## TERMS AND CONDITIONS OF SHARING PHOTOGRAPHS

The terms used herein shall have the following meanings:

1. **The Sharing Party:** The Royal Castle in Warsaw – Museum. The Residence of Kings and the Republic of Poland, 00-277 Warsaw, Plac Zamkowy 4, entered into the Register of Cultural Institutions kept by the Minister of Culture and National Heritage under the number 19/92, NIP (Tax Identification Number): 526-000-13-12, REGON (National Business Registry Number): 000860582, EU VAT: PL5260001312.
2. **User:** anyone using the website [www.kolekcja.zamek-krolewski.pl](http://www.kolekcja.zamek-krolewski.pl) or [www.digitalizacja.zamek-krolewski.pl](http://www.digitalizacja.zamek-krolewski.pl) (a natural person, a legal person, an organizational unit without legal personality).
3. **Website:** website of the Sharing Party available at [www.kolekcja.zamek-krolewski.pl](http://www.kolekcja.zamek-krolewski.pl) and [www.digitalizacja.zamek-krolewski.pl](http://www.digitalizacja.zamek-krolewski.pl)
4. **Applicant:** an entity placing an order using the application (a natural person, a legal person, an organizational unit without legal personality).
5. **Re-use:** use by the User of a photograph for any purpose, under the terms specified in the Act of 11 August 2021 on the open data and re-use of public sector information (Dz. U. [Polish Journal of Laws] 2016, item 352).

**§ 1 General Provisions**

1. The right to re-use a photograph is subject to limitation in cases specified in the Act on the open data and re-use of public sector information, including in case of:
	1. photographs related to deposits held by the Sharing Party, provided that their owners have contractually excluded the possibility of sharing or delivering them in whole or in a specific scope,
	2. photographs to which copyright and related rights within the meaning of the provisions of the Act of 4 February 1994 on copyright and related rights (consolidated text, Dz. U. [Polish Journal of Laws] 2016, item 666 as amended) are vested in entities other than the Sharing Party,
	3. photographs held by the Sharing Party in relation to archival activities within the scope of the state archival resource, in a situation where the original owner of the proprietary copyrights or related rights were entities other than the Sharing Party and the duration of these rights has not expired.
2. The Sharing Party makes the photographs available on the website and upon request.

**§ 2 Sharing and Using Photographs Made Available on the Website**

1. The Sharing Party makes the photographs published on the website available to Users for downloading and re-using. Before downloading the photos, the website User is obliged to read and accept these terms and conditions.
2. The User has the right to download each of the photographs published on the website and save it on any data carrier (computer, phone, tablet, etc.), as well as copy and multiply it, regardless of the technique used and the number of copies.
3. The User has the right to unlimited and free use of the photographs for non-commercial purposes (so-called personal use) and for non-commercial research, scientific, or educational purposes.
4. In the event of disseminating a photograph published on the website, the User is obliged to:
5. provide information about the source of the photograph (Royal Castle in Warsaw – Museum),
6. provide information about the authors of the photograph in accordance with the information provided by the Royal Castle in Warsaw – Museum.
7. If the User wishes to use a photograph for commercial purposes or obtain and use a photograph for any purpose in a resolution other than the one published on the website, the User is obliged to submit the appropriate application referred to in § 3 of these terms and conditions.

**§ 3 Sharing and Using Photographs upon Request**

1. The Sharing Party shall provide photographs for re-use on request - via the order form available on the website of the Royal Castle in Warsaw – Museum in the section *Photographs sharing.* The Applicant shall send the completed application to the following email: archiwum@zamek-krolewski.pl or to the following postal address: Zamek Królewski w Warszawie – Muzeum, 00-277 Warszawa, Plac Zamkowy 4.
2. The conditions of providing photographs for re-use are determined separately for each application and provided to the Applicant. The Sharing Party may in particular specify the conditions of re-use limiting the use of photographs:
	1. in commercial activities or in specific fields of use, if they concern martyrological collections, containing the national emblem, colours and anthem of the Republic of Poland, as well as coats of arms, reproductions of medals, decorations, badges of honour, military decorations or badges, and other decorations,
	2. for non-commercial activities, if they are related to objects claimed by third parties or are not the property of the Sharing Party.
3. The Sharing Party may refuse to provide photographs in the event that their creation, preparation or delivery in a manner consistent with the Applicant’s application results in the necessity of taking disproportionate actions beyond simple activities.
4. The Applicant shall not have the right to use photographs in a manner different from the one specified in the application for the re-use of photographs and they may not waive this right for a fee or free of charge in favour of third parties.
5. The Applicant shall be obliged to complete all the fields required in the application. The application shall include in particular:
	1. name of the Sharing Party,
	2. information on the Applicant, including full name or business name and an address enabling the delivery of a response to the Applicant or to a representative of the Applicant in a manner or form indicated in the application;
	3. an indication of a photograph that shall be re-used, and if it is already shared or delivered, the conditions of re-use under which it is to be re-used, and the source of sharing or delivery;
	4. an indication of the purpose of re-use (commercial or non-commercial), including a description of the type of activity photographs shall be re-used in, in particular an indication of goods, products or services;
	5. an indication of the form of photograph preparation, and in the case of an electronic form, also an indication of the data format;
	6. an indication of the method of photograph delivery, provided that it has not been shared or delivered in a different manner, or the method and period of access to the information collected and stored in the Sharing Party’s ICT system.
6. In the event of non-fulfilment of the formal conditions of the application (failure to complete the fields required), the Sharing Party shall call on the Applicant to fill in the formal shortcomings in the application and instruct the Applicant that a failure to do so within 7 days from receiving the request shall result in the application being disregarded.
7. Examination of the application shall take place no later than within 14 days from the date of receipt of the application. If the application may not be examined within this period, within 14 days from the date of receipt of the application the Sharing Party shall notify the Applicant of the reasons for the delay and the period the Sharing Party shall examine the application in, however not longer than 2 months from the date of submission of the application.
8. The Sharing Party may take photographs at a special request of the Applicant. In such case, a separate agreement between the Applicant and the Sharing Party shall be concluded, defining, among other things, the cost of taking a photograph and the conditions of sharing it (fields of use, duration of the agreement, sharing fees).

**§ 4 Price List and Payments**

1. Photographs shall be shared free of charge subject to sec. 2 and 3 of this paragraph.
2. The Sharing Party may impose a re-use fee if the preparation or delivery of a photograph in a manner or form indicated in the application requires additional costs to be borne. While determining the fee amount, the costs of preparation or delivery of a photograph in a specific manner and form as well as other factors being taken into account when examining applications for re-use that may have an impact in particular on the cost or time of preparation or delivery of a photograph shall be taken into account. The total fee amount shall not exceed the sum of costs incurred directly to prepare or deliver a photograph for the purpose of re-use in a specific manner or form.
3. Fees for sharing or delivery of a photograph for purposes other than non-commercial research, scientific or educational purposes shall be calculated on the basis of the “Table of fees for sharing photographs” attached to these terms and conditions.
4. The Sharing Party may charge fees for sharing and the right to use photographs to which they own proprietary copyrights or related rights.
5. In the event of an obligation of paying a fee for sharing a photograph, the Applicant shall pay the fee within 14 days from the date of its charge by the Sharing Party. Failure to pay the fee within this period shall result in the order being cancelled.
6. In the event of an obligation of paying a fee for sharing a photograph, the Sharing Party shall provide the Applicant with a proof of sale, i.e. a receipt or invoice, if the Applicant has requested its issuance and has provided data necessary for its issuance.

**§ 5 Final Provisions**

1. Personal data of the Applicant, obligatorily required upon completing the application, may be processed by the Sharing Party solely for the purposes of executing the order, including for issuing an invoice and conducting financial reporting. Processing of these data shall not require a separate consent of the Applicant pursuant to Article 23 sec. 1 of the Act of 29 August 1997 on the protection of personal data (consolidated text, Dz. U. [Polish Journal of Laws] 2016, item 922). The Sharing Party shall be the personal data controller.
2. **These Terms and Conditions shall be effective from 11 January 2023.**