

TERMS AND CONDITIONS OF „Design the Open'er merch motive" COMPETITION

The following Terms and Conditions (hereinafter referred to as "Terms and Conditions") specifies the conditions and the rules of competition under the name "Design the Open'er merch motive" for the best project of the official Open'er Festival merchandising motive ("**Motive**"), hereinafter referred to as "**Competition**".

§ 1. Competition provider

The competition provider is **Alter Art Festival Sp.z o.o.**, residing in Warsaw, Kazimierzowska 14, postcode: 02-589, entered into the National Court Register by Warsaw District Court under KRS no. 0000227624, hereinafter referred to as "**Competition Provider**".

§ 2. The territory of the Competition

The competition is organized within the Republic of Poland and abroad.

§ 3. The timing of the Competition

- 3.1. The opening date to submit Competition applications is set for Competition announcement at www.opener.pl.
- 3.2. The closing date to send in applications for Competition is set for March 31st, 2019.
- 3.3. The Winner/s of the Competition shall be chosen until April 8th, 2019.
- 3.4. The results of Competitions shall be published within 15 days from the jury's choice of Winner/s by publishing their names and last names at the internet website www.opener.pl website.

§ 4. The Participants

The participant of the Competition (hereinafter referred to as "**Participant**") may be a natural person of over 18 years of age, residing in Poland and in the EU that applies for the Competition according to the provisions of pt. 6 hereafter. Participant not complying with the above provisions may be excluded by Competition provider at any level of Competition.

§ 5. The Logo

Due to present rebranding of Open'er Festival, Competition Provider reserves the right to apply the festival logo in cooperation with Competition Winner, at a later date.

§ 6. Competition Rules

- 6.1. The application to Competition is done by sending both the Motive project and the scan of declaration of Application for The Competition signed by Participant in accordance with the specimen constituting **Appendix 1** to Terms and Conditions ("**Declaration**"). Design and Declaration shall be sent by e-mail to konkurs@opener.pl. Two or more people may make a joint application if the project is their joint effort. In this case, such persons are regarded by Terms and Conditions as one Participant. Before handing in the award to the Winner, Competition Provider may request the original of Declaration, without which the award shall not be granted.
- 6.2. The Project shall be sent to Competition Provider in digital form via e-mail or CD/DVD or as prototype garment sent by post to Competition Provider office address, and must be saved in JPG format for digital form. The

Project should indicate the fit and fabric colour, as well as the the number of colours. In the Project, the Participant may suggest the type and basis weight of garment and Logo print.

- 6.3. After the expiry of the application term, the Competition Provider selects the Winner/s. Competition Provider may choose one or more Winner/s.
- 6.4. In order to select Winner/s, the Competition Provider appoints a 3-member jury. The jury makes a choice with the insight of the renowned stylist appointed by Competition Provider. The jury states the selection of Winner/s in a protocol signed by its members. The decisions of Jury so as to the choice of Winner/s are final.
- 6.5. By making an application, the Participant consents to publish her name and surname by means specified in 3.4. herein and in promotional material regarding Open'er Festival. The Competition Provider also has the right to use the image of Winner/s, i.e. in mass media for promotional reasons, for which the Participant gives consent by applying.
- 6.6. The Competition Winner is obliged to send production-format files of the project: Ai, Eps, PDF, PSD or other, to an FTP address disclosed to the Winner by Competition Provider.
- 6.7. The Competition Provider gains ownership of projects sent by Competition Winner/s (as well as the carrier of project) and proprietary copyrights to projects in the scope specified in 6.8. hereinafter. The appropriation of the project specimens happens as they are obtained by Competition Provider. The Participant chosen as the Winner of Competition undertakes to enter into a written contract with Competition Provider to transfer proprietary copyrights and derivative rights to project within the scope detailed in 6.8. herein and to grant permissions specified in 6.9. in exchange for award specified in 7.5.
- 6.8. The acquisition of proprietary copyrights to projects takes place within the fields specified hereinafter:
 - 6.8.1. Consolidation by all known methods on all known carriers, in particular consolidation by analogue, digital and optical method.
 - 6.8.2. Multiplication by all known methods, in particular manufacturing garments using Project, and multiplication by all known method, including analogue, digital and optical method, print, reprographic, etc.
 - 6.8.3. Marketing garment copies manufactured according to the project and all other multiplied specimen and projects' copies,
 - 6.8.4. Introduction into computer memory, computer network, in particular, on the Internet, into databases, as well into the memory of all electronic devices, and into multimedia networks,
 - 6.8.5. Staging and emission, hiring, lending, and other forms of consent to use
 - 6.8.6. Public broadcasting of project so that it can be accessible to everyone in a place and time of choice,
 - 6.8.7. All public broadcasting of project in telecommunication networks and other similar networks, other than mentioned in 6.8.6.
 - 6.8.8. Usage in all types of advertising, promotional and marketing activity.
- 6.9. The Competition Provider also has a right to exploit and dispose of the proprietary copyrights specified above for an unlimited amount of time within the whole world (copyright unlimited in Territory).The transfer of copyright is tantamount to the Competition Provider's exclusive license to grant the derivative copyright, including in particular the right to modify and to exploit and dispose of modifications of given parts of the project. The Competition Provider has the right to use the project in other works, in particular graphic works, binding the project with other works and projects in whole as in parts or in reference to particular distinguishable components.

- 6.10. By entering into the agreement specified in 6.7., the Participant undertakes to grant the Competition Provider license to execute moral rights to the project.

§ 7. Garment Production. Awards

- 7.1. After selecting the Winner/s, the Competition Provider shall order to manufacture garments according to the selected project. The Competition Provider shall decide upon the scope of production, the producer and materials used. The production should be finished by June 15th, 2019. The costs of production shall be borne by Competition Provider.
- 7.2. During Open'er Festival 2019, Competition Provider shall ensure:
- 7.2.1. The exposure of festival collection designed by Winner/s;
- 7.2.2. The sale of garments with Logo designed according to Winner/s' design.
- 7.3. As for the award in Competition, the Competition Provider shall pay the Winner PLN 1.500 (one thousand five hundred zlotys in words) and grant the Winner one Open'er Festival 2019 four-day ticket with camping. The payment of awards shall be made after paying all required taxes and other payments required by law, including those on the ticket's value.
- 7.4. The award referred herein shall release all Participants' claims for remuneration for using project in all fields of exploitation specified in 6.8 herein. The Participant is in particular not entitled to profits from sale of garments or any other use of Project within the rights obtained by Competition Provider in accordance with Terms and Conditions. The award will be subject to income tax in accordance with the provisions of Act on Personal Income Tax.
- 7.5. In order to obtain the amount specified in 7.5. and the 4-day ticket, the Winner is obliged to enter into agreement with Competition Provider, specified in 6.7. herein.
- 7.6. Payment of the amount specified in 5. shall be made within 60 days from the execution of the agreement specified in 6 by Participant and Competition Provider, to the bank account number specified by Winner, after the Winner files the tax return. The ticket shall be obtained until June 21st, 2019 by personal collection in the seat of Competition Provider or by mailing to the address specified by Winner.

§ 8. Claim handling procedure

- 8.1. Every Participant is entitled to file a claim regarding the Competition. Claims shall be filed within 3 days from result announcement (date as postmarked). No claims shall be considered after this date.
- 8.2. All claims shall be filed in writing by registered mail to the following address: 02-589 Warszawa, ul. Kazimierzowska 14, with an inscription „ Design the Open'er merch motive claim". A claim should include: name, surname, the Participant's detailed address, reasons for claim with justification and the Participant's hand-written signature.
- 8.3. The claim should be verified by Competition Provider within 14 days from its filing. When verifying the claim, Competition Provider shall be bound by provisions of these Terms and Conditions.
- 8.4. The ruling of Competition Provider concerning the claim is final and binding.

§ 9. Liability limits

- 9.1. Competition Provider is not liable for the delays or disturbances in data transmission or interruptions in the operation of the system and/or devices for reasons beyond the Competition Provider's control.
- 9.2. Competition Provider is not liable for effects of delays in delivery or no delivery of packages or correspondence sent by public mail operators or delivery companies.

§ 10. Publishing Terms and Conditions

- 10.1. These Terms and Conditions shall be presented in full to the attention of whoever it may concern at the website www.opener.pl for the duration of Competition.
- 10.2. Alterations to Terms and Conditions made by the decision of Competition Provider shall be submitted on the website specified in point 1.

§ 11. Protection of Personal Data

- 11.1. The personal data of Participants processed with regards to Competition are controlled by Competition Provider.
- 11.2. Submitting Participant's personal data is voluntary, however indispensable to fulfil the provisions of Terms and Conditions. Participant has the right to access and correct Participant's personal data.
- 11.3. Personal data of Participants shall be processed by Competition Provider within the scope and in the aim of organizing the Competition (in particular, communicating with Participants, granting Winners with prizes, list the names and images of Winners, i.e. in mass media, income tax liabilities and other duties of prize granting body).

§ 12. Binding provisions of Terms and Conditions

- 12.1. Advertising and promotional materials are only of informative purpose. Only the provisions of these Terms and Conditions are legally binding.
- 12.2. Entering the Competition is tantamount to Participant granting permission to be liable by terms and conditions of Competition specified herein.

Warsaw, February 26th, 2019.

COMPETITION PROVIDER

Appendix 1

Sample Declaration

Attn: **Alter Art Festival sp. z o.o.**
Kazimierzowska 14
02-589 Warszawa
(**"Competition Provider"**)

From: **[first and last name of Participant]**
[address]
(**"Participant"**)

Date: _____ r.

DECLARATION OF „Design the Open'er merch motive” PARTICIPANT

I hereby declare to take part in Fashioner competition organized by Competition Provider by the provisions of Terms and Conditions of February 26th, 2019. I also declare that:

1. I give my consent to the conditions in Terms and Conditions, specifically on transfer of copyright in accordance with 6.7., 6.8. and 6.9 of Terms and Conditions and I undertake to act in accordance with these provisions;
2. I am eligible for the Competition;
3. The project I submitted for competition is an original work, free from legal defects, specifically from rights and claims of third parties;
4. Should the project be encumbered with legal defects, I undertake to absolve Competition Provider from the resulting liability by covering all costs, expenses and damages resulting from findings of defects.

Participant:

[signature]

[date]