

Terms and Conditions of the ShowOFF Section at KRAKOW PHOTOMONTH 2019

§ 1 Organizer and Participant in the Section

- 1 The organizer of the ShowOFF Section (hereinafter referred to as the Section) held as part of the Krakow Photomonth Festival 2019 (hereinafter referred to as the Festival) is the Foundation for the Visual Arts, located in Krakow at Ślusarska 9, KRS 68882 (hereinafter referred to as the Organizer).
- 2 Participants in the Section (hereinafter referred to as the Participants) may be natural persons who make an application to the Section. Participants may also be artistic groups. Participants must be debutants (i.e. they must not have previously held an individual exhibition in a significant opinion-forming institution, i.e. a museum, art gallery representing artists and actively promoting artists, or have received any award at a festival or other photography event).

§ 2 Submissions to the Section

- 1 Submissions to the Section may be sent until January 13, 2019 11:59.59 p.m. CET, by sending the completed application form to the ShowOFF Section via the www.picter.com platform (terms and rules for using www.picter.com are available at <https://www.picter.com/legal/terms/>).
- 2 Submissions to the contest may be photographic projects (up to 15 pictures) or video projects (original photographic projects and original film projects, hereinafter referred to as the Project). A maximum of 2 Projects can be submitted.
- 3 An entry fee is payable for all entries to the ShowOFF Section 2019. This entry fee, of 10 euro for one Project or 20 euro for two Projects, is to be made through the www.picter.com platform.
- 4 Projects submitted to the Section may be completed or in progress.
- 5 Upon sending submissions, the Participant acknowledges that s/he:
 - 1 accepts these Rules and agrees to abide by them, including agreeing to work with the Organizer on the organization of the Section in the scope and terms defined in these Rules;
 - 2 is the creator of the original project and possesses all and unlimited copyright; and confirms that the project is free from claims by third parties;
 - 3 agrees that the Organizer may process his/her personal data in the scope and aims of the organization of the Section and Festival;
 - 4 owns the rights and authorizes the Organizer to disseminate the images used in the Project;
 - 5 grants the Organizer a license – non-exclusive, royalty-free, not subject to termination, subject to disposal, unlimited in time or territory – to use the copyright of the original project sent in order to execute and promote the Section, the Krakow Photomonth Festival and the Organizer, and in particular, permission to exhibit, display, or use in the press, television, internet, Section catalogue, or the Festival and on CD/DVD worldwide;
 - 6 knows English to a communicative level in speaking and writing.

§ 3 Winners and Exhibition of the Project

- 1 From the Participants, winners (hereinafter referred to as the Winning Participants) will be selected whose original projects will be exhibited during the Section in the form of a group exhibition (hereinafter referred to as the Presentation).
A minimum of 3 of the total 8 Winning Participants of the ShowOFF Section must be Polish citizens.
- 2 The Selection of Winning Participants shall be made by Curators (hereinafter referred to as the Curators) chosen by the Organizer.
- 3 The Winning Participant is obliged to:
 - 1 work with the Organizer and the Curator designated by the Organizer to the ends and in the scope necessary for organization of the Presentation in accordance with the premises, including the schedule of the Section;
 - 2 participate in workshops organized by the Organizer at a place and time designated by the Organizer (at the time of writing of these Rules, the workshops are planned to be held in Krakow on February 22–24, 2019);
 - 3 Provide the Organizer with all information, digital files and other material necessary for organizing the Presentation in accordance with the premises, including the schedule of the Section (it is assumed that all materials for production of the Presentation should be sent to the Organizer by April 1, 2019);
 - 4 Produce a Presentation, or work with the Organizer to produce a Presentation, in a photographic laboratory (or other company offering services needed for realization of the Project) selected by the Organizer (it is assumed that the production shall be organized in the Lablab Foundation laboratory); within this production, in agreement with the Organizer, the exhibition copies of the works encompassed by the Project as well as additional artist's copies of works encompassed by the Project intended for sale and for the purposes of the Project publication may be created;

- 5 Cover the costs of producing the Presentation, in the scope not covered by the Organizer, in a way designated by the Organizer, by April 30, 2019;
 - 6 Participate in the opening, conferences, meetings and other events related to the organization of the Section.
- 4 The Organizer shall cover the production costs of the Presentation or renting the necessary equipment needed for presentation of the Project, amounting to no more than 1000 PLN gross.
 - 5 The owner of the copies of works encompassed in the Project is the Winning Participant, whereas the Organizer is entitled to free-of-charge use of these copies after completion of the Section in the scope, terms and objective of the collective or individual presentation of the Projects of the Winning Participants of the Section. The owner of the print-run of the publication encompassing the Project is the Organizer, unless the Organizer and the Winning Participant decide otherwise.
 - 6 If the Project has not previously been made available to the public, the first availability to the public shall take place during the Section at a time and in the manner specified by the Organizer in consultation with the Winning Participant and the Curator of the exhibition.
 - 7 The transportation costs of the Works (to and from the exhibition) shall be covered by the Winning Participant.

§ 4 Liability

- 1 The Participant is responsible for all legal defects of the Project and declaration of the granting of a license. In the event of a third party appearing with legitimate claims against the Organizer related to the infringement of copyright or personal rights, the Participant agrees to accept the total costs of any legal proceedings, legal fees, and any compensation or reparations awarded or agreed to by way of settlement.
- 2 In the case of any delay in the Winning Participant's realization of the commitments stipulated by the Rules, the Organizer is entitled to suspend organization of the Presentation or strip the Winning Participant of the title of Section Winner.
- 3 In the case of non-organization of the exhibition of the Project, or of any delay in its realization according to the Section schedule, for reasons attributable to the Participant, the Participant shall pay the Organizer a contractual penalty in the amount of PLN 10,000, which does not exclude the possibility of claiming compensation on general principles.
- 4 The Organizer declares that it will use the license granted while respecting the personal rights of the Participants and Winning Participants.

§ 5 Final Provisions

- 1 In the scope not regulated by the Agreement, Polish law shall apply.
- 2 Any disputes between Participants and the Organizer shall be resolved exclusively by the court in the place where the Organizer is based.

Pursuant to 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"), we hereby provide the following information.	
Data of the personal data controller	Fundacja Sztuk Wizualnych, Ślusarska 9, 30-710 Kraków, KRS 0000068882, REGON 356375744, NIP 6792737586, email: fundacja[at]sztukawizualna.org
Details of the Data Protection Officer	N/A
The purposes and legal basis of personal data processing	We process personal data: 1) pursuant to Article 6(1)(b) of GDPR for the purpose of concluding and performing agreements, including licence agreements 2) pursuant to Article 6(1)(c) of GDPR for the purpose of complying with the controller's tax and balance-sheet obligations ensuing from generally applicable laws 3) pursuant to Article 6(1)(f) of GDPR, i.e. in connection with a legitimate interest of the controller or third parties.
Categories of personal data processing	Depending on the nature of the matter, we process some or all of the following categories of personal data: first name, surname, PESEL (personal identification number), NIP (tax identification number), REGON (business registration number), residential address, registered address, mailing address, email addresses, telephone number, education, profession and career, image, and bank account number.
Information about recipients of personal data	The data can be provided to: 1) parties processing them on our behalf, but only for the purpose and insofar as necessary for the pursuit of the Foundation's statutory activity and the performance of agreements, strictly on our instructions 2) state authorities (e.g. the Tax Office), but only in situations provided for by law.
Information on the intention to transfer personal data to a recipient in a third country	N/A
Personal data retention period	The data will be stored: 1) for purposes based on the consent from the data subject until the consent is withdrawn 2) for purposes based on a legitimate interest until an objection is submitted by the data subject or until limitation of claims 3) for purposes based on legal provisions for as long as specified by law.
Legitimate interests of the controller or third parties	A legitimate interest of the controller or third parties means: 1) securing information and evidence in case there is a need to pursue legal claims or defend against such claims 2) the need to make contact and exchange information and data in connection with agreements and cultural events.
Information about the rights of data subjects	The data subject has the right to: 1) access his/her data and obtain copies thereof 2) have his/her data rectified (corrected) 3) have his/her data erased or limited, or object against their processing 4) have his/her data transferred 5) submit a complaint to the supervisory authority – the President of the Office for Personal Data Protection.
Information about the right to object	When personal data is processed on the basis of a legitimate interest of the controller, the data subject has the right to object; in such a case, we will stop processing the data for this purpose, unless we can demonstrate legitimate grounds that override the interests, rights and freedoms of the data subject.
Information on the right to withdraw consent	Consent to the processing of personal data may be withdrawn at any time, whereby this will not affect the legality of processing on the basis of consent before the withdrawal.
Information about the right of complaint	If the data subject believes that we are processing data inconsistently with the law, he/she may file a complaint with the President of the Office for Personal Data Protection.
Source of data	The data comes from the data subject or from another interested party. Providing data for purposes based on consent is voluntary. Regarding other issues, it is a condition for the conclusion and implementation of an agreement, provision of services, delivery of goods, and execution of an order.
Profiling notice	Please be advised that we do not use personal data for the needs of automated decision making (we do not engage in profiling).