

Regulations

VISUAL IDENTIFICATION COMPETITION

1. GENERAL PROVISIONS

- 1.1. The organizer of the competition is the Warsaw Ghetto Museum with the registered seat in Warsaw, at 00-108 Warszawa ul. Zielna 39, registered in the Cultural Institutions Register kept by the Minister of Culture and National Heritage, number RIK/109/2018, NIP (taxpayer identification number): 525-274-50-09, REGON (statistical identification number): 369765900.
- 1.2. The entity which cooperates with the Organizer is the Association of Applied Graphic Designers with its registered seat in Warsaw, address: ul. Foksal 11, 00-364 Warszawa, listed in the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Facilities kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000209180, NIP (taxpayer identification number): 525-230-59-48, REGON (statistical identification number): 015750749, hereinafter referred to as "STGU".
- 1.3. The Regulations of the Competition for devising the Organiser's visual identification, hereinafter referred to as the "Regulations", specify the rules of participation in the held Competition.
- 1.4. The Regulations of the Competition as well as all information about the Competition are and will be posted on the websites www.stgu.pl and www.konkurs.1943.pl.

2. OBJECTIVES OF THE COMPETITION

- 2.1. The aim of the Competition is to select the Winner who will be commissioned by the Organizer to create a visual identification for the Organizer. The requirements set for the Competition Entries are set out in Annex 1A to the Regulations.
- 2.2. The Competition starts on September 10, 2019.
 - a. The deadline for sending the portfolio is October 11, 2019.
 - b. The results of the 1st stage of the Competition shall be announced on October 21, 2019.
 - c. The deadline for submitting entries for the 2nd stage of the Competition is November 15, 2019.

- d. The Winner of the Competition shall be announced on November 21, 2019.

2.3. The Organizer reserves the right to extend the duration of the Competition beyond the deadlines specified in point 2.2 above with each individual Competition Participant being notified of such extension by the Organizer via the e-mail address provided. The Organizer shall also post information on the changes to the Regulations on the website indicated in point 1.4 above.

3. COMPETITION PARTICIPANTS

- 3.1. The competition is aimed for: adults, professionals – private individuals, companies set up by private individuals and legal entities operating in the field of graphic design, as well as students of design faculties acting both individually and in the form of project teams (hereinafter: "Designers").
- 3.2. Access to the Competition is not available to employees of the Organizer and STGU, members of both the Competition Jury and the Awards Committee, as well as members of their immediate families and individuals who live together with the aforementioned persons.

3.3. MODUS OPERANDI OF THE COMPETITION

1. This is an open, two-stage and international Competition.
2. The Competition consists of the following stages:

Stage I – portfolio submission, presentation of the portfolio by designers, which includes the minimum of 3 drafts of created visual identification designs. The portfolios should be sent to the Organizer via the form available on the www.konkurs.1943.pl website in the manner and in the format indicated on the form. Portfolios sent in another manner shall not be accepted for the Competition; Competition Jury deliberations - selection and commissioning by the Competition Jury of five selected Designers (hereinafter: "Participant") from among the authors of submitted portfolios (if fewer portfolios are submitted, then all of them will be selected) to devise at least 1 preliminary visual concept for the Organizer (in accordance with the requirements set out in Annex 1A to the Regulations) together with sample proposals for using the brand (hereinafter: "Work"). If more than fifty Designers access the Competition, the initial portfolio selection will be made by the Organizer's partner - the Association of Applied Graphic Designers (STGU). The Competition Jury will select Competition Participants from among fifty Designers recommended by STGU.;

Stage II - preparation of the Works, deliberations of the Awards Committee -

selection of the Winner and him/her creating the comprehensive visual identification (in accordance with the scope of Annex 1B to the Regulations).

- 3.4. Submission of Works by the Participant in accordance with the requirements set out in these Regulations entitles the Participant to receive a refund of costs incurred due to participation in the Competition.
- 3.5. Each Participant may submit a desired number of Works. The number of submitted Works does not affect the amount of reimbursement awarded to Participants for participating in the Competition.
- 3.6. Participants are required to submit their work by sending the appropriate files to the following address: [...].
- 3.7. The title of the attachment file containing the Work should bear the name of the Participant, the e-mail message should include the Participant's contact details (name and surname/company name, contact phone number, address, website), and the e-mail should be titled as: entry to the Warsaw Ghetto Museum competition. The attachment file cannot exceed 15MB.
- 3.8. Work entries should be sent as PDF presentations.
- 3.9. As part of the commission to create the identification system, the Competition Winner will be required to devise all samples of information and promotional materials specified in Annex 1B.
- 3.10. The Winner shall be entitled to receiving remuneration subject to the selection of the winning Work, conclusion of a contract with the Winner with its main provisions specified in Annex 2 to the Regulations, and development of the full scope of identification system in line with the requirements specified in Annex 1B to the Regulations.

4. REMUNERATION

- 4.1. The Organizer shall pay each of the Competition Participants, who qualify for the second stage of the Competition (excluding the Winner), a flat licence fee specified in point 6.3 of the Regulations, in the amount of PLN 2,500.00 net. The amount shall be paid within 30 days of the Winner being selected and the Participant submitting the VAT invoice/bill to the Organizer.
- 4.2. The Organiser shall pay remuneration to the Winner for his work of creating the full visual identification system, which includes the materials specified in Appendix 1B and the transfer of all relevant proprietary copyrights, in the following amounts:
- PLN 8.000,00 net – for the design and the right to a logo
 - PLN 8.000,00 net - for the design and the rights to the primary materials of the brand;
 - PLN 8.000,00 net for devising the Brand Book and for the rights hitherto;

- d. PLN 8.000,00 net for the design and the rights to key visual;
- e. PLN 3.000,00 net for the design and the rights to the gadgets of the brand;

The total amount of PLN 35.000 net, in accordance with the concluded contract whose main provisions are contained in Appendix 2 to the Regulations.

- 4.3. In the case of VAT taxpayers the remuneration stipulated in the points 4.1 and 4.2 shall be increased by the amount of due VAT tax. Moreover, in the case of private individuals, who do not run a business, the Organiser shall pay due encumbrances to public administration bodies, if such obligation should arise in line with the current laws.
- 4.4. The amounts specified in points 4.1 and 4.2 above shall be transferred to the bank account indicated in the VAT invoice or bill submitted by the Participant / Winner.
- 4.5. The Participant / Winner has the right to resign from collecting the remuneration.

5. THE COMPETITION JURY AND THE AWARDS COMMITTEE

- 5.1. The Organizer shall appoint the Competition Jury and the Awards Committee in order to conduct the Competition. The detailed personal make up of the aforementioned bodies shall be provided by the Organizer on the Competition website at www.konkurs.1943.pl.
- 5.2. The Competition Jury conducts the portfolio assessment whilst the Awards Committee judges the Works taking into account such features as quality, uniqueness, creativity of portfolio and Works submitted and their compliance with the provisions specified in the Annexes to the Regulations.
- 5.3. The Organiser shall notify the Winner about the ruling of the Awards Committee by e-mail and by telephone.
- 5.4. The Awards Committee has the right not to select the winner of the Competition and leave the Competition unresolved, if it is considered that none of the Works meets the appropriate artistic requirements of the Competition.
- 5.5. Decisions, which are taken by the Jury and the Awards Committee and approved by the Organizer, are final and binding for all the Competition Designers and Participants.
- 5.6. STGU shall communicate the results of the Competition through the following media: www.stgu.pl, www.1943.pl, www.konkurs.1943.pl and in press releases using the name and surname or company name of the Competition Winners, to which the Participant agrees by the fact of his/her participation in the Competition.
- 5.7. In the event of the Winner failing to consent to signing a contract with the Organizer, with its main provisions specified in the Annex 2 to the Regulations, the

Organizer has the right to choose another winner from among the remaining participants qualified to the second stage of the competition or cancel the Competition.

6. COPYRIGHTS

- 6.1. The participant declares to be the creator of the Work and to have unlimited proprietary copyrights and personal rights to the Work.
- 6.2. The Participants retain the copyrights to the Works submitted in the Competition.
- 6.3. By submitting the Work in accordance with the requirements stipulated in the Regulations, the Participant grants the Organizer of the Competition a non-exclusive license (including the right to grant further licenses) without territorial restrictions and for an indefinite period, to use the Work for purposes related to the organization of the Competition and its promotion and for the implementation of post-competition exhibitions, as well as for the promotion and communication concerning the Organiser's statutory activities - in the fields of exploitation including:
 - a. In the scope of saving and copying – manufacturing an unlimited number of copies with a desired technique, including printing, reprographic, audiovisual, magnetic recording and digital techniques.
 - b. In the scope of different forms of sharing - public exhibiting, playing, broadcasting and rebroadcasting, including the Internet, saving to computer memory, sharing through multimedia networks, including the Internet and other public sharing in such a way that anyone can access it in their preferred place and time.
- 6.4. The winner of the Competition shall sign a contract with the Organiser, whose main provisions are set out in Annex 2 to the Regulations, and transfer to the Organizer copyrights to the Works resulting from the implementation of the aforementioned contract, namely the created visual identification system in accordance with Annex 1B to the Regulations. The transfer of proprietary copyrights shall take place when the parties sign the Work Acceptance Protocol for all materials developed under the Contract, without any restrictions, in the fields of exploitation listed in the Contract.
- 6.5. Transfer of rights referred to in item 6.4. shall also include the right to exercise personal and dependent rights to the Work, according to the principles set out in the contract concluded with the Competition Winner. The Competition Participant undertakes to release the Organizer from any liability arising from claims of third parties regarding violation of any third party rights, including personal rights, copyrights, related rights or industrial property rights, in connection with the application of these rights by the Organizer. In the event of such claims, the Participant undertakes to satisfy them and release the Organizer from any liability in

this regard. In the event that the Organizer would be obliged under the applicable law to pay any compensation in connection with the third party claims referred to above, the Participant shall immediately repay the amount corresponding to these claims to the Organizer and bear all costs related thereto and expenses resulting from legal (procedural) representation.

7. PERSONAL DATA PROCESSING

- 7.1. The Organizer informs that the Warsaw Ghetto Museum, with its registered seat in Warsaw, 00-108 Warszawa ul. Zielna 39, registered in the Cultural Institutions Register kept by the Minister of Culture and National Heritage, number RIK/109/2018, NIP (taxpayer identification number): 525-274-50-09, REGON (statistical identification number): 369765900 (hereinafter referred to as the "Administrator") is the administrator of personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and, repealing Directive 95/46/EC (general regulation on data protection) (Official Journal of the EU L 119 of 2016, p. 1-88).
- 7.2. For the purposes of the Competition, Personal Data shall be made available to STGU acting as the personal data processing entity on behalf of the Administrator and supervising the performance of the Competition on behalf of the Organizer.
- 7.3. Enrolling in the Competition constitutes consent to the publication of personal data (name and surname, name of the business) for the purpose of promotion and communication regarding the Competition, including the publication on the Organizer's website at www.1943.pl and in press materials, as well as during events organized by the Organizer. In such a case, the Designer has the right to withdraw his/her consent at any time without affecting the lawfulness of the processing that was carried out on the basis of the consent prior to its cancellation.
- 7.4. The Administrator declares that he appointed the data protection officer referred to in art. 37-39 of GDPR. Contact details of the data protection officer with the Administrator are as follows: e-mail: mslupecki@1943.pl or phone no. +48 22 419 92 50
- 7.5. Personal data of the individuals referred to in section 1, shall be processed by the Administrator within the scope of the legitimate interest of the administrator which is the organization of the Competition – namely on the basis of art. 6 section 1 letter f) of GDPR, only for the purpose and to the extent necessary to perform the Administrator's personal data tasks related to the performance of the Competition - including the Competition entry approval, decision on the Competition results, refund of the costs of participation in the Competition, announcement of the Competition results, handling of complaints; as well as based on the consent of the Participant - art. 6 section 1 letter a) of GDPR, for the purpose set out in item 7.3 above.

- 7.6. Personal data shall be protected by technical and organizational measures to guarantee an adequate level of protection in accordance with applicable regulations.
- 7.7. Personal data shall not be handed over to a third country or an international organisation within the meaning of GDPR.
- 7.8. The personal data of Designers shall be processed within the framework of the Competition for the period necessary to fulfil the purpose for which they were collected, namely the implementation and organization of the Competition, but also for storage purposes, as required by the provisions of the Act of 14 July 1983 on the national archive resource and archives (i.e. Journal of Laws of 2019, item 553) - for a period of 10 years. However, personal data of Designers, including images of people recorded in the submitted materials, which document activities within the Competition, shall be stored permanently.
- 7.9. Designers have the right to request from the Data Administrator to access their personal data, rectify it, delete it or limit its processing or voice their protest with regards to its processing, as well as the right to transfer data in the cases specified in the GDPR.
- 7.10. With regards to the processing of their personal data Designers have the right to lodge a complaint to the supervisory body - the President of the Personal Data Protection Office.
- 7.11. The provision of personal data by Designers is required for the proper performance of the Competition.
- 7.12. The Administrator shall not make automated decisions, including decisions resulting from profiling within the meaning of the GDPR, on the basis of Designers' personal data.

8. FINAL PROVISIONS

- 8.1. The Organizer assumes no responsibility for the following that may affect the correctness of entries: errors, omissions, theft, damage, replacement, unauthorized access to entries, loss of entries or delay in their delivery to the Organizer caused by factors beyond the Organiser's control. Whenever these Regulations mention sending an email to the Organizer, it should be understood as the receipt of an email by the computerised system server. The server time is set according to the atomic time pattern. The Organizer shall not bear any responsibility for the operations of the networks used by the Participants to send their e-mails.
- 8.2. The winner is free to use information about the awarded title for the purpose of promoting and communicating their own artistic and professional achievements.
- 8.3. The rulings of the Competition Jury and the Awards Committee as well as the relevant provisions of the Civil Code, the Act on Copyright and Related Rights, and

the Act on the Protection of Personal Data shall apply in all matters not provided for by these Regulations.

8.4. All disputes regarding the Competition that may arise between the Organizer and Participants shall be settled by a court of law competent for the seat of the Organizer.

8.5. The Organizer states that he is not responsible for: events that prevent the proper performance of the Competition, which he could neither foresee nor prevent, especially with regards to random events, including force majeure. The Organizer reserves the right to change the provisions of these Regulations, as well as the right to terminate the Regulations early, without explanation, in the event of changes in legal regulations or other significant developments that may affect the organization and performance of the Competition. In the event of annulment or cancellation of the Competition, the Competition Participants are not entitled to any related claims.

8.6. Individuals, who fail to satisfy any of the requirements set out in these Regulations, or provide false information or details, shall be excluded from participation in the Competition.

8.7. Complaints regarding participation in the Competition may be submitted no later than within 7 days from the date of the results' announcement. Complaints may be submitted in writing only. The Organizer shall review the complaint within 14 days from the date of its receipt, and notify the complainant in writing of the result of investigation.

8.8. By submitting a competition entry, the Participant declares his/her consent to participate in the Competition on the terms described in the Competition Regulations and his/her full consent to the provisions of the Regulations and its Annexes.

8.9. These Regulations apply from September 10, 2019. The Regulations have been drawn up in two language versions: in Polish and in English, with the proviso that if any discrepancies occur, the Polish language version shall prevail.

8.10. Contact regarding the Competition:

Association of Applied Graphic Designers,
Name and surname: Lena Mitek
E-mail address: board@stgu.pl
Tel no.: +48 790 020 083

Appendices:

Appendix 1A
Appendix 1B

Appendix 2 – Draft Contract