

RULES FOR THE USE OF E-GUIDES AT THE NMFRI GDYNIA AQUARIUM

1. The eGuides are the property of the National Marine Fisheries Research Institute. The keeper of the eGuides is the NMFRI Gdynia Aquarium.
2. Definitions:
 - a) eGuide: this is a mobile digital device of the iPod® type with headphones, software and contents that, together, make up a guide to the exhibits at the NMFRI Gdynia Aquarium.
 - b) borrower: a visitor to the aquarium who uses an eGuide.
 - c) lending: making eGuides available to borrowers for the length of time stipulated in these rules for use while touring the exhibits at the NMFRI Gdynia Aquarium.
3. The eGuides are provided for a fee.

Price list:

- a) PLN 2.00 per set.

4. How the eGuides are borrowed:

- a) The conditions for lending eGuides are:
 - paying the fee stipulated in the price list at the ticket office of the NMFRI Gdynia Aquarium or at an eGuide issuing point
 - filling the electronic guide - eGuide issuing form by the borrower;
 - for organised groups of children and youth up to 18 years old, the borrower has to be the chaperon of age, who bears the responsibility for all the borrowed eGuides .
- b) the form for making eGuides available includes the following information: name and surname of lender, address, date and time of borrowing, sum of returnable deposit, date and time of return, number of the device, borrower's telephone number, number of devices borrowed, signature of the employee on duty at the eGuide issuing point and borrower's signature.
- c) the borrower is obliged to present identity document or passport in order to confirm the data in the eGuide issuing form.
- d) the eGuides can be borrowed only within the opening hours of the NMFRI Gdynia Aquarium: no later than half an hour before the building closes.
 - the prices given in the price list represent the entire cost borne by borrowers when borrowing devices
 - the prices for borrowing the devices are non-negotiable.

5. Protection of personal data:

- a) the controller of the personal data is the National Marine Fisheries Research Institute based in Gdynia (81-332) at ul. Kołłątaja 1.
- b) the Data Protection Officer can be contacted in matters related to the protection of personal data by sending a message to e-mail: iod@mir.gdynia.pl
- c) the borrower, by filling the electronic guide (eGuide) rental form, gives consent to process their personal data, to the extent necessary for the eGuide rental and, in the event of damage, destruction, loss or theft of the borrowed device, for the devices' owner to establish, assert or defend the claim.
- d) the borrower provides their personal data voluntary, however the data is necessary to realize the rental of the electronic guide.
- e) recipients of the personal data are employees operating eGuide rental point, located at the Gdynia Aquarium NMFRI, 81-345 Gdynia, at al. Jana Pawła II 1, tel. 605 082 626, as well as, in the event when any claims related to the provision of the service are investigated, the courts and competent authorities.
- f) storage and processing of the borrower's personal data takes place in compliance with the principles established in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR),
- g) the borrower's personal data is kept until the rented equipment is returned or, in the event of damage, destruction, loss or theft of the rented equipment, until the eGuide owner's claims are met.

- h) the borrower has the right to: access their data, rectify them, remove them, limit processing, transfer, object, withdraw consent to their processing at any time, in situations specified in art. 17 sec. 1 of the General Data Protection Regulation (GDPR),
 - i) the borrower has the right to file a complaint to the supervisory authority (Prezes Urzędu Ochrony Danych Osobowych), when they consider that the data processing violates the regulations of the GDPR.
 - j) the borrower's personal data are not subjected to automated decision making, including profiling.
6. eGuides can be borrowed for a maximum of three hours.
 5. eGuides can be borrowed only by people aged eighteen or above. People aged under eighteen can use the devices only if a group leader or guardian takes responsibility.
 6. eGuides cannot be borrowed by people who are intoxicated or under the influence of narcotics.
 7. Akwarium Gdyńskie MIR-PIB does not guarantee that devices will always be available for loan; reservations to borrow devices are not required.
 8. eGuides can be used only on the premises of the NMFRI Gdynia Aquarium.
 9. The NMFRI Gdynia Aquarium is required to:
 1. make available devices that are technically sound
 2. instruct borrowers in the use of the eGuide.
 11. Borrowers take full legal and financial responsibility for the eGuides they are entrusted with.
 12. Borrowers cannot make eGuides available to third parties: if they do so the police will be informed.
 13. Under no circumstances can borrowers copy, record, transfer or convert the contents of an eGuide or in any way interfere with its contents: if they do so the police will be informed.
 14. Borrowers of devices are required:
 - a) to read the Rules for the Use of eGuides at the NMFRI Gdynia Aquarium and to certify that they have done so by signing the form for the making available of the eGuide
 - b) to use the devices for their intended purpose
 - c) to take care of the devices: to not throw them or expose them to high temperatures, damp, rain or other liquids
 - d) to not leave the devices unattended or without proper supervision
 - e) at the time they are borrowed, to check that the devices are in good working order and, if any faults are found, report them immediately at the eGuide issuing point
 - f) having toured the NMFRI Gdynia Aquarium, to return the device/devices to the place from which they were borrowed at the time specified in the rules; if this is not done the police will be informed; an exception is made where a customer informs an employee at an eGuide issuing point at the time first stipulated for the return of the device of a delay in the return that has arisen by chance or accident and gives a new time for the return of the device
 - g) to return the device in a condition not worse than that in which it was issued
 - h) in the case of returning the device more than three hours after the time at which it was borrowed – except where paragraph 14. f) above applies – to pay a contractual penalty of PLN 10.00 for each hour of delay that is begun
 - i) to cover the costs of repair in the case of damage to a device caused by a borrower while using it or, if the device cannot be repaired, to cover the costs of purchasing a new device at a sum of PLN 1,400. All faults in, or damage to, the equipment will be recorded in the form of a written damage report that includes the requirement that the borrower covers the costs of repair or, where the equipment cannot be repaired or it is uneconomical to do so, of the purchase of a new device
 - j) where the device is lost or stolen, to cover the cost of purchasing a new device at the sum of PLN 1,400
 15. In the case of damage to, or the loss or destruction of, an eGuide, the National Marine Fisheries Research Institute reserves the right to claim in excess of the sum specified in paragraph 14. i) and paragraph 14. j) if additional losses or expenses are incurred.