

REGULATIONS OF THE 2ND EDITION OF THE “OKNOPLAST FOR ART” CONTEST

1. General provisions.

- 1.1. These regulations (hereinafter referred to as: the “Regulations”) set out the rules of the 2nd edition of the contest titled “Oknoplast for Art” (hereinafter referred to as: the “Contest”).
- 1.2. The Regulations will be available on the website of the MOCAM Museum of Contemporary Art in Krakow, at: <https://mocak.pl/> (hereinafter referred to as: „MOCAM’s Website”), and on the Contest-related website, at: <http://art.oknoplast.com/> (hereinafter referred to as: the „Contest Website”).
- 1.3. Each participant should read the Regulations when entering the Contest.
- 1.4. The Contest will run from 4.12.2023 to 4.03.2024.

2. The Contest organisers and the prizes sponsor.

- 2.1. The Contest is co-organised by:
 - a) the MOCAM Museum of Contemporary Art in Krakow with its registered office at ul. Lipowa 4, 30-702 Kraków, Poland, a local government cultural institution entered in the register of cultural institutions kept by the Municipality of Kraków under No 31, Tax ID No (NIP): 675-142-70-73 (hereinafter referred to as: “MOCAM”), and
 - b) Oknoplast sp. z o.o. with its registered office in Ochmanów, Ochmanów 117, 32-003 Podłęże, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków - Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS number 0000141430, share capital of PLN 105,000, waste database No (BDO): 000029788, Tax ID No (NIP): 678-00-38-167 (hereinafter referred to as: “Oknoplast”), as MOCAM’s patron of the arts,
(hereinafter jointly referred to as: the “Organisers”).

The information clause implementing the information obligation of MOCAM and Oknoplast is attached as Appendix No. 1 to the Regulations.

- 2.2. The Contest prizes are sponsored by Oknoplast.

3. The Contest participants.

- 3.1. The Contest may be entered by a natural person of full legal capacity who resides in the European Union and is an artist, i.e. a student or graduate of an academy of fine arts or other arts college, or an artist who has not majored in arts but has documented experience in artistic activity (portfolio) (hereinafter referred to as: the “Participant”).
- 3.2. It is permitted that co-authors submitting a single entry in the Contest may be the Participant within the meaning of clause 3.1 of the Regulations, in which case each of the co-authors should meet the conditions specified in clause 3 of the Regulations.
- 3.3. The Organisers’ employees and their next of kin (spouses, ascendants, descendants and siblings) are excluded from participation in the Contest.

4. Terms and conditions of the Contest.

- 4.1. In order to participate in the Contest, Participants need to complete the Contest task specified in clause 5.1 of the Regulations (hereinafter referred to as: the “Contest Work”) and to fill-in and send the application form (including the statements specified in clause 4.2 of the Regulations) available on the Contest Website.
- 4.2. By filling-in and sending the application form, the Participant declares that:
 - a) he/she has read the Regulations and accepts their content;
 - b) he/she meets the eligibility criteria set out in clause 3 of the Regulations;
 - c) he/she accepts that if he/she is or becomes subject to sanctions imposed by the European Union or Poland (hereinafter referred to as: “Sanctions”) he/she cannot become a winner in the Contest;
 - d) in the case that the Participant becomes a winner in the Contest - the work referred to in clause 7.2 (a) of the Regulations or its elements, which have not been provided by Oknoplast, will not originate from any entity or country subject to Sanctions;
 - e) he/she holds full copyrights to the Contest Work and the Contest Work does not infringe any third-party rights, in particular copyright and personal rights. In the case of co-authors, the Participant declares that he/she is submitting the Contest Work on behalf of all of its co-authors and that all of the co-authors jointly hold full copyrights on the Contest Work and the Contest Work does not infringe any third-party rights, in particular copyright and personal rights;
 - f) in the case of co-authorship of the Contest Work, he/she has named all co-authors in the application form and has made the above declarations also on behalf of the other co-authors of the Contest Work on the basis of their authorisation.
- 4.3. The Participant may only submit one Contest Work authored by himself/herself or co-authored (if the Contest Work is being submitted by co-authors).
- 4.4. If the Contest Work features images of individuals, the application shall be accompanied by those individuals’ permission for the dissemination of their image. The model permission is attached as Appendix No. 2 to the Regulations.
- 4.5. Entries for the Contest Works shall be submitted in the format referred to in clause 5.2 of the Regulation, by 4.03.2024 together with its substantive description (i.e. description of what is presented in the Contest Work) and technical description (i.e. description of the materials needed to complete a work in accordance with the Contest Work), using the application form available on the Contest Website.
- 4.6. The Participant’s Contest Work shall be accompanied by a certificate confirming that he/she is a student or graduate of an academy of fine arts/other arts college, or a confirmation of the Participant’s artistic experience in the form of his/her artistic portfolio or a link to a website showcasing the Participant’s artistic works created to date.
- 4.7. The Contest Work should be anonymised, i.e. it must contain no signatures, watermarks, links to the author’s portfolio or similar markings that would allow the Jury to identify the author of the Contest Work.

5. The Contest Work.

- 5.1. The Contest Work is to create an artistic work project using any technique with a window as its base. The appearance of the window and its technical specifications in the CAD, PDF, PNG and EPS file format are attached as Appendix No. 3 to the Regulations and can be downloaded from the Contest Website.
- 5.2. The Contest Work, together with the documents specified in clause 4.6 of the Regulations, should be compressed to a ZIP archive containing files in .jpg, .pdf or .doc format with a size of up to 80 MB.
- 5.3. The Contest Works of the Participants, who have not become the Winners, will not be used by the Organisers except for storing them for the purpose of verifying complaints, investigating or defending against claims. The winning Contest Works will constitute the documentation of the exhibition referred to in clause 7.5 of the Regulations and will be stored in accordance with the archiving principles in force at MOCÁK and Oknoplast.
- 5.4. It is not allowed to submit the Contest Works which:
 - a) depict a window that has been damaged, has a broken pane and cannot be opened;
 - b) infringe third-party rights, in particular copyright or related rights, industrial property rights, personal rights;
 - c) contain content of an illegal or immoral nature, in particular content that is offensive, vulgar, pornographic, or that promotes violence, racial or religious hatred;
 - d) contain advertising messages;
 - e) were submitted for the first edition of the "Oknoplast for Art" contest.

6. Outcome of the Contest.

- 6.1. The Contest Works will be assessed by a jury composed of 5 members (hereinafter referred to as: "Jury") appointed by the Organisers.
- 6.2. The criteria for the selection of the winning Contest Works will be: uniqueness of the project, technique of execution and artistic value.
- 6.3. The Contest will be concluded with the selection of 3 (three) winners ranked 1st (first), 2nd (second) and 3rd (third) (hereinafter collectively referred to as the "Winners" and separately as the "Winner").
- 6.4. The Winners will be the Participants whose Contest Works have been ranked the highest by the Jury, taking into account the criteria set out in clause 6.2 of the Regulations.
- 6.5. The Contest results will be published on the Contest Website and on MOCÁK's Website in the form of a list of winning Contest Works and the Winners' names no later than on 13.05.2024. Each Winner will be additionally informed about the Contest results in a message sent by MOCÁK to the e-mail address provided by the Winner in the application form. Each Winner shall confirm the receipt of the message referred to in the preceding sentence by sending a reply to MOCÁK within the following 5 days.
- 6.6. Both the Jury and Oknoplast (individually as a co-organizer of the Contest) may award distinctions to the Contest Works in accordance with the criteria set forth in clause 6.2 of the Regulations. The first and last names of the Participants whose Contest Works have been distinguished in the Contest, the distinguished Contest Works together with information whether the distinction was awarded by the Jury or by Oknoplast will be published on the Contest Website and on MOCÁK's Website.

7. Prizes.

7.1. The Contest prizes are as follows:

- a) 1 (one) cash prize of EUR 7,000 (say: seven thousand euros) gross for the Winner who ranks 1st in the Contest; the prize will be equally split between the co-authors in the situation described in clause 3.2. of the Regulations;
- b) 1 (one) cash prize of EUR 3,000 (say: three thousand euros) gross for the Winner who ranks 2nd in the Contest; the prize will be equally split between the co-authors in the situation described in clause 3.2. of the Regulations;
- c) 1 (one) cash prize of EUR 2,000 (say: two thousand euros) gross for the Winner who ranks 3rd in the Contest; the prize will be equally split between the co-authors in the situation described in clause 3.2. of the Regulations.

Taxes due will be deducted from the prize amounts.

7.2. Each Winner becomes entitled to a prize as soon as the last of all of the following conditions is met:

- a) the Winner has completed a work in accordance with the winning Contest Work on the window provided by Oknoplast (hereinafter referred to as: the “Work”) to the address (within the European Union) specified by the Winner and sent the Work back to the address indicated by Oknoplast;
- b) the Winner has personally signed two copies of an agreement transferring ownership of the Work and the author’s economic rights and governing the author’s moral rights, in accordance with the model found in appendix No. 4, and sent them to the address indicated by Oknoplast, together with the following information required by Oknoplast for the purposes of payment and settlement of the prize amount in line with the applicable tax law: country of tax residence, address of residence, parents’ names, date and place of birth, personal ID number/PESEL (or passport number), identity card number, country of issue of the identity document, bank account number, tax identification number;

within 30 calendar days from the date of the Winner’s receipt of a window to be used for completing of the Work. The transport of the window required for completing of the Work and the shipment of the Work to Oknoplast’s address shall be handled at Oknoplast’s expense and according to Oknoplast’s instructions given to the Winners. The window production cost is covered by Oknoplast. The cost of completing of the Work is covered by Oknoplast, on the basis of a cost estimate sent to Oknoplast in advance; the cost estimate shall state the expected, reasonable cost of the tools and materials required to complete the Work, but its amount must not exceed EUR 1,200.00 (say: one thousand two hundred euros 00/100). The cost of completing of the Work that exceeds the amount specified in the preceding sentence shall be borne by the Winner. The Winners shall complete the Works in accordance with the winning Contest Works (projects).

7.3. The prize will be paid within 21 days of Oknoplast’s receipt of the Work (an original) or an agreement transferring ownership of the Work, the author’s economic rights and governing the author’s moral rights, as referred to in clause 7.2 (b) of the Regulations, bearing the Winner’s own signature - whichever occurs later.

- 7.4. In the case of a tax residence other than Poland, the Winner should – by the date of payment of the prize pursuant to clause 7.3 of the Regulations - provide Oknoplast with a tax residence certificate valid as of the date of payment of the prize. If the Winner fails to submit the appropriate certificate of residence, Oknoplast will charge tax in accordance with the relevant provisions at a rate of 20% of the prize value.
- 7.5. The Works will be on display in an exhibition held at *the Re Gallery* – one of MOCAK’s exhibition spaces – during the period of time announced by MOCAK on the Contest Website and on MOCAK’s Website (hereinafter referred to as: the “Exhibition”). The opening of the Exhibition will take place in June 2024, the exact date will be announced by MOCAK on the Contest Website and on MOCAK's Website.
- 7.6. Failure to timely met the conditions for the prize payment set out in clause 7.2 of the Regulation shall entitle the Jury to award the said prize to another Participant.

8. Complaint processing.

- 8.1. Complaints concerning the Contest may be submitted, in particular, in writing to the address of any of the Organisers, as specified in clause 2 of the Regulations, or by electronic mail sent to the following e-mail address: art@oknoplast.com
- 8.2. Complaints will be processed within 14 days of their receipt. A Participant will be notified of the manner of complaint processing within the time limit specified in the preceding sentence:
 - a) by e-mail, to the address from which the complaint was sent – if the complaint was sent by e-mail; or
 - b) by post, to the correspondence address indicated by the Participant in the complaint– if the complaint was sent in writing; or
 - c) in the manner in which the complaint was submitted or in a different manner indicated by the Participant in the complaint - if the complaint was submitted in a different manner than specified in clause 8.2 (a) or (b) of the Regulations.

9. Final provisions.

- 9.1. Participation in the Contest is free of charge and voluntary.
- 9.2. Participants are not entitled to any remuneration for their participation in the Contest.

Appendices:

1. Information on the principles of processing of Participants’ and Winners’ personal data
2. Model consent to the use of the image for the Contest Work
3. Technical specification (available for download from the Contest Website)
4. Model agreement transferring ownership of the Work, the author’s economic rights and governing the author’s moral rights

Information on the principles of processing of personal data of the Participants and the Winners of the 2nd edition of the “Oknoplast for Art” contest

Pursuant to Article 13(1) and 13(2) of Regulation (EU) 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 and free movement of personal data, hereinafter referred to as the “GDPR”, please be informed that:

Data Controller

Your personal data is processed jointly by the Organisers of the Contest, i.e. the MOCÁK Museum of Contemporary Art in Krakow with its registered office at ul. Lipowa 4, 30-702 Kraków (hereinafter referred to as: “MOCÁK”) and Oknoplast with its registered office in Ochmanów 117, 32-003 Podłęże (hereinafter referred to as: “Oknoplast”), within the framework of purposes jointly pursued by them as joint controllers within the meaning of Article 26 of the GDPR.

Contact point, Data Protection Officer

The joint controllers have agreed that MOCÁK shall be the contact point. In any matter related to the processing of your personal data, you can contact MOCÁK's designated Data Protection Officer at the following e-mail address: iod@mocak.pl.

Arrangements between the data controllers

The joint controllers have mutually agreed on their respective responsibilities to fulfill their obligations under the GDPR, by assigning them to the processes identified for the Contest, as follows:

- 1) **Recruitment of Participants:** recruitment will be carried out by MOCÁK through the receipt of Participants' applications submitted using the form made available on the Contest Website. At this stage, Oknoplast will fulfil the information obligation on behalf of the joint controllers. The applications will be recorded and stored by Oknoplast.
- 2) **Evaluation of the submitted Contest Entries by the appointed Jury:**
 - a) MOCÁK and Oknoplast will forward the submitted anonymised Contest Works to the Jury members. The Jury will be provided with personal data of the Participants selected to receive distinctions or prizes, as well as access to their portfolio, in order to confirm that they meet the conditions of participation in the Contest;
 - b) The Jury will communicate its verdict to Oknoplast and MOCÁK;
 - c) MOCÁK will be contacting the Participants in connection with the Contest;

- d) MOCÁK will inform the Winners of the Contest (the grand prize winner and the distinguished winners) about the results, using the contact details provided by the Participants.
- 3) **Contact with the Winners and signing of the agreement:** Oknoplast will carry out activities aimed at collecting the necessary documentation from the Winners (e.g. statements related to the tax settlement of the prizes, tax residence certificates) and at concluding an agreement on the transfer of copyright to Oknoplast. Oknoplast shall be responsible for the transport of windows in connection with the project implementation.
 - 4) **Storage of documentation and Contest Entries:** MOCÁK and Oknoplast shall keep the Contest-related documentation and Contest Works for the legal claims limitation period, e.g. in connection with potential complaints.
 - 5) **Accounting support for the Contest:** Oknoplast shall be responsible for sponsoring and settlement of the prizes.
 - 6) **Archiving of accounting and contractual documentation:** Oknoplast shall archive the accounting documentation and documents related to the agreement on the transfer of rights, acting as an independent administrator in this respect. MOCÁK, as an independent administrator, shall archive the award-winning works, thereby fulfilling the obligation to document the museum's activities.

Purpose, basis and scope of personal data processing

The Organisers shall process a Participant's personal data including his/her name, surname and contact details (such as e-mail address and personal details contained in the biographical note and related to the portfolio) to be able to verify whether the Participant has artistic achievements or education in arts - on the basis of a legitimate interest of the Organisers (Article 6(1)(f) of the GDPR). The Organisers shall process the above-mentioned Participant's data in order to allow his/her participation in the Contest, as well as to conduct the Contest and decide on its outcome and to announce the results by publishing the names of the Winners and distinguished Participants and information about the award-winning projects. The data shall be also processed for the purpose of defence or exercise of possible claims to which the Organisers are entitled, e.g. in the event of receiving any complaints or claims (Article 6(1)(f) of the GDPR).

In the case of Contest Winners, the scope of collected data will be extended to include the Winners' data required for transportation of a window to be used as a foundation for the completion of the Work, the conclusion of agreements on the transfer of copyright, the preparation and execution of exhibitions and in connection with the grant and settlement of the prizes. The above data shall be processed on the basis of:

- a. the necessity to conclude an agreement on the transfer of copyright (Article 6(1)(b) of the GDPR);
- b. in connection with the obligation to document MOCÁK's activities (Article 6(1)(c) and (e) of the GDPR), in accordance with the requirements under the Act of 14 July 1983 on national archive resources and archives,

- c. for the purpose of compliance with legal obligations related to the grant of the prizes, i.e. tax obligations (Article 6(1)(c) of the GDPR);
- d. for the purpose of defence or exercise of possible claims to which the Organisers are entitled, e.g. in the event of receiving any complaints or claims (Article 6(1)(f) of the GDPR).

Data recipients

Your personal data may be received by:

- A. providers and maintainers of software used by the joint controllers to process personal data;
- B. entities collecting documentation in order to destroy it after the end of the retention period;
- C. entities providing the joint controllers with the services necessary to ensure contact with you (e.g. courier companies used to exchange correspondence or deliver windows);
- D. entities providing the joint controllers with advisory and auditing services (e.g. auditing companies, certification companies), as well as legal, debt collection and tax services;
- E. paying agents, such as banks, in connection with the payment of prizes;

Transfer of personal data outside the European Economic Area

Non-winners' personal data will not be transferred outside the European Economic Area (EEA).

Data used to identify the authorship of the Winners, e.g. name and surname, may be shared for the purpose of organising exhibitions outside the EEA or on social media (e.g. Facebook, Instagram, Twitter). The Winner voluntarily indicates the manner of identifying the authorship to which he/she consents. The Winner shall have the right to change the manner of identifying the authorship after notifying the Organiser. You can at any time receive information about the safeguards applied to the transfer of your data outside the European Economic Area, by submitting a request by e-mail to privacy@oknoplast.com.pl

Data processing period

Participants' personal data will be retained until the Winners are awarded, and then for a period of 3 years from the closing date of the Contest – for the exclusive purpose of exercise or defence of claims. The data retention period may be extended if legal claims are exercised or defended.

Moreover, the Winners' data will be processed in connection with the requirements derived from the obligation to document accounting operations for a period of five years from the end of the accounting year after the prize has been paid to the Winner. Personal data related to the agreement on the transfer of copyright and in connection with the identification of authorship

shall be processed for the duration of these copyrights.

Exercise of data subjects' rights

You have the right:

- to rectification (correction) of data;
- to erasure of data that is being unjustifiably processed;
- to restriction of data processing (suspension of operations on data, including non-erasure, as requested);
- of access to data (including the right to request a copy of data);
- to data portability, i.e. to have your data transferred to another controller (to the extent and with the exceptions specified in Article 20 of the GDPR);
- in addition, with regard to the processing of personal data on the basis of a legitimate interest of the Controller, you have the right to object to such processing by invoking your specific situation.

In order to exercise the above-mentioned rights, please send a request to the following e-mail address: iod@mocak.pl, or in writing to the address of the registered office of MOCAK, or submit a request in person at the registered office of MOCAK. MOCAK shall notify Oknoplast and the joint controllers will decide together on the processing of your request.

Before processing your request, MOCAK may require confirmation of your identity in a manner suitable for each individual request.

If you consider that the processing of your personal data by MOCAK violates the provisions of the GDPR, you have the right to lodge a complaint with the data protection authority in your country of residence. In Poland, it is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw.

Information on the necessity to provide data

The provision of data designated by the Organisers as required is necessary for participation in the Contest. In the case of Winners, the provision of data is required for the conclusion of the agreement and for the settlement of the prize in accordance with tax regulations. Refusal to provide the required data will render you unable to participate in the Contest organised by MOCAK and Oknoplast or to collect a prize. The provision of data related to the identification of authorship or data that is not marked as the “required data” is voluntary.

Automated decision-making

The joint controllers will not apply automated decision-making, including profiling, to you and your data.

Appendix No. 2

Name and surname

Address of residence

date _____

CONSENT TO THE USE OF THE IMAGE

I, the undersigned, consent to the following activities and give my free of charge permission for their performance by **Oknoplast sp. z o.o.** with its registered office in Ochmanów (hereinafter referred to as: “Oknoplast”) and any entities acting on its behalf or in cooperation therewith (e.g. museums and art galleries, including the MOCAK Museum of Contemporary Art in Krakow, entities belonging to the same group, marketing agencies):

1) use of my image (hereinafter referred to as: the “Image”) incorporated in the contest work (hereinafter referred to as: the “contest work”), submitted for the 2nd edition of the “Oknoplast for Art” contest (hereinafter referred to as: the “Contest”), by _____, for the purpose of submitting the contest work to the Contest, its evaluation and announcement of the results;

2) if the contest work wins a prize in the Contest – fixation, reproduction and dissemination of the Image (in its entirety or in parts) in connection with its incorporation in the work completed on the window provided by Oknoplast, according to point 7.2 (b) of the Regulations of the Contest, for purposes related to Oknoplast’s advertising, commercial, recruitment and information activities, in digital and printed form, including in particular through the use of the Image:

- in Oknoplast’s materials addressed to employees and associates, job candidates (e.g. presentations and internal videos);
- on social media, i.e. LinkedIn, Facebook, Twitter, Instagram, Pinterest, YouTube, Tiktok, blogs and websites, including those operated by Oknoplast or Oknoplast’s business partners and associates;
- for advertising purposes, e.g. on billboards, leaflets, citylights, TV and the Internet,
- in promotional materials and public relations messages,

- displaying as part of Oknoplast's collection at exhibitions and events, e.g. trade fairs.

I also agree that the Image may be modified, accompanied by additional photographs, graphic elements and/or captions; that the Image may be used with changed colours and in other display techniques, digitally processed, used in collages, collections of materials, etc. – at Oknoplast's sole discretion – and that such modified Image may be distributed in whole or in part.

The consent to the use of the Image is not limited in time or territory and is valid in the territory of Poland and any other countries.

Oknoplast may permit any third party (e.g. WnD sp. z o.o. and Oknoplast's affiliates) to use the Image without the need to obtain additional consent.

The Image shall be used with due diligence and with respect for moral rights and generally accepted social norms.

The consent is granted free of charge.

I undertake to Oknoplast that within a period of 3 years I will not revoke the above consent to use the Image, nor will I perform any factual or legal acts that may prevent or hinder the use of the Image by Oknoplast.

signature

Information on the principles of processing of personal data

- 1) Your personal data is controlled by Oknoplast Spółka z ograniczoną odpowiedzialnością (hereinafter referred to as: "Oknoplast Sp. z o.o." or "Controller") with its registered office in Ochmanów, Ochmanów 117, 32-003 Podłęże.
- 2) The Controller may be contacted at biuro@oknoplast.com.pl or in writing to the Controller's registered office address. In matters relating to personal data protection, please contact us at: privacy@oknoplast.com.pl.
- 3) Your personal data will be processed:
 - a) in order to use the Image – the legal basis is the legitimate interest of the Controller (Article 6(1)(f) of the General Data Protection Regulation 2016/679 – hereinafter referred to as the "GDPR") consisting in the evaluation of the Contest Work that has been submitted for the Contest and, in the case of the winning Contest work - the use of the Image in connection with your consent;
 - b) for the purpose of possible establishment, exercise or defence of claims – where the legal basis for processing is the legitimate interest of Oknoplast Sp. z o.o. (Article 6(1)(f) of the GDPR). The legitimate interest consists in allowing Oknoplast Sp. z o.o. to exercise or defend claims.

- 4) Your personal data will be transferred to entities providing Oknoplast Sp. z o.o. with services that are necessary for the performance of the consent to the use of image. The Image will be used only in connection with the dissemination of the Consent Work or the work on which it has been fixed.
- 5) Your personal data will be processed for the duration of your consent to use the Image. If the processing of personal data is necessary for the exercise or defence of possible claims by Oknoplast Sp. z o.o., the processing period may from time to time be extended by the limitation period for claims.
- 6) Personal data will not be transferred outside the European Economic Area, unless this is necessary for the organisation of exhibitions or dissemination of the work on which the Image has been fixed. In order to obtain information about the safeguards used by the Controller in such a case, please contact Oknoplast at privacy@oknoplast.com.pl
- 7) You have: the right of access to your data, the right to request rectification and erasure of your data and to restriction of its processing, the right to data portability and the right to object to data processing on grounds of your legitimate interest.
- 8) You also have the right to lodge a complaint with a supervisory authority responsible for personal data protection in your country of residence, if you believe that the processing of your data is contrary to the provisions of the GDPR. In Poland, it is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw.
- 9) The provision of data is required by Oknoplast as a prerequisite for consent to the use of the image. Refusal to provide data would mean that you do not consent to the use of your Image and that the project containing the Image will not be admitted to the Contest.

Agreement on the transfer of the author's economic rights

concluded on _____ by and between:

OKNOPLAST Sp. z o.o. with its registered office in Ochmanów, Ochmanów 117, 32-003 Podłęże, entered in the register of entrepreneurs kept by the District Court for Krakow - Śródmieście in Krakow, 12th Commercial Division of the National Court Register under the KRS number 0000141430, share capital PLN 105,000, waste database No (BDO): 000029788, Tax ID No (NIP): 678-00-38-167,

hereinafter referred to as **Oknoplast**,

and

Mr/Ms _____, residing at _____, Personal ID No. (PESEL): _____, hereinafter referred to as the **Winner**

§ 1

1. The Winner is the participant in the 2nd edition of the contest titled "Oknoplast for Art" organised by Oknoplast and the MOC AK Museum of Contemporary Art in Krakow ("Contest"), whose contest work submitted for the Contest (the "contest work") has won a prize provided for in the Contest regulations (the "Prize").
2. The Winner completed the work in accordance with the contest work on a window provided by Oknoplast (the "work").
3. Pursuant to the Contest Regulations, in order to receive the prize, the Winner is required to conclude with Oknoplast an agreement transferring ownership of the work and the author's economic rights to Oknoplast and governing the author's moral rights.
4. The Winner delivered the work to Oknoplast, to the locations specified by Oknoplast, within the time limit and in the manner specified in the Contest Regulations.

§ 2

Oknoplast declares that it accepts the work and has no objections to its execution.

§ 3

1. Upon payment of the prize, the Winner transfers to Oknoplast full author's economic rights to the work in the following fields of exploitation:
 - a) within the scope of fixation and reproduction of the work – production of copies of the work in any number and using any technique, including the printing, reprographic, magnetic storage and digital technique,
 - b) within the scope of trade in the original work or the copies on which the work was fixed – distribution, gratuitous lending or rental of the original or copies,
 - c) within the scope of dissemination of the work in a manner other than as specified in item (b) – public performance, exhibition, presentation, communication, broadcasting and re-broadcasting, as well as making the work available to the public in a manner allowing every person to have access to such work in a place and at a time of their own choice (Internet, in particular social media, websites, ICT networks, presentations, etc.).
2. In particular, but not exclusively, the right to use the work includes its dissemination for marketing purposes on leaflets, billboards, promotional spots, blogs, commercial presentations, as part of public relations activities, on traditional and electronic media, e.g. PR releases, promotional materials for the press, etc., on social media - e.g. Facebook, Instagram, Youtube, Pinterest, LinkedIn, Twitter, advertisements on TV and the Internet, as well as displaying the work at exhibitions or events, e.g. trade fairs, as part of Oknoplast's collection.
3. Together with the acquisition of the author's economic rights, Oknoplast shall also acquire the exclusive right to exercise and permit the exercise of derivative rights to the work in the fields of exploitation referred to in paragraph 1.
4. Oknoplast shall be entitled to use the work in whole or in parts and to combine it with other works or non-creative elements for the purpose of their joint dissemination, as well as to use the work for marketing purposes.
5. The copyright shall be transferred without territorial limitations and for the entire duration of the author's economic rights to the work.
6. Upon the transfer of copyright, Oknoplast shall also acquire ownership of the copy on which the work was fixed (original work).
7. The Winner undertakes not to exercise his/her moral rights to the work against Oknoplast and entities authorised by it, in particular the right to identify authorship of the work, the right to integrity and fair use of the work, the right to decide on its first publication and the right to supervise the manner of use of the work. The Winner permits Oknoplast to exercise the moral rights referred to in this paragraph, in particular, the Winner agrees to Oknoplast's deciding on how to identify authorship of the work depending on its expected use. The

Winner agrees not to have the authorship of the work identified as part of its dissemination for marketing purposes in the form of advertising spots, billboards, leaflets, citylights and similar graphic forms of mass communication, including paid advertising on social media. The authorship shall be identified at exhibitions and in posts on social media. The Winner may request that Oknoplast not put his/her name on the work.

8. * The Winner represents that he/she is **the author** of the work and guarantees that, at the time of handing over the work to Oknoplast, he/she holds all of the author's economic rights to the work and all of its components which have not been provided by Oknoplast, including the right to exercise and permit the exercise of derivative rights, and that these rights will be free from any legal defects and rights or claims of third parties.

** The Winner represents that he/she is **the co-author** of the work together with

(full names of the co-authors).

The Winner guarantees that, at the time of handing over the work to Oknoplast, the Winner, together with the aforementioned co-authors, holds all of the author's economic rights to the work and all of its components which have not been provided by Oknoplast, including the right to exercise and permit the exercise of derivative rights, and that these rights will be free from any legal defects and rights or claims of third parties.

9. In the event of a breach of the guarantees indicated in paragraph 8, a breach of any third-party rights (in particular intellectual property rights or rights to one's image), or if the Winner commits an act of unfair competition towards third parties in the performance of the work, the Winner shall cover all costs incurred by Oknoplast and repair any resulting damage incurred by Oknoplast.

§ 4

1. In accordance with the Contest Regulations, the Winner shall be entitled to the Prize in the amount specified therein, i.e. EUR _____ gross. The Prize also includes the Winner's remuneration for the creation of the work and the transfer of copyright to Oknoplast in all fields of exploitation indicated in § 3.
2. The Prize will be paid by bank transfer to the bank account provided by the Winner within 21 days from the date of Oknoplast's receipt of the work (an original) or this agreement signed by the Winner, in accordance with clause 7.2 (b) of the Contest Regulations - whichever occurs later. Taxes due will be deducted from the prize amounts. The Winner shall provide the necessary information required under the Contest Regulations for the payment and settlement of the prize.
3. In the case of a tax residence other than Poland, the Winner shall provide – by the date of payment of the prize in accordance with § 4.2 of the agreement – a tax residence certificate valid as of the date of payment of the prize. If the Winner fails to submit the appropriate

certificate of residence, Oknoplast will charge tax in accordance with the relevant provisions at a rate of 20% of the prize value.

4. The prize referred to in paragraph 1 shall exhaust all of the Winner's claims for the creation and delivery of the work, for transfer of the author's economic rights and the non-exercise of the author's moral rights, as well as the transfer to Oknoplast of ownership of the copies on which the work was fixed.

§ 5

1. Any amendments to the agreement shall be made in writing under pain of nullity.
2. The Agreement is made in two identical copies, one for each of the Parties.
3. Information on the processing of personal data is available in the Contest Regulations.

Oknoplast

The Winner