**Transatlantyk Festival 2020**

announces:

**TRANSATLANTYK Instant Composition ContestTM**

Katowice 2020

ART DIRECTOR

**JAN A.P. KACZMAREK**

**Regulations**

**§ 1. General provisions**

1. These regulations ("**Regulations**") set out the rules for the organisation of a contest under the name "Transatlantyk Instant Composition ContestTM” ("**Contest**") and is made available free of charge as a hard copy in the Organiser's seat, in the festival office referred to in sec. 3 below and on the website [www.transatlantyk.org](http://www.transatlantyk.org) ("**Website**") in a recordable format.
2. The Contest is organized by the "Transatlantyk Festival" Foundation with its registered office in Łódź: Plac Wolności 5, 91-415 Łódź, entered in the Register of Entrepreneurs and the Register of Associations, Foundations and Public Benefit Organizations of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register under number 0000557292, VAT No.: 7252086370, REGON Statistical No.: 361487979, e-mail address: office@transatlantyk.org ("**Organiser**").
3. The Organiser is the promisor of the prize within the meaning of Article 921 of the Civil Code. The Regulations constitute the content of the Organiser's public promise.
4. The Contest will accompany the "Transatlantyk Festival 2020" organised by the Organiser, which will take place in Katowice from 1 October 2020 to 8 October 2020 ("**Festival**").
5. In order to take part in the Contest it is required to:
6. hold and indicate in the application to the Contest an e-mail address which will be used by the Organiser to communicate with the Participant as regards the course of the Contest;
7. to appear in person at the place and time where and when particular stages of the Contest shall be carried out so that the contest task can be performed.
8. The Contest consists of two stages: the qualifying round and the final, each of which consists in the performance of the contest task referred to in § 3.1 of the Regulations. In order to try to win the prizes provided for in the Regulations, the Participant should take part in the final of the Contest after having successfully passed the qualifying stage.

**§ 2. Application to the Contest**

1. Contest applications shall be accepted from the date on which the announcement on the Website about the commencement of the acceptance of Contest applications is published **until 2.10.2020.**
2. Any natural person may be a Contest Participant, having full legal capacity, who was not born before 1 January 1981 and correctly applied for the Contest in accordance with the following provisions (hereinafter referred to as the "**Participant**"). A person with limited legal capacity (in particular a minor over 13 years of age) may also take part in the Contest, however, in order to participate in the Contest, a written consent of a guardian is required, verified by the Organiser.
3. The Contest is not open to the winners of the three main prizes in the Transatlantyk Instant Composition Contest which took place in previous years, as well as the Organiser's employees (regardless of the form of employment, in particular persons employed under employment contracts or persons cooperating under civil-law contracts) and their closest relatives or persons related by affinity (parents, grandparents, spouses, children and grandchildren and siblings and children of siblings).
4. The proper application to the Contest requires:
5. full completion with true details and facts of the Content application form available on the Website,
6. confirmation that one has read the Regulations,
7. the payment of the entry fee in accordance with the data indicated on the Website and in Annex 1 to the Regulations

during the period of acceptance of applications referred to in sec. 1 above, i.e. until **2.10.2020.**

1. The date of application is the date on which the entry fee is credited to the Organiser's account.
2. The application shall be made through a completed application form referred to in sec. 4(a). above, together with proof of payment of the entry fee referred to in paragraph 4(c). above, all to be sent to the address [competition@transatlantyk.org](mailto:competition@transatlantyk.org). Please provided your full name in the subject line. In the case of applications submitted by persons having no full legal capacity, the email should also contain a scan or a photo of the consent referred to in paragraph 2 above, given by the legal guardian of such person.
3. As soon as the application is received (i.e. immediately after the entry fee is credited to the Organiser's account), the Organiser shall verify the application.
4. The application shall be verified within 14 (fourteen) days of its receipt by the Organiser. Immediately after the verification is completed, the Organiser shall inform the entrant about the acceptance or rejection of the Contest application.
5. The Organiser may reject the application in the event of:
6. an application filed after the deadline for receipt of applications;
7. a person applying to enter the Contest who is excluded from it in accordance with paragraph 3 above;
8. finding deficiencies in the application form, in particular incomplete or obviously incorrect completion of the application form, payment of an incorrect amount or withdrawn payment, subject to sec. 10 below.
9. In the cases referred to in sec. 9(c) above, the Organiser calls on the entrant to remedy the deficiencies of his/her application to the Contest within a specified time limit, not shorter than 14 (fourteen) days. After the expiry of this time limit, the Organiser is entitled to reject the application. In such a case, if the entry fee has been paid, it shall be refunded within 30 days of the expiry of the time limit for supplementing the deficiencies in the application if they have not been supplemented.
10. The Organiser reserves the right to cancel the Contest in the case of failure to have the sufficient number of correct applications (minimum 10) or in the case of other, extraordinary circumstances of force majeure nature, which will not allow the Contest to be carried out in the manner described in the Regulations. The Organiser shall inform about the possible cancellation of the Contest not later than within 5 days. In the case of cancellation of the Competition, the entry fee will be refunded to the Participants within 30 working days.

**§ 3. Contest task**

* + - 1. The contest task in the Contest consists in the Participant performing an improvised instrumental composition on the piano live which is a musical supplement to a clip of the film presented by the Organiser (hereinafter: "**Contest Task**").
      2. The course of performing the Contest Task is such that the Organiser shows each Participant individually a clip of the film to which the Contest Task relates. The same clip of the film is then displayed again and during this re-display the Participant should present his or her composition according to the assumptions indicated in sec. 1 above.
      3. The film, including its clip, to which the Contest Task relates, its genre and other features are not disclosed to the Participants by the Organiser before the performance of the Contest Task is commenced.
      4. Within the meaning of the Regulations, a live performance of the Contest Task is the performance simultaneously with the second displaying of the clip, which will take place on the Participant's signal.
      5. Within the meaning of the Regulations, "improvised composition" is a composition:

1. which is not a previously known piece of music,
2. to which the Participant has full economic copyrights and personal rights,
3. and which will be disclosed to the public for the first time, as well as performed, during the performance of the Contest Task by the Participant.
   * + 1. Within the meaning of the Regulations, "a composition constituting a musical supplement to a clip of the film" is a composition which is synchronized in terms of plot and music with the picture of the clip of the film displayed by the Organiser.
       2. The clip of the film to which the Contest Task relates will be the same for each Participant at a given stage of the Contest.
       3. The clip of the film to which the Contest Task relates will not be longer than 15 minutes.
       4. The performance of the Contest Task constitutes the Participant's Contest work (hereinafter referred to as the "**Contest Work**"), which must be performed in person each time.
       5. Each Participant may take part in a given edition of the Contest only once and may perform the Contest Task at a given stage of the Contest only once.

**§ 4. The Progress of the Contest**

* + - 1. In the first stage of the Contest there is a qualifying round carried out in which all Participants participate.
      2. The qualifying stage and the final will take place on 7 October 2020 in Katowice. The Organiser shall inform the Participants about the exact place of the qualifying round by sending a message to the e-mail address indicated in the application form no later than 14 (fourteen) days before the qualifying round date.
      3. The qualifying round consists in the performance of the Contest Task in the presence of the jury appointed by the Organiser (hereinafter referred to as the: "**Jury**"). The Organiser may allow the audience to participate in the qualifying round.
      4. The Jury evaluates the Contest Works submitted by the Participants during the qualifying stage, in particular according to the criteria of overall impression, originality, relevance, creativity, composition, technical skills, artistic level and synchronization with the picture.
      5. On the day of the qualifying round, immediately after the end of the session, the Jury will announce the list of Participants qualified for the second stage of the Contest – the final.
      6. The final of the Contest consists in the Contest Task performed in the presence of the Jury, with the participation of an audience. A clip of the film in the finals of the Contest will be a different one than the clip of the film to which the Contest Task relates in the qualifying round. The clip of the film in the final of the Contest will last no longer than 15 minutes and will be the same for all Participants qualified for the final of the Contest.
      7. From among the Participants who will perform the Contest Work during the final stage of the Contest, the Jury, based on the criteria referred to in paragraph 4 above, will select the winner of the Contest (hereinafter referred to as: the “**Winner**), who will receive the prize referred to in § 5.1 of the Regulations.
      8. The Winner will be announced during the closing gala of the Festival on 8 October 2020 (hereinafter referred to as: the "**Closing Gala**").
      9. Participants in the final of the Contest are required to attend the Closing Gala.
      10. Each Participant may decide not to participate in the Contest by submitting a statement to the Organiser by e-mail to: competition@transatlantyk.org. The Organiser has the right to verify the identity of the person submitting the declaration of withdrawal from the Contest in order to avoid abuse. In the case of withdrawal from the Contest, the Participant loses the right to participate in the Contest, its individual stages in the case of withdrawal from the Contest while it lasts, and the right to the prize, in the case of withdrawal after the prize is awarded.

**§ 5. Winner selection and the Prize**

1. There is one cash prize for the first place in the Contest - Transatlantyk Instant Composer Award - PLN 10,000.00, hereinafter referred to as the "**Prize**".
2. All Participants in the final of the Contest receive diplomas of participation in the Contest, awarded during the Closing Gala.
3. The Organiser reserves the right to award also prizes not provided for in the Regulations.
4. The Organiser has the right not to award the Prize (leave the Contest with no winner selected) if none of the Contest Works performed during the final stage of the Contest meets, in the opinion of the Jury, the minimum quality and artistic requirements, i.e. in the event that:
5. none of the Contest Participants performs the Contest Work in the final of the Contest within the time limit (i.e. immediately after the first display of the clip of the film to which the Contest Task relates in the final);
6. none of the Participants in the final of the Contest fully performs the Competition Work, in particular the Contest Work does not include the entire clip of the film displayed as part of the Contest Task in the final of the Contest;
7. no Contest Work performed during the Contest final constitutes an original, harmonious improvisation with a higher than elementary compositional level.
8. The Jury, subject to sec. 4 above, shall award the Prize for the 1st (first) place in the Contest, with no award ex aequo.

**§ 6. Awarding of the Prize**

1. The Winner shall be informed about the awarding of the Prize during the Closing Gala, and the Organiser shall notify the Winner about the awarding of the Prize in a message addressed to the e-mail address provided in the application form (hereinafter referred to as: the “**Notice**"). If the Winner is absent from the Closing Gala, he/she shall be notified of the award of the Prize only by the email referred to in the preceding sentence.
2. The notice of awarding the Prize shall contain information about:
3. the award of the Prize,
4. the need for the Winner to declare acceptance of the Prize within 30 (thirty) days of receiving the Notice;
5. the need for the Winner to provide, within 30 (thirty) days from the date of receipt of the Notice, the data necessary to give away the Prize, i.e. the bank account number for the transfer of the Prize and the details of the bank that maintains that account or other information necessary to give away the Prize. The data of the account holder must be consistent with the data of the Winner indicated in the Contest application.
6. The Winner who has refused to accept the Prize during the Closing Gala shall be notified of the award of the Prize, together with information about the refusal to accept it and the consequent loss of the right to receive the Prize.
7. The Prize shall be granted through bank transfer to the account specified by the Winner in accordance with sec. 2(c) above, within 10 months of the Closing Gala, subject to sec. 5-8 below.
8. The Prize is issued subject to:
9. the Winner's declaration of acceptance of the Prize;
10. the submission of data by the Winner as set out in the Notice;.
11. The right to receive the Prize cannot be transferred to a third party without the Organiser's consent given at least in the form of a document.
12. If the awarding of the Prize proves impossible despite the Organiser exercising due diligence, in particular due to incorrect data provided by the Winner for issuing the Prize, the Prize that has not been given away remains at the Organiser's disposal.
13. The Prize shall be awarded in accordance with tax regulations, i.e. before the Prize is issued, the Organiser, as the payer, shall deduct the flat-rate personal income tax on competition prizes in the amount of 10% of the Prize value.

**§ 7. Intellectual property**

1. By submitting an application to the Contest, the entrant declares that he/she is entitled to make such an application and to grant the approvals, permits and licenses referred to in the Regulations, and in particular, he/she declares that he/she acknowledges and agrees that the course of the Contest will be recorded by the Organiser for audio and video, including the image of the Participant and his/her performance of the Contest Work.
2. Upon commencing the performance of the Contest Work, the Participant:
3. grants the Organiser a non-exclusive, territorially unlimited license to use the Contest Work to the extent that it constitutes a work within the meaning of the copyright law, in the following fields of exploitation: within the scope of recording and multiplication of the work constituting the Contest Work - production of copies of the work by a specific technique, including printing, reprography, magnetic recording and digital technology for the purpose of its distribution through public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work available to the public so that everyone can access it at a place and time of their choice, in particular on the Website and on the Organiser's profiles and accounts on social networking sites such as Facebook, Twitter, YouTube, in order to promote the Organiser, the Contest and the Festival, including their possible subsequent editions.
4. grants the Organiser a non-exclusive, territorially unlimited license to use the artistic performance of the Contest Work as regards recording of the artistic performance of the Contest Work by any technique chosen by the Organiser and disseminating such recorded artistic performance of the Contest Work through broadcasting, rebroadcasting and playing it, as well as making the recording of the artistic performance of the Contest Work available to the public in such a way that everyone can have access to it at a place and time of their choice, in particular on the Website and on the Organiser's profiles and accounts on social networking sites such as Facebook, Twitter, YouTube, in order to promote the Organiser, the Contest and the Festival, including their possible subsequent editions;
5. allows the Organiser to publish his/her image within the scope and for the purposes of exercising the rights described in points (a) and (b) above, without time or territorial limitations.
6. The licence referred to in paragraph 2 includes the right to exercise derivative rights to the work constituting the Contest Work and to its artistic performance, in particular the right to combine the work constituting the Contest Work with other works, in whole or in part, at the Organiser’s choice. The Participant authorizes the Organiser to exercise its rights with respect to the integrity of the content and form of the work and its reliable use, as well as to supervise the use of the work.
7. The licence referred to in paragraphs 2-3 above is granted for an indefinite period of time and allows for granting further licences (sub-licenses).
8. The Organiser is not obliged to disseminate the work constituting the Contest Work or its possible compilation.
9. The Participant is not entitled to any other benefit than the possible prize in the Contest as a result of granting the rights and permits referred to in paragraphs 1-4 above.
10. Any individual designation of the Organiser, Festival or Contest is the property of the Organiser and may only be used with his consent, subject to generally applicable law.

**§ 8. Complaints**

1. Complaints regarding the course of the Contest may be submitted via e-mail in the form of a message with the suggested title "ICC 2020 Complaint" to the Organiser's address [competition@transatlantyk.org](mailto:competition@transatlantyk.org) within 7 days of the announcement of the results of the Contest.
2. The complaint shall be resolved by the Organiser within 14 days of its correct submission.
3. A correctly submitted complaint should include the first name, surname and e-mail address of the person submitting the complaint, as well as a detailed description and indication of the reason for the complaint and the request.
4. The person submitting the complaint shall be notified of the outcome of the considered complaint to the e-mail address in accordance with the data indicated in sec. 3.

**§ 9. Final provisions**

1. In the event that the Closing Gala cannot be held on time or is impossible or significantly impeded by binding guidelines from the relevant public authority, in particular in connection with an epidemic situation, or by other circumstances of force majeure nature:
   * + - 1. the Winner will be announced by 9 October 2020 by posting the Winner's list on the Website indicating the Winner's first name and the first letter of the Winner's surname name and city of origin;
         2. the Winner will be notified of the award of the Prize only by way of Notice;
         3. diplomas will be awarded to the Participants of the Contest final by sending them by post to the address indicated in the Contest application;
         4. the Prizes will be issued within 2 (two) months from the date of announcement of the Contest results;
         5. § 4.11 and § 6.3 of the Regulations shall not apply.
2. The Regulations are subject to the provisions generally applicable in Poland, unless otherwise stipulated by mandatory provisions of law.
3. These Regulations are drawn up in two language versions: Polish and English. In the case of any discrepancy between the Polish and English language versions, the Polish version shall apply.
4. Information concerning the processing of personal data of applicants of the Participants, the Winner and persons submitting a complaint in the Contest can be found in the Privacy Policy.

**Annex no. 1 to the Contest Regulations**

All Contest Participants are obliged to pay an entry fee in the amount:

**EUR 15** (in words: fifteen euro) or **PLN 65** (in words: sixty-five zlotys)

to the Organiser's bank account in accordance with the data below:

Fundacja Transatlantyk Festival

Plac Wolności 5, 91-415 Łódź.

PL 15 1090 2705 0000 0001 3270 4699.

SWIFT/BIC WBKPPLPP code (for euro-regulated transfers).

Bank branch address: Bank Zachodni WBK S.A. ul. Rynek 9/11, 50-950 Wrocław.

**Deadline for payment of the fee is 2 October 2020.**

**The transfer description should specify: the full name of the Participant and the note 'ICC'.**