

## **Terms and Conditions of the "We Share Space" Competition**

### **1. GENERAL PROVISIONS**

1.1. Unless the context otherwise requires, the terms used in these Terms and Conditions shall mean:

1.1.1. **"Competition Period"** means the period from 28 August 2022 to 30 November 2022.

1.1.2. **"Prize Committee"** means the Committee referred to in clause 6 of the Terms and Conditions.

1.1.3. **"Selection Committee"** means the committee referred to in clause 5 of the Terms and Conditions.

1.1.4. **"Competition"** means the competition entitled "We Share Space", consisting of the execution of the Competition Task by the Participants; the rules of the Competition are set out in the Terms and Conditions.

1.1.5. **"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.

1.1.6. **"Extra Prize"** means a prize awarded to the Honourable Mention Winner in the form and under the terms 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 "We Share Space" Competition. The Terms and Conditions are available on the Organiser's website [www.teatr21.pl](http://www.teatr21.pl) 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. **"Honourable Mention Winner"** means the Participant whose Competition Task has been awarded honourable mention by the Prize Committee, which is entitled to select two Competition Tasks to be awarded honourable mentions.
- 1.1.11. **"Competition Task"** means a literary work prepared by the Competition Participant dealing with the topics specified in clause 1.3, personally created by the Participant in Polish, Ukrainian or English and intended to be staged as a performance in front of a school-age audience within the "Theatre at School" project.
- 1.1.12. **"Entry"** means the submission of a Competition Task to the Competition as referred to in clause 2.10 of the Terms and Conditions.
- 1.1.13. **"Winner"** means the Participant whose Competition Task has been selected as the winner by the Prize Committee, which is entitled to select two winning Competition Tasks.
- 1.2. The Competition aims to support young authors who represent the generation that is just entering the world of theatre and to develop playwriting aimed at young people as future young theatre-goers and audiences.
- 1.3. The Competition Task shall:
  - 1.3.1. address issues related to the problems and experiences of contemporary adolescents, in particular: the tensions of adolescence, entering adulthood in a rapidly changing world affected by pandemics and the loosening of interpersonal relationships, the migration crisis, the war crisis, the mental condition of contemporary teenagers;
  - 1.3.2. address questions such as: Is there room for diversity in a politically radicalising modern age? What or who is the point of reference for contemporary teenagers today? With what or with whom do adolescents share micro and macro worlds that are no longer stable and predictable places and whose future is increasingly uncertain and unexplored and needs to be re-imagined? Where can we find a point of reference for ourselves, how should we talk about weakness in such a way as to give strength? Is our identity something permanent, something coherent, what happens to us and our memories, to our self-image, when it is suddenly another culture that becomes a point of reference for us? How can we cope with the 'crisis of a new beginning', the feeling of losing ground, the change of perspective that makes us suddenly see ourselves and the world in a completely new light?
  - 1.3.3. describe the situation of "a new beginning" in the context of entering a new community, group, new culture, new language and new space.
- 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) who are under 26 years of age or minors above 16 years of age represented by legal guardians with full legal capacity.
- 2.2. In the situation where the Participant is a person under 18 years of age, it is necessary to enclose with the application a declaration and consent of the legal guardian to the Participant's taking part in the Competition, acceptance of the Terms and Conditions and consent to grant the licence described in the Terms and Conditions and consent set out in clause 9.
- 2.3. The Participant may be a person who resides or temporarily resides in the territory of Poland.
- 2.4. A Competition Task may be created by a single Participant, who shall hold all moral rights and proprietary copyrights to the submitted Competition Task.
- 2.5. The Competition Task may be dramatic works intended to be performed as a play in a school classroom and performed by one actress/actor, written in Polish, Ukrainian or English. Competition Tasks should not exceed 40,000 characters and their authors should take into account that their performance should fall within the duration of a 45-minute school lesson.
- 2.6. The Competition Task must not have been previously published or staged as a play.
- 2.7. 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. to 2.6. 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.
- 2.8. The Participant may only submit one Competition Task in the Competition. In the event that more than one Competition Task is submitted, the date of receipt shall be decisive in determining the priority of the application.
- 2.9. Employees of the Organiser, members of the Prize Committee and Selection 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.
- 2.10. In order to participate in the Competition, the Participant is obliged to apply by sending an e-mail to: [konkurs@teatr21.pl](mailto:konkurs@teatr21.pl) containing a scan of the completed and signed Declaration and the Competition Task in pdf format. A correct application e-mail should contain:

- 2.10.1. an electronic version of the Competition Task in .pdf format (Times New Roman, font size 12, line spacing 1.5) sent to the following e-mail address: konkurs@teatr21.pl;
  - 2.10.2. consent to grant the licence set out in the Terms and Conditions and consent set out in clause 9 (information included in the Declaration template);
  - 2.10.3. in the event that the Competition Participant is under 18 years of age, consent of the legal guardian to the Participant's taking part in the Competition, as well as consent to represent the Participant in matters relating to legal actions, and a declaration that the Participant's legal guardian fully accepts the provisions of these Terms and Conditions, and consent to grant the licence described in the Terms and Conditions and consent referred to in clause 9 (information included in the template of the Declaration by the legal guardian).
- 2.11. Each Participant is obliged to send the Application, the Competition Task in .pdf format and the consents referred to in clause 2.10 to the Organiser's e-mail address konkurs@teatr21.pl indicating in the title of the message "We Share Space Drama Prize".
  - 2.12. The Application must be submitted no later than 30 October 2022.
  - 2.13. Applications 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. The date of receipt of the e-mail will be decisive in determining whether the deadline has been met.
  - 2.14. Participants take part in the Competition at their own expense. The Organiser shall not refund the cost of participation in the Competition. Prints of the Competition Task submitted to the Competition become the property of the Organiser on the day of their delivery.

### **3. PRIZE AND EXTRA PRIZE**

- 3.1. The Prize in the Competition is a cash amount of PLN 10,000 (ten thousand) gross for each of the two prizewinning Competition Tasks, awarded to the Winners.
- 3.2. The Extra Prize in the Competition is a cash amount of PLN 1,000 (one thousand) gross for each of the two Competition Tasks which have received honourable mentions, awarded to the Honourable Mention Winners.
- 3.3. The Winners will be the two Participants whose Competition Tasks will be selected and deemed the best by the Prize Committee, according to the criteria described in clause 6.5. of these Terms and Conditions, from among all the Competition Tasks validly submitted to the Competition.

- 3.4. The Honourable Mention Winners will be the two Participants whose Competition Tasks will be selected by the Prize Committee, according to the criteria described in clause 6.5 of the Terms and Conditions, from among all the Competition Tasks validly submitted to the Competition.
- 3.5. The Organiser does not envisage any other prizes or awards for other Participants in the Competition, apart from the Prizes and Extra Prizes indicated above.
- 3.6. The payment of the Prize will be made to the bank account indicated by the Participant. The payment of the Prize will be made after the results of the Competition have been announced, within 21 days from the date the Winner indicates the bank account number. The Winner shall, within 3 days from the date of announcement of the results of the Competition, send to the Organiser's e-mail address [konkurs@teatr21.pl](mailto:konkurs@teatr21.pl) his/her bank account number and all necessary data requested by the Organiser in order to fulfil the tax obligation.
- 3.7. 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).
- 3.8. In the event that the Winner or Honourable Mention Winner cannot be contacted, or refuses to provide details enabling the Prize to be paid to fulfil the tax obligation referred to in clause 3.5 or if the Winner or Honourable Mention Winner provides incorrect contact details, the Winner or Honourable Mention Winner, after being contacted by the Organiser within 5 days, shall forfeit their entitlement to the Prize or Extra Prize respectively. In the event that the aforementioned data is not provided or in the event that consent to the processing of personal data is not given, the Organiser may decide that the Prize or the Extra Prize will be forfeited.
- 3.9. 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 or state of emergency which prevents the use of the Competition Task or death.
- 3.10. 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 or an Extra Prize.

#### **4. COURSE OF THE COMPETITION**

- 4.1. In the first stage, the Selection Committee 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 Prize Committee 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 Selection Committee the two winning Competition Tasks and two Competition Tasks which will be awarded honourable mentions and announces the Competition Winners and Honourable Mention Winners.
- 4.4. Winners of the Competition will be selected by 30 November 2022. The result of the Competition will be announced on the 21 Theatre Foundation's website [www.teatr21.pl](http://www.teatr21.pl) and on the Foundation's social media sites, as well as communicated to the media.

## **5. SELECTION COMMITTEE**

- 5.1. The task of the Selection Committee is to select from among all the Competition Tasks submitted to the Competition those which qualify for the second stage of the Competition, i.e. for submission to the Prize Committee for further evaluation.
- 5.2. The Selection Committee consists of 3 persons and is appointed by the Organiser. The Chairperson of the Selection Committee shall be appointed by the Organiser.

## **6. PRIZE COMMITTEE**

- 6.1. The Prize Committee consists of 4 persons and is appointed by the Organiser. The Chairperson of the Prize Committee shall be appointed by the Organiser.
- 6.2. The task of the Prize Committee is to select from the Competition Tasks proposed by the Selection Committee the two winning Competition Tasks and two Competition Tasks awarded honourable mentions.
- 6.3. 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.
- 6.4. 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.
- 6.5. When selecting the winning Competition Tasks and Competition Tasks awarded honourable mentions, the Prize Committee follows criteria such as: originality, style of language, aesthetic qualities, relevance and consistency of the issues raised by the Participant with the

theme of the Competition (in particular as set out in clause 1.3 of the Terms and Conditions), as well as the uniqueness of the work.

## **7. COPYRIGHTS**

7.1. By submitting the Competition Task, the Participant declares that:

- 7.1.1. he/she is the sole author of the Competition Task and holds exclusive and unlimited (subject to clause 7.1.2 below) in any way proprietary copyrights to it;
- 7.1.2. 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;
- 7.1.3. 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;
- 7.1.4. his/her proprietary copyrights to the Competition Task have not been seized within the meaning of the regulations on enforcement proceedings;
- 7.1.5. the Competition Task has not been previously published as well as has not been staged in the form of a play.

7.2. 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, in whole or in part, in particular in the following fields of exploitation:

- 7.2.1. 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);
- 7.2.2. recording and reproducing it, in an unlimited number of copies, using all available techniques (including printing, as well as digital production on any medium);
- 7.2.3. using it in order to carry out the work of the Selection Committee 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;
- 7.2.4. making the Competition Task 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;

- 7.2.5. 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.
- 7.3. 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 paragraph 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.
- 7.4. 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.
- 7.5. In order to realise the objectives of the Competition, the Participant who is the Winner or the Honourable Mention Winner, when the results of the Competition are announced, grants the Organiser permission to decide on the first release of the Competition Task to the public and grants a non-exclusive licence for the first public staging of the Competition Task in the form of a theatrical performance within the Theatre in the Classroom formula or in the form of a stage reading, 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 performances or stage readings of the Competition Task, including the right to use and dispose of the Competition Task in the fields of exploitation indicated in clause 7.2 and below:
- 7.5.1. public performance, including in the form of a stage reading, and pre-premiere staging of the Competition Task in the form of a monodrama and presentation, inter alia, in selected schools or theatres;
- 7.5.2. recording of the play or of the stage reading on any image and sound carrier - for archival purposes as well as for promotional and advertising purposes of the Organiser;
- 7.5.3. staging, displaying, reproducing and broadcasting and re-broadcasting, as well as making a recorded performance or stage reading available to the public, 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;



- 7.5.4. using excerpts from a recorded performance or stage reading 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.
- 7.6. The Organiser, at its discretion, is entitled to present the Competition Task in schools and theatres of the Organiser's choice in the territory of Poland.
- 7.7. As soon as the results of the Competition are announced, the Winner of the Competition shall:
  - 7.7.1. grant the Organiser permission to exercise derivative copyrights to the Competition Task, including translations, for the purpose of its adaptation into a play and for the purpose of its stage reading, and to grant further permission to exercise derivative copyrights to the Competition Task for this purpose;
  - 7.7.2. authorise the Organiser to exercise his/her moral rights to the Competition Task on his/her behalf in connection with the adaptation to a play or stage reading, 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.
- 7.8. The Winner, who, on the basis of the concluded agreement, has entrusted the management of the copyright to the winning Competition Task, including the granting of licences for the use of this 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), upon the announcement of the results of the Competition, undertakes to ensure that the above-described: licence, consents, authorisations and responsibilities shall be granted to the Organiser by the relevant collective management organisation for copyright or related rights to the extent that such organisation has the right to grant them.
- 7.9. If the parties to the agreement referred to in clause 7.8, including the collective management organisation for copyright or related rights, do not agree on the terms of the agreement within 21 days from the announcement of the results of the Competition, the Participant who is the Winner of the Competition or the Honourable Mention Winner shall lose the right to the Prize or the Extra Prize, respectively, and the Organiser shall not be obliged to pay the Prize or the Extra Prize. At the same time, the Participant will not be entitled to any claims on this account against the Organiser and the Participant shall waive these claims. The Participant shall also be liable to the Organiser for the fact that any collective management organisation for copyright or related rights will not make any claims against the Organiser in relation to the use of the Competition Task for the purposes of the Competition or the lack of an agreement as referred to in clause 7.8. If such claims are made against the Organiser, the

Participant shall indemnify the Organiser immediately and reimburse the Organiser any costs incurred in settling such claims.

- 7.10. The Winner or the Honourable Mention Winner shall not be entitled to the Prize or the Extra Prize, as the case may be, or, if they have already received it, they 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 7.1 are found to be incorrect. In addition, the Organiser may claim damages from the Winner or the Honourable Mention Winner.
- 7.11. The Organiser shall have the right to grant sub-licences.

## **8. PERSONAL DATA**

- 8.1. 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.

- 8.2. In matters of personal data processing, one can contact the Organiser at the following e-mail address: [m.sulecki@teatr21.pl](mailto:m.sulecki@teatr21.pl) or at the Organiser's postal address.

- 8.3. Grounds and purposes for processing personal data:

- 8.3.1. 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 Application;
- 8.3.2. personal data in the form of the Participant's first and last name, residential address and the Winner's e-mail 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 Application;
- 8.3.3. 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.

- 8.4. 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 7 of the Terms and Conditions. The basis for the processing of data for this purpose is Article 6(1)(b) of the GDPR.
- 8.5. 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.
- 8.6. 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.
- 8.7. Personal data will be processed for the duration of the Competition, the duration of the licence 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.
- 8.8. 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.
- 8.9. The personal data will not be processed by automated means, including profiling.

## **9. IMAGE**

- 9.1. 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, 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 7 of the Terms and Conditions.
- 9.2. 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:
  - 9.2.1. distribute and use it in the fields of exploitation indicated in clause 7.2 of the Terms and Conditions without limitation as to time or territory, including in combination with other images;

- 9.2.2. in particular, the Organiser has the right to use the Participants' image in all advertising materials - including those produced for use at sales outlets, in press materials and in publications and media broadcasts (including those distributed in the mass media);
  - 9.2.3. 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;
  - 9.2.4. distribute the Competition Tasks containing the image of the Participants recorded in the Competition Task or fragments thereof to computer memory, the cloud environment or other portable media.
- 9.3. 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.

## **10. COMPLAINTS**

- 10.1. 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: [konkurs@teatr21.pl](mailto:konkurs@teatr21.pl) or by registered mail to: ul. Marymoncka 59a/3, 01-802 Warszawa.
- 10.2. 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.
- 10.3. Complaints will be dealt with within 14 (fourteen) days of their receipt by the Organiser.
- 10.4. 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.
- 10.5. Irrespective of the complaint procedure, the Participant shall also have the right to seek redress through the courts.

## **11. FINAL PROVISIONS**

- 11.1. 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.
- 11.2. 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).
- 11.3. 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:
  - 11.3.1. when it is necessary to adapt the provisions of the Terms and Conditions to the provisions of law,
  - 11.3.2. when the amendment is necessitated by a decision of a court or other authorized public authority,
  - 11.3.3. in order to prevent abuse,
  - 11.3.4. when the amendment involves only the correction of an obvious mistake or error in the Terms and Conditions.
- 11.4. 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.
- 11.5. 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.
- 11.6. The Terms and Conditions shall enter into force on 28 August 2022.