



1ST INTERNATIONAL

PHOTOGRAPHY CONTEST

ZĄBKOWICE ŚLĄSKIE 2021

1ST INTERNATIONAL PHOTOGRAPHY CONTEST ZĄBKOWICE ŚLĄSKIE 2021

RULES, ORGANIZERS:

ZĄBKOWICKIE CENTRUM KULTURY I TURYSTYKI

Coordinator Of The Contest: Dariusz Sebastiański

§1 General conditions

1. The contest is open to all photographers.
2. 1ST INTERNATIONAL PHOTOGRAPHY CONTEST ZĄBKOWICE ŚLĄSKIE 2021 is a contest in the field of science, culture, and art.
3. The Requirements & Conditions (hereinafter: Regulations) determines the terms of the Contest which are to be accepted by the Participant in the moment of joining the Contest.
4. The Organizer oversees the correctness and course of the 1st INTERNATIONAL PHOTOGRAPHY COMPETITION ZĄBKOWICE ŚLĄSKIE 2021, providing information about it and considering complaints. For the proper conduct of the Contest, the Organizer can appoint the Coordinators (hereinafter: "the Coordinator") on the local and national level.
5. Only persons over the age of 18, having full legal capacity, and having accepted the Regulations may participate in the Contest.
6. Contest participants cannot be employees of the Ząbkowickie Centrum Kultury i Turystyki, as well as members of their immediate family. Moreover, coordinators and members of the Jury are not allowed to take part in the Contest.
7. Only sets of photo works can be submitted to the contest.
8. One author can submit up to two sets of photo works in each section.
9. The participant of the contest decides in which contest categories he/she wants to take part. Participant may submit up to 3 (three) photographs in total in one set in the section CONCEPTUAL PHOTOGRAPHY and in one set up to 4 (four) photographs in the section IMAGINERY PHOTO REPORTAGE.
10. At the back of each photographic work please add:
 - 1) the author's name;
 - 2) the exact address and e-mail address;
 - 3) the title of the section and the title of the set;
 - 4) the sequence number according to the attached application card.
11. The sequence of photo works in the set or its graphic layout should be attached on a separate sheet.
12. Photographic works in stiff, flat packages should be sent to the address:
Ząbkowickie Centrum Kultury i Turystyki
ul. Rynek 24, 57-200 Ząbkowice Śląskie
WITH NOTE : I PHOTO CONTEST 2021
13. The complete declaration consists of: the application form (Attachment 1 to Regulations Contest), Photographic works, Consent to use of image (Attachment 2 to Regulations Contest).
14. Photographic works submitted in tubes shall not take part in the competition and will not be sent back.
15. The organizers ensure the return of the photographic works in the same packaging.
16. The organizers have the right to reproduce and publish photographic works in the



Ząbkowickie Centrum
Kultury i Turystyki

🏠 Rynek 24
57-200 Ząbkowice Śląskie
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📌 /centrumkulturyzabkowie
📷 /centrumzabkowie
🌐 www.zckit.pl





- catalogue, press, television, and on the internet free of charge.
17. The awarded photographic works remain the exclusive property of the authors.
 18. The submitted works are to be reviewed by the Jury. The Jury is appointed by the Organiser.
 19. The Jury shall make a decision in the subjective intention among the submitted works, taking into consideration the following requirements:
 - 1) topic relevance of the submitted work;
 - 2) the artistic value of the submitted work;
 - 3) the technical merit of the photographs;
 - 4) a unique approach to the topic.
 20. The decisions made by the Jury are definitive and legally binding and shall be without appeal.
 21. The Terms and Condition of the contest are contractual provisions applicable to both: Organizers and Participants of the Contest.
 22. The submitted photographic works are tantamount to a declaration of copyrights and property rights to the photos. When submitting photographic works to the contest, the author declares that in the case where a third party appears on the photograph: obtained the consent of that person (and with regard of a minor: consent of their parents / legal guardians) on the use of the image.
 23. Categories – Photography Contest sections:
 - 1) **CATEGORY I - CONCEPTUAL PHOTOGRAPHY**
The format of the entire set of photographic works should not be larger than 70 x 100 cm.
Non-standard photographic expression of the world around us, people, thoughts, sensations, impressions, etc. Reflections, searching in the areas of the structure of the photographic image, visual reality. New way of presenting photography using retro photography techniques.
 - 2) **CATEGORY II - IMAGINERY PHOTO REPORTAGE**
The format of the entire set of photographic works should not be larger than 70 x 100 cm.
Photographic registration of space-time, imagination. Presentation of important social problems through your own imagination. The author's personal relationship with reality. Reportage, document.
 24. Deadline for photographic works submissions is 12.11.2021.
 25. Jury meeting shall take place until 30.11.2021. Results will be published by 01.12.2021 on www.zckit.pl.
 26. Exhibition of photographic works will take place from 10.12.2021 to 10.01.2022.
 27. Return of all photo works shall be done by 28.02.2022.
 28. Detailed information about the contest is provided by the Ząbkowickie Centrum Kultury i Turystyki, phone: +48 74 815 28 96, e-mail address: kultura@zckit.pl.
 29. **AWARDS:**
 - CATEGORY I: CONCEPTUAL PHOTOGRAPHY**
 - 1st PRIZE – 2000 PLN
 - 2nd PRIZE – 1500 PLN
 - 3rd PRIZE – 500 PLN
 - CATEGORY II: IMAGINARY PHOTO REPORTAGE**
 - 1st PRIZE – 2000 PLN
 - 2nd PRIZE – 1500 PLN
 - 3rd PRIZE – 500 PLN
 30. Each author of the photographic work qualified for the exhibition shall receive a diploma/certificate of participation.
 31. The Jury has the right to assign the awards differently.
 32. The Jury can appoint 5 additional honourable mentions in each category.
 33. The organizer is not responsible for the reliability and the truthfulness of the data provided by the participants of the competition, including the lack of possibility to



supply the prizes, for reasons directly attributable to the Participant, particularly when the proper address was not provided, the answer was not delivered in time pinpointed by the Organiser or when the given data is incomplete or not valid.

34. The Participant bears full and exclusive responsibility in case of claims of third parties referring to the usage of the photographs by the Organiser.

§2 The processing of personal data

1. The Administrator of personal data collected from the Participants is Ząbkowickie Centrum Kultury i Turystyki, ul. Rynek 24, 57-200 Ząbkowice Śląskie, NIP: 8870010191, REGON 000286700.
2. In matters in the field of personal data protection, you can contact the Personal Data Protection Inspector at e-mail: iod@zckit.pl.
3. Providing personal data is voluntary and necessary for the Participant to join the Contest. In case of personal data's removal, the User is not eligible to participate in the Contest. For the purposes of the Contest, the Organiser processes the following personal data: name, surname, e-mail address, residential address.
4. The personal data of the participants are to be processed by the Organiser, the Coordinators and the Jury for the actions needed in conduct the Contest, and in particular for the purposes of:
 - 1) communication with Participants;
 - 2) announcement of the results of the Contest;
 - 3) providing the Winners with prizes;
 - 4) promotion of the municipality Ząbkowice Śląskie in the future;
 - 5) labelling the published Works with the name and surname of the author;
 - 6) the publication of the winning Works, including the name and the surname of the author on websites, social media channels, 2022 calendars printed by the Organiser.
 - 7) marketing activities on the base of the consent (if given);
 - 8) archiving any documents linked to the carrying out of the Contest;
 - 9) providing statistics.
5. Personal data can be shared with other entities within the framework of the Contest, and in particular with:
 - 1) The Coordinators;
 - 2) entities that provide delivery or postal services;
 - 3) supporting entities, including providers of external services that support the activities of the Organiser.
6. The legal basis for processing data is the Article 6 (1) (b) and (f) of the General Data Protection Regulation of 27th April 2016 GDPR.
7. Processed data are used for the Contest purposes. In other cases, data are to be processed with the prior approval only, defined in the terms of the Regulations. It applies to data being processed for marketing purposes in particular.
8. Data are to be processed within the timeframe of the Contest duration, in particular until the end of the Contest.
9. In view of the deletion or correction of data the following rights are to be respected:
 - 1) the right to data's clarification - in case of data being incorrect, irrelevant, incomplete, etc.;
 - 2) the right to be forgotten - the right to request removal of the personal data;
 - 3) the right to restriction of processing;
 - 4) the right to access the data;
 - 5) the right to transfer the data;
 - 6) the right to objection;
 - 7) the right to revoke consent to data being processed.



10. In accordance with Regulation (EU) No 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, the consent may be withdrawn, which means its cancellation or revocation by sending a message at any time from the address to which the consent applies to the address iod@zckit.pl. The revoke of the consent has no influence on the liability of processing data that was made on the basis of consent before its revoke. We inform that the entries are not profiled. The data are neither to be shared outside the Ząbkowickie Centrum Kultury i Turystyki (ZCKiT) nor international institutions.

§3 Copyrights

1. The Participant hereby declares that they have exclusive and unlimited copyright (personal and property) to the Photographic Work. The Participant ensures that the Photographic Work is not encumbered by any claims and other rights of third parties. The Participant bears full and exclusive responsibility in case of claims of third parties.
2. Submitting the Photographic Works to the Contest is tantamount to granting the consent to the Organiser to use the submitted works free of charge for a permanent period of time, on a basis of a non-exclusive licence in printed, audio, video form on the Internet in all the activities of ZCKiT. The Organiser reserves the right to publish entries with the credit titles permanently.
 - 1) The Participant declares that he/she bears the right to the Work mentioned above and is entitled to give the licence as the rightsholder.
 - 2) In case of photographs with persons' images, the Participant declares that he/she bears has the consent of people visible in photographs on the use of their image and that he completed all obligations under the provisions on the protection of personal data.
 - 3) The Participant declares that the use of the photographs by the Organiser shall not infringe the rights of third parties.
 - 4) The licence includes also the right to use the photographs in full or as a compilation of selected modules, in particular, the right enabling the necessary modifications in the photographs (selection, retouch, graphic changes).
 - 5) The Participant grants the Organiser with the free of charge, non-exclusive licence to use the photographs submitted in the Contest for their publication in the calendars 2022, publication the information of the results on the website and social media channels, print of the and any other publications related to the promotion of the Organiser.
 - 6) The licence is granted indefinitely. The licence is to be granted starting from the submission of the Work in the Contest.
 - 7) The licence entitles the Organiser to the use of the photographs on the following fields: a) the record and multiplication of the photographs wholly or partially: with the means of any printing and reprographic techniques, magnetic recording or digital technology; b) in terms of copies circulation, selling, lending the original or the copies; c) in terms of distribution in a manner other than that specified in item (b): public performance, exhibition, display, publication on websites, reproducing, broadcasting, rebroadcasting, and communication the photographs to the public.
 - 8) In case of claims or demands made by any third party against the Organiser for copyright infringements to the photographs or image rights by the Organiser and the Co-Organiser, in accordance with the licence, the Participant is obliged to immediately stand up for in support of the defendant and indemnify the Organiser claims, liabilities, proceedings, and expenses incurred by possible proceedings.



3. The Organiser and the Co-Organiser reserve the right to present all or chosen Works within the timeframe of the Contest, and the possibility to their reproduction, and publication by the means of any technique without a remuneration of authors.
4. The Winners shall refrain from using personal copyrights mentioned above, in particular the right to provide a name, surname, or a nickname, the right to exhibit the Work or the right to author's supervision.

§ 4 Claims and breach reporting

1. Any claims related to the breaches in scope and manner of conducting the Contest shall be reported to the Organiser in Polish or English language to the address: kultura@zckit.pl, or in written form at the address of the Organiser set out in the convening Regulations not later than 14 days after the end of the Contest.
2. The claim or report of raised breaches shall contain the name, the surname, and the full address of the Participant, a preferred way of communication, and a detailed description of the situation being the subject of the claim or report.
3. The claims and reports will be considered within 21 days following the receipt of the claims by the Organiser.
4. The User shall be notified of the Organiser's decision by electronic means to the address from which the notification of claim was sent or in written form to the given address.

§ 5 Force Majeure

1. The Organiser may be released from the liability for non-performance or improper performance under that Regulations as a consequence of circumstances of Force Majeure.
2. With Force Majeure the parties mean events arising out of or caused by (directly or indirectly) forces beyond its control that cause failure or delay in performance partially or wholly of the obligations of the Regulations. The force majeure includes in particular: fires, floods, terrorist attacks, hostilities, pandemics, epidemics.

§ 6 The final provisions

1. Terms & Conditions Regulation enters in force on the date of publication of this notice.
2. Matters not regulated by these Regulations shall be governed by the provisions of the Polish Civil Code and the Act on Copyright and Related Rights.
3. Any disputes between the Organiser and the Participant or third parties that cannot be settled amicably, will be referred to the competent judicial authority proper for the location of the Organiser's headquarters and the nature of the claim.
4. The Regulations are accessible for Participants on www.zckit.pl and in the Organiser's headquarters.
5. The Organiser reserves the right to change the Regulations and to cancel the Contest in whole or in part comprising one or more categories, without providing reasons.
6. If any provision of these Regulations would turn out to be invalid, ineffective, or impossible to do or would become recognised as such by the competent administrative authority, or the change of the law, or consequences of the Force Majeure (§ 5), the Organiser, guided by the good faith and objectives of the competition, shall choose the most suitable notification manner mentioned above and establish a substitute decision, the effects of the consequences as close as possible to the original provisions of the Regulations.
7. In the case of conflicting meanings between language versions, the Polish version is valid.