) granting further sub-licenses to the partners and third entities.

§23

1. The **Participant** consents to personal data processing and presentation for the purposes of the recruitment process and participation in the **Project**, in accordance with Regulation (EU) 2016/679 of The European Parliament And of The 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 (General Data Protection Regulation).
2. The Administrator of personal data is the **Organiser, Foundation for the Intangible Cultural Heritage in Poland** (Foundation for the Intangible Cultural Heritage in Poland with headquarters in Radom, Poland 26-600, Tytusa Chałubińskiego 17 Street, VAT ID/NIP: PL521-358-48-26, Stat. No/REGON: 142658092, Reg. No/KRS: 0000360672, phone: +48 48 386 82 12, e-mail: biuro@fndk.pl).
3. The Administrator of personal data appointed the Data Protection Supervisor who inspect correctness of data processing and is available to contact in a written form, via traditional mail, by sending correspondence to the following address: Radom, Poland 26-600, Tytusa Chałubińskiego 17 Street or via via e-mail: biuro@fndk.pl.
4. The **Participant** has the right, according to Regulation (EU) 2016/679 Of The European Parliament And Of The 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 (General Data Protection Regulation), to access to his or her personal data and its correction.
5. In connection to the processing of personal data, the **Participant** has a right:
 - a) to request access to his or her personal data from the **Organiser**,
 - b) to request the **Organiser** to rectify his or her personal data,
 - c) to request the **Organiser** to delete his or her personal data,
 - d) to request the **Organiser** to restrict the processing of his or her personal data,
 - e) to object to the processing of personal data,
 - f) to transfer personal data,
 - g) to lodge a complaint to the supervisory body.





Cinema Lab
Of Shared
Experience



Fundacja na Rzecz
Niematerialnego
Dziedzictwa Kultury
w Polsce

§24

Detailed information about the **Project** is provided by the Organisational Offices in the following countries:

Poland:

Foundation for the Intangible Cultural Heritage in Poland
phone: +48 48 386 82 12
e-mail: education@fndk.pl

FILMFORUM Association
phone: +48 22 392 03 21
e-mail: info@filmforum.pl

Ukraine:

CINEMAHALL INGO
phone: +38 063 224 27 65
e-mail: info@cinemahall.org

Germany:

Offener Kanal Magdeburg e.V.
phone: +49 (0)391 7391327
e-mail: kaminski@ok-magdeburg.de

§25

These **Rules and Regulations** are available on the websites: www.fndk.pl and www.wamafestival.pl.

The Management Board of the Foundation for the Intangible Cultural Heritage in Poland



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the European Union

Foundation for the Intangible Heritage in Poland
Chałubińskiego 17 Street, 26-600 Radom, Poland
phone: +48 48 386 82 12 • e-mail: biuro@fndk.pl



ATTACHMENT No 1

Olsztyn, 2024

CLAUSE ON THE PARTICIPANT'S PERSONAL DATA PROCESSING
CLOSE - Cinema Lab of Shared Experience
educational programme

.....
(Name and surname of the Participant)

In connection with the processing of personal data by the Foundation for the Intangible Cultural Heritage in Poland, we would like to inform:

1. The Administrator of your personal data is the Foundation for the Intangible Cultural Heritage in Poland (Foundation for the Intangible Cultural Heritage in Poland with headquarters in Radom, Poland 26-600, Tytusa Chałubińskiego 17 Street, VAT ID/NIP: PL521-358-48-26, Stat. No/REGON: 142658092, Reg. No/KRS: 0000360672, phone: +48 48 386 82 12, e-mail: biuro@fndk.pl).
2. The Administrator of personal data appointed the Data Protection Supervisor who inspect correctness of data processing and is available to contact via post: Radom, Poland 26-600, Tytusa Chałubińskiego 17 Street or via e-mail: biuro@fndk.pl.
3. The Organiser has appointed a Data Protection Inspector who can be contacted in a written form, via traditional mail, by sending correspondence to the following address: Radom, Poland 26-600, Tytusa Chałubińskiego 17 Street or via e-mail: biuro@fndk.pl.
4. Your personal data will be processed in accordance with Regulation (EU) 2016/679 of The European Parliament And of The 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 (General Data Protection Regulation).
5. Processing takes place in connection with the use of the services of the Foundation for the Intangible Cultural Heritage in Poland, in particular in the development of innovative forms of cultural, scientific and educational activities and the creation of social activity in this area.
6. The Administrator will transfer personal data to other entities only on the basis of legal provisions, in particular to: the Social Insurance Institution, the Tax Office, city/municipality offices, the Police, educational institutions and public institutions co-financing the implementation of the CLOSE - Cinema Lab of Shared Experience project or on the basis of a processing entrustment agreement.
7. Personal data will be processed by the Administrator depending on the task: indefinitely until you withdraw your consent to data processing or until the purpose of processing is completed.
8. The data subject has the right to request from the Administrator access to personal data, rectification, deletion or restriction of processing and the right to object to processing, as well as the right to transfer data.
9. A complaint about the Administrator's actions may be submitted to the President of the Office for Personal Data Protection.
10. Providing personal data is a necessary condition for the performance of the Administrator's obligations in connection with your participation in the CLOSE - Cinema Lab of Shared Experience project.
11. Your personal data will not be processed in an automated manner.

.....
date and legible signature of the Participant





Cinema Lab
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Fundacja na Rzecz
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Dziedzictwa Kultury
w Polsce

ATTACHMENT No 2

Olsztyn, 2024

**Statement concerning joining PZU NNW insurance
CLOSE - Cinema Lab of Shared Experience
educational programme**

Name and surname of the Participant:

Concerns insurance contract no.: date:
(filled by the Organiser) (filled by the Organiser)

As a participant of the project titled CLOSE - Cinema Lab of Shared Experience, based on the general terms of PZU NNW insurance, established by the resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna No. UZ/319/2020 of the 9th of November 2020. ("OWU") (henceforth referred to as: „OWU NNW”),

I hereby declare that I had received:

1. The General Terms of PZU NNW insurance before joining it, and which is covered by the organiser of the project (Foundation for the Intangible Cultural Heritage in Poland with headquarters in Radom, Poland 26-600, Tytusa Chałubińskiego 17 Street, VAT ID/NIP: PL521-358-48-26, Stat. No/REGON: 142658092, Reg. No/KRS: 0000360672),
2. Information concerning the distributor of the insurance before acceding to the terms of the contract (Powszechny Zakład Ubezpieczeń Spółka Akcyjna),
4. Information from the Administrator of Personal Data.

.....
date and legible signature of the Participant



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