

COMPETITION RULES

§1

Competition Organiser

1. The Foundation of Active Citizens of Józef Dietl, registered in Kraków (31-352), os. Złota Podkowa 32/16, registered in the registry of associations, other social and trade organisations, foundations and autonomous, public healthcare centres, held by the Regional Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS number: 0000442600 (hereinafter: **“Organiser”**), announces a **competition for a large-format mural** (hereinafter **“Mural”**), which is to be implemented on the side elevation of the Galeria Krakowska building (northern side), at ul. Pawia 5, in Kraków (hereinafter: **“Competition”**).
2. The competition has the following partners:
 - a) ECE Projektmanagement Polska – an LLC with its registered office in Warsaw (00-032), ul. Przeskok 2, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register, under the KRS number: 0000022645, NIP: 5261788751, REGON: 012460896
 - b) Inesite 1, LLC registered in Warsaw (00-854), al. Jana Pawła II 17, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register, under the KRS number: 0000640732, NIP: 701-034-09-36, REGON: 146109086, a Skanska capital group company, and
 - c) Kraków Festival Office registered in Cracow (30-311), ul. Wygrana 2, Municipal cultural institution entered in the register of cultural institutions run by the Municipality of Krakow under the number 19, NIP: 6761787436, REGON: 351210040

(hereinafter collectively referred to as: **“Competition Partners”**)

§2

Competition participants

1. The invitation to participate in the competition is extended first and foremost to artists and mural artists, however, the competition is open to everyone.
2. The participants of the competition adults from Poland and abroad as well as teams of artists. For the team category, nominating the representative of the team is the necessary prerequisite for team participation in the Competition. Also, a full list of team members (hereinafter **“Participants”**) must be submitted to Competition organisers.
3. A single participant can submit a maximum of three projects to the Competition. Also, a team of authors can submit the maximum of three projects per team and individual team members are not allowed to submit individual entries.
4. Submitting projects to the Competition Organiser is free of charge.
5. Employees representing the Organiser, Competition Jury Members and their immediate family members cannot participate in the Competition.

§3

The Competition

1. The subject of the competition is a mural project, hereinafter referred to as **the “Project”** which is to be implemented on the northern elevation of the Galeria Krakowska shopping

centre in Kraków.

2. The Project needs to take into account the outline of wall designated for the mural. This outline is a pictorial illustration - Annex no. 2 to the Competition Rules document.
3. The Project should be applied to the notification template - Annex no. 1 to the Competition Rules document and then submitted in this application in the competition application.
4. The Project should relate to the key assumptions listed in the Competition Announcement Letter.
5. The Project should specify the use of colours and implementation techniques for the Mural, as well as the materials to be used (type and quantity) needed to implement it.
6. The project should be developed in Polish.
7. The project can not contain information uniquely identifying the identity of the authors.
8. The project should not include political, religious, erotic, xenophobic, racist or generally-believed-to-be-offensive messages.
9. Participants are requested to as well as contact information: name and last name, residential address, e-mail address and phone number. If a project is submitted by a team of authors, the list of team members should be included in the project, together with a clear reference to the person who will officially represent the team before the Competition Organiser.

§4

Competition Schedule

1. The projects and annexes referred to in §3 item 6 above should be submitted electronically latest by 31 August 2017 (by midnight), by registering an entry in the competition app on the website: <http://skanska.aitnetapp.com/konkurs>. The acceptance of an entry in the competition is determined by the registration date and compliance with requirements listed in §3.
2. The competition results will be announced latest by 30 September 2017.
3. The competition results will be announced electronically (via an e-mail to Competition Participants) as well as on the Organiser's website: <http://skanska.aitnetapp.com/konkurs>.

§5

Competition Entries Assessment

1. The compliance of individual projects with the requirements listed in §3 as well as project acceptance for the competition is determined by the Competition's Art Director.
2. The Assessment of the Projects and the choice of the winning project will be performed by the Competition Jury (members listed below), following the procedure described in this paragraph (items 3, 4 and 5)
 1. Jarosław Szymczak, Director, Galeria Krakowska
 2. Ewa Koziana, Skanska
 3. Agnieszka Łakoma, City Art Consultant
 4. Matylda Sałajewska, Katowice Street Art AiR
 5. Mariusz Waras, street-art artists
 6. Robert Piaskowski, Kraków Festival Office
 7. Artur Wabik, Competition Art Director
3. In the first stage of the voting, each member of the Competition Jury will choose the maximum of five Projects, which will get to the next stage.
4. In the second stage of voting, each member of the Competition Jury will award 1, 2 or 3 points on an exclusive basis (the value of points cannot be awarded twice) to one of the Projects participating in the second stage of voting. The winner of the competition will be

the author of the Project, which will get the highest number of points in the second stage of voting. If the number of points is the same for two or more projects, the winner will be chosen by the Art Director.

5. The decisions of the Art Director and the Competition Committee are final and unchallengeable. The verdict cannot be appealed against.

§6 Copyrights

1. By submitting their entries to the competition, each participant confirms that he/she (i) is the author of the project submitted to the competition, (ii) the project does not infringe on the rights of any third parties, including economic rights and moral rights of others as well as personal rights, (iii) the project submitted to the competition by the participant represents a work, as defined by the Copyright and Related Rights Act of 4 February 1994 and holds the copyright to this project, (iv) the project doesn't have any legal defects as well as accepts all potential claims of third parties related to financial or legal negligence related to the submitted project.
2. By participating in the Project, the participant allows the Organiser to publish the submitted project (including the name and last name of the Participant on the Organiser's website, under: <http://skanska.aitnetapp.com/konkurs>, as well as in public media (internet websites, social media, newspapers, TV, etc.) as well as in the Organiser's promotional materials.
3. By participating in the competition, the participant hereby declares that if he/she wins in the Competition (the award, which will at the same time represent the compensation), he/she will transfer on the Organiser, without additional compensation, the full copyright to the project within the exploitation fields defined, as well as property right for the project implementation, based on a separate agreement concluded between the Organiser and the Participant. The assignment of copyright to the winning project will cover all fields of exploitation listed in article 50 of the Copyright and Related Rights Act as well as in the following fields of exploitation:
 1. production, recording and duplication of copies of the Project with all techniques, including printing, reprographic, magnetic recording and digital techniques, in particular its reproduction by recording on CDs, DVDs, cassette tapes and video cassettes, mp3, mp4 and other files,
 2. Public presentation, display and screening of the Project at any open or closed event, including making the Project publicly accessible, so that everyone can have access to it at a time and place chosen by them, particularly at exhibitions, on regular and wireless screens, via the satellite,
 3. Publishing and distribution of Works, including as advertising and information materials,
 4. Recording the Project on the hard drive of a computer, publishing it on the net as well as in internal networks (such as Intranets),
 5. Broadcasting and re-broadcasting of the Project, including all promotional, advertising and information materials, especially printed materials, on Internet websites, in brochures, bulletins, on posters as well as via other channels and tools used for promotion,
 6. Within the scope of recording and creating Project duplicates: creating copies of the project with specific techniques, creating miniatures;

7. Within the scope of original work management: placing on the market, lending, leasing or rental of the Project or its copy;
 8. Within the scope of Project distribution in ways other than specified herein: exhibiting in public, displaying and making otherwise available in such ways that everyone can have access to it at a time and place of their choice;
 9. Making use of the Project for advertising, promotion and marketing purposes, in particular with a view to promote and advertise the activities of the Organiser;
 10. Recording and creating duplicates: creating copies of the project through print, reprography and digital techniques;
 11. Recording digitally, including recording and saving the Project on computer hard drives;
 12. Storing the Project in IT networks, particularly the Internet, in order to make the project available through such networks, so that everyone can have access to it at a time and place of their choice
 13. Making the Project available, especially via displaying it and making it publically available via the mass media;
 14. Introducing the original or the copy of the Project to the economy;
4. On the date of transferring the copyrights to the Project, the Participant will also transfer on the Organiser the exclusive right to permit the exercise of derivative copyrights to design developments of the Project as well as the right to permit creating Project versions, in cases when specific legal provisions require a separate authorisation for design development of the project.
 5. On the date of transferring the copyrights to the Project, the Participant will also transfer on the Organiser, without any time, area or quantity limitations, to develop designs, modifications, adaptations and other changes to the Project as well as managing and making use of the aforementioned Project designs across all fields of exploitation described above, and will transfer on the Organiser the exclusive right to permit the exercise of derivative copyrights to design developments of the Project as well as the right to permit creating Project design developments, in cases when specific legal provisions require a separate authorisation for design developments of the project.
 6. Purchasing the copyright to the project will take place without any time, area or quantity limitations, however, the transference of copyrights to the Project will take place upon signing the copyrights assignment agreement between the Competition Participant and Competition Partners. By submitting the Project, the Participants declare that they have familiarised themselves with the competition rules and agree to be bound by its provisions.
 7. The Organiser reserves the right to exclude from the Competition the projects that fail to comply with the Competition Rules, general provisions of the law or accepted norms of community life, social, ethical or moral norms. This relates also to projects, for which the Organiser has been made aware that personal rights or third-party rights have been infringed upon.

§7

Responsibilities and compensation for the Competition Winner

1. The author of the winning project will be awarded (the compensation) in the amount of 15.000 PLN (fifteen thousand zotys) netto. The Organiser will cover the tax payable on the award in the Competition.
2. The author of the winning project hereby agrees to collect the award in person, to participate in the press conference organised for this occasion and to participate in other media activities (interviews, photo shoots, video recordings, etc.)
3. The implementation of the Mural based on the winning Project will be covered by a separate agreement between the contractor identified by the Competition Partners. The work can be

implemented by the winner of the competition or a third party entity, depending on the agreement between parties. If a third party entity is chosen, the author of the winning project will have the possibility to engage through the author's oversight over the Project implementation. The compensation for performing the role of the author's supervision is part of the competition award.

4. The author of the winning project declares to be present at the Mural implementation site, when the winning project will be installed on the wall. No additional compensation is included for supervising the process of transferring the Project to the wall.
5. The costs of materials needed to make the Mural and the compensation for implementing it will be covered by the Organiser.

§8

Final provisions

1. The Organiser reserves the right to exclude from the competition the projects that fail to comply with the requirements stated under §3
2. The Partners of the Competition reserve the right abandon the implementation of the winning Project without stating the cause. If the winning project implementation is discontinued, Project Partners reserve all rights to the winning Project.
3. The Organiser and the Project Partners reserve the right to introduce changes to the winning project, however, only following consultation with the author, in order to adapt it to be ready for installing on the wall.
4. The Organiser reserves the right to present and publish the Projects submitted to the Competition for marketing purposes, to which Competition Participants agree.
5. Participants agree to have their personal data processed by the Organiser, who will be the administrator of such information, in accordance with the Act of August 29, 1997 (i.e. Journal of Laws of 2016, item 195, as amended) in order to carry out the competition as well as for marketing purposes. Participants hereby declare that they have been informed of their right to access their data and demand additional information, updating, corrections and temporary or permanent suspension of such processing or deletion. Participating in the competition, understood as submitting the project entry in line with §4 of these Rules, means acceptance of the competition rules.
6. All claims related to the Competition arising between the Participant and the Organiser will be settled by the common court in the jurisdiction of the Organiser.