

## Terms and conditions of the international interdisciplinary competition ART BRINGS US TOGETHER

### "The 4-Question Test"

"Ignorance is a menace to peace"

**Paul Harris** 

#### I. General provisions

1. The Organizer of the Competition (hereinafter the Competition) is Instytut Postępowania Twórczego sp. z o.o., with its registered office in Łódź, 52 Rewolucji 1905 r. Street, 90-213 Łódź, KRS: 0000094536, NIP: 7290109624, REGON: 470565146 (hereinafter the Organizer), as an entity running a non-public secondary school – Technikum Edukacji Innowacyjnej in Łódź (hereinafter the School).

2. The Competition's sponsorships are:

- 1) The Academy of Humanities and Economics in Łódź with its registered office at 26 Sterlinga Street, 90-212 Łódź, NIP, 725-10-14-115. REGON, 470810663;
- Association of Rotary Clubs "District 2231 Rotary International" with its registered office at 55 Sienkiewicza Street, 90-009 Łódź, NIP: 7252072333, REGON: 101703396, KRS: 0000481209.
- 3) 3. The Administrator of the personal data provided by the Competition Participants is the Organizer. The contact details of the Data Protection Officer are the same as those of the Administrator.

4. The provision of personal data is optional but necessary for the Participant to enter the Competition. The Participant's personal data will be processed solely for the purpose of adjudicating the Competition covered by the rules and regulations for the period necessary to adjudicate the Competition. Everyone has the right to request from the Administrator access to personal data, rectification, deletion, restriction of processing, as well as the right to data portability and to object to processing. Everyone has the right to withdraw consent to the processing of personal data that they have given to the Administrator. The withdrawal of consent shall not affect the lawfulness of the processing carried out before its withdrawal. Everyone has the right to lodge a complaint with the Supervisory Authority, which as of 25 May 2018 is the President of the Personal Data Protection Office. All rights of the data subject can be exercised by making a declaration using the contact details of the Administrator or the Data Protection Officer.

5. These Terms and Conditions (hereinafter the Terms and Conditions) set out the terms and conditions of the Competition, which the participant accepts by entering.

6. The competition will be announced on the School's website: www.lodz.sei.edu.pl

7. The correctness and course of the Competition, i.e. the provision of information about the Competition and the handling of complaints, are supervised by employees of the Organizer, including the Competition Commissioner.

8. The Commissioner of the Competition is Piotr Izydorczyk, e-mail: piotr\_izydorczyk@wp.pl

9. The Commissioner shall provide detailed information on the Competition.

10. The Competition does not violate the Act of 19 November 2009 on Gambling, including the provisions of Article 29 of the same Act, and is not a game of chance or a betting game.

#### II. Objectives and participants of the Competition

1. The Competition is organized as part of the International Interdisciplinary Competition aimed at students from all types of vocational and technical secondary schools around the world, particularly with a focus on photography and computer graphics.

2. The subject of the Competition is related to the so-called "4-Question Test", which is a wellknown test of the application of ethical standards in private and professional life and consists of answering the questions:

- a) Is it true?
- b) Is it fair to all concerned?
- c) Will it build goodwill and friendship?
- d) Will it benefit all concerned?

3. The purpose of the Competition is:

- a) to develop attitudes of humane social sensitivity;
- b) shaping a positive image of excluded people;
- c) popularizing social inclusion;
- d) to develop social awareness of perceiving and understanding the problems of other people,
- e) showing ways to help;
- f) to stimulate creative imagination, creativity and the opportunity to showcase one's creative skills.

4. Any student of all types of vocational and technical secondary schools from around the world who has accepted the Terms and Conditions may participate in the Competition (hereinafter the Participant).

5. The Participant declares that:

- a) is an active student of the school indicated in paragraph 4;
- b) has familiarized himself/herself with the contents of these Terms and Conditions and voluntarily enters the Competition;
- c) agrees and accepts the Terms and Conditions;

- d) undertakes to abide by the provisions of the Terms and Conditions;
- e) has consented to the processing of his/her personal data for purposes related to participation in the Competition.

6. Participants of the Competition cannot be employees of the Organizer, affiliated companies, employees of other entities related to the Organizer, as well as members of their immediate family. Ascendants are considered family members.

#### III. The announcement of the Competition

The Competition is announced on the School's website: <u>www.lodz.sei.edu.pl</u>, address: Vocational School of Innovative Education in Łódź, 52 Rewolucji 1905 r. Street, 90-213 Łódź, as well as on the websites and headquarters of the schools that have joined to promote the Competition.

#### IV. Rules for participation in the Competition

1. The Participant's task is to submit a competition work consisting of computer graphics and/or photography, which will be a subjective response to the ideas of selfless support, friendship, cooperation regardless of origin, religion and political views all combined with the acceptance of others.

2. The work should be submitted as a printout in the following format: minimum A3, maximum B1.

3. Each work should be accompanied by information including: the author's full name, age, class level, name and address of the school of which he/she is a student, details of the work (title and technique) and the name of the teacher under whose supervision the work was made.

4. The works should be sent to the following address: Vocational School of Innovative Education in Łódź, 52 Rewolucji 1905 r. Street, 90-213 Łódź.

5. The work submitted must be accompanied by a completed and signed Application Form – annexed to the Terms and Conditions of the Competition.

6. The School whose student is a Competition Participant is obliged to send a list of Competition Participants who are students of the School to the Commissioner's e-mail address, including the name of the teacher in charge.

7. Deadline for submission: by  $31^{st}$  March 2023 – the date on which the package reaches the Organizer is decisive.

8. Each Participant may submit a maximum of 3 works in each category.

9. The Organizer shall announce the winner of the Competition by 15<sup>th</sup> April 2023.

10. The Organizer reserves the right to award selected Participants with in-kind prizes, the unit value of which shall not exceed PLN 1,000. The awarded prize cannot be exchanged for cash or other items. The awarded Participant does not have the right to reserve the special qualities of individual prizes.

11. The prizes shall be sent to the Participant's school address as stated in the Competition entry.

12. The costs of preparing and delivering the work for the Competition shall be borne by the Participant.

13. The awarded and honored works shall not be sent back and shall become the property of the Organizer. Other works shall be sent back at the request and expense of the Participants.

14. The evaluation of the works and the distribution of prizes shall be carried out by a Competition Committee appointed by the Organizer, comprising people from Poland and abroad who are professionally connected with the artistic community and representatives of the sponsors.

15. The decision of the Competition Committee is final.

16. The results of the Competition shall be published on the school's website **www.lodz.sei.edu.pl**.

17. The works awarded by the Competition Committee shall be presented in a post-competition exhibition – April-May 2023.

#### V. Responsibilities of the Organizer

1. The Organizer shall not be liable for the accuracy and truthfulness of the data of the Participants in the Competition, including the impossibility of handing over the prizes, for reasons attributable to the Participant, in particular if the Participant has not provided a true correspondence address or if the data provided is incomplete or outdated.

2. The Organizer reserves the right to exclude from the Competition Participants whose actions are contrary to the law or the Terms and Conditions.

#### VI. Personal Data Processing

1. The personal data of the Competition Participants shall be processed by the Organizer and the Sponsor solely for the purpose of performing the activities necessary for the proper conduct of the Competition.

2. The personal data of the Participants shall be kept by the Organizer only for the period necessary for the execution of the Competition and the awarding of prizes to the awarded Participants.

3. Participants have the right to access, correct and delete processed data. Data is provided on a voluntary basis, with registration on the Facebook social network required for participation in the Competition.

4. Upon deletion of the Participant's personal data, the Participant shall no longer be able to participate in the Competition.

#### **VII.** Copyrights

1. All intellectual property rights in the Competition shall vest in the Organizer. Participation in the Competition does not in any way result in the Participants acquiring any intellectual property rights. It is forbidden to infringe in any way the intellectual property rights in the Competition, in particular:

- a) copying, modifying and transmitting electronically or otherwise the Competition mechanism or any part of it, as well as individual works and databases, without the express written consent of the Organizer;
- b) to use the Competition in a manner inconsistent with the Terms and Conditions or generally applicable laws.

2. The Participant declares that he/she shall be entitled to exclusive and territorially unlimited copyrights to the Competition works submitted to the Competition and that the works shall not infringe any third parties' copyrights, protection of state secrecy and business confidentiality, and no other circumstances will occur that could expose the Organizer to liability towards third parties for publishing, processing, using and distributing the Competition works.

3. On the basis of these Terms and Conditions, by accepting their content, the Participant grants the Organizer an exclusive free and transferable license to use the Competition work by the Organizer or by persons deriving from it the rights to use the work, in the following fields of exploitation:

- a) permanent or temporary reproduction of the work in whole or in part, by any means and in any form, to the extent that reproduction is necessary for the introduction, display, use, transmission and storage of the work. This field of exploitation includes in particular the fixation of the work in the form of a CD;
- b) the presentation of the work or part of it in the form of a multimedia show;
- c) dissemination in such a way that individuals can access the work from a place and at a time individually chosen by them;
- d) modification;
- e) fixation using printing, computer, photographic, digital techniques;
- f) reproduction using printing, computer, photographic, digital techniques irrespectively of the number of copies;
- g) use in audiovisual and multimedia works;
- h) dissemination of the work, including the rental of the work or copies thereof, using copies placed on the market and in the version resulting from the original processing under this agreement;
- i) uploading the work as well as parts of it to the Internet and other telephone and information and communication networks, either with a view to or for the purpose of further making it available, whether free of charge or commercially;
- j) feeding into a computer;
- k) exercising copyright.

4. The Organizer shall be entitled to grant licenses to third parties to use the rights to the work within the scope of paragraph 3.

#### VIII. Complaints and notifications of infringements

1. Any complaints concerning the way the Competition works or any violations of the Terms and Conditions that have been found should be reported to the Organizer by e-mail to: **piotr\_izydorczyk@wp.pl** or in writing to the Organizer's registered office address.

2. The complaint or notification of violations found should contain the name, surname and exact address of the Competition Participant as well as a description of the event complained of.

3. Complaints and applications shall be dealt with promptly but no later than within 14 days of receipt by the Organizer.

4. The User shall be notified of the Organizer's decision by e-mail that was provided in the application form in the Competition or in writing to the correspondence address provided.

#### **IX.** Final provisions

1. The Terms and Conditions shall enter into force on 16<sup>th</sup> August 2022 until further notice.

2. In matters not covered by these Terms and Conditions the provisions of the Civil Code shall apply.

Appendix 1 to the Terms and Conditions in the International Interdisciplinary Competition

## The application form in the Competition for secondary school students ART BRINGS US TOGETHER

#### "The 4-Question Test"

# THE APPLICATION FORM MUST BE COMPLETED LEGIBLY IN BLOCK CAPITALS AND SIGNED BY HAND

Author's full name	
Class	
Age	
Name and address of the school	
Title of work	
Category	
Name of the supervisory teacher	
Author's e-mail address	

The participant declares that:

- a) is an active student of the school indicated above;
- b) has familiarized himself/herself with the contents of the Terms and Conditions of the Competition and voluntarily enters the Competition;
- c) agrees and accepts the terms of the Terms and Conditions of the Competition;
- d) undertakes to abide by the provisions of the Terms and Conditions of the Competition;
- e) has consented to the processing of his/her personal data for purposes related to participation in the Competition
- f) agrees to grant a license to use the author's economic rights to the awarded Competition work to the extent indicated in the Terms and Conditions.

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(date and author's signature)