

## Terms & Conditions of the ShowOFF Section at KRAKOW PHOTOMONTH 2022

### § 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 2022 (hereinafter referred to as "the Festival") is the Foundation for the Visual Arts, located in Krakow at Ignacego Krasickiego 21/81, KRS 0000068882 (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. Projects submitted by debutants will be preferred (i.e. an individual whose work has never been presented, either in the form of a solo or group exhibition, at a leading art institution (i.e. museum or art gallery engaged in the promotion of artists), and who has never received an award at a photography event, including photo festivals).

### § 2 Submissions to the Section

1. Submissions to the Section may be sent **until January 9, 2022 11:59:59 p.m. CET** by sending the completed application form to the Section via the [www.picter.com](http://www.picter.com) platform (terms and rules for using Picter are available at <https://www.picter.com/legal/terms/>).
2. The Section is open to photographic projects (up to 15 images) or video projects (original photographic projects and original film projects, hereinafter referred to as "Project" / "Projects"). Each Participant may submit a maximum of two Projects.
3. An entry fee is payable for all entries to the ShowOFF Section 2022. This entry fee must be paid via [www.picter.com](http://www.picter.com), in the amount of:
  - a. 20 euro for one Project or 30 euro for two Projects for applications submitted **until December 24, 2021 23:59:59 CET**;
  - b. 30 euro for one Project or 40 euro for two Projects for applications submitted **between December 25, 2021 and January 9, 2022 23:59:59 CET**.
4. Projects submitted to the Section may be completed or in progress.
5. Upon sending submissions, the Participant acknowledges that she/he/they:
  - 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/they 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 for a period of ten years, 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. The above licence authorises sub-licences to Festival partners;
- 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 an exhibition (hereinafter referred to as “the Presentation”). The exhibition venue for each Presentation will be chosen randomly.
2. A minimum of 2 of the total 6 Winning Participants of the Section must be Polish citizens.
3. The Selection of Winning Participants shall be made by Curators (hereinafter referred to as “the Curators”) chosen by the Organizer. The selection of the Winning Participants is an autonomous decision of the Curators, from which the Participants may not appeal.
4. 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 meeting with curator at the venue organized by the Organizer at a place and time designated by the Organizer (at the time of writing of these Rules, the meetings are planned to be held in Krakow in February 2022);
  - 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 provided to the Organizer by March 15, 2022;
  - 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.

Within this production, in agreement with the Organizer, the exhibition copies of the works encompassed by the Project (hereinafter referred to as "the Works") 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 in consultation with the Winning Participant, by April 30, 2022;
  - 6) participate in the opening, conferences, meetings, panels and other events related to the organization of the Section.
5. The Organizer shall cover the production costs of the Presentation, including the costs of production of Works, transport, and rental of the necessary equipment needed to present the Project, amounting no more than 2,500.00 PLN gross. Other costs covered by the Organizer include rental of premises, media, legal and accounting services, promotion, coordination and curatorial fees.
6. 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.
7. 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. In the event of any future re-use of the Project, re-presentation in the form of an exhibition or any other form, the Winning Participant undertakes to include an annotation about its premiere at Krakow Photomonth as part of the ShowOFF Section in all materials and publications accompanying the re-presentation of the Project.

#### **§ 4 Liability**

1. The Participant is responsible for all legal defects of the Project and declaration of the granting of a license and personal image releases. In the event of a third party appearing with legitimate claims against the Organizer related to the infringement of copyright, personal rights or other legally protected 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 fee in the amount equivalent to the costs of the implementation process of the Presentation that had been already incurred before the Presentation was discontinued (§3 point 5), which does not exclude the possibility of claiming compensation on general principles.
4. The Organizer declares the right to suspend the organization of the Presentation and cancel the Presentation in the event of reasons beyond the Organizer's control, i.e. in particular the development of the COVID-19 pandemic, cancellation of the financing of the Festival.
5. The Organizer reserves the right to distinguish selected Projects and announce them as part of the official ShowOFF Section Shortlist. The distinction is not tantamount to receiving the title of a Winning Participant and the award in the form of the Presentation.
6. 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.

## **§ 6 GDPR**

1. In connection with the implementation of the requirements of 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 GDPR), the Organizer, which is the controller of the personal data, hereby informs you about the principles of processing your personal data and about your rights. Contact email: [office@photomonth.com](mailto:office@photomonth.com) on any matter concerning the processing of personal data.
2. The Organizer will process the following personal data of the Participants: name and surname, telephone number, e-mail address.

3. Participants' personal data is processed on the basis of Article 6 (1) (a) of the GDPR.
4. Participants' personal data may be transferred to authorised bodies to the extent required by law and to entities providing services related to the organisation of the Section and to the Organiser's partners.
5. Participants' personal data will be processed for the duration of the Section, the use of the Projects. The period of processing may be extended each time by the limitation period for claims.
6. The provision of personal data is voluntary, but necessary in order to take part in the recruitment of Sections and Sections. The Participant has the right to withdraw consent to data processing at any time. The withdrawal of consent does not affect the lawfulness of processing that was carried out on the basis of consent before its withdrawal. Consent can be withdrawn by sending a statement of withdrawal of consent to our mailing address or e-mail address.
7. You have the right to: access the content of the data and to request their rectification, erasure, restriction of processing, and the right to object to the processing of data.