

Regulations

§ 1 General Provisions

1. These Regulations specify the rules and conditions of participating in the non-mass closed events organized by the 5 Żywiółów Artistic-Event Agency, known as larp from this point on.
2. Larp participation is only possible if the participant reads the regulations beforehand and accepts them.
3. Larp is a story-driven outdoor game during which participants play the roles of the heroes living in a world created by the organizer, through carrying out real actions and through interacting with other larp participants, as well as actors servicing the event on behalf of the organizer. Larp is a type of entertainment, a story created by people actively participating in it, which is preceded by preparing oneself to play the given role. Larp can involve elements that would challenge a participant's strength and physical stamina, as well as their mental toughness. Participation in any of those elements is voluntary and depends on the uncoerced will of the participant.

§ 2 Organizers

The organizer of the larp is **Dominik Wawrzyniak 5 Żywiółów Artistic-Event Agency**, Powstańców 34 street, 48-250 Głogówek, using the VAT ID 7551902423, known as the organizer in the next parts of the Regulations.

§ 3 Time and place

1. The larps take place in locations situated in Poland, as well as outside of its borders. The place, the starting time and duration, as well as the details regarding the stay in the locations are available on the organizer's website: www.5zywiolow.com
2. The organizer may change the date and / or the place of the larp, about which the Participant will learn from an adequate notification on the website, as well as via an email, no later than 24 hours before the larp starts, unless it proves to be impossible. A change does not entail any additional obligations posed by the Organizer to the Participant, nor any additional claims from the Participant against the Organizer.
3. The Organizer has the right to cancel the larp without giving any reason, as well as due to a national mourning, force majeure, passing of a legislative act or receiving an instruction from an authority entity. In such a case, the Participant has an option to participate in another Organizer's larp or get a refund for their ticket. Organizer will inform the Participant about a larp's cancellation and the details regarding the rights of the Participant via an email.

§ 4 Terms of participation

1. The participant of the larp must be 18 years old on the day of the larp's start at the latest.
2. The participant of the larp is every adult person who has beforehand reserved a spot, paid for the ticket, created an account in the Adventure Zone accessible via www.5zywiolo.com/shop, filled in the player's form and accepted these regulations as well as any other provisions necessary to take part in the larp, and personally appeared in the larp's location before the first day of larp is over.
3. A ticket may be booked by purchasing a ticket available on www.5zywiolow.com/shop

§ 5 Payments

1. The payment for the larp participation depends on the location in which the larp takes place and the form of lodgings chosen by the participant, and it is stated on www.5zywiolow.com/shop in the Tickets section.
2. They payment should be done via www.5zywiolow.com/shop or a wired transfer to 5 Żywiółów Agencja Artystyczno – Eventowa, ul. Powstańców 34, 48-250 Głogówek on the account number: 60 2490 0005 0000 4600 7991 3475; the description should include the first and last name of the participant, as well as the title and number of the transaction.

§ 6 Reporting problems and getting help during the larp

1. The Organizer will indicate to the Participants before the larp the places in which they can find organizers, first aid help, supplies. The Participant can report to those places in case of any problems.
2. The Organizer will also indicate to the Participants the personnel who is always present in the game's location to whom any problems and issues connected to the larp can be reported.

§ 7 Larp's schedule

1. The Participant is obliged to appear in the location on the day of the event's start up to 4 p.m. to check-in into their room.
2. The Participant is obliged to undergo the accreditation process. Then, the Participant will receive gear from the Organizers, as well as all information regarding the role of a Participant on the larp; an opportunity to put private items into a safe deposit will be available at this time as well.
3. The Participant is obliged to be present at all workshops introducing to the larp's inner rules.
4. The Participant is obliged to report to a place situated in the larp's location indicated by the Organizer up to 12 a.m. on the event's end day in order to reclaim the accreditation deposit and check-out.

§ 8 Rights and Obligations of the Participant

1. The Participant has a right to attend the larp and use all the attractions provided by the organizer.
2. The Participant has a right to stay and sleep in the location during the larp.
3. The Participant has a right to use all and any elements from the offer presented in the larp's design document published on www.5zywiolow.com
4. The Participant has a right to cancel their ticket within 14 days of making the purchase, that is from the day when the ticket was bought and the consent was given to bear the risks involved in participating in the larp, with a right to receive a full refund.
5. The Participant has a right to resign from participating in the larp after the date indicated in § 8/4, as well as during the larp without a right to receive a refund.
6. The Participant has a right to report to the Organizer any problems encountered during the larp and the stay in the location in which the event takes place.
7. The Participant is obliged to cover the cost of any damages caused because of their actions.
8. The Participant is obliged to immediately report to the Organizer or to a person appointed by the Organizer any violation of any rules applicable during the larp or any universal laws of Poland.
9. The Participant is obliged to follow these Regulations and any regulations in force in the location in which the event takes place.
10. The Participant is obliged to follow the instructions of the Organizer or people appointed by the Organizer during the larp.
11. The Participant violating the Polish law or not adhering to these Regulations may be excluded from the game and have their Participant status revoked.
12. The Participant gives their consent to use their image in photos and film from the larp for the Organizer's marketing purposes. The use of image includes entering it into a computer memory and a multimedia network, as well as record reproduction, public showing, displaying, playing, broadcasting and re-emitting, as well as public sharing in such a way that everyone has an access to it in a time and place of their choosing. Moreover, the Participant

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gives their consent to publishing their image in press, on the Internet, social media, posters and billboards, and emission in television and radio broadcasts. This consent to the dissemination of the image shall be an authorization within the meaning of Article. 81(1) of the Copyright and related Rights Act. Consent to use of the image may be revoked, but this shall have a future effect and may entail a burden on the withdrawing party for the costs incurred by the Organizer or by any other party in preparing the image for use in the scope of their activity, by the fact that they have been going to use it. The processing of the image shall be without violation to the GDPR bylaws and shall be carried out on the basis of Article 6(1)(f.)

13. The Participant is aware that participating in some of the activities making up the larp require physical prowess and mental toughness. Participating in larps entails a risk of unforeseeable conditions that may lead to a damage of property, physical damage, or even death, as well as lead to a mood deterioration or intensification of mental conditions. Keeping in mind the above, the Participant is aware that participation in a larp is voluntary and is done on one's own free will.
14. The Participant has a full right of choice and can withdraw from a scene at any time during the larp.
15. The Participant is not obliged to take part in any exercise, scene or activity and may withdraw from participating at any moment, despite the suggestions from other participants of the larp playing the roles assigned to them.
16. The Participant decides whether their health status, physical condition or other factors allow them to participate in the larp or its elements.
17. The Participant must not hide any factors concerning their health which might have an impact on their participation in the larp and enable the Organizer to take necessary steps to help if the need arises.
18. The Participant is aware that physical activities may lead to abrasions, bruises, sprains and muscle strain, and they shall not lay any claims or complaints if such things take place.
19. The Participant is obliged to behave in a rational way, without posing a danger to themselves or others, and exercise caution especially when on uneven ground, near bodies of water, as well as other potentially dangerous places like battlements, stairs, towers, ruins etc.
20. The Participant is obliged to take every precaution when using fire and follow the Organizer's advice, especially in case of a ban on fire use if such is issued.
21. The Participant may use safe weapons that have an attest from the companies indicated by the Organizer, or which have been presented to the Organizer and accepted by them before the larp begins.
22. The Participant is forbidden to enter such a state of alcoholic intoxication that could cause danger to themselves or other participants of the larp, as well as lead to becoming a nuisance to other participants under the penalty of having their Participant status revoked and being removed from the larp without receiving a refund for their ticket.
23. The Participant is obliged to bring with them their own personal protective equipment.
24. The Participant confirms that they give their consent to the processing and storing of their personal data by 5 Żywiołów Artistic-Event Agency, which they provided when making a purchase in the Internet store of 5 Żywiołów, which is the administrator of aforementioned data. The Participant's personal data will be processed in order to organize the larp, including the preparation of essential materials before the event starts, as well as in order to ensure the Participant's safety and realize their individual expectations regarding the larp. The processing to the needs of the larp includes in particular: name, last name, a photo, individual eating preferences and the medical information that are later provided by the Organizer to the entities and persons preparing the game and its infrastructure. The Organizer may also share that data with the Chief Sanitary Inspectorate and the law enforcement officers if such a need arises. These persons and entities are obliged to keep that data to themselves and use it for the larp realization only, including communication with the Participant as a customer, to which the Participant consents. 5 Żywiołów Artistic-Event Agency is committed to provide necessary diligence to protect the Participant's personal data. Moreover, the Participant understands that in the case of any threat to their personal data caused by the illegal actions of third parties, they will be informed about such a threat, as well as about measures that can be taken to counter such threats; they also understand that they have a right to access the data and rectify it, remove it or limit its processing, as well as to protest, demand the cessation of data processing and transfer, as well as a right to withdraw their consent at any given time. Sharing personal data and giving the consent to process them is voluntary; however, not providing them, not giving consent to process them, or withdrawing the consent due to organizational reasons means that one cannot take part in the larp.
25. The Participant stating that to their best knowledge they are not infected and are not currently in quarantine or under epidemiological surveillance.

§ 9 Rights and Obligations of the Organizer

1. The Organizer is obliged to provide the best service to make the larp and the stay in the larp's locations proceed without problems.
2. The Organizer does their best to provide safety to the participants during the larp. In particular, the Organizer provides an access to the basic medical care for the participants in case of injuries caused by participating in the larp.
3. The Organizer reserves the right to revoke the participant's status and to remove from the larp any participant that violates the laws governing Poland, not adhering to these Regulations, not following the instructions provided by the Organizers or by the persons designated by them, or disturbing the larp's intended course. In such a case, a participant does not have a right to receive a refund for their ticket.
4. The Organizer reserves the right to deny the right to participate in the larp, especially if a participant is under the influence of alcohol or other intoxicating substances, behaves in an aggressive way, as well as takes any action that may threaten life and health, or threaten the sense of security or mental comfort of other participants, the Organizer's representatives, sponsors and partners of the event. In such a case, a participant does not have a right to receive a refund for their ticket.
5. The Organizer reserves the right to deny the right to participate in the larp if the participant undertakes any action before or during the larp that may threaten life and health, or threaten the sense of security or mental comfort of other participants, the Organizer's representatives, sponsors and partners of the event, as well as violate their personal rights, including the company brand of the Organizer's company, sponsors and partners of the event.
6. The Organizer is not responsible for objects lost or destroyed by the larp's participants.
7. The Organizer is not responsible for damage done to the participant's bodies.
8. The Organizer does not provide a transport to and from the larp location.
9. The Organizer does not provide an insurance against any unfortunate accidents.
10. The larp's scenario, course of events, non-player characters' creations, character sheets, elements of scenography, costumes and other creations are protected by copyright laws and its arbitrary use in any way without the Organizer's prior authorization is forbidden. The Participant is not the scenario's co-author in the legal sense.

§ 10 Final provisions

Any dispute arising from these Regulations or from the course of the larp shall be resolved exclusively in the Polish general court relevant to the Organizer's headquarters.

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