

TERMS AND CONDITIONS
FOR “THE STORIES OF POLIN” PROJECT

1. These are the Terms and Conditions (hereinafter the “**Terms and Conditions**”) for the www.storiesofpolin.com/pl web platform (hereinafter the “**Platform**”) designated for the Stories of Polin project (hereinafter the “**Project**”).
2. The Platform is operated by **Millionyou spółka z ograniczoną odpowiedzialnością**, with its registered office in Warsaw (ul. Juliana Bruna 9 lok. 28, 02-594 Warsaw), entered in the Register of Companies of the National Court Register with number 0000294773, whose registry files are maintained by the District Court for the Capital City of Warsaw, Thirteenth Commercial Division of the National Court Register, with Taxpayer Identification Number (NIP): 7010092355, Polish Official Business Registry Number (REGON): 141158306 (hereinafter the “**Organiser**”).
3. The platform has been created at the request of **Museum of the History of Polish Jews (*Muzeum Historii Żydów Polskich*) with its registered office in Warsaw (address: ul. Mordechaja Anielewicza 6, 00-157 Warszawa), entered in the register of cultural institutions kept by the Minister of Culture and National Heritage with number RIK 89/2014, NIP: 5252347728; REGON: 140313762** (hereinafter the “**Client**”).
4. Each Platform User shall read these Terms and Conditions before the User starts using functionalities of the Platform. A User’s consent to comply with the Terms and Conditions granted during registration on the Platform shall be tantamount to the full and informed acceptance of the Terms and Conditions.

§ 1

Definitions

1. For the purpose of the Terms and Conditions, the following terms shall have the respective meaning ascribed to them below:
 - 1) **User** – any and each natural person who uses functionalities of the Platform,
 - 2) **Registered User** – a User who has registered with the Platform by filling out the registration form or through Facebook.pl, therefore gaining access to the Platform features referred to in Clause 2.7 of these Terms and Conditions.
 - 3) **Account** – the place on the Platform where a Registered User uses the Platform, available to the Registered User upon entering the previously selected Login and Password or upon logon to the Platform through Facebook.pl,

- 4) **Login** – the e-mail address of the Registered User provided when registering with the Platform or to Facebook.pl,
- 5) **Password** – a sequence of characters that allows access to the Account only to its Registered User – the owner of that Account,
- 6) **Logon** – confirmation of the identity and authorisation of the Registered User through the provision of Login and Password by the Registered User or through Facebook.pl in order to gain access to the Account,
- 7) **Copyright Act** – the Polish Act on Copyright and Related Rights dated 4 February 1994 (Dz.U. [Journal of Laws] 2006 No. 90 item 631),
- 8) **Personal Data Protection Act** – the Polish Personal Data Protection Act dated 29 August 1997 (Dz.U. 2002, no. 101 item 926, as amended),
- 9) **Story** – individual story/anecdote submitted by the User to the Platform,
- 10) **Derivative Work** – a work of authorship within the meaning of Section 2 that is derived from the original work of authorship by another author, without prejudice to the original work of authorship, including but not limited to: modifications, translations and adaptations.
- 11) **Interpretation** - a Derivative Work being a modification of (derived from) a Story, submitted to the Platform by a Registered User in Stage II of the Project referred to in Clause 4.1.2 of these Terms and Conditions.
- 12) **Discussion** – an exchange of comments posted by Registered Users on the Platform in respect of a Story/Interpretation,
- 13) **Facebook.pl** – the international, free social website, operating in accordance with the provisions of law,
- 14) **Instagram** – the image sharing social website that offers hosting images, linked to the application with the same name,
- 15) **Moderator** – a person appointed by the Organiser who manages the technical aspects of the Platform and moderates Stories/Interpretations/Discussions posted on the Platform by Registered Users, subject to Clauses 2.10 – 2.14 of these Terms and Conditions.

§ 2

Purposes/Features of the Platform

1. The Organiser shall provide to the Users a service involving the provision of access to the Platform.
2. The use of the Platform shall be voluntary and free of charge.
3. Users shall not be entitled to any remuneration for using the Platform.
4. The Purpose of the Platform shall be to:

- 1) gather stories of encounters with Jewish culture from people all over the world,
- 2) have the Platform Users participate actively in discovering and presenting the broadly understood history and culture of people of Jewish origin,
- 3) involve the Platform Users in mutual dialogue,
- 4) promote the Museum of the History of Polish Jews.
5. The Organiser shall offer the following features to the Users of the Platform:
 - 1) the ability to browse the content posted on the Platform,
 - 2) the ability to browse the Stories and Interpretations posted on the Platform by Registered Users,
 - 3) the ability to follow the Discussions posted on the Platform by Registered Users.
7. The Organiser shall offer the following additional features to the Registered Users of the Platform:
 - 1) the ability to post Stories/Interpretations on the Platform,
 - 2) the ability to engage in Discussions.
8. Stories/Interpretations may have the form of:
 - 1) photographs and images in the form of files with the following extensions: bmp, .jpg, .jpeg, .gif, .png, with an individual size of up to 2 MB,
 - 2) audio files with the following extensions: .wav, mp4, .wmv, .mp3, with an individual size of up to 60 MB,
 - 3) audiovisual files with the following extensions: .mov, .mpg, .mp4, .avi, with an individual size of up to 500 MB,
 - 4) text files with the following extensions: .doc, .pdf, .docx, .ppt, .xls, .pptx, .xlsx, with an individual size of up to 10 MB.
9. The Organiser shall have the right to organise competitions for the Registered Users of the Platform, with the proviso that such competitions may not take the form of a game of chance, raffle, bet, sweepstake or another game whose result depends on chance within the meaning of the Polish Gambling Act of 19 November 2009 (Dz.U. No.201, item 1540, as amended).
10. If the right referred to in Clause 2.9 above is exercised, then the Organiser shall have the right to award prizes to the Users whose Stories/Interpretations will have been selected by the jury appointed for this purpose.
11. Each Story/Interpretation submitted by a Registered User to the Platform shall be moderated by the Organiser. If the result of the moderation is positive, the Story shall be made visible on the Platform within 48 hours from the time of its submission through the Platform.
12. If the result of the moderation is negative, the Organiser shall notify the Registered User who submitted the Story/Interpretation, by electronic means of communication (to the e-mail address provided upon registration), of the reasons for the refusal to make the Story/Interpretation available on the Platform.

13. The Organiser shall also have the right to moderate Discussions.
14. The moderation referred to in Clause 2.13 above shall take place following the posting by Registered Users to the Platform of its parts (posts/comments).
15. The negative result of the moderation referred to in Clauses 2.13 and 2.14 above shall result in the deletion of the inappropriate post/comment from the Platform.
16. The Organiser shall have the right not to make a Story/Interpretation available on the Platform or to remove it at a later date or to delete a part of a Discussion (a post/comment), if through submitting the Story/Interpretation/the part of the Discussion, the User:
 - 1) infringes the honour, dignity, reputation or other personal rights of any third party,
 - 2) infringes the applicable law, rules of social conduct and/or established customs,
 - 3) disseminates content that is generally deemed as infringing established customs, moral principles, honour or personal rights of any third party, is generally deemed as socially unacceptable, offensive or infringing the basic rules of etiquette,
 - 4) disseminates pornography,
 - 5) furthers a political agenda,
 - 6) discriminates any third party, in particular on the grounds of sex, age, disability, race, religion, nationality, political beliefs, ethnic background, creed and/or sexual orientation.
 - 7) offends the religious beliefs of any third party,
 - 8) breaches any other provision of the Platform Terms and Conditions.

§ 3

Registration with the Platform

1. Registration with the Platform shall be necessary to use the features referred to in Clause 2.7 of these Terms and Conditions.
2. Users below the age of majority may Register with the Platform, with the proviso that the use of the Platform resources that require the transfer of copyrights, grant of a license, sublicense or other statement of intent or the receipt of any possible award referred to in Clause 5.1 of these Terms and Conditions shall require the consent of the minor Registered User's statutory representative, to be made in writing or else be invalid and to be provided on the Organiser's first request.
3. In order to validly register with the Platform, a User shall be required to:
 - 1) read and approve these Terms and Conditions,
 - 2) fill out the registration form, to include the following data of the User:
 - a) given name,
 - b) surname,
 - c) nickname (User name)

- d) e-mail address,
- e) country of origin,
- f) year of birth

3) consent to the processing of the personal data referred to in Clause 3.3.2 above, in accordance with the provisions of Clause 9 of these Terms and Conditions.

4) provide a unique User name (Login).

4. A User may register through Facebook.pl.

5. If a User chooses to exercise the option referred to in Clause 3.4 above, then the User consents to the processing by the Organiser of such User's personal data that is publicly available on the Registered User's individual Facebook.pl account. Such data shall be processed by the Organiser in accordance with the provisions of Clause 9 of these Terms and Conditions.

6. The User shall receive his/her individual password to the e-mail address provided in the registration form allowing them to log in to the Platform for the first time.

7. The password received in accordance with Clause 3.6 above may be changed by the Registered User at any time following logging into the Platform.

8. Once the activities set forth above have been duly performed, the Registered User shall grant access to the features of the Platform referred to in Clause 2.7 of these Terms and Conditions.

9. Any Registered User may change the data posted with his/her Account and may manage any Stories/Interpretations submitted through his/her Account.

10. The removal of a Story/Interpretation from the Platform by a Registered User shall not be tantamount to the revocation of the license referred to in Clause 7.2 of these Terms and Conditions.

11. A Registered User may unregister from the base of the Registered Users of the Platform at any time. In order to deregister validly, a Registered User shall be required to send an e-mail to the Organiser to the address: hello@storiesofpolin.com requesting for his/her deregistration from the base of the Registered Users of the Platform.

12. The Organiser may delete a Registered User's Account from the Platform also if:

- 1) the Registered User promotes or advertises any products, services, his/her or another person's business, in particular through disseminating commercial information or spamming,
- 2) the Registered User provides misleading information concerning his/her identity and/or place of residence,
- 3) the Registered User infringes the honour, dignity, and/or other rights (in particular personal rights) of any third party,
- 4) the Registered User infringes any applicable laws, rules of social conduct and/or established customs,
- 5) information made available on the Platform is used for any illegal purpose,

- 6) the Registered User discriminates any third party on the Platform, in particular on the grounds of sex, age, disability, race, religion, nationality, political beliefs, ethnic background, creed and/or sexual orientation,
 - 7) the Registered User disseminates pornography through the Platform,
 - 8) the Registered User disseminates a political agenda through the Platform,
 - 9) the Registered User disseminates information and/or materials that infringe the law, established customs or moral principles, infringe the dignity or personal rights of any third party or are generally deemed as socially unacceptable, offensive or infringing the basic rules of etiquette,
 - 10) the Registered User engages in any other activity that infringes the law, established customs or these Terms and Conditions,
 - 11) the Registered User offends the religious beliefs of any third party,
 - 12) the Registered User uses more than one Account.
13. If the situation referred to in Clause 3.12.12 above occurs, then the Organiser shall contact the Registered User in order to decide together which of the Accounts to delete.

§ 4

Project rules and timeline

1. The Project shall be available to Users from 15 August 2014 to 14 April 2015, in accordance with the following timeline:
 - 1) Stage I of the Project - from 2 August 2014 to 14 April 2015, with the proviso that only the Stories submitted by 28 February 2015 shall be considered when selecting the best Stories for the purposes of the Awards referred to in Clause 5.1 of these Terms and Conditions,
 - 2) Stage II of the Project – from the publication of a sufficient number of Stories in Stage I until 31 March 2015,
 - 3) Announcement of the results of Stage I of the Project – 13 March 2015,
 - 4) Announcement of the results of Stage II of the Project – 14 April 2015.
2. The Stages referred to in the preceding Subsection shall not take place consecutively.
3. Stage II shall start during the course of Stage I, with the proviso set forth in Clause 4.1.1 above.
4. In Stage I, Registered Users shall be able to submit to the Platform the Stories of their own experiences/observations concerning the culture and/or history of people of Jewish origin.
5. A Registered User may submit any number of Stories, subject to Clause 4.9 below.
6. In Stage II, Registered Users shall be able to download Stories submitted by other Registered Users in Stage I.
7. Having performed the activities referred to in Clause 4.6 above, the Registered Users shall be able to prepare an Interpretation of the downloaded Story in order to submit the Interpretation to the Platform.

8. The Registered User who is the author of a Story downloaded in accordance with Clause 4.6 above shall receive notification of the fact that his/her Story was downloaded by another Registered User.
9. When submitting an Interpretation to the Platform, the Registered User shall be required to name the Story on which his/her Interpretation is based.
10. Through submitting a Story/Interpretation to the Platform, the Registered User represents that:
 - 1) he/she is the sole owner or legal holder of the economic copyrights and derivative rights to the Story/Interpretation as a whole and to each specific (creative) element of the Story/Interpretation, in particular to the photographs, music and images,
 - 2) he/she has obtained consents from all the persons (or their respective legal successors) whose image (which shall include voice) is used in the Story/Interpretation to record and subsequently distribute as a part of the Story such images (likings), voices, etc., in the scope set forth in Clause 7.2 of these Terms and Conditions,
 - 3) he/she has the right to provide the Organiser with all the required licenses and consents set forth in these Terms and Conditions,
 - 4) the submission of the Story/Interpretation to the Platform will not result in the infringement of any third party rights, in particular of intellectual property rights and/or personal rights,
 - 5) he/she accepts full liability for any consequences of the submission to the Platform of the Story/Interpretation and of any content that constitutes intellectual property,
 - 6) the Story/Interpretation has not been commissioned for a fee by the Registered User or by any other person,
 - 7) the project jury members, or Relatives thereof as defined in Clause 5.10 of the Terms and Conditions, have not been involved in the creation of the Story/Interpretation,
 - 8) the Story/Interpretation does not advertise any products, services, brands or personal business of the Registered User or of any third party (no logos and/or brands of any products, devices, organisations etc. shall be admissible).
11. Participation in the Project shall be at the Registered User's sole cost and risk. The Registered User shall incur any and all costs related to preparing the Story/Interpretation and submitting it properly to the Project (e.g. cost of internet connection).
12. The Organiser reserves the right to disqualify from the Project (irrespective of its stage or following the conclusion of the Project) any Story/Interpretation that, in the opinion of the Organiser, infringes the rights of other persons (including, but not limited to, copyrights, related rights and/or the right to protect image or other personal rights) or breaches the Project Terms and Conditions of the Platform or other provisions of law and/or generally accepted social norms and/or the rules of social conduct. Disqualification of a Story/Interpretation from the Project shall be at the sole discretion of the Organiser.

§ 5

Awards and awarding rules

1. The following Awards shall be awarded in the Project (hereinafter referred to individually as an **“Award”** and collectively as the **“Awards”**):
 - 1) in Stage I – 50 (fifty) Awards that are a collection of gadgets shown on historiepolin.pl worth PLN 300 each, with the proviso set forth in Clause 4.1.1 of these Terms and Conditions. The organiser reserves the right to alter a design and overprints of the presented visualisation of the gadgets. The Stories awarded under this stage will be posted on the website and on the Client’s social media profiles.
 - 2) in Stage II – 20 (twenty) cash Awards of PLN 1,500 each. The Interpretations awarded under this stage will be posted on the website and on the Client’s social media profiles and displayed in Client’s seat in 2015.
2. The Awards referred to in Clause 5.1.1 above shall be awarded to fifty Stories selected by the Jury appointed for this purpose, according to the criteria set forth in Clause 5.5 below.
3. The Awards referred to in Clause 5.1.2 above shall be awarded to twenty Interpretations selected by the Jury appointed for this purpose, according to the criteria set forth in Clause 5.5 below, with the proviso that in this Stage, Awards shall be awarded only to the authors of Interpretations. The authors of the Stories on which the awarded Interpretations were based shall not receive any Awards unless their Stories were awarded separately in Stage I of the Project.
4. The amounts of the Awards will be net of any taxes payable according to applicable regulations.
5. Story/Interpretation shall be considered by the Project Jury in accordance with the following criteria:
 - 1) compliance with the Terms and Conditions for the Platform,
 - 2) compliance with the Project theme and its rules,
 - 3) content value of the Story/Interpretation submitted,
 - 4) creative element of presenting the Story/Interpretation,
 - 5) artistic value of presenting the Story/Interpretation,
6. Any decisions by the Project jury in respect of Awards shall be final and may not be appealed against. The decisions of the jury shall be announced on the Platform.
7. The Organiser reserves the right to contact only the Registered Users who are the authors of the Awarded Stories/Interpretations.
8. The Organiser stipulates that it shall contact the User referred to in Clause 5.7 above by the means chosen by the Organiser, with the use of the contact details provided at registration.
9. The Organiser shall be entitled to post name, surname and login of a Registered user whose Story/Interpretation has been Awarded, on the Platform.

10. The Organiser's employees, their relatives, members of the Project jury and their relatives, i.e. spouses, lineal relatives and collateral relatives and relatives by affinity within the fourth degree may not participate in the Project.
11. Any Awards shall be handed out following the signing and the provision to the Organiser by the Registered User of an agreement transferring, from the Author to the Organiser, all the economic copyrights and related rights to the Awarded Story/Interpretation and granting permissions to create, use and dispose of rights to works derived from the Awarded Story/Interpretation (hereinafter the "**Agreement**"). The refusal to sign such agreement by the Registered User is tantamount with declining the Award.
12. The Registered User may request the template agreement from the Organiser to familiarize with the content thereof. The Registered User should for this purpose send an e-mail to the Organiser to hello@storiesofpolin.com, requesting the template agreement.
13. In the case of refusal to sign the Agreement, if the Award has already been handed out, then the Registered User whose Story/Interpretation received the Award shall return the Award immediately (within 30 days from the date of receipt of the request to return the Award).
14. The Awards shall be handed out to the Awarded Registered Users within 30 business days from the date of receipt to the Organiser of the Agreement, to the bank account specified in the personal questionnaire that constitutes an integral part of the Agreement.

§ 6

Liability

1. If the representations referred to in Clause 4.10 prove inconsistent with the facts and the Registered User breaches, through his/her action or omission, any provisions of law, then the User shall indemnify the Organiser from any liability in this respect and shall satisfy any third party claims.
2. If any third party brings any claim against the Organiser arising from the breach of any of such third party's rights in connection with any Story/Interpretation or any element thereof submitted to the Platform by a Registered User, then the Organiser shall notify the Registered User thereof and the Registered User shall promptly indemnify the Organiser by way of reimbursing the Organiser for any costs incurred in connection with the third party claims and shall redress any damage incurred by the Organiser as a result of the brought claims.
3. If the dispute referred to in Clause 6.2 above is brought to court, the Registered User shall subrogate Organiser in the legal proceeding or join Organiser in its participation in such legal proceeding as a third-party respondent as well as shall forthwith refund all costs incurred by MillionYou related to the breach of third party rights, in particular costs of legal services, costs

related to legal representation, costs of legal procedures and costs related to satisfaction of judgment regarding the breach of third party rights, on the first demand by the Organiser.

4. The provisions of Clauses 6.2 and 6.3 above shall be binding on the Registered User also following the removal of the Story/Interpretation from the Platform or following the deregistration/deletion of the User's Account from the Platform.
5. The Organiser shall promptly (by e-mail) notify the Registered User that has posted the Story/Interpretation on the Platform of any claim brought against the Organiser by any third party/parties as a result of the infringement of such third party rights and shall notify (by e-mail) the Registered User that has submitted the disputed Story/Interpretation of any claim brought against the Organiser by any third party/parties as a result of the infringement of such third party rights.
6. If a User breaches criminal law in connection with him/her using the Platform, then the Organiser shall notify the relevant law enforcement agencies.
7. Any User may provide his/her e-mail address in order to allow the Organiser to send electronic bulletins with the frequency set forth by the Organiser (hereinafter the "**Newsletter**").
8. It shall be possible to sign out from the list of Users that receive the Newsletter by sending an e-mail to the Organiser at the address hello@storiesofpolin.com containing a request to no longer receive the Newsletter.
9. The Organiser represents that in cases stipulated by law, it shall provide on each request of the court or relevant authorities any and all so requested information in the Organiser's possession concerning the Author, including the IP address used by the Registered User to submit the Story/Interpretation to the Platform.
10. If a User receives any unsolicited or unwanted mail (so-called spam), he/she should notify the Organiser so that the Organiser can eliminate such undesirable behaviour.
11. If any links to other websites are posted on the Platform by Registered Users, then the Organiser shall not be liable for the content of such websites, their terms and conditions and/or privacy policies. Such websites are beyond the Organiser's control.

§ 7

Copyrights

1. All copyrights to the Platform, except for Stories/Interpretations, for which the Organiser has been granted licenses, rights and consent pursuant to these Terms and Conditions, in particular rights to the Platform's logo and layout, to any competitions held on the Platform and to the content of the Platform, belong to the Organiser. Any trademarks published on the Platform are protected pursuant to the provisions of the Industrial Property Law of 30 June (Dz.U. 2003, no. 119, item 1117, as amended) and pursuant to other laws (including international treaties) and

any use by any User or by any other unauthorised person without the prior written consent of the Organiser and of the Client shall be prohibited.

2. Through submitting a Story/Interpretation to the Platform, irrespective of its subsequent editing and/or use, the Registered User grants a gratuitous, non-exclusive and territorially unrestricted license for a period of five (5) years (hereinafter the “**License**”) to the Organiser for the use of the Story/Interpretation as a whole and for the use of any of the elements of the Story/Interpretation, for their distribution and for making them available, including for the exercise of any copyrights and/or derivative rights to the Story/Interpretation, and to use (distribute, make available) the images of individuals and legal persons recorded in the Story/Interpretation in the following fields of use:
 - 1) in respect of recording and reproduction of the Story/Interpretation and/or its elements: to produce with the use of any technology, including print, photocopy, magnetic record, digital, photographic, audiovisual, optic, print, computer, video and/or any other technology, to enter to computer memory, to transmit through a multimedia, computer and/or IT network, including the Internet, on the following storage media: audiovisual, digital, analogue, cassettes, compact disks, CDs, VCDs, DVDs and other;
 - 2) in respect of trading in originals or copies on which the Story/Interpretation and/or any elements thereof are recorded: to introduce these originals or copies into trading, lend for use and lease;
 - 3) in respect of distribution of the Story/Interpretation and/or any elements thereof in a manner other than those specified in Clause 7.2.2. above – to perform in public, stage, screen, play back and broadcast, rebroadcast, and make them publicly available so that anyone can access them at a place and time of their choice, on the Internet, intranet and other IT, multimedia and computer networks;
 - 4) to prepare foreign language versions of the Stories/Interpretations and/or their elements;
 - 5) to broadcast video or audio of the Story/Interpretation or any elements thereof by cable or wireless, by terrestrial or satellite broadcast (with the use of coded or uncoded signal), along with the right to rebroadcast and retransmit them in digital platforms and/or cable networks, concurrent integral broadcast, exploitation in the “pay per view”, “video on demand” and “video streaming” technology, as true tone and Internet TV;
 - 6) to use the Stories/Interpretations and/or their elements, as a whole or in parts, including in compilations, collections, multi-authored works or combinations with other works of authorship, in various modified or abridged versions, in versions with modified illustrations and/or included information; in movies and other audiovisual works;
 - 7) as any use of the Story/Interpretation or any elements thereof in any information, advertising or promotional communications – in any medium (including the Facebook.pl social media

portal and Instagram), through any distribution channel, including films, trailers, photos, reviews, descriptions, comments, music videos and other audiovisual works of authorship, in television and radio programmes, competitions, shows; television, radio, outdoor, printed and Internet advertisements and in any other area that involves informing about the production or use of audiovisual works of authorship or marketing and advertising of such works of authorship, in unrestricted number of broadcasts or runs;

- 8) record the Story/Interpretation and/or any elements thereof in computer memory,
 - 9) in respect of related rights, the permission shall in particular involve the right to permit the exercise of related rights to the Story/Interpretation, and the right to remake, modify, update, alter, abridge, continue, etc. and to utilise and dispose of the same in the fields of use listed in Clauses 6.1-6.8 hereinabove, and the right to grant further permits to do so to any third parties.
3. The Registered User may not object without a justified and important reason to the use and/or distribution of an element of a Story/Interpretation submitted to the Organiser through the Platform in the form referred to in Clause 2.8.3 above in any field of use that may appear following its submission.
 4. The Registered User hereby grants for the duration of the License the gratuitous, non-exclusive, territorially unrestricted consent to the Organiser for the exercise by the Organiser of the right to grant sublicenses in respect of the rights held by the Organiser, in particular in the scope set forth in Clauses 7.2.1 – 7.2.9 above.
 5. The Organiser shall not have an obligation to distribute any Story/Interpretation and/or any element thereof. The lack of distribution thereof shall not constitute the grounds for the rescission or termination of the License by the Registered User. The Organiser shall not be liable for damages pursuant to Section 57.1 or Section 57.2 of the Copyright Act on these grounds.
 6. Through submitting a Story/Interpretation to the Platform, the Registered User agrees for the duration of the License not to exercise his/her moral copyrights referred to in Section 16 of the Copyright Act concerning decisions on how to use the Story/Interpretation and/or any part thereof, concerning decisions when to make the Submission first available and subsequently available, including making it available anonymously.
 7. The Registered User hereby authorises the Organiser to exercise the rights referred to in Clause 7.6 above on behalf of the Registered User and to authorise third parties to exercise such rights.
 8. Through submitting a Story to the Platform, the Registered User consents to the downloading of the submitted Story by other Registered User and/or by the Client, to recording the Story in computer memory and to the creation of derivative works (Interpretations) derived from the Story in accordance with the provisions of these Terms and Conditions.

9. A Registered User may choose to transfer to the Organiser, free of charge, the economic copyrights, neighbouring rights and derivative rights (including the right to consent to the exercise of derivative rights) in the fields of use listed in Clause 7.2 above to not awarded Stories/Interpretations in order to allow the Organiser to continue to use them after the expiration of the period for which the License was granted. In order to do so, the Registered User may contact the Organiser by e-mail at the address hello@storiesofpolin.com and declare his/her intent to sign a relevant agreement.

§ 8

Technical requirements for the use of the Platform resources

1. In order to be able to properly use the Platform features:
 - 1) the User must have Internet access,
 - 2) the User must have an individual electronic mail (e-mail) account,
 - 3) the User must have one of the following web browsers in a version not lower than that stated in the bracket: Internet Explorer (8), Firefox (18), Chrome (24),
 - 4) the User must have the following software: Adobe Reader and Adobe Flash Player or their substitutes.

§ 9

Personal Data

1. The grant by a Registered User of the consent to process his/her Personal Data within the meaning of the Personal Data Protection Act shall be voluntary, yet required for the submission by the Registered User of a Story/Interpretation to the Platform.
2. Users' personal data shall be processed in the scope necessary to obtain the purpose of efficient functioning of the Platform, including the establishment of efficient communication between Users and the Organiser, i.e.:
 - 1) name,
 - 2) surname,
 - 3) nickname (User name),
 - 4) country of origin,
 - 5) year of birth,
 - 6) e-mail address.
3. **MillionYou Creative spółka z ograniczoną odpowiedzialnością** shall act as an administrator (hereinafter the "**Administrator**") of the personal data as defined in the Personal Data Protection Act.

4. The Organiser shall process the personal data of Registered Users pursuant to an agreement with the data Administrator, solely for the purpose of ensuring efficient communication with the Registered Users of the Platform in the scope set forth in Clause 9.2 above.
5. The Client shall process the personal data of Registered Users pursuant to an agreement with the data Administrator, solely for the purpose of ensuring efficient communication with the Registered Users of the Platform in the following scope: given name, surname, nickname (User name), e-mail address.
6. In discharge of the disclosure obligation arising from Section 24.1 of the Personal Data Protection Act, the Organiser announces that:
 - 1) the full name of the Administrator is: MillionYou Creative Spółka z ograniczoną odpowiedzialnością.
 - 2) the registered office of the Administrator is in Warsaw, address: ul. Juliana Bruna 9 lok. 28, kod pocztowy [post code] 02-594 Warszawa
 - 3) Registered User's personal data shall be collected in the extent and for the purpose specified in Clause 9.2 hereinabove,
 - 4) the provision of personal data is voluntary. The refusal to provide such data shall be tantamount to the Registered User's resignation from registration on the Platform.
7. The User may modify the personal data provided with the submission of the Story at any time by sending an e-mail to the Organiser on hello@storiesofpolin.com with the information of such modified personal data.
8. The User may at any time withdraw the consent referred to in Clause 9.1 above by sending an e-mail to the Organiser on hello@storiesofpolin.com. The withdrawal of the consent shall, however, be tantamount to a request to remove the User from the Platform.

§ 10

Complaints Procedure

1. Each User shall have the right to file complaints with the Organiser concerning undue provision of the services related to the Platform functionality.
2. Complaints should be submitted to the address:
MillionYou sp. z o.o.
Ul. Koszykowa 79A/45
02-008 Warszawa
or in electronic form to the e-mail address: hello@storiesofpolin.com.
3. Users are asked to state the underlying grievances in the complaint.
4. A complaint should include the full name of the User that submits the complaint.
5. Complaints shall be considered as they are received by the Organiser, with a proviso that the Organiser shall consider each complaint within 14 days from its delivery to the Organiser.

6. The User shall receive a response to the complaint by electronic means of communication, to the e-mail address provided in the registration form.
7. A complaint or notification in particular may not concern any defect, shortcoming or inability to use functionalities of the Platform that would arise from:
 - 1) the User's failure to fulfil the technical requirements listed in Clause 8 of the Terms and Conditions;
 - 2) a User's error or mistake;
 - 3) an improper use of the Internet, web browser and/or telecommunication connection by the User.
8. The Organiser shall have the right to request further information from the User if they are required to properly consider the User's complaint. In such case, the User's complaint shall be considered within 14 days from the date of effective delivery to the Organiser of such further information.

§ 11

Final Provisions

1. The rights and obligations arising from these Terms and Conditions shall be construed in accordance with the laws of Poland.
2. Any disputes that may arise from the construction of provisions of the Terms and Conditions shall be resolved amicably by the Parties.
3. The valid Terms and Conditions are available on www.storiesofpolin.com/pl for a safe download.
4. The Organiser is entitled to amend the Terms and Conditions.
5. Any amendment of these Terms and Conditions shall take effect:
 - 1) within 7 days from the date of notification of Users by electronic means of communication of the amendment and its scope if such an amendment affects the position of Users,
 - 2) immediately upon notification of Users by electronic means of communication of the amendment and its scope if such an amendment does not affect the position of Users.
6. These Terms and Conditions are available in two language versions, in Polish and in English. In the case of any discrepancy, the Polish version shall prevail.
7. These Terms and Conditions were published on the Platform on 02 August 2014.