

TELEBIM SZCZECIN, MAY 11-12, 2024 APPLICATION - AGREEMENT

1. EXHIBITOR

Company	
Street and number	
Phone/Fax	E-mail
Tax ID number	Contact person (name, phone)
Comments	

2. SUBJECT OF THE ADVERTISEMENT

st the product range that will be advertised please

3. TELEBIM - ADVERTISING MODULES



By signing this Application-Agreement we accept the received and applicable: Rules and Regulations of the "Piknik nad Odrą", Fire regulations applicable on the event site, Detailed Provisions. The proof of payment referred to in the Detailed Provisions is enclosed. We declare that we accept the obligations towards the Organizer resulting from this order.

I agree to the processing of the personal data contained in the form and to the inclusion of the information contained in the form in the database of Zachodniopomorska Agencja Rozwoju Turystyki ZART Sp. z o.o. for the purpose of providing services as part of the "Piknik nad Odrą" event. The data subject has the right to access and correct their data.

I agree that Zachodniopomorska Agencja Rozwoju Turystyki ZART Sp. z o.o. may send commercial (marketing) information concerning the activities of ZART Sp. z o.o. to the e-mail address provided in the form. The respondent has the option to opt out of receiving information at any time. The data subject has the right to access and correct his/her data.

I consent to the use of the telephone and fax number provided for marketing and commercial purposes relating to the activities of ZART Sp. z o.o. The respondent has the possibility to resign from receiving information at any time. The data subject has the right of access to his/her data and their correction.

6. REGULATIONS OF ADVERTISING ON THE LARGE SCREEN

§1

The advertiser declares that he has acquired copyright to advertising materials, or has obtained the appropriate license, and that the rights arising from these orders are not encumbered by the rights of third parties, and that he is liable to the Contractor for any claims in connection with the violation of copyright or related rights and personal rights. The Contractor shall refuse to broadcast advertising spots containing racist and fascist content, containing elements of political agitation, violating the Law on Upbringing in Sobriety and Counteracting Alcoholism, violating good morals and basic principles of social coexistence.

§2

If the guidelines of §1 are not met or the content of the advertisement is contrary to law, decency or morality. The Contractor may refuse to display the advertisement. The Contractor is obliged to notify the Advertiser about the refusal to display the advertisement by phone or e-mail 2 days before the planned emission date. The Advertiser is then entitled to provide a new advertisement.

§3

The advertisement provided by the Advertiser will be displayed relative to other advertisements in the order determined by the Contractor, taking into account the selected frequency.

§4

The Contractor undertakes to implement the campaign, which is the subject of the order, in accordance with the approved offer, which is an integral part of the order, with due diligence and to monitor the quality of its implementation. The parties unanimously declare that they undertake to cooperate in the execution and implementation of the execution of the order. The Contractor undertakes to take into account the Advertiser's justified complaints submitted in writing, and in particular: in the event of a delay or failure during the execution of the order, the Contractor undertakes to extend the emission of advertising spots by an adequate delay or failure, time; in the event of failure to execute the order, the Contractor undertakes to refund the entire amount of remuneration paid for the medium on which the order was not executed. The parties hereby agree that they will use their best efforts to resolve any disputes arising out of or related to this order amicably. Any dispute arising out of or in connection with this order that is not resolved amicably within 7 days after receipt of a notice of dispute with a demand for bargaining by one of the Parties shall be submitted by the Parties for resolution by the courts of general jurisdiction.

§5

If any provision of this Order is found to be invalid and unenforceable, its validity shall not be affected. In such case, the meaning of such provisions shall be interpreted so as to maintain their enforceability under the law.

§6

This order constitutes the entire agreement between the Parties with respect to the subject matter of this order and supersedes all prior agreements, understandings or other both oral and written with respect to the subject matter of this order.

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The order shall enter into force on the date of signing and shall expire on the date of completion of the last emission and payment in full by the Advertiser of the gross remuneration due to the Contractor. Payment on the basis of a VAT invoice with a maximum term of 7 days from the start of the campaign. If the Advertiser withdraws from the order within 14 days from the date of advertisement emission, the Advertiser is obliged to pay 50% of the value of the agreed gross remuneration due to the Contractor. Advertising spots must be made available to the Contractor 3 days before the start of the emission; the transfer of files can be done by email or using file transfer tools; the materials must go directly to the Contractor at piknik@zart.pl.

§8

Any changes or additions to this order, must be notified in writing under pain of nullity.

§9

All disputes arising from this order, shall be subject to the prevailing laws of the Republic of Poland, in particular the Civil Code. Disputes will be resolved by a common court of competent jurisdiction according to the Contractor's registered office.

§10

The Parties undertake to protect Confidential Information and not to disclose such information to third parties without the express written order of the other Party or its written consent. The Parties undertake to use the information and documents obtained only to the extent necessary for the due performance of the contract. The Parties shall have the right to make Confidential Information public to the extent required by law. In the event that a Party violates the provisions of this paragraph, it shall be responsible for repairing the damage suffered by the other Party as a result of such violation. The Parties undertake to provide their representatives and persons employed by them, whose personal data will be disclosed to the other Party to the Agreement as a data controller in connection with the conclusion and performance of the Agreement, with the information known to the transmitting Party, as indicated in Article 14. of Regulation No. 679/2016 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/4/EC.

§11

The Contractor does not provide photos of the advertising campaign, unless otherwise agreed by the Parties.

§12

This Agreement is executed in two identical copies, one for each Party.