

## **Regulation of the competition "Polish Radio Experimental Studio Rebooted"**

1. The regulations specify the conditions of participation in the composer competition "Polish Radio Experimental Studio Rebooted" ("Competition").
  2. The Organizer of the Competition is the Adam Mickiewicz Institute with its seat in Warsaw (00-560), Mokotowska street 25, entered into the Register of Cultural Institutions maintained by the Ministry of Culture and National Heritage as number RIK 70/2006, NIP:701-00-10-966, REGON: 140470071.
  3. The Subject of the Competition is to create an electronic composition based on samples from the Studio of the Experimental Polish Radio available on the website:  
<https://www.ableton.com/en/blog/sounds-polish-radio-experimental-studio/>, lasting for 180-360 seconds.
  4. The prize in the Competition is a remuneration-based promotion of the award winning compositions by making them publicly available online (on the websites of the Organizers of the Competition: [thequietus.com](http://thequietus.com) and [culture.pl](http://culture.pl)) and - optionally - by recording and multiplying them as well as introducing onto the market in the form of Audio CDs or on other media carriers for the remuneration paid by IAM to the Winner of the Competition in the amount of EUR2.000,00.
  5. To take part in the competition it is required to send electronic version of the submissions including:
    - 5.1 full name and surname of the participant or participants, passport numbers, tax identification number;
    - 5.2 recording the composition or compositions submitted to the Competition on an mp3 format (in the case of files with the total size exceeding 10MB, it is necessary to use internet tools to transfer data, e.g. the WeTransfer.com);
    - 5.3 signed scan of this Regulations document as a commitment to observe it.
  6. Employees of the Organizer and third parties acting in cooperation with the Organizer for the purposes of conducting the Competition as well as their ascendants and descendants shall be excluded from the participation in the Competition.
  7. The deadline for sending submissions to the Competition expires on 31.08.2019. Submissions sent after the aforementioned deadline shall not be accepted. The submissions should be sent to the following address: [presrebooted@iam.pl](mailto:presrebooted@iam.pl). In the title to the message one should place the name and surname and the title of the project: Polish Radio Experimental Studio Rebooted.
  8. The 4 Winners shall be selected in an open ballot by the ordinary majority of votes cast by the 5-member jury appointed by the Organizers of the Competition in accordance with the following criteria:
    - originality of the work's concept and sound;
    - relation between the work and aesthetics and history of the Polish Radio Experimental Studio;
    - professionalism of music production.
- Should the jury fail to deliver an unequivocal verdict, the president of the jury, appointed by the Adam Mickiewicz Institute, shall have the final say. All participants shall be notified of the results of the Competition via e-mail by 30.09.2019 at the latest.
9. The Organizer reserves the right of the Jury not to award the prize if they find that none of the compositions submitted for the Competition meets the premises and objectives of the Competition and the right to select fewer than 4 Winners.
  10. The decision of the jurors is final and is not subject to being revoked.

11. The Prize for the Winners of the Competition shall be settled in accordance with a licensing agreement governing the terms and conditions of the use of the composition on the basis of a template that constitutes Appendix no 1 to these Regulations.

12. By joining the Competition through submitting the composition to the Competition, the Participant agrees for their personal data to be processed by the Organizer in the form of publishing the full name and pseudonym of the winning or distinguished Participant on websites and social networking sites as well as other press and promotional materials.

13. According to article 13 of the European Parliament and Council (EU) 2016/679 dated 27 April, 2016 regarding the protection of natural persons in relation to the processing of personal data and regarding the free flow of such data and waving the directive 95/46/EC (Journal of Laws of the European Union L119/1 dated 4.5.2016), hereinafter referred to as "GDPR" the Organizers of the Competition inform that:

1) The administrator of personal data of participants of the competition is the Adam Mickiewicz Institute (IAM) with its seat in Warsaw (00-560), Mokotowska street 25

2) the contact with the Data Protection Inspector in IAM is possible via email: [odo@iam.pl](mailto:odo@iam.pl)

3) Personal data of the participants of the Competition shall be processed in order to conduct the Competition pursuant to Article 6.1.f of the GDPR; participate in the Competition; publish full name of the Winner in press and promotional materials pursuant to Article 6a.1.a of the GDPR (a consent) and to conclude, realize and settle the licensing agreement – pursuant to Article 6.1.b of the GDPR,

4) The personal data of the participants of the Competition will be stored during the duration of the competition and settling of the licensing agreement and in the mandatory period of storing documents by IAM, established according to separate provisions.

5) the recipients of Competition participants' personal data shall be entities performing the services of managing systems and IT software of the Administrator, external entities performing services for the Administrator and entities eligible to obtain personal data on the basis of legal regulations (including public administration bodies),

6) Participants of the Competition have the right to access the content of their personal data and the right to correct it, remove it and limit it's processing, right to object in cases specified in the GDPR regulations,

7) Participants of the competition, have the right to submit a complaint to the President of the Protection of Personal Data Office, if he/she considers that the processing of his/her data processing is violating the GDPR regulations.

14. The Regulations document enters into force as of the date it is announced.

15. Organizers reserve the right to decide upon contentious issues and issues not covered by the Regulations.

16. Organizes reserve the rights to compliment the Regulations with additional contractual provisions.

17. Participants of the Competition are obliged to acquaint themselves with the Regulations.

18. The Organizer reserves the right to cancel the Competition without providing a reason. The Participants shall not be entitled to raise any claims against the Organizer for the cancellation of the Competition.
19. In matters not regulated by the Regulations the provisions of the Civil Code shall apply.
20. All participants will be able to submit appeals to the results of the Competition to the following e-mail address: [mmendyk@iam.pl](mailto:mmendyk@iam.pl) . Appeals shall be considered by the Adam Mickiewicz Institute within 60 days from the moment they are sent.

## Attachment number 1

### Template of the licensing Agreement

#### Licensing Agreement number .....

concluded on ..... in Warsaw between:

**Adam Mickiewicz Institute** with its seat in Warsaw (00-560), ul. Mokotowska 25 entered into the Cultural Institutions Register by the Minister of Culture and National Heritage as RIK number 70/2006, NIP: 701-00-10-966, REGON: 14 04 700 71, represented by:

..... – Zastępcę Dyrektora,

..... – Zastępcę Dyrektora,

Hereinafter referred to as "**Licensee**",

And

**Mr./Ms** .....

Residing at

..... (.-...), at

....., with the PESEL number ....., NIP

.....,

Hereinafter referred to as "**Licensor**", hereinafter referred jointly as "**Parties**", with the following content:

***This Agreement is being concluded as part of the Programme Polska 100***

#### § 1

1. The subject of this agreement is the granting by the Licensor to the Licensee a consent to use the musical composition entitled ..... ("Composition") in the period specified in this Agreement.
2. The Licensor herein states that he has the author's economic rights and related rights to the composition and that the Composition is not encumbered with legal defects making it impossible to freely use it by the Licensee according to the conditions of this Agreement.
3. The Licensor herein states that he is the only creator of the Composition and that the Composition is not encumbered with legal defects making it impossible to freely use it by the Licensee according to the conditions of this agreement.
4. The Licensor states and guarantees to he Licensee that the use by the Licensee of the Composition, does not violate the provisions of law and legally protected right of third parties or rights of those persons to material goods.

#### § 2

1. As per this Agreement, the Licensor shall grant the Licensee a non-exclusive license in the scope of author's economic rights and related rights to the use of the Composition in the following fields of use:
  - a) in the scope of multiplying or recording the Composition - generating, with any technique, copies of the Composition, including techniques of magnetic recording and digital technology,
  - b) in the scope of selling the original or copies thereof, on which the Compositions was recorded - selling, borrowing or leasing the original or copies,
  - c) in the scope of popularizing the Composition in any other way than the one specified in point b - publically performing, displaying and transmitting or re-emitting of the Composition in such a way that everyone might have access to it in a place and time selected by oneself, inter alia ICT networks including the Internet.

2. Licensee also has the right to use the Composition for promotional and advertising purpose related to the statutory activity of Licensee.
3. The Licensor grants the Licensee the right to allow third parties to execute the derivative copyrights to the Composition including all forms of the Composition, and in particular the translation into all language versions, cover versions and renditions on fields of use specified herein.
4. The Licensee has the right to use the Composition without limitations as to the number of copies and without territorial limitations.
5. The Licensor grants the Licensee the consent for the transfer of license rights to third parties (sublicense).
6. The license, which is the subject of this Agreement shall be granted for an unlimited time, starting on the day of concluding this Agreement excluding the possibility of withdrawing from the License on the basis of article 68 dated February 4, 1994 on copyrights and related rights.
7. If there is any income obtained by the Licensee from selling of the copies of the Composition, the Licensee obliges himself to pay royalties to appropriate organization managing author's copyrights every time it is necessary on the basis of the agreement concluded with that organization and according to the rates provided by that organization's tables of remuneration.

### **§ 3**

Licensor obliges himself to deliver a phonograph enabling the use of the Composition in all fields of use mentioned in § 2 of the Agreement within the deadline until 30.11.2019 in the form of .....

### **§ 4**

Licensee obliges himself to ensure highest quality and care when using the Composition.

### **§ 5**

1. Licensee obliges himself to pay to the Licensor the remuneration of 2000 Euro gross (in words: two thousand British Pounds gross) for the use of the Composition.
2. The remuneration specified in section 1 refers to all fields of use mentioned in § 2 section. 1 of the agreement and exhausts all obligations of Licensee towards the Licensor regarding the use of the Composition. The remuneration includes also the due amount for granting consent to transfer the licensing rights to third parties, granting rights to allowing third parties to execute related copyrights towards the Composition and for transferring the ownership of a copy of the Composition, mentioned in § 3 hereof.
3. The remuneration will be paid after transferring the Composition on the basis of the financial document issued by the Licensor within 14 days from accepting the above mentioned financial document to the bank account number .....
4. The date of timely payment is the date of charging the Licensee account, on the last day of the date of payment at the latest.
5. In relation to the financial year and the principles of public finances the Licensor obliges himself to issue and hand over to the Licensee the financial document constituting the basis for payment of the amount, mentioned in this section 1 in the absolute deadline until the 15 December ....., with the penalty of 10% of the value mentioned in this section 1, for every day of delay in delivering the abovementioned financial document.
6. The licensor is obliged to place on the financial document information about the person mentioned in § 14 and about the subject and date of the Agreement.

## **§ 6**

1. Licensor is responsible towards third parties if the rights to the Composition or its element belong to third parties or are encumbered with rights of third parties [legal defects].
2. If any legal defects are detected, the Licensee is vested with the right to seek damages on general principles.
3. In the case of revealing the copyrights of third parties, the Licensor shall bear all costs related to a legal action brought by third parties in relation to the violation of their rights.

## **§ 7**

1. The Licensor states that he has been informed that all information is to be treated as secret if revealing them could be harmful to the Adam Mickiewicz Institute seated in Warsaw (00-560), Mokotowska 25, which was obtained in the course of the realization of the Subject of this Agreement. The Licensor in particular obliges himself to keep secret and not reveal to third parties information, data or documents about organizational, trade-related, financial, technical or legal matters, that might cause harm mentioned in the sentence above. Also, the Licensor obliges himself to keep secret all above information, both during the Agreements' validity as well as after its termination and to apply all such measures and actions so that the information given to him, which are secret, are not revealed to unauthorized third parties. The Licensor states that he was informed about the duty to keep a secret specified in separate provisions and about the provisions of the act dated 16th April, 1993 about preventing illicit competition (i.e. Journal of Laws dated 2003, number 153, item 1503 as amended).
2. The Licensor states that he is familiar with the fact that the content of this agreement and the amount of the remuneration constitute public information as specified by article 1 section 1 of the act dated September 6th 2001 about the access to public information, which is subject to releasing in the mode specified in this agreement.
3. Obligation to secrecy, specified in section 1, does not violate the duty of any party to deliver and publish information pursuant to legal regulations, and it does not violate the rights of the Parties to publically release general information about the activity conducted by them.

## **§ 8**

The Licensor obliges himself to deliver along with the financial settlement a valid certificate of residence in order to apply the proper agreement about avoiding double taxation with the country of the Licensor's seat. In the case of failure to deliver the abovementioned document, the Licensor shall have a tax amount deducted from his remuneration amounting to 20% of the remuneration specified in § 5 section 1. The valid certificate of residence shall be considered to be a certificate issued not earlier than one year counting from the date of delivery of the financial settlement to the seat of Licensee.

## **§ 9**

All amendments to the Agreement shall be null and void unless made in writing.

## **§ 10**

The Parties shall strive to resolve any dispute as may arise in relation to the implementation hereof through negotiations or settlement. Should no such resolution of a dispute be reached, the dispute shall be examined by a common court of law having jurisdiction over the seat of the Licensee.

## **§ 11**

For matters unregulated hereby, the provisions of the Civil Code and the act on the copyright and related rights shall apply.

## **§ 12**

The Agreement was prepared in three identical copies: two copies for the Licensee, one for the Licensors. In case of discrepancies between the language versions, the Polish version shall prevail.

**§ 13**

1. The Person responsible for the implementation of the Agreement on the Licensee's part is .email: .....
  
2. Licensors obliges himself to place on the financial document information about the person, mentioned in section 1 of this paragraph and about the subject and date of the Agreement.