

RULES & REGULATIONS

relating to hosting materials at LechKaczynski.org

I. General provisions

1. Internet Service LechKaczynski.org (hereinafter referred to as: the Service) is hosted by Fundacja Nowy Kierunek [Foundation New Direction] (hereinafter referred to as: the Administrator) with its registered seat in Warsaw (02-018), at ul. Nowogrodzka 84/86, entered in the National Register of the Entities of the National Economy as activities of other membership organisations, not classified elsewhere, other private domestic ownership, foundations, KRS 0000375992 (National Court Register), NIP 5213595770 (taxpayer identification number), REGON 142796931 (The National Official Register of Business Entities).
2. The Service is aimed at a not-for-profit promotion and dissemination of knowledge and information about the life, activities, achievements and heritage of the late President of the Republic of Poland – Lech Kaczyński.
3. The Administrator reserves that the materials posted in the service are subject to protection under the Law of February 4th, 1994 on copyright and related rights (Official Journal from 2006, No 90, item. 631 consolidated text).
4. The Administrator declares that they possess the copyright to their own materials posted in the service, or alternatively, that they possess the relevant permission granted by the authors to disseminate the Materials posted by the Administrator for purposes connected with the hosting of the Service.

II. Materials posted by Internet users

1. The Service enables every Internet user (hereinafter referred to as the User) to send to the Administrator photographs (in any format), also including MMS messages, feature films as well as press and information texts (jointly referred as the Materials) connected with the life and activities of the late President of the Republic of Poland – Lech Kaczyński, according to the principles stipulated in these Rules and Regulations.
2. The User can also provide the Administrator with the Materials using channels other than e-mail. In such cases the provisions of these Rules and Regulations shall apply accordingly.
3. By sending the Materials to the Administrator, the User declares, through the fact of accepting these Rules and Regulations, that they possess the copyright to the Materials in question, or alternatively, relevant permission to disseminate the Materials, to an extent which, at the minimum, allows them to grant the Administrator the right to use the Materials for the purposes of the Service.
4. The User can send to the Administrator only Materials for publication for which they have obtained permission or which were authored by them. In cases where the User sends Materials which include elements determining the permission of third parties (image of a person, part of their work etc.) the User shall be obliged, prior to the sending of the Materials in question, to obtain relevant consent and permits which allow for the dissemination of the Materials. Therefore, sending of the Materials by the User is tantamount to a declaration made by the User that they possess appropriate and relevant permits and authorisations defined by law, on the basis of which

the publication of the Materials in the Service is permitted. Liability for violation of the interests of third parties shall rest with the User of the Service who has sent the Materials. The Administrator shall not bear any liability whatsoever for the Materials sent by the Users.

5. The User is not allowed to send Materials not authored by them and for the dissemination of which they have not obtained permission. The User shall be fully liable for violating the copyright of third parties. In case of any claims being submitted by third parties to the Administrator which would arise from the publication of the Materials in the Service, the User is obliged to take at their cost all defensive measures against given claims of third parties, they shall also cover all justified costs incurred by the Administrator as a result of the claims in question being made by third parties.
6. By sending the Materials to the Administrator the User shall not transfer upon the Administrator proprietary copyrights to the Materials which have been sent. Proprietary copyrights and personal rights shall be vested in those who have enjoyed those rights so far. The User expresses their consent for the publication of the Materials on the Service website.
7. Each time the User sends Materials, they grant the Administrator unconditional, unlimited (both in time and territorily) free-of-charge permission (licence) for the presentation of the said Materials in the Service, on each subwebsite and in any part thereof, as well as permission to publish the Materials with comments and footnotes and also to develop derivative works on the basis of the Materials, in connection with the Service`s accomplishment of its goals.
8. The Administrator reserves the right to decide if the Materials sent by the users shall be posted in the Service. Refusal to publish Materials may result from low substantive value of the Material, from the fact that the Material is contradictory to the aim pursued by the Service, as well as from an obvious and undoubted violation of third party rights as adjudged by the Administrator.
9. When sending the Material to the Administrator, the User has the right to demand that the Material be given a proper title, name, comment or description or include information as defined in Chapter III item 2 of these Rules and Regulations.
10. When sending the Material via e-mail, the User expresses their consent to being contacted by the Administrator at the electronic address from which the Material has been sent.
11. It is strictly prohibited to send Materials which include illegal content, violate binding law in any way, call for hatred or violence due to race, ethnicity, religion, are commonly regarded as morally deplorable or socially improper, include pornographic content, praise or propagate totalitarian regimes, present offensive religious views, violate the rights of third parties, disseminate images of persons without relevant permission for disseminating their image through the Service.

III. Personal details

1. The Administrator shall be obliged to protect personal details provided in any form by the Users.
2. The Users can, while sending the Materials, express their consent to the publication of their personal details or may elect to remain an anonymous contributor.
3. When providing personal details, the User declares them to be true.

IV. Final provisions

1. The Administrator reserves the right to change the content of these Rules and Regulations while informing the Users whose Materials have been posted in the Service about such changes. The Users whose Materials have been posted in the Service have the right to revoke their consent to the publication of the Materials in connection with a change in these Rules and Regulations.
2. When sending Materials, the User states that they have read these Rules and Regulations and that they accept their content.
3. The Administrator reserves the right to temporarily suspend the function allowing the sending of Materials by Users, or permanently cancel it.