# Terms and Conditions of the "Residency - We Share Space" Competition amended on 7 October 2022

#### 1. GENERAL PROVISIONS

- 1.1. Unless the context otherwise requires, the terms used in these Terms and Conditions shall mean:
  - 1.1.1. "Entry Acceptance Period" means the period from 28 August 2022 to 18 October 2022.
  - 1.1.2. "Competition Period" means the period from the date of selection of the Winners until 31 January 2023.
  - 1.1.3. "Schedule" means the set, sequence and timing of the tasks to be performed as part the Competition; the Schedule constitutes an Appendix 2 to the Terms and Conditions.
  - 1.1.4. "Prize Committee" means the committee entitled to select the Winner.
  - 1.1.5. **"Competition"** means the competition entitled "Residency We Share Space", consisting of an open call for artists to participate in the Organiser's project.
  - 1.1.6. "**Prize**" means the prize awarded to the Winner of the Competition in the form and under the conditions described in clause 3 of the Terms and Conditions.
  - 1.1.7. "Organiser" means the Theatre 21 Foundation, with its registered office in Warsaw at ul. Marymoncka 59A/3, 01-802 Warszawa, entered in the register of associations, other social and professional organisations, foundations and independent public health care institutions of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under no.: 00000602352, REGON: 364125930, NIP: 1182121973.
  - 1.1.8. "Terms and Conditions" mean these terms and conditions setting out the rules of the "Residency We Share Space" Competition. The Terms and Conditions are available on the Organiser's website <a href="www.teatr21.pl">www.teatr21.pl</a> and promoted using social media. The Terms and Conditions may be communicated to interested persons by e-mail.
  - 1.1.9. "**Participant**" means an individual who fulfils the conditions set out in clause 2 of the Terms and Conditions.

- 1.1.10. "Competition Task" means an audio-visual material (film) prepared by the Competition Participant, the content of which includes an explanation of why the Competition Participant would like to take part in the Competition and create a description of the concept of an artistic and social project and execute this project in cooperation with an educational facility and with the participation of students; the description is prepared personally by the Competition Participant and addresses the topics specified in clause 1.3. in Polish, Ukrainian or English.
- 1.1.11. **"Entry"** means the submission of a Competition Task to the Competition together with the Participant's biography according to the criteria described in the entry form by the Organiser.
- 1.1.12. "Winner" means the Participant whose Competition Task has been selected as the winner by the Prize Committee and the person required to present the Competition Task according to the rules set out in the Schedule.
- 1.2. The Competition is addressed to Ukrainian artists, in particular: directors, playwrights, choreographers, stage designers, visual artists or musicians. The Competition aims to enable the creation of original artistic and pedagogical works in schools or other educational facilities, based on cooperation between students from Poland and Ukraine.
- 1.3. The Competition Task shall:
  - 1.3.1. In terms of audiovisual material, answer the question why the Participant wants to work with young people and take part in the Competition; how the Participant will present the subject matter described in 1.3.2 below to young people and what experience or competencies make the Participant suitable for this role;
  - 1.3.2. In terms of the description of the concept of the artistic and social project, propose the participation of students in the project with a focus on understanding the problems of multicultural societies and supporting the school community in Polish-Ukrainian cultural integration.
- 1.4. The Organiser is the founder of the prizes in the Competition.

# 2. CONDITIONS FOR PARTICIPATION IN THE COMPETITION

- 2.1. Participants in the Competition may be natural persons of legal age (with full legal capacity).
- 2.2. The Participant may be a person who resides or temporarily resides in the territory of Poland.
- 2.3. A Competition Task may be created by a single Participant, who shall hold all moral rights and proprietary copyrights to the submitted Competition Task.

- 2.4. The Competition Task should include: [1] audio-visual material (film) and [2] a description of the concept of an artistic and social project to be staged in a school or other educational facility and a description of the performance by one Participant (actor). The description should be written in Polish, Ukrainian or English.
- 2.5. Part [1] of the Competition Task should not be longer than 3 (three) minutes. Part [2] of the Competition Task should not exceed 2 (two) pages (A4) written in 12 font with 1.5 line spacing, and its authors should take into account that the implementation of the described concept should provide for the participation of school youth and that it should be achievable within 4 meetings according to the guidelines described in the Schedule.
- 2.6. In the event that the Organiser determines that the Participant or the Competition Task submitted by the Participant do not meet the conditions specified in clauses 2.1. 2.4. of the Terms and Conditions, respectively, such Participant will be excluded from the Competition, and the Organiser will inform the Participant of this fact by means of electronic communication using the e-mail address from which the Entry has been received.
- 2.7. The Participant may only submit one Competition Task in the Competition. In the event that more than one Entry is submitted, only the first Entry received by the Organiser will be judged in the Competition.
- 2.8. Employees of the Organiser, members of the Prize Committee, their spouses, ascendants, descendants and collateral relatives up to the second degree cannot be the Competition Participants. In the event that such a person is found to have taken part in the Competition, the Organiser shall exclude him/her from the Competition and inform him/her of this by means of electronic communication.
- 2.9. In order to participate in the Competition, the Participant is obliged to submit a completed entry form (hereinafter also referred to as the "Competition Entry Form"). The Competition Entry Form template is enclosed as Appendix 1 to these Terms and Conditions. By submitting the Competition Entry Form, the Participant accepts the provisions of these Terms and Conditions and undertakes to comply with them. Together with the Competition Entry Form, the following should be submitted:
  - 2.9.1. in part [1] of the Competition Task, the Participant shall provide an active hyperlink to the video hosted on a service for sharing and viewing videos (e.g. Youtube or Vimeo).
  - 2.9.2. in part [2] of the Competition Task: the Participant shall submit a description of his/fer artistic and social project in .pdf and .docx format (Times New Roman, font size 12, spacing 1.5).
  - 2.9.3. consent (in the body of the e-mail) to grant the licence set out in the Terms and Conditions and consent set out in clause 7;

- 2.10. Each Participant is obliged to send the Competition Entry Form and the consents referred to in clause 2.9 to the Organiser's e-mail address rezydencje@teatr21.pl indicating in the title of the message "Residency We Share Space".
- 2.11. In addition, each Participant is required to complete an entry form available on the Organiser's website www.teatr21.pl in Polish, Ukrainian or English.
- 2.12. Competition Entry Forms must be submitted no later than 18 October 2022.
- 2.13. Competition Entry Forms that are incomplete or do not meet the above conditions as well as those submitted after the deadline will not be considered in the Competition. In order to determine whether the deadline has been met, the time of delivery of the e-mail to the e-mail address of the Organiser given in clause 2.10. shall be decisive.
- 2.14. Participants take part in the Competition at their own expense. The Organiser shall not refund the cost of participation in the Competition.

## 3. PRIZE

- 3.1. The Prize in the Competition is a cash amount of PLN 7,000 (seven thousand) gross **for each of the three prizewinning** Competition Tasks and for the Participant's acceptance of a commitment to carry out an artistic and social project.
- 3.2. In addition, for the realization of the winning Competition Tasks, the Organizer has prepared a sum of 3,000 (three thousand) zlotys gross for each of the selected Competition Tasks, which is intended for materials to be used in the presentation and execution of the project described in [2] of the Competition Task.
- 3.3. The Organiser will select up to 3 (three) Winners, according to the criteria described in clause 5.5. of these Terms and Conditions, from among all the Competition Tasks validly submitted to the Competition.
- 3.4. Apart from the above-mentioned Prize and the amount allocated for the execution of social and artistic projects, the Organiser does not envisage any other prizes or honourable mentions for the other Participants of the Competition.
- 3.5. The payment of the Prize in the amount of 7,000 (seven thousand) PLN gross shall be made to the bank account indicated by the Participant within 14 days from the completion of the social and artistic project according to the rules described in the Schedule. The Winner shall, within 14 days from the date of announcement of the results of the Competition, send to the Organiser's e-mail address rezydencje@teatr21.pl his/her bank account number and all necessary data requested by the Organiser in order to fulfil the tax obligation.

- 3.6. The Organiser shall be solely responsible for fulfilling the tax obligation relating to the payment of the Prize. The Organiser shall collect an amount equal to 10% of the value of the Prize before it is paid to the Winner, in order to pay it as a lump-sum income tax on the value of the Prize, as referred to in Article 30(1)(2) of the Personal Income Tax Act of 26 July 1991 (i.e. Journal of Laws of 2020, item 1426, as amended).
- 3.7. In the event that the Winner cannot be contacted, or refuses to provide details enabling the Prize to be paid to fulfil the tax obligation referred to in clause 3.6 or if the Winner provides incorrect contact details, the Winner, after being contacted by the Organiser within 5 days, shall forfeit their entitlement to the Prize. In the event that the aforementioned data is not provided, in the event that the Winner avoids presenting and completing the artistic and social project described in the Competition Task according to the terms of the Schedule or completes the social and artistic project later than the Competition Period, the Organiser may decide that the Prize will be forfeited.
- 3.8. The Organiser shall not be liable for any hindrance or impossibility of paying the Prize or the Extra Prize due to force majeure, which is understood to mean, in particular, a disaster, terrorism, social or economic crisis preventing regular operations, war, epidemic, death or state of emergency which prevents the use of the Competition Task or prevents the realisation of an artistic and social project.
- 3.9. Should the Participant fail to comply with the Terms and Conditions or provide false information, he/she may be excluded from the Competition or denied the Prize.
- 3.10. The Organiser reserves that the sum of PLN 3,000 (three thousand) gross referred to in clause 3.2 above shall remain at the disposal of the Organiser, who shall spend it on its own behalf and for its own benefit at the request of the Winner. The items purchased for this amount shall remain the property of the Organiser (unless the Organiser agrees otherwise with the Winner), and the funds not spent shall not belong to the Winner, but shall remain the property of the Organiser.

# 4. COURSE OF THE COMPETITION

- 4.1. In the first stage, the Organiser carries out a formal evaluation of all the submitted Competition Tasks, selecting from among them all those which meet the formal requirements described in the Terms and Conditions, and then passes them on to the Prize Committee for further evaluation
- 4.2. In order for the Competition to be effective and for the Competition Tasks to be effectively submitted to the Prize Committee, it is necessary for the Organiser to receive at least 3 Competition Tasks from different Participants.
- 4.3. In the second stage, the Prize Committee selects from the Competition Tasks received from the Organiser up to three winning Competition Tasks and announces up to 3 (three) Competition Winners.

- 4.4. Winners of the Competition will be selected by 25 October 2022. The results of the Competition will be announced on the 21 Theatre Foundation's website www.teatr21.pl and on the Organiser's social media sites.
- 4.5. As part of the Competition, the Winner will be required to personally carry out the artistic and social project described in the winning Competition Task in accordance with the terms of the Schedule.

#### 5. PRIZE COMMITTEE

- 5.1. The Prize Committee consists of 6 persons and is appointed and dismissed by the Organiser. The Chairperson of the Prize Committee shall be appointed by the Organiser.
- 5.2. The task of the Prize Committee is to select from the Competition Tasks proposed by the Organiser up to 3 (three) winning Competition Tasks.
- 5.3. The decisions of the Prize Committee regarding the selection of the Competition Tasks in the Competition take the form of resolutions passed in an open ballot with a simple majority of votes cast.
- 5.4. Each member of the Prize Committee is entitled to one vote. In the event of an equal division of votes, e.g. in the case of abstentions, the Chairperson's vote shall be decisive for the resolution. The decisions of the Prize Committee are final, do not require justification and cannot be appealed against.
- 5.5. In selecting the winning Competition Task: [1] in the subject of the verbal description of the artistic and social project, the Prize Committee follows criteria such as: originality, justification for the realisation of the project at school, openness to cooperation with students and compliance with the theme of the Competition (in particular as defined in clause 1.3. of the Terms and Conditions), the relevance of the issues raised by the Participant and the uniqueness of the work. As for [2] audiovisual material (film), the Prize Committee takes into account the justification of the Participant's desire to realise an artistic and social project at school, as well as its own free evaluation of the Participant's experience and competence.

## 6. COPYRIGHTS

- 6.1. By submitting the Competition Task, the Participant declares that:
  - 6.1.1. he/she is the sole author of the Competition Task and holds exclusive and unlimited (subject to clause 6.1.2 below) in any way proprietary copyrights to it;
  - 6.1.2. he/she may freely dispose of his/her proprietary copyrights to the Competition Task, and these rights are not encumbered by the rights of third parties, nor do third parties make claims against these rights;

- 6.1.3. he/she has not and will not incur any obligations in relation to the Competition Task that could prevent or impede the achievement of the objectives of the Competition and the use of the Competition Task,
- 6.1.4. his/her proprietary copyrights to the Competition Task have not been seized within the meaning of the regulations on enforcement proceedings;
- 6.1.5. the artistic and social project described in the Competition Task has not been previously carried out in a school or other educational facility.
- 6.2. At the moment of submission of the Competition Task, the Participant grants the Organiser, for a period of 5 years from the moment of delivery of the Competition Task, without the right of prior termination, a free, non-exclusive, territorially unlimited licence to use and dispose of the Competition Task (including the accompanying material), in whole or in part, in particular in the following fields of exploitation:
  - 6.2.1. entering the Competition Task, as well as parts of it, into computer memory, placing it on portable and virtual drives, portable data storage devices (memory cards or telephone);
  - 6.2.2. recording and reproducing it, in an unlimited number of copies, using all available techniques (including printing, as well as digital production on any medium);
  - 6.2.3. using it in order to carry out the work of the Organiser and the Prize Committee, as well as in information and promotional materials and in all kinds of publications concerning the Competition and the Organiser's statutory activity, and in all publications issued in traditional form and available in physical copies;
  - 6.2.4. making the Competition Task and derived works available to the public in such a way that everyone can access it at a time and place of their own choosing, in particular making it available on the Organiser's website and in the Organiser's social media;
  - 6.2.5. public performance of the Competition Task, staging it, webcasting and organising artistic events for the general public, and in particular for audiences in theatres and educational facilities, such as primary and secondary schools or universities.
- 6.3. The Participant who, on the basis of the agreement, has entrusted the management of the copyright in the Competition Task, including the granting of licences for the use of the Competition Task, to the collective management organisation for copyright or related rights, pursuant to the provisions of the Act on the Collective Management of Copyright and Related Rights of 15 June 2018 (Journal of Laws of 2018, item 1293), by submitting the Competition Task to the Competition, ensures that this organisation accepts the granting of the licence referred to in clause 6.2. to the Organiser. The Participant shall be liable to the Organiser that any collective management organisation for copyright or related rights shall not make any claims against the Organiser arising in connection with the use of the

Competition Task in the scope described above, and if such claims are made, the Participant shall promptly indemnify the Organiser against such claims and reimburse the Organiser for any costs incurred in settling such claims.

- 6.4. The Participant also agrees that the Organiser may use and benefit from derived works, including translations and adaptations of the Competition Task, together with the right to authorise the use and disposal of the derived works, including the right to stage the Competition Task.
- 6.5. In order to realise the objectives of the Competition, the Participant, when the results of the Competition are announced, undertakes to carry out the described artistic and social project in schools selected by the Organiser in the formula of at least 4 meetings and to complete the project. Furthermore, the Winner grants the Organizer permission to present the Competition Task to the schools selected by the Organizer and grants the Organizer a non-exclusive license for staging the artistic-social project described in the Competition Task, without territorial limitations, unconditionally, irrevocably and to the full extent of copyright and related rights to the Competition Task, in all known fields of exploitation. The licence will also cover subsequent realisations of the artistic and social project described in the Competition Task, including the right to use and dispose of the Competition Task in the fields of exploitation indicated in clause 6.2 and below:
  - 6.5.1. public performance of the artistic and social project in schools selected by the Organiser;
  - 6.5.2. recording the process of realisation and the final result of the artistic and social project on any image and sound carrier for archival purposes as well as for promotional and advertising purposes of the Organiser;
  - 6.5.3. staging, displaying, reproducing and broadcasting and re-broadcasting, as well as making a recorded realisation and the final result of the artistic and social project, in whole or in part, in such a way that members of the public may access them from a place and at a time individually chosen by them, in particular via the Internet;
  - 6.5.4. using excerpts from a recorded realisation and the final result of the artistic and social project for promotional and advertising purposes of the Organiser, on the Organiser's promotional and information materials, both printed and in other forms, including digital, in an unlimited number of copies and broadcasts, on all image and sound carriers and in all forms of image and sound recording.
- 6.6. The Organiser is entitled, at its discretion, to present the results of the performance of the artistic and social project in schools as chosen by the Organiser.
- 6.7. As soon as the results of the Competition are announced, the Winner of the Competition shall:

- 6.7.1. grant the Organiser permission to exercise derivative copyrights to the Competition Task, including translations, in order to adapt it for the purpose of carrying out artistic and social projects in line with the theme of the Competition, and to grant further permission to exercise derivative copyrights to the Competition Task for this purpose;
- 6.7.2. authorise the Organiser to exercise his/her moral rights to the Competition Task on his/her behalf in connection with the promotion and realisation of an artistic and social project, whereby the Organiser undertakes to indicate the Participant as the author of the Competition Task on each occasion. At the same time, the Participant undertakes not to exercise his/her moral rights to the Competition Task in a manner that would prejudice the legitimate interest of the Organiser.
- 6.8. The Winner shall not be entitled to the Prize, or, if he/she has already received it, he/she shall be obliged to return it to the Organiser within 7 days of being requested to do so, in the event that any of the declarations referred to in clause 6.1 are found to be incorrect. In addition, the Organiser may claim damages from the Winner.
- 6.9. The Organiser shall have the right to grant sub-licences.

## 7. PERSONAL DATA

- 7.1. Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation hereinafter "GDPR"), the Organiser informs that it is the controller of the personal data processed as part of the Competition.
- 7.2. In matters of personal data processing, one can contact the Organiser at the following e-mail address: m.sulecki@teatr21.pl or at the postal address.
- 7.3. Grounds and purposes for processing personal data:
  - 7.3.1. personal data in the form of the Participant's first and last name, will be processed on the basis of Article 6(1)(a) GDPR, i.e. on the basis of the Participant's consent and is collected solely for the purpose of conducting the Competition. Personal data may be processed for the purpose resulting from the legitimate interests of the personal data controller, which is the handling and defence of possible claims made in connection with the Competition (Article 6(1)(f) GDPR). Consent is given by submitting the Entry Form;
  - 7.3.2. personal data in the form of the Participant's first and last name, residential address and the Winner's email address, will be processed on the basis of Article 6(1)(a) GDPR, i.e. on the basis of the Winner's consent, and is collected for the sole purpose of issuing the Prize in the Competition and reporting the Prize to the Tax

Office competent for the Winner. In addition, personal data may be processed for a purpose arising from the legitimate interests of the personal data controller, which is the handling and defence of any claims made in connection with the Competition (Article 6(1)(f) GDPR). Consent is given by submitting the Entry Form;

- 7.3.3. personal data in the form of first and last name, residential address, PESEL/taxpayer identification number (NIP) is processed on the basis of the provisions of the Personal Income Tax Act (Art. 6(1)(c) GDPR) for a period of 5 calendar years after the year in which the Competition ends. Provision of the data necessary for tax settlement purposes is voluntary but necessary to receive the Prize.
- 7.4. The personal data of the Winner and Honourable Mention Winner will also be processed for the purpose of granting licences, consents, authorisations and incurring obligations in relation to the rights to the Competition Task as referred to in clause 6 of the Terms and Conditions. The basis for the processing of data for this purpose is Article 6(1)(b) of the GDPR.
- 7.5. Recipients of personal data may be entities with access to personal data under applicable laws. In the case of the finalists of the Competition, the recipients of the data may be persons visiting the Organiser's website and persons participating in the stage readings of the Competition Task.
- 7.6. The provision of personal data is voluntary but necessary to organise and conduct the Competition and to receive the Prize. By entering the Competition, the Participant agrees to the publication of his/her personal data (first and last name) in the event of winning.
- 7.7. Personal data will be processed for the Competition Period, the licence period and, after the end of the licence, for the period related to the expiry of claims related to the licence and for the period specified in tax and financial reporting regulations.
- 7.8. To the extent and subject to exceptions under the law, including the GDPR, Participants have the right of access to their personal data, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object and the right to lodge a complaint with the President of the Personal Data Protection Office in the event of a breach of data protection legislation.
- 7.9. The personal data will not be processed by automated means, including profiling.

#### 8. IMAGE

8.1. By submitting the Competition Task, the Participant declares that he/she grants permission to use his/her image for the purposes of publishing the results of the Competition, for the purpose of performing the Competition Task in person in a school or an educational facility, as well as for the purpose of exercising by the Organiser the rights resulting from the licence granted to the Organiser, referred to in clause 6 of the Terms and Conditions.

- 8.2. The Winner's image shall be used each time the Competition Task is performed (including the artistic and social project described therein), and also in connection with the promotion of the Organiser's statutory activities.
- 8.3. The Participant authorises the Organiser to repeatedly publish his/her image at any time and to use it in all fields of exploitation, known at the time of entering the Competition, in which the Competition Task will be used and in which the Participant's image is recorded, in particular to:
  - 8.3.1. distribute and use it in the fields of exploitation indicated in clause 6.2 of the Terms and Conditions without limitation as to time or territory, including in combination with other images;
  - 8.3.2. use of the Participants' image in any advertising material including those produced for use at sales outlets, in press materials and in publications and media broadcasts (including those distributed in the mass media);
  - 8.3.3. record and reproduce the image of the Participants and materials containing the image of the Participant or fragments thereof using any technique and on any medium;
  - 8.3.4. distribute the recorded performance or the final result of artistic and social projects containing the image of the Participants recorded in the Competition Task or fragments thereof to computer memory, the cloud environment or other portable media.
- 8.4. The Organiser has the right to mark the image of the Winner with his/her name.
- 8.5. The Organiser is granted the authorisations set out in this clause 8 of the Terms and Conditions at the time of the submission of the Entry Form, but in any event no later than at the time of the performance of the Competition Task or the recording of the performance of the Competition Task.
- 8.6. The Participant authorises the Organiser to use the derivative works of the Competition Task containing his/her image, as well as to dispose of such derivative works, editing and retouching them as dictated by aesthetic requirements and editorial or promotional considerations
- 8.7. By entering the Competition, the Participant agrees that, during the performance of the Competition Tasks and for a period of 3 years after the completion of the last Competition Task according to the Schedule, he/she will not withdraw his/her consent to the use of his/her image, including its dissemination, under the conditions described in the Terms and Conditions.

# 9. COMPLAINTS

- 9.1. All complaints related to the Competition may be submitted during the Competition Period and within two months after the end of the Competition. Complaints should be submitted by e-mail to: rezydencje@teatr21.pl or by registered mail to ul. Marymoncka 59a/3, 01-802 Warszawa.
- 9.2. Complaints should include the name and contact details of the Participant. In the content of the complaint, the reason for the complaint should be indicated together with a concise description of the occurrence. If the necessary information is missing, the Competition Organiser reserves the right to request the Participant to complete the complaint within 3 (three) days from the date of such request. Failure by the Participant to complete the complaint entitles the Organiser to leave the complaint unexamined.
- 9.3. Complaints will be dealt with within 14 (fourteen) days of their receipt by the Organiser.
- 9.4. Immediately after considering the complaint, the Participant submitting the complaint shall be notified of the Organiser's decision by registered letter sent to the postal address provided in the complaint or by e-mail to the e-mail address from which the complaint was submitted.
- 9.5. Irrespective of the complaint procedure, the Participant shall also have the right to seek redress through the courts.

#### 10. FINAL PROVISIONS

- 10.1. The Competition is not subject to the provisions of the Public Procurement Law of 11 September 2019. In matters not regulated by the Terms and Conditions, the Civil Code and the Act of 4 February 1994 on Copyright and Related Rights shall apply.
- 10.2. The Competition is not a game of chance, the outcome of which depends on chance within the meaning of Article 2 of the Act of 19 November 2009 on Gambling Games (i.e. Journal of Laws of 2020, item 2094, as amended)
- 10.3. The Organiser reserves the right to make changes to these Terms and Conditions if there is a compelling reason to do so, including, in particular:
  - 10.3.1. when it is necessary to adapt the provisions of the Terms and Conditions to the provisions of law,
  - 10.3.2. when the amendment is necessitated by a decision of a court or other authorized public authority,
  - 10.3.3. in order to prevent abuse,
  - 10.3.4. when the amendment involves only the correction of an obvious mistake or error in the Terms and Conditions.

- 10.4. The Organiser reserves the right to change the date and place of the Competition, the award ceremony, as well as to cancel the Competition for organisational reasons, including a change of the company, legal form or the seat of the Organiser, as well as for reasons of force majeure, including the introduction of local or national restrictions hindering or rendering it impossible to conduct the Competition.
- 10.5. The final decisions on the interpretation of the Terms and Conditions and on any matters not covered by the Terms and Conditions and concerning the Competition rest with the Prize Committee.
- 10.6. Appendix 1 "Residency We Share Space" Artist Entry Form and Appendix 2 "Schedule" constitute an integral part of the Terms and Conditions.
- 10.7. The Terms and Conditions, as amended, shall enter into force on 8 October 2022.