

Terms and conditions of the Depository

The organizer of the Depository is Jacek Stachera, entrepreneur registered in Central Registration and Information on Business, running a business under the name Boscata Jacek Stachera, REGON number 141880204, and Tax Identification Number (NIP) 527-234-12-84, with its registered office in Warsaw (02-793), Przy Bażantarni 13, (hereinafter referred to as the Organizer).

1. The Depository is located in the shopping passage on the grounds of the "24. Pol'and'Rock Festival - Kostrzyn n/Odra 2018" (hereinafter: festival) in Kostrzyn nad Odrą; it is open from 1 August 2018 to 5 August 2018 (from Wednesday 12.00 to Thursday 04.00, from Thursday 12.00 to Friday 04.00, from Friday 12.00 to Saturday 04.00, from Saturday 12.00 to Sunday 12.00).
2. Submission of an item to the depository implies the acceptance of these terms and conditions (hereinafter: terms and conditions).
3. Terms and conditions are available on the website at <http://polandrockfestival.pl/informacje/depozyt> and in the form of a printout at the depository staff and attached to the depository receipt.
4. Items may be submitted to the depository by adults with full legal capacity, holding a document confirming the identity at the time of submission and release of the deposited object (hereinafter: customer).
5. The following items are not accepted to the depository:
 - 1) items that are legally prohibited including narcotic drugs and psychotropic substances;
 - 2) items that are prohibited by the regulations of a mass event;
 - 3) items that are forbidden to be brought to the festival grounds;
 - 4) food and beverages, including alcoholic beverages (regardless of the packaging method);
 - 5) tobacco products;
 - 6) pyrotechnic articles and fire-hazardous items;
 - 7) caustic and explosive materials, weapons and other dangerous objects;
 - 8) medical products and ware;
 - 9) specimens of fauna and flora;
 - 10) foreign currencies;
 - 11) gold coins, silver coins, precious metals, products from these metals and expensive stones, securities, jewellery and jewellery products;
 - 12) items with dimensions larger than 20 cm x 30 cm;
 - 13) documents confirming the identity (in particular identity cards, passports), payment and debit cards;
 - 14) other items that require storage under special conditions, especially temperature and humidity;
 - 15) items with a total value exceeding PLN 1,000.

6. The Organizer may refuse to accept to the depository an item with volume or size greater than the volume or size of the secure envelope; refusal to accept an item to the depository does not constitute basis of the Organizer's liability. A customer is obliged to turn off mobile phones, tablets, and laptops before leaving them at the depository. In the event, that customer refuses to turn off the above-mentioned devices, the organizer has the right, but not the obligation, to refuse to accept such an item to the depository, which does not constitute the basis of the Organizer's liability.
7. The risk of accidental loss or damage to the item submitted to the depository shall be borne by the customer.
8. In case a customer wants to storage objects, which in normal conditions, according to their intended use, store other items in the interior, the staff of the depository has also the right, but not the obligation, to check the content.
9. One customer may deposit to the depository up to five items at a time, provided that these items fit in one secure envelope in a way that allows it to be properly closed.
10. Items accepted to the depository are stored in secure envelopes marked with a number.
11. Accepting an item to the depository and its release is free of charge.
12. Acceptance of an item to the depository and its release takes place at a depository stand designated by a graphics, i.e. in the so-called depository space.
13. Items submitted to the depository have to be deposited in the depository area during their deposit.
14. While accepting an item to the depository, the depository staff informs about the method of releasing the item from the depository, describes the condition of items, puts the items in a secure envelope, and seals the secure envelope in a way that prevents its resealing, and issues a depository receipt and a wristband with the number of the secure envelope.
15. Acceptance of an item to the depository is confirmed by a depository receipt and a wristband with the depository receipt number. The wristband is put on the customer's hand by the depository staff at the moment of completing the operations of accepting items to the depository.
16. The depository receipt contains:
 - 1) the date and time of accepting the items to the depository;
 - 2) name/ names and surname of the customer;
 - 3) the number of the secure envelope;
 - 4) list of items submitted to the deposit along with a description of the physical condition of these items (accurate marking of items);
 - 5) customer's PESEL number;
 - 6) these terms and conditions.
17. Release of an item from the depository, on the days of its operation at the festival, requires:

- 1) return of the depository receipt and the undamaged and not removed wristband with the number of the secure envelope - the band is cut off by the depository staff;
 - 2) presentation of a document establishing the identity of the customer to confirm the identity of the customer and return of the undamaged and not removed wristband with the number of the secure envelope - the band is cut off by the depository staff;
 - 3) return of the depository receipt and presentation of a document establishing the identity of the customer to confirm the identity of the customer.
18. Customer confirms with his signature the receipt of the item left at the depository. A return receipt of an item left at the depository is a confirmation that the right item was released and is in the same condition in which it was left at the depository. In the case of release of items upon return of the depository receipt and undamaged and not removed wristband with the number of the secure envelope, the Organizer shall not be responsible for issuing the deposited items to an unauthorized person in case the person returns the depository receipt and undamaged and not removed wristband with the number of the secure envelope and signs the depository receipt.
19. An item will not be released to a customer if he uses a destroyed or damaged: depository receipt, identity document, wristband with the number of the secure envelope, and also when a customer took off the wristband from his hand.
20. Items not collected from the depository during the operation of the depository will be stored after closing the depository in the Organizer's warehouse in Warsaw (contact at the Organizer's address) for three months from the date of closing the depository, after this date they will be transferred to the lost and found office at the Powiat Starosty in Gorzów Wielkopolski at Pankiewicza 5/7 in Gorzów Wielkopolski.
21. Within 3 months from the date of closing the depository, items deposited in the depository may be collected in the Organizer's warehouse in Warsaw:
- 1) by returning the depository receipt and the undamaged and not removed wristband with the number of the secure envelope - the band is cut off by a representative of the Organizer;
 - 2) by presenting a document establishing the identity of the customer to confirm the identity of the customer and returning the undamaged and not removed wristband with the number of the secure envelope - the band is cut off by a representative of the Organizer
 - 3) by returning the depository receipt and presenting a document establishing the identity of the customer to confirm the identity of the customer.
22. Complaints regarding the improper functioning of the depository should be submitted in writing to the Organizer's address within 7 days from the day of submitting the item to the depository.
23. The complaint will be considered within 14 days from its delivery to the Organizer.

24. The Organizer is not liable for damage resulting from the properties of the item given to the depository, nor for the destruction or damage of the item that was not picked up on the days of the depository operation. Compensation for loss, depletion or damage to the item given to the depository due to the customer may not exceed the ordinary value of the item, and in any case not more than PLN 500. The Organizer is not liable for the loss or damage to items, which are not allowed to be deposited in accordance with the terms and conditions, even if such an item was actually submitted.
25. In the event of cancellation or interruption of the festival due to the occurrence of the so-called "force majeure", customer declares that he waives any future claims to the Organizer, to which he would be entitled in relation to non-performance or improper performance of the storage service by the Organizer. The term "force majeure" is understood in particular as:
- 1) natural disaster, including atmospheric phenomena that prevent the functioning of the festival;
 - 2) calamity;
 - 3) local or international emergencies and other local events that interfere with the life of the country or region in which the festival takes place;
 - 4) refusal to issue a permit for the organization of a mass event or withdrawal of a permit already issued by central or local government authorities;
 - 5) refusal of police security, resulting in the need to cancel the festival by its organizer,
 - 6) other events of a random nature, on the emergence of which the Organizer had no impact, or which occurrence could be foreseen by the Organizer, and even if it could be predicted, which, despite due diligence could not be prevented.
26. Depository stands and associated parts are under the surveillance of industrial cameras.
27. Monitoring of depository stands is used to ensure the security of the depository, protection of property, and prevention of prohibited acts; or their disclosure based on article 6(1) letter f of the Regulation (EU) No 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, hereinafter: GDPR) and the Act of 10 May 2018 on the protection of personal data (Journal of Laws from 2018, item 1000). The monitoring covers the depository area and associated parts. Personal data in the form of image are kept for a period of 3 months. In the case where the video recordings are evidence in proceedings conducted under the law, or the Organizer obtained a message that they can be evidence in the proceedings, the Organizer will keep the recordings until the final conclusion of the proceedings. After expiry of the periods referred to in the previous sentence, the image recordings containing personal data obtained as a result of the monitoring are destroyed. The controller of personal data in the form of image is the

Organizer, which can be contacted by e-mail: biuro@boscata.pl; in writing, by sending correspondence to the address: At Bażantarnia 13, 02-793 Warsaw;

28. The controller will process customers' personal data disclosed in the depository receipt for the following purposes:
 - 1) conducting business activities in the framework of the storage of items deposited in the depository – (legal basis of article 6(1) letter b of GDPR);
 - 2) possibly to establish, investigate, or defend against claims related to the depository of items or processing of personal data – because the processing is necessary to implement the legitimate interest of the Organizer (legal basis of article 6(1) letter f of GDPR);
 - 3) compliance with legal obligations arising from the law of the European Union or Polish law that are binding on the Organizer – (legal basis of article 6(1) letter c of GDPR).
29. Entities providing services to the Organizer may be the recipients of personal data disclosed in the depository receipt:
 - 1) IT and new technologies;
 - 2) from the field of delivery of mail and parcels (in order to conduct the necessary correspondence);
 - 3) auditing and control;
 - 4) legal and debt collection;
 - 5) advisory and consultancy;
 - 6) printing and archiving;
30. Personal data disclosed in the depository receipt may be transferred by the Controller under the contract to the above-mentioned entities for processing, only in accordance with the Controller's instructions, subject to confidentiality by these entities. Personal data will not be transferred outside the European Economic Area.
31. The personal data disclosed in the depository receipt will be processed for the period necessary to achieve the processing purposes indicated above, i.e.:
 - 1) in the scope of performance of storing items in the depository - until they are released, or until the statute of limitation of contract claims or until the obligation to store data resulting from the provisions of law expires;
 - 2) in the scope of determining, investigating, or defending against claims - until the statute of limitation of claims for depositing items in the depository or claims related to the processing of personal data, or until an objection is raised, unless there are legally justified grounds for further processing;
 - 3) within the scope of fulfilling the legal obligations of the Organizer - until the Organizer fulfils these obligations.
32. Customer has the right to:
 - 1) to request access to the content of his personal data and to rectify them (correct, complete incomplete personal data), limit the processing in case of, among others, questioning their accuracy, or to delete unjustifiably processed data;

- 2) transfer of personal data, i.e. to receive these personal data in a structured, commonly used machine-readable format and the right to request the transmission of personal data to another controller, if technically possible.
 - 3) object to the processing of data or withdraw consent at any time; however, the withdrawal of consent will not affect the lawfulness of data processing on the basis of consent in the period before its withdrawal.
33. In order to exercise the above rights, please contact the Controller. Contact details are indicated in point 27.
 34. In the event that the processing of customer's personal data by the Organizer violates the provisions of GDPR, the customer has the right to lodge a complaint with the supervisory body of the President of the Office for the Protection of Personal Data.
 35. The customer has the right to object at any time to the processing of personal data in order to establish, assert, or defend against claims related to the deposit of an item to the depository or processing of personal data. A special situation has to be the reason for this opposition. After receiving the objection, the Organizer will stop processing the customer's personal data disclosed in the depository receipt for purpose or purposes to which the customer raised objections, unless the Organizer demonstrates the existence of legally valid grounds for processing, overriding the interests of the customer, rights and freedoms or grounds for establishing, investigating or defending against claims.
 36. In order to exercise the right of objection, please contact the Organizer. Contact details are indicated in point 27.
 37. Providing data is voluntary, but it is necessary to achieve the objectives mentioned above in point 28.
 38. The provisions of these terms and conditions are interpreted in accordance with the provisions of generally applicable law in Poland.
 39. The competent court to settle disputes that may arise from the application of these terms and conditions is a court of general jurisdiction in accordance with the applicable provisions in this area.