

TERMS OF COOPERATION WITH SPINOFF FOTOFESTIWAL 2026

I. General provisions

1. The organiser of SpinOff Fotofestiwal 2026 (hereinafter referred to as "SpinOff Fotofestiwal") is Fundacja Edukacji Wizualnej, ul. Tymienieckiego 3, 90-365 Lodz, entered in the National Court Register maintained by the District Court for Lodz-Śródmieście, XX Economic Division of the National Court Register under the KRS no. 0000155981, with NIP number: 982-03-06-234, REGON: 473145380 (hereinafter referred to as the "Organizer").
2. SpinOff Fotofestiwal is held concurrently with the International Festival of Photography in Lodz, Poland, which was created and is managed by the Organizer. Spinoff Fotofestiwal is an undertaking that brings together events organised by such entities as. galleries, community centres, libraries, clubhouses, and other exhibition spaces, as well as by the artists themselves (hereinafter referred to as " Partners "). These regulations (hereinafter referred to as " Regulations ") define terms and conditions of participation in SpinOff Fotofestiwal and rules of cooperation between the Organizer and the Partners.
3. SpinOff Fotofestiwal will take place from June 3 to June 14, 2026.
4. The Regulations are available for review on the official website of the Organizer.
5. The email address for contact in matters related to SpinOff Fotofestiwal is as follows. address: spinoff@fotofestiwal.com. Everyone has the right to ask the Organiser for clarification of the content contained in the Terms.
6. Recruitment of Partners to participate in SpinOff Fotofestiwal is open to all.

II. Conditions of participation in SpinOff Fotofestiwal

1. Partners of SpinOff Fotofestiwal may be both natural persons and legal entities conducting exhibition activities related to visual arts, who by March 16, 2026 complete the online application form: <https://forms.gle/aMTX8QHmsJZgemJR9> . Completion of the application form application form is tantamount to acceptance of the terms and conditions.
2. The application will be for the organisation of the event/exhibition described in the application form. The event/exhibition may also be jointly organised by two or more Partners.

III. Terms of cooperation between the Partner and the Organiser

1. The Partner undertakes to organise an exhibition/event related to the visual arts visual arts, included and described in detail in the application, which will take place between 3-14 June 2026. The specific date of the opening and the opening hours of the exhibition will be determined by the Organizer in consultation with the Partner.
2. In connection with the above, the Partner declares that he is entitled to organise the exhibition/event at the place indicated in the application form. The Partner undertakes to

obtain on its behalf all necessary consents for the use of works presented during the exhibition/event (e.g., from authors of presented works protected by copyright laws and persons whose image is distributed in the aforementioned works).

3. From among the submitted applications to the Project, within 10 days after the end of the call, Partners of the 3rd edition of SpinOff Fotofestival will be selected. The Organizer reserves the right to select a certain number of Partners, which will depend on the content-related quality of applications and the artistic dimension of the proposed event. The project as a Partner is made by a specially appointed group of external experts and is a decision that cannot be appealed. The selection decision will be communicated to the Partner by the Organizer via email. Information about the Partners and the exhibitions/events they organise will be also published on the Organizer's website and the official fanpage on Facebook and Instagram.

4. The Partner undertakes to provide exhibition space in connection with the organised exhibition/event, i.e., in particular, to find the location, assembly, and disassembly of the exhibition, to finance the production and manufacture of the objects that make up the exhibition/event.

5. In connection with qualifying for participation in SpinOff Fotofestival, the Partner shall not be entitled to any financial claim to the Organiser related to the organisation and financing of the exhibition/event.

6. In connection with cooperation with the Organizer within the SpinOff Fotofestival, the Partner shall be entitled to the title of "SpinOff Fotofestival Partner".

7. After qualifying as a Spinoff Partner of Fotofestival, the applicant has 7 days to confirm its participation.

9. Information about the exhibition/event will be placed by the Organiser on the website Organizer's website, profiles on social networking sites managed by the Organiser, and in all promotional materials regarding SpinOff Fotofestival.

9. Promotional materials – deadlines and requirements. The Partner undertakes to provide the Organizer with the following materials by April 30, 2026:

- High-quality photos (min. 3 photos, JPG format, min. 2000px on the longer side)
- Final descriptions of the exhibition/event (title, description max. 500 characters, extended description max. 1500 characters)
- Information about the exhibition opening days and hours
- Contact details (phone, email, location address)
- Links to Instagram/Facebook profiles of artists/curators/galleries

After April 30, 2026, the Organizer will not accept any changes or additions to promotional materials. Failure to deliver materials by the deadline may result in exclusion from participation in the festival.

10. The Partner acknowledges that the Organizer is responsible for creating the festival schedule and setting specific dates for the openings of individual exhibitions. The Organizer

will endeavor to take the Partner's preferences into account, but the final decision regarding the date and time of the opening rests with the Organizer.

11. All promotional materials will be accompanied by the logo: "SpinOff Fotofestiwal".

12. The Partner agrees to tag (mark) the exhibition/event with the Organizer's markings and to inform in the distributed posts (concerning the exhibition/event) on their managed profiles on social networks about SpinOff Fotofestiwal and the International Festival of Photography in Lodz - Fotofestiwal 2026 #fotofestiwal #spinofffotofestiwal and financing institutions indicated by the Organizer.

IV. Grant of licence by the Partner to the works presented as part of the exhibition/event

1. The Partner grants the Organizer a non-exclusive and royalty-free license, without territorial restrictions, to works presented as part of the exhibition/event in order to promote SpinOff Fotofestiwal and the International Festival of Photography in Lodz and the Organizer and the exhibition/event in the following fields of exploitation (to the extent necessary to adapt the works to promotional formats, including cropping, changing resolution, combining with other graphic elements, and marking with the logos of partners and funding institutions): recording and multiplication in any number by all known currently known techniques; dissemination, including marketing, rental, lending and transfer free of charge; introduction into computer memory; computer processing and processing on the network and locally; exhibitions, displays, and making available to the public, making available through a computer network or other electronic transmission network dissemination on the Organizer's website and social networks operated by the Organizer.

2. The aforementioned license is granted for the duration of SpinOff Fotofestiwal and the International Festival of Photography in Lodz in a given edition in which the Partner participates, and for an indefinite period for archival purposes.

3. The partner declares that he is entitled by the author's economic rights to works presented as part of the exhibition/event to such an extent that he can grant to the Organizer the aforementioned license with sublicense to the aforementioned works. Partner also declares that the distribution of the aforementioned works within the framework of the exhibition/event and activities associated with them will not violate anyone's image rights, and that it has obtained the legally required consents in this regard lawful consents.

4. The Partner declares that the exercise by the Organizer of the rights granted to it under the aforementioned license shall not violate the law, morality, principles of social coexistence, rights, or legally protected goods of third parties.

V. Personal data

1. The administrator of personal data is the Visual Education Foundation with its registered office in Łódź (90-365), ul. Tymienieckiego 3, KRS 0000155981, NIP: 982-03-06-234, REGON: 473145380 (hereinafter: "Administrator").

2. The personal data of applicants/Partners is processed for the purpose of recruitment to SpinOff Fotofestiwal, cooperation, and the fulfillment of legal obligations incumbent on the Administrator.
3. The legal basis for data processing is Article 6(1)(b) of the GDPR (taking steps prior to entering into a contract and performing the contract), Article 6(1)(c) of the GDPR (legal obligations), and Article 6(1)(f) of the GDPR (the legitimate interest of the Controller related to the organization and promotion of the event and the pursuit of claims).
4. Providing data is voluntary, but necessary for participation in the recruitment process and cooperation. Failure to provide data will prevent participation in SpinOff Fotofestiwal.
5. Data may be shared with entities cooperating with the Administrator in the field of organizational, legal, accounting, and IT services for the event, as well as with entities authorized under the law. In connection with the use of IT tools and social media, data may be transferred outside the European Economic Area in accordance with applicable law.
6. The data will be stored for the period necessary to conduct the recruitment process and implement the cooperation, and after its completion for the period required by law or until the expiry of any claims.
7. The data subject has the right to access, rectify, delete, restrict processing, object to, and, to the extent provided for by law, transfer data.
8. The data subject has the right to lodge a complaint with the President of the Personal Data Protection Office.
9. Personal data will not be used for automated decision-making or profiling.

VI. Final Provisions

1. Any additional information about cooperation within the framework of Fotofestiwal Spinoff can be obtained, by email to: spinoff@fotofestiwal.com.
2. All content included in the SpinOff Fotofestiwal advertising and promotional materials is informational only. Only the provisions of the Terms have legal force.
3. The Organizer shall not be liable for incorrect data provided in the Application.
4. The Organizer reserves the right to make changes to the Terms. In matters not regulated by the Terms, the provisions of the Civil Code and the Act on Copyright and Related Rights shall apply.
5. Amendments to the Regulations shall enter into force on the date of their publication on the Organizer's website. The amendments shall not affect the rights and obligations arising prior to their entry into force.