

Rules of Cooperation of the Mieczysław Karłowicz Philharmonic in Szczecin  
at the joint realization of events

§1

1. Hereby Rules define the principles of cooperation between the Mieczysław Karłowicz Philharmonic in Szczecin (hereinafter referred to as the "Philharmonic") and entities interested in cooperation (hereinafter referred to as "Interested") in the field of joint realization of events at the Philharmonic. The condition for undertaking such cooperation on the following principles is the organization of an event consistent with the program assumptions and statutory objectives of the Philharmonic.
2. Pursuant to the principles set out in these Rules, the Philharmonic provides for the possibility of joint realization of events in the form of:
  - 1) co-organization,
  - 2) partnership.
3. Powers and duties of the Interested and the Philharmonic related to the realization of the event on the basis of:
  - 1) "co-organization" are regulated by the provisions of § 3 of the Rules;
  - 2) "partnership" are regulated by the provisions of § 4 of the Rules.

§2

1. The Interested submits to the Philharmonic a cooperation proposal within the minimum period of 5 months before the planned event.
2. In order to submit the proposal referred to in para. 1, please fill in the form constituting Appendix No. 1 to these Rules. The signed form may be sent to the Philharmonic by traditional mail or - in the form of a scan - by email to the following address: [wynajmy@filharmonia.szczecin.pl](mailto:wynajmy@filharmonia.szczecin.pl).
3. Submission of a proposal by the Interested is tantamount to submitting a statement of acceptance of the provisions of these Rules.
4. At the stage of considering the proposal, the Philharmonic may ask for the technical details of the event to be provided.
5. The Philharmonic has the right to deliver comments on the program to the Interested, which should be taken into account in the event of cooperation.
6. After verifying the program of the planned event in terms of consistency with its program assumptions and statutory objectives, the Philharmonic will make a decision about establishing, the form and terms of cooperation, and will inform the Interested within 30 days after receiving the proposal.
7. In the event of a positive consideration of the proposal, the detailed terms of cooperation will always be regulated by the contract between the Philharmonic and the Interested.
8. The final booking of the event realization date takes place after payment of the booking fee referred to in §2 para. 9. The payment should be made within a maximum of one month

after the Interested party is informed about possible conditions of cooperation, otherwise, the Philharmonic does not guarantee further availability of the proposed date.

9. The booking fee of 1000 PLN should be paid to the Philharmonic's bank account in PEKAO SA II in Szczecin, number 61 1240 3927 1111 0000 4099 0309 or in cash at the main office of the Philharmonic (open on business days at 9: 00-15:00).
10. In the event of a cancellation on the part of the Interested less than 3 months before the planned event, the Philharmonic may retain the booking fee.
11. At the time of concluding the lease contract, the fee is changed into a returnable deposit for possible damages and contractual penalties. After analyzing the technical details of the event, the Philharmonic has the right to request a larger refundable deposit to secure the damage.
12. In case of positive proposal consideration, the Interested, regardless of the form of cooperation, is obliged to provide the Philharmonic with technical details regarding the planned events no later than 3 months before the event.
13. In case of negative proposal consideration or failure to conclude the contract, the Interested is not entitled to any claims against the Philharmonic.

### §3

1. **Co-organization** is a form of cooperation dedicated to two groups of interested entities on the following principles:

#### 1) the public finance sector and non-governmental organizations

- a) The Philharmonic, as Co-Organizer, provides the Interested with up to 50% discount on the rent for the rental of the Symphony Hall and 15% for the rental of the Chamber Hall, with standard infrastructure and service,
- b) the costs of additional infrastructure and its service shall be charged to the Interested,
- c) costs of contractors' remuneration, music materials, liabilities to ZAiKS, etc. are charged to the Interested,
- d) distribution/sale of tickets is dealt with by the Interested with retaining the right to revenues from sales.
- e) the Philharmonic, as Co-Organizer of the event, provides the possibility to post information about the event in the calendar of events on the website of the Philharmonic, with the annotation event co-organized
- f) the Philharmonic, as Co-Organizer of the event, shall provide the opportunity to post information about the concert in the Philharmonic's newsletter, with the annotation event co-organized

#### 2) public art schools

- a) the Philharmonic as a Co-organizer provides the Interested in a given artistic season with maximum:
  - two free gratuitous renting of the Chamber Hall with standard infrastructure (service costs remain on the side of the Interested);
  - once a 50% discount on the total price of the Symphony Hall;
- b) after exceeding the above-mentioned limits, commercial lease rules will apply,
- c) costs of contractors' remuneration, music materials, liabilities to ZAiKS, etc. are charged to the Interested,

- d) distribution/sale of tickets is dealt with by the Interested with retaining the right to revenues from sales.

2. The duties of the Interested include:

- a) placing the Philharmonic logotype as the "Co-organizer of the event" in all promotional and information materials regarding the event: printed, disseminated electronically, including those published online;
- b) placing the Philharmonic logotype with the following information: "The Mieczysław Karłowicz Philharmonic in Szczecin is the Co-organizer of the event" in press information sent to the media;
- c) placing the Philharmonic logotype with the following information: "The Mieczysław Karłowicz Philharmonic in Szczecin is the Co-organizer of the event" on the website of the Interested information sent to the media;
- d) providing the following information: "The Mieczysław Karłowicz Philharmonic in Szczecin is the Co-organizer of the event" during all media presentations promoting and informing about a given event;
- e) giving to the Philharmonic 16 individual invitations to the event in case of using the Symphony Hall and 8 individual invitations when in the Chamber Hal. For events organized in other spaces, the number of invitations is set individually;
- f) providing photo and film materials - with the transfer of rights to further dissemination for promotional and informational purposes of the Philharmonic (detailed terms and conditions will be always agreed by the Philharmonic with the Interested).

3. Before public access, promotional materials require the acceptance of the Philharmonic in writing or otherwise null and void.

#### §4

1. **Partnership** is a form of cooperation dedicated to all entities on the following principles:

- 1) The Philharmonic, as a Partner, provides the Interested with up to 30% discount on the rent of the Symphony Hall and 10% discount on the rent of the Chamber Hall, with standard infrastructure and service,
- 2) the costs of additional infrastructure and its service shall be charged to the Interested,
- 3) costs of contractors' remuneration, music materials, liabilities to ZAiKS, etc. will be charged to the Interested
- 4) distribution/sale of tickets is dealt with by the Interested with retaining the right to revenues from sales.
- 5) The Philharmonic, as a Partner of the event, provides the opportunity to post information about the event in the calendar of events on the Philharmonic's website, with the addition of a partner event.
- 6) The Philharmonic, as an Event Partner, shall provide the opportunity to include information about the concert in the Philharmonic's newsletter, with the note partner event

2. The duties of the Interested include:

- g) placing the Philharmonic logotype as the "Partner of the event" in all promotional and information materials regarding the event: printed, disseminated electronically, including those published online;

- h) placing the Philharmonic logotype with the following information: "The Mieczysław Karłowicz Philharmonic in Szczecin is the Partner of the event" in press information sent to the media;
- i) placing the Philharmonic logotype with the following information: "The Mieczysław Karłowicz Philharmonic in Szczecin is the Partner of the event" on the website of the Interested information sent to the media;
- j) providing the following information: "The Mieczysław Karłowicz Philharmonic in Szczecin is the Partner of the event" during all media presentations promoting and informing about a given event;
- k) giving to the Philharmonic 16 individual invitations to the event in case of using the Symphony Hall and 8 individual invitations when in the Chamber Hal. For events organized in other spaces, the number of invitations is set individually;
- l) providing photo and film materials - with the transfer of rights to further dissemination for promotional and informational purposes of the Philharmonic (detailed terms and conditions will be always agreed by the Philharmonic with the Interested).

3. Before public access, promotional materials require the acceptance of the Philharmonic in writing or otherwise null and void.

#### §5

1. In the case of charity events that promote particularly important social goals, etc. the Philharmonic may decide to begin cooperation on principles established individually and departing from the provisions of these Rules.
2. If the Interested wishes to involve the Philharmonic's employees, the written consent of the Philharmonic is required. The participation of the Philharmonic's employees will be determined in accordance with the Philharmonic's internal regulations.
3. Detailed arrangements will be governed by the agreement between the Interested and the Philharmonic.

#### §6

1. The legal basis for the processing of your personal data by the Mieczysław Karłowicz Philharmonic in Szczecin with headquarters in Szczecin (postcode 70-515) at 48 Małopolska Street is the necessity of this processing to be run so that negotiations aimed at the possible signing and subsequent implementation of the cooperation contract(s), as well as the legitimate interest of the Philharmonic to carry out analytical activities to improve the quality of services for statistical, marketing and archival purposes as well as for possible recovery and redress before the Court.
2. Your personal data is processed on a voluntary basis and will be processed only as long as it is necessary to carry out the above-mentioned goals, and also for the time during which the Philharmonic is obliged to store sales documents (i.e. until the lapse of the limitation period of the tax liability, however, the tax liability expires within 5 years from the end of the calendar year in which the tax payment deadline expired).
3. The Philharmonic processes and will process data directly from you or your authorized employees, as well as from public, publicly available websites and registers, in particular from the search engine of the National Court Register as well as the Central Register and Information on Business.
4. The categories of recipients to whom your personal data have been or will be disclosed by the Philharmonic are employees, co-workers, law offices, national debt registers. The

Philharmonic does not transmit and will not transmit your data to recipients in third countries or international organizations.

5. The Philharmonic has appointed a Data Protection Officer, who can be contacted by email at [rodo@filharmonia.szczecin.pl](mailto:rodo@filharmonia.szczecin.pl) in any matter regarding the processing of your personal data.
6. The Philharmonic informs that you have the right to access your personal data, the right to rectify it, delete it, limit processing, the right to object to its processing, as well as the right to transfer data within the scope regulated in the General Data Protection Regulation.
7. If you believe that the processing of personal data by the Philharmonic is in violation of the provisions of the General Data Protection Regulation, you have the right to file a complaint with the President of the Personal Data Protection Office.

#### §7

1. The Philharmonic reserves the right to amend the binding Rules.
2. All issues, which are not included in the Rules, are regulated by the Civil Code.
3. All disputes arising from the lease agreement are subject to the jurisdiction of the Court competent for the Philharmonic.
4. Rules come into force on 01.08.2023.



**Dorota Serwa**  
Dyrektor Filharmonii

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