



POZNANIE PRZEZ TANIEC
RECOGNIZING THROUGH DANCE

Dział Programów Edukacyjnych | Teatr Wielki - Opera Narodowa | Pl. Teatralny 1, 00-950 Warszawa
tel. +48 22 692 05 14 | e-mail: PoznaniePrzezTaniec@teatr Wielki.pl

Terms & Conditions of Competition for a Poster to promote a dance spectacle entitled "The Recognizing Through Dance"

I. Organizer

1. The organizer of the Competition is TeatrWielki - The National Opera with its registered seat in Warsaw, in coordination with the Association of Authors of Applied Graphic Design of Warsaw.

II. Purpose of the Competition

1. The organizer hereby announces a Competition for a poster to promote a dance spectacle entitled "The Recognizing Through Dance". For information about the spectacle, go to: http://www.teatr Wielki.pl/poznanie_przez_taniec.html.
The official premiere of the spectacle, which will be the essence of several months' work of international youth teams, will take place on 13 November 2013 in the TeatrWielki - The National Opera building. The spectacle will also be shown at Den Norske Opera & Ballett in Oslo.

III. Organization of the Competition

1. The Competition shall be an open international event, consisting of one stage.

IV. Participants of the Competition

1. The Competition is targeted at students in Poland and abroad.
2. Works can be reported by individuals or teams.
3. The Competition is designed for individuals at least 18 years of age.
4. Employees of the Organizer or the Partner, members of the Jury or their close family members are not eligible for entry.

V. Participation in the Competition

1. In order to take part in the Competition, participants have to furnish a design, conforming with the requirements set in Clause VII of these Terms & Conditions, within the time prescribed therein.





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VI. Deadlines

1. Submission of works: 20 October 2014
2. Announcement of results: 25 October 2014

VII. Requirements for the design

1. Each Participant shall enter to the Competition a poster being a PDF file, size B1 (70x100cm).
2. The poster should include the following contents: title of the spectacle, i.e. *Poznanieprzezaniec* in the Polish version, and *The Recognizing Through Dance* in the English version, as well as the logos available for download from http://www.teatr Wielki.pl/poznanie_przez_taniec.html
3. Additional phrases and contents consistent with the assumptions of the spectacle shall be allowed unless they infringe any third party rights.
4. Each Participant may enter any number of designs in the Competition.

VIII. Format and address for sending in submissions

1. Submissions for the competition shall be sent via e-mail to: poznanieprzezaniec@stgu.pl.
2. An entrance file should be entitled with the name of the team of authors or the name of the author; the e-mail message should include the full name(s) of the author(s), address for correspondence, contact telephone number, website of the author(s) (if any), statement of acceptance of the terms & conditions, and statement of having a student status.

IX. Evaluation of the works

1. The works will be evaluated according to the following criteria: transparency of the message, idea, originality, promotional potential.

X. Jury of the Competition

Entrance works shall be evaluated by a Jury composed of the following members:

- Małgorzata Gurowska – designer, lecturer at the Academy of Fine Arts in Warsaw, member of the Association of Authors of Applied Graphic Design (STGU)
- Jerzy Skakun – designer, Homework Studio, member of STGU
- Andrzej Pągowski – graphic artist, creative director, owner of KreaacjaPro
- representative of Teatr Wielki The National Opera
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XI. Awards

1. The Jury will choose one winning design which will be implemented in practice.
2. If a team work is awarded, the award will not be multiplied.





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3. An agreement will be signed with the author of the successful work, for transfer of intellectual property rights and related rights to the Organizer for the amount of €1000.

XII. Announcement of results and follow-up exhibition

1. The results of the Competition shall be published by 25 October 2014 at the latest, on the Organizer's website at www.teatr Wielki.pl and the Partner's website at www.stgu.pl. The winner will be notified individually of the resolution.
2. The winning contestant will be invited to the vernissage and the costs of travel and accommodation shall be covered by the Competition Organizer.
3. Selected designs submitted to the competition will be presented at a follow-up exhibition which will take place in the building of Teatr Wielki - The National Opera, and published in a brochure. Exhibition preview shall be combined with the official premiere of the spectacle. A bilingual post-competition catalogue will be issued with the exhibition.

XIII. Copyrights

1. Through entering the Competition, each Participant hereby acknowledges their copyrights in the submitted designs and represents that he or she shall not infringe any third party copyrights. Participation in the Competition shall not involve any withdrawal of copyrights to the submitted designs.
2. The Contestants hereby give their consent to recording, duplication and distribution of their submitted designs through the follow-up exhibition and in the Exhibition catalogue.
3. The winner of the Competition shall transfer the intellectual property rights to the successful design to the Organizer on the basis of a separate agreement which is enclosed to these Terms and Conditions.
4. The Organizer of the Competition shall allow possible modifications of the successful design, in coordination with the author, with due respect for the original format of the design.
5. Each Contestant shall present a work that was not published earlier, created by them personally.

XIV. Miscellaneous

1. Entering a work to the Competition shall be tantamount to acceptance of the Terms & Conditions of the Competition and therefore each Contestant shall give their consent to the processing of their personal data, in accordance with the Personal Data Protection Act of 29 August 1997.
2. Any disputes shall be resolved by the Jury.
3. All matters not regulated herein shall be resolved according to the applicable laws.
4. The Organizer shall be entitled to publish the name and information about the winners of the Competition and the competing designs, and to include such information in the Organizer's promotional materials and for the purposes of





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promoting the Competition.

5. Any further information can be obtained from the Association of the Authors of Applied Graphic Design,
telephone: 517,195,489, e-mail: poznanieprzezaniec@stgu.pl

Exhibit to the Terms & Conditions

AGREEMENT FOR TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

made on this ___ day of ___, _____ in Warsaw, by and between:

1. **TeatrWielki - The National Opera**, with its registered seat at Pl. Teatralny 1, hereinafter referred to as the Theatre, duly represented herein by: hereinafter referred to as the "**Theatre**" and
2., domiciled in, at, statistical number PESEL:, tax ID: hereinafter referred to as the "**Artist**"

The Parties have made the following Agreement:

§ 1

The Artist hereby represents that they are the author of the poster entered for the Competition for a Poster "The Recognition Through Dance", as enclosed to the present Agreement (hereafter the "Work").

§ 2

The Artist hereby represents that:

1. the work was created solely and exclusively through their own creative activity;
2. the work has no legal defects (such as encumbrance with any third party rights), and neither the performance and exploitation thereof nor the signing and execution of this Agreement does not and shall not infringe any third party rights, preventing execution of this Agreement as per the terms thereof, including transfer of intellectual property rights to use and dispose of the work by the **Theatre**;
3. the work has not been previously distributed, in whole or in any part, in any form whatsoever;
4. they have not received payment for the work from any other party than the **Theatre**.

§ 3

1. As at the effective date of this Agreement, the **Artist** shall transfer to the **Theatre** the intellectual property rights to use and dispose of the work, in whole or in part, in any number of copies, in any selection or configuration, without any geographic limitations, in the following fields of exploitation:
 - 1) with respect to recording and reproduction - production with every conceivable technique, including magnetic storage, photosensitive, audiovisual, digital, optical, printing, computerized techniques, regardless of the recording format and medium, size, forms, techniques, binding, type and method of distribution or publicity;
 - 2) introduction to computer memory, temporary and permanent storage and making copies of such records; archiving the records;
 - 3) with respect to trading - marketing, lease, hire and exchange with third parties, in Poland and abroad;





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- 4) wired or wireless video or audio transmission via terrestrial stations, satellite (encoded or not), with the right to rebroadcast via digital platforms and/or cable networks, webcasting;
- 5) simultaneous integrated broadcasting (rebroadcasting) by a different radio or TV organization;
- 6) with respect to distribution in any other way than stipulated above - making the file available to the public in such a way that everyone can access it at a place and time individually chosen by them; on the Internet, on other telephone, IT, multimedia and computer networks; interactive usage; making available via streaming media;
- 7) use in whole or in parts, including compilations, collections, group works or merged with other goods, including other original works, in various modified and abridged versions, in versions with modified illustrative or information layer;
- 8) all forms of exploitation and distribution of the Work, whether in graphic form, electronic and computerized storage or other forms; sale and free publication through mail order or online, publication in the press, including printed and online media, in any portals, websites, vortals and any Web pages.
- 9) any usage in information, advertising and promotional messages, including those related to the works, as well as exclusive right to permit reprinting in the press, the Internet and other media.
2. **The Theatre** shall be entitled to grant a licence to third parties for usage of the work on the terms prescribed herein.
3. **The Artist** shall give the **Theatre** exclusive permission to first-time presentation of the work to the public.
4. **The Theatre** shall be entitled to use the work for advertising and promotional purposes accordingly.
5. **The Artist** hereby gives consent to the **Theatre** to exercise secondary copyrights to the work, including through synchronizing the work with other works. The above mentioned permission to exercise secondary copyrights shall include the authority of the **Theatre** to give permission to exercise secondary copyrights to third parties hired by the **Theatre**.
6. **The Artist** hereby gives consent to the **Theatre** to use the **Artist's** name with regard to performance and exploitation of the work by the **Artist** in a theatre performance as well as advertising and promotion of the theatre performance in a manner prescribed herein (such as posters, etc.). The Theatre shall be allowed but not obliged to identify the work with the Artist's name.

§ 4

1. For producing the work, transfer of intellectual property rights to use and dispose of the work, and for permission to exercise secondary copyrights to the work, the **Theatre** shall pay to the **Artist** a one-time fixed fee in the amount of: ___ **PLN gross** (in words: ____ 00/100 gross). The fee referred to in sub-clause 1 above shall be paid to the **Artist's** bank account at No., on the basis of a correct bill issued by the **Artist**, upon prior deduction of applicable amounts as public charges and levies.
2. The amount of the fee referred to in sub-clause 1 above shall cover any claims the **Artist** may have under the Agreement, including those related to transfer of rights and giving consents with regard to the rights referred to in § 3 of the Agreement, in all the fields of exploitation enumerated in the Agreement, and for transfer of ownership of any copies of the work.



Ministerstwo
Kultury
i Dziedzictwa
Narodowego.



DEN
NORSKE
OPERA
&
BALLETT



§ 5

The Theatre shall be allowed to freely determine the number of circulations, reprints and editions of the Work, the number of copies in the particular circulations and reprints, the prices of the particular copies, forms and dates of issue, type and extent of promotion and advertising of the Work, manner of its presentation, graphic design and covers, if any. The Theatre shall be entitled to place advertising and promotional information in, on or in relation to the Work, including information about the sponsors and patrons of the Work, with their logos, names and symbols. If the Theatre disposes of the Work or uses the Work in accordance with the Agreement and a third party raises any claims against any of them in relation to such disposal or usage, the Artist shall cover all losses and costs related thereto, including court costs, reasonable attorneys' fees, any damages, compensation or costs of settlement.

§ 6

All matters not covered by this Agreement shall be governed by the provisions of the Polish Civil Code and Copyrights and Related Rights Act.

§ 7

Any amendment to the Agreement must be executed in writing to take effect.

§ 8

Any disputes that may arise out of execution of the Agreement shall be resolved by the Parties through amicable negotiation. Otherwise, the dispute shall be referred to the public court of competent jurisdiction for the registered seat of the **Theatre**.

§ 9

This Agreement was executed in three identical counterparts, one for the Artist and two for the Theatre.

Artist:

Theatre:



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STATEMENT

I hereby state and represent that I have the status of university student and I have read and understood the terms of the competition as defined in the Terms & Conditions document.

Contestant's signature

.....

Date

.....



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