

TERMS AND CONDITIONS OF THE CHARITY FAIRS “Ми з Вами! / We Are With You!”

§ 1

1. The Organiser of the Charity Fairs “Ми з Вами! / We Are With You!” (hereinafter referred to as “Fairs”) is Homo Faber Association with its registered office at ul. Chopina 41, lok. 2, 20-023 Lublin, registered by District Court in Lublin, XI Commercial Department of the Polish National Court Register under the KRS [National Court Register] number 0000222437, NIP [Tax Identification Number] 946 244 29 78, REGON [National Business Registry Number] 432738790, hereinafter referred to as “Organiser”, in cooperation with the Galeria Labirynt in Lublin, ul. Ks. J. Popiełuszki 5, entered under no. 6 in the register of cultural institutions organised by the Municipality of Lublin, NIP [Tax Identification Number] 946-182-98-01, REGON [National Business Registry Number] 000276506 (hereinafter referred to as “Partner”) and the donors who have donated their works free of charge to the Exhibition and the Fairs.
2. The Fairs is an event accompanying the exhibition “Ми з Вами! / We Are With You!” organised by the Partner from 28/04/2022 to 29/05/2022 in the headquarters of the Galeria Labirynt in Lublin, ul. Ks. J. Popiełuszki 5, where all the works donated by the donors taking part in the Fairs (hereinafter referred to as “Works”) will be displayed.
3. The Fairs were organised in relation to the war in Ukraine to raise funds for the Organiser, which will be used for statutory purposes, i.e., help for people who, as a result of the war, were forced to seek shelter in Poland.

§ 2

1. The Participants of the Fairs may be natural persons who are at least 18 years old and have full legal capacity, legal persons and legal entities with limited legal capacity, but which can acquire rights and assume obligations in their own name, hereinafter referred to as “Participants”.
2. Submitting the will to participate in the Fairs, i.e. to purchase the Works presented at the Exhibition in exchange for cash payment to the Organiser’s account in the minimum amount specified in the Exhibition Catalogue, is tantamount to accepting these Terms and conditions.

§ 3

3. As part of the Exhibition, interested Participants may purchase the ownership of the Works presented at the Exhibition in exchange for cash payment to the Organiser’s account in the minimum amount specified in the Exhibition Catalogue made available during the Exhibition in the Partner’s registered office and on the website www.labirynt.com and fanpage <https://www.facebook.com/GaleriaLabiryntLublin>.
4. The Participant interested in purchasing the Work within the framework of the Exhibition on terms specified herein shall report it to the Exhibition keepers directly in place at the Partner’s or via e-mail at: diana.kolczewska@labirynt.com, and the Participant making the reservation shall receive information about the minimum payment to be made in the interest of the Organiser, specifying the transfer details, which is tantamount to accepting the reservation.
5. Reservation of individual Works comes in the order of entries.
6. To make the financial payment in the interest of the Organiser, acceptance of the reservation results in the reservation of the Work for up to 7 days.
7. The Participant shall transfer the money to the bank account of the Organiser – Homo Faber Association: 93 1940 1076 3069 8598 0000 0000, indicating in the transfer title the name of the artist and the title of the Work with a note “We Are With You! exhibition at the Galeria Labirynt”.

8. The Organiser reserves the right to limit the number of reservations for one Participant and/or refuse to make a reservation in justified cases.
9. Information about the reservation of the Work shall be displayed next to the Work presented at the Exhibition, without, however, indicating the personal data of the Participant who made the reservation.
10. The participant who has made a reservation shall, before the end of the 7-day reservation period, submit to the Partner in person or send to the e-mail address diana.kolczewska@labirynt.com the confirmation of transferring the amount referred to in point 1 of this paragraph. The date of receiving the transfer confirmation is decisive, however the Partner and the Organiser reserve the right to verify the authenticity of the bank transfer confirmation. Failure to make the transfer and/or present the payment confirmation within this period results in the cancellation of the reservation.
11. The Participant who has made the payment referred to in point 1 hereinabove within the reservation period and has presented the bank transfer confirmation acquires the right to take over the ownership of the reserved Work after the Exhibition has ended.
12. The Works will be dispensed to those Participants who have acquired the rights to them in the Partner's office on the basis of a delivery and acceptance protocol together with a certificate of authenticity confirmed with the Author's signature, which is a proof of transfer of ownership to the Work from the Donor to the Participant. Taking into account that the Work is not purchased as a result of an agreement of sale, delivery, or any other similar agreement, and that the payment made by the Participant to the Organiser is a donation for statutory purposes, the Participants will not receive any kind of receipts, invoices or bills from the Partner, Donor or Organiser.

§ 4

1. In matters not covered by this Statute, the relevant provisions of law shall prevail.
2. In justified cases, the Organiser reserves the right to change this Statute, including the announced dates, as well as in cases where the execution of the Fairs becomes impossible or seriously impeded, in particular, due to a sudden event beyond the control of the Organiser, the Fairs may be cancelled by the Organiser, about which it will inform immediately by placing an appropriate announcement on its website. Changes in the Statute cannot lead to the infringement of rights acquired by the Participants before the change comes into force.
3. This Statute is available on the Organiser's website www.hf.org.pl and the Partner's website www.labirynt.com and will be available to the public at the place of the Exhibition and the Fairs.