

## **Terms and Conditions of the ShowOFF Section at KRAKOW PHOTOMONTH 2018**

### **§ 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 2018 (hereinafter referred to as the Festival) is the Foundation for the Visual Arts, located in Krakow, 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 7, 2018 11:59.59 p.m. CET, by sending the completed application form to the ShowOFF Section via the [www.picter.com](http://www.picter.com) platform (terms and rules for using [www.picter.com](http://www.picter.com) are available at <https://www.picter.com/legal/terms/>).
- 2 An entry fee is payable for all entries to the ShowOFF Section 2018. This entry fee, of 10 euro, is to be made through the [www.picter.com](http://www.picter.com) platform.
- 3 Submissions to the contest may be photographic projects (up to 20 pictures) or video projects (original photographic projects and original film projects, hereinafter referred to as the Project).
- 4 Projects submitted to the Section may be completed or in progress.
- 5 Only one project may be submitted to the ShowOFF Section.
- 6 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.
- 6 The Organizer declares that it will use the license granted respecting the personal rights of the Participants.

### **§ 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 or photobook (both 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 10–11, 2018);
  - 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, 2018);
  - 4 Produce a Presentation, or work with the Organizer to produce a Presentation, in a photographic laboratory 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 3, 2018;
  - 6 Participate in the opening, conferences, meetings and other events related to the organization of the Section (the Winning Participant's accommodation and travel expenses shall be borne by the Winning Participant).
- 4 The Organizer shall cover the production costs of the Presentation, but solely in the Lablab Foundation laboratory and 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 produced personally by the Winning Participant 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.

**§ 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.