

TERMS AND CONDITIONS
of the open competition "We after 24 February 2022"

§1.

The organizers of the open competition for the creation of a short literary work under the theme "We after 24 February 2022" (hereinafter: the Competition) are: the Society of Authors ZAiKS, with its registered office in Warsaw, ul. Hipoteczna 2 , 00- 092 Warsaw (hereinafter: "ZAiKS") and the KARTA Center Foundation, ul. Narbutta 29, 02-536 Warsaw (hereinafter: the "Foundation"). The originators of the Competition are the management boards of the Section of Authors of Literary Works and the Section of Dramatic Works of the Society of Authors ZAiKS are.

§2.

1. The aim of the competition is to acquire literary works of value that are dedicated to one of the most extraordinary social events that happened to Poles, Ukrainians and representatives of other nationalities after Russia's brutal military assault on Ukraine, that is, in the period from 24 February 2022 until the present day. The organizers hope to receive works sparked by a very real, new experience caused by the war, the confrontation between people previously unknown to one another, and the mutual meeting of nations - the Polish, the Ukrainian, and possibly others - that was forcibly brought about by the circumstances.
2. To participate in the Competition, authors (also referred to as "Participants") may submit literary works in any form of their choice - e.g. short story, microdrama, epistolary narrative, etc. (hereinafter: "Works") - of no more than 20,000 characters (no more than 11 pages of standardized typescript). Works may be submitted in Polish, Ukrainian, Russian, Belarusian or English.
3. A Work can be created by more than one author.
4. The Competition is open only to original Works, which have not been previously published or disseminated.
5. The Competition is open to any person of legal age with full legal capacity. Participation in the Competition is voluntary and free of charge.
6. Employees of ZAiKS and the Foundation, members of the Jury, as well as members of their families, are not allowed to participate in the Competition.
7. The Competition is carried out in accordance with these Terms and Conditions, and all information about the Competition is available online at the websites of ZAiKS (www.zaiks.org.pl) and the Foundation (<https://karta.org.pl/>).

8. Submitting a Work to the Competition is equivalent to accepting all provisions of these Terms and Conditions.

§3.

1. Works may be submitted to the Competition no later than on 30 November 2022.
2. Works should be submitted along with a personal data form to the following e-mail address of the Foundation: konkurs@karta.org.pl.
3. The electronic submission of a Work through email should include two separate scans of documents in PDF file format as attachments:
 - a) the first file – the pseudonymized Work (the text of the competition Work) with the title;
 - b) the second file – the following data of the author(s):
 - i.pseudonym;
 - ii.title of the Work;
 - iii.name and surname;
 - iv.date and place of birth;
 - v.email address;
 - vi.phone number;
 - vii.mailing address;
 - viii.declarations and consents signed by the author(s), including the consent for the processing of personal data, as mentioned in the appendix to these Terms and Conditions.
4. The organizers allow – in exceptional cases – the possibility of submitting the Work in the form of a printout by regular mail to the address of the Foundation. In such a case, the postmark date is decisive for meeting the deadline. The envelope should contain printed copies of the documents indicated in paragraph 3.
5. One Participant may send more than one entry. Each submission must use a different pseudonym and be submitted separately.
6. By sending the submission, the Participant declares that: he/she meets the requirements specified in the Terms and Conditions, and that all personal data contained in the submission are factually and legally correct, and that he/she submits them voluntarily.
7. If the Work was created in co-authorship, the Participant declares in the submission that he/she is authorized by the other co-authors to submit the Work to the Competition. A Participant who has submitted a Work without the permission of the copyright owner or the authorization of the other co-authors, or has gone beyond the scope of such an authorization, shall bear liability for any claims made against the Competition organizers.

8. In the case of a Work created by several authors, they are obliged, when sending the submission, to specify the percentage of their shares in the authorship of the Work.
9. Submissions to the Competition made in a different form than described in the Terms and Conditions, or at a later time than specified therein will not take part in the Competition.
10. Works may be excluded from participation in the Competition for:
 - a) violating the rights or personal rights of third parties;
 - b) violating the applicable provisions of Polish and international law;
 - c) having a negative impact on the image of the organizers;
 - d) presenting a commercial offer or advertising for an institution/company.
11. ZAiKS and the Foundation reserve the right to store copies of the submitted Works in their ICT systems.
12. ZAiKS and the Foundation do not return submitted copies of Works.

§4.

1. By entering the Competition, the Participant declares on his/her own behalf that:
 - a) the Participant is a person of legal age;
 - b) the Participant is the author or co-author of the Work submitted to the Competition;
 - c) the Participant is authorized by the other co-authors to make a submission to the Competition in the case of co-authored Works;
 - d) the submitted Work does not infringe any rights of third parties;
 - e) the Work does not violate applicable laws;
 - f) the Participant will be liable if a third party claims rights to the submitted Work;
 - g) the Work has not been previously published or disseminated;
 - h) the Participant agrees to the Foundation's processing of the provided personal data. Information on the processing of personal data for Participants of the Competition is attached to the Terms and Conditions,
 - i) the Work meets the other requirements specified in the Terms and Conditions.
2. Participation in the Competition is tantamount to granting ZAiKS and the Foundation permission, free of charge, to record, photograph, film or make any other kind of recording of the Participant's image or voice in connection with the Competition, and to disseminate or show that image and voice in connection with any program depicting the Competition or the activities of ZAiKS and the Foundation. The Participant shall not be entitled to any claims against ZAiKS and the Foundation in this regard.

§5.

1. The pool of prizes funded by ZAiKS amounts to PLN 64,000.
2. The Competition will award the following prizes:
 - one First Prize in the amount of PLN 15,000,
 - two Second Prizes of PLN 10,000 each
 - three Third Prizes of PLN 5,000 each
 - and seven Distinctions of PLN 2,000 each.
3. The value of the prizes is expressed in gross amounts.
4. In justified cases (e.g. small number of entries, a particularly high or low level of submitted Works), it is possible to make a different distribution of prizes and distinctions.
5. The organizers reserve the right not to award a prize at all if there are no Works that meet the requirements set out in the Terms and Conditions.

§6.

1. ZAiKS and the Foundation will appoint a seven-member jury of the Competition (hereinafter: "Jury") after the deadline for submitting Works to the Competition expires, once the total number of Works submitted have been summed up. The selection of the Jury members will be made in such a way as to make it possible to evaluate the Works submitted in the various languages foreseen by the Competition. ZAiKS and the Foundation reserve the right to increase the number of Jury members.
2. The Jury:
 - 1) will elect a chairman from among its members;
 - 2) will evaluate the Works submitted to the Competition;
 - 3) will select the Winners of the Competition;
 - 4) will award Prizes and Distinctions to the Winners;
 - 5) will formulate the Jury's announcement.
3. The Jury takes decisions by simple majority in an open vote.
4. The Jury is not required to justify the selection of the awarded Work.
5. The Decisions of the Jury are final and indisputable.

§7.

1. The Competition will be concluded by 30 January 2023.
2. The announcement of the results of the Competition and the prizes awarded will be published on the websites of ZAiKS (www.zaiks.org.pl) and the Foundation (<https://karta.org.pl/>).
3. The Participant agrees to the publishing of his/her personal data (name and place of residence) or pseudonym in connection with the announcement of the results of the Competition.

4. ZAiKS and the Foundation reserve the right to change the date of the Competition's conclusion. In such a case, the information about the change will be communicated through email.

5. The prizes will be transferred to the winners of the Competition within 14 days of the announcement of the Competition results to the bank account indicated by the winner. This time may be extended if the winner fails to provide the data necessary for the payment of the prize.

6. Winners undertake, within 7 days after the announcement of the results of the Competition, to indicate the bank account number required for the transfer of the prize and the data required for tax purposes to the e-mail address: konkurs@karta.org.pl.

7. In the case of a Work created and submitted by several authors, the prize will be paid to the winners according to the shares declared in the submission.

8. ZAiKS and the Foundation will not be responsible for the inability to transfer the prize due to reasons attributable to the winner of the Competition.

9. If a tax obligation arises due to the amount of the prize, an advance personal income tax payment will be deducted from the prize amount in accordance with applicable laws. The organizers would like to inform that in accordance with the tax law in force at the time of publication of the Terms and Conditions, prizes awarded in competitions, the value of which exceeds PLN 2,000, will be reduced by the organizer by 10% on account of a flat-rate income tax. However, the organizers make the reservation that these regulations may change during the course of the Competition.

10. In the event that ZAiKS or the Foundation receives information, after or before a prize indicated in the Terms and Conditions has been awarded, that the winning Work constitutes plagiarism, or otherwise violates the law or the provisions of these Terms and Conditions, ZAiKS and the Foundation shall have the right to:

- a) withhold the award of the prize until the doubts are resolved,
- b) take the decision not to award the prize in the Competition,
- c) demand the return of a prize that has already been granted.

§8.

1. The authors agree not to disseminate their Works until the Competition has been concluded.

2. ZAiKS and the Foundation reserve the right of priority to disseminate the Works submitted to the Competition after its conclusion, in particular by publishing them in print. Should the authors of the Works wish to use them in any other way during this period (e.g. to grant permission to another entity to publish them), prior to the exercise of the aforementioned right by ZAiKS or the Foundation, they are obliged to obtain consent from ZAiKS and the Foundation, which requires the written form to be valid.

ZAiKS and the Foundation shall decide whether to grant the consent no later than 30 days after receiving the relevant request from the Participant, and such consent shall not be unreasonably withheld. In case of the ineffective expiry of the time limit, the Participant shall be released from the obligation specified in this paragraph.

3. In the event that ZAiKS or the Foundation decides to disseminate the Works, a separate agreement will be concluded with the authors, regulating in particular the scope of use or transfer of author's copyrights to the Work and the remuneration due to the authors on this account.

4. ZAiKS and the Foundation reserve the right to use small excerpts of the winning Works for the purpose of promoting their activities to foster the development of literary creativity - including through the placement of excerpts of the Works on the websites: www.zaiks.org.pl and www.karta.org.pl and in the publication "Wiadomości ZAiKS".

5. The Participant undertakes that if he/she should disseminate a Work created for the Competition independently once the Competition is over, he/she will label it with the information: "A literary work created for the Competition «We after 24 February 2022» organized by the Society of Authors ZAiKS and the KARTA Center Foundation." If a Participant becomes a winner of the Competition, he/she will label the Work with the following information: "A literary work awarded at the Competition «We after 24 February 2022» organized by the ZAiKS Authors Association and the KARTA Center Foundation."

6. The organizers reserve the right not to use the Works submitted to the Competition.

§9.

1. All Participants have the right to file complaints regarding the Competition to ZAiKS and the Foundation within 14 days from the date of the occurrence of the situation covered by the complaint, but no later than 30 January 2023 by e-mail to konkurs@karta.org.pl or in writing to the address of ZAiKS's or the Foundation's registered office.

2. Complaints are considered by a Commission appointed by ZAiKS and the Foundation.

3. Complaints should be made in writing or in the form of an email and include the name, exact address of the complainant, the date and place of the event to which the complaint relates, as well as a detailed description and reason for the complaint and the content of the request.

4. Complaints are processed within 14 calendar days from the date of their receipt - this time includes the mailing of the letter containing the response to the complaint.

5. When considering complaints, the Commission shall rely on these Terms and Conditions and the applicable laws.

6. The Participant will be notified of the Commission's decision in the same form in which the complaint was submitted, and sent to the Participant's address provided in the complaint.

7. The decision of the Commission on the complaint is binding. However, regardless of the complaint procedure, the Participant of the Competition has the right to pursue claims before a court of law.

8. The Jury's verdict on the selection of the Works awarded in the Competition is not subject to complaint.

§10.

1. For substantial and formal matters, the Participants should contact the following persons appointed by the organizers:

Leszek Napiontek tel. +48 880 784 604, e-mail: leszek.napiontek@zaiks.org.pl - ZAIKS,
Alicja Wancerz-Gluza, tel +4822 8480712, e-mail: a.gluza@karta.org.pl - Foundation.

2. The Competition is not a game of chance, the result of which depends on coincidence, within the meaning of Article 2 of the Act of 19 November 2009 on gambling games (Dz. U. of 2009, no. 201, item 1540, as amended) and is not subject to the rules set out in the aforementioned act.

3. In matters not covered by the provisions of these Terms and Conditions, the generally applicable provisions of the law shall apply, including in particular the provisions of the Civil Code.

4. ZAIKS and the Foundation reserve the right to change the Terms and Conditions at any time during the Competition, without giving any reason, provided, however, that such a change will not aggravate the situation of the Participants.

5. The amended Terms and Conditions will be effective from the moment of their publication in a manner that allows the Participants of the Competition to become familiar with the changes. Changes to the Terms and Conditions will be communicated on the websites of ZAIKS (www.zaiks.org.pl) and the Foundation (<https://karta.org.pl/>).

6. The Competition may be cancelled only for important organizational reasons, which include: (i) force majeure, (ii) the introduction of local or national restrictions that make it difficult or impossible to carry out the Competition. The organizers have the right to change the Terms and Conditions due to any of these changes.

Appendix to the Terms and Conditions

Of the open Competition "We after 24 February 2022"

Data, declarations and consents granted by the participant of the Competition:

name _____

surname _____

mailing address _____

contact number _____

email address _____

1. I declare that I have read the Terms and Conditions of the "Open Competition «We after 24 February 2022»" and that I agree to participate in the Competition under the rules set out in these Terms and Conditions.
2. I declare that I consent to the processing of personal data provided to the KARTA Center Foundation and the Society of Author ZAiKS as the organizers of the Competition, to the full extent necessary to achieve the objectives of the Competition.
3. **Information on the processing of personal data for participants in the open Competition "We after 24 February 2022".**

In accordance with Article 13 of the GDPR, below, we provide the following information about personal data.

Who is the controller of personal data?

The controller of the personal data of the participants of the Competition is the KARTA Center Foundation, ul. Narbutta 29, 02-536 Warsaw, KRS: 0000119146, NIP: 5260305957, REGON: 006210388.

What are the purposes of personal data processing?

The controller processes the personal data of the participants of the Competition for the following purposes:

1. to carry out the competition so as to select the winners and pay the prizes;
2. to make information about the winners of the Competition public,

3. to publicize the image of the winner of the Competition,
4. to archive and keep records of the competition procedure,
5. to pursue and defend against claims.

What is the legal basis for processing personal data?

The controller processes the personal data of the participants of the Competition on the following legal bases:

1. as regards the purposes indicated in points 1, 3 and 4 above, the legal basis is the consent of the participant of the Competition,
2. as regards the purpose indicated in point 2 above, the legal basis for the processing of personal data is a legal obligation,
3. as regards the purpose indicated in point 5 above, the legal basis for the processing of your personal data is the controller's legitimate interest (Article 6(1)(f) of the GDPR), i.e. maintaining an archive of creativity and culture to preserve information about creators, the works they have created, and how their creative works have been used. The controller has assessed the impact of this data processing on privacy and on your rights and freedoms. After considering the interests of the participant of the Competition and the interests of the controller, the controller has concluded that such processing does not adversely affect the rights and freedoms of the participant of the Competition, and that this processing does not unduly interfere with the participant's privacy,
4. as to the purpose indicated in point 6 above, the legal basis for the processing of personal data is the controller's legitimate interest (Article 6(1)(f) of the GDPR), i.e. pursuing or defending against claims. The controller has assessed the impact of this processing on privacy and on your rights and freedoms. After considering the interests of the participant of the Competition and the interests of the controller, the controller has concluded that such processing does not adversely affect the rights and freedoms of the participant of the Competition, and that the processing does not unduly interfere with the participant's privacy,

With whom will the controller share the personal data of the participant of the Competition?

The controller will share the personal data of the participant of the Competition with the following categories of entities:

1. the members of the jury of the Competition, in accordance with the terms and conditions of the Competition, in order to carry out the

competition procedure,

2. law firms providing legal services to the controller,
3. entities providing accounting and auditing services to the controller,
4. entities providing IT and programming support services to the controller,
5. to postal operators and so-called courier companies to the extent necessary for these entities to provide services to the controller,
6. entities with which the controller has entered into a personal data processing agreement,

Please be informed that depending on the recipient of personal data, the scope of the data shared may vary.

For how long will personal data be kept?

Personal data will be kept for a period of 5 years after the end of the competition procedure, and – in the case of a cash prize award – for a period until the expiration of tax liabilities. For archiving purposes, personal data of the participant of the Competition will be kept indefinitely.

Does the the participant of the Competition have the right to access his/her personal data?

Each participant of the Competition has the right to access, rectify, erase or limit the processing of his/her personal data, and the right to data portability. In addition, each participant of the Competition has the right to object to the processing of personal data. Access to the data is possible:

1. through email at: a.swiatecka@karta.org.pl,
2. directly at the registered office: KARTA Center Foundation, ul. Narbutta 29, 02-536 Warsaw.

Does a participant of the Competition have the right to file a complaint regarding the processing of personal data?

Yes, any data subject has the right to file a complaint with the supervisory authority, i.e. the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych), ul. Stawki 2, 00-193 Warsaw.

Is the provision of personal data a contractual or statutory requirement? Is the participant of the Competition obliged to provide personal data and what are the consequences of not doing so?

Providing personal data by the participant of the Competition is voluntary. Failure to provide personal data by the participant will make it impossible for the controller to carry out the competition, and in the case of a cash prize award, it will make it impossible to pay the prize but also to fulfill obligations related to calculating and making the due advance personal income tax payment.

* 1. I consent to the processing of my personal data by the controller for the purpose of carrying out the competition, for the purpose of selecting the winners, and for the controller and the organizer of the Competition - the Society of Authors ZAiKS, to make the information about the Competition winners public**.

* 2. I permit the controller and the organizer of the Competition, the Society of Authors ZAiKS, to publicize my image as the winner, whereas the image will be part of the materials published in connection with carrying out the competition **.

3. I declare that I have read the attached information on the processing of personal data by the controller.

***Please** check the box.

****The controller** informs that the grant of consents is voluntary. Failure to provide consents will prevent the controller from carrying out the competition or prevent the image of the winner from being made public. The controller also informs that once granted, consent may be withdrawn at any time. However, the withdrawal of consent does not affect the validity of the processing of personal data that took place before its withdrawal.

Date: __ / __ / 2022

Place: _____

Legible signature: _____