

# TERMS AND CONDITIONS OF RESPONSIBLE FASHION AWARDS COMPETITION FOR ECO COLLECTION DESIGN

## § 1.

### ORGANIZER OF COMPETITION

1. The Organizer of RESPONSIBLE FASHION AWARDS Competition for eco collection design, further referred to as: the 'Competition', is '**Em Pe Studio Design' Sp. z o.o., a company located in Warsaw**, at ul. Okólnik 11A lok. 2, 00-368 Warsaw, entered into the commercial register of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw under KRS no. 0000173069, with share capital of PLN 50,000.00 (PLN 23,500.00 paid in cash, PLN 26,500.00 paid in kind), NIP 5213251384, further referred to as the '**Organizer**'.
2. The Organizer is a body managing the post-secondary, non-public International School of Costume and Clothing Design located in Warsaw at ul. Okólnik 11A lok. 2, 00-368 Warsaw, further referred to as '**MSKPU**'.
3. The Organizer is entitled to the copyrights of the word and word-graphic mark of: RESPONSIBLE FASHION AWARDS.
4. The Competition's knowledge contribution partner is LPP S.A. located in Gdańsk at ul. Łąkowa 39/44, 80-769 Gdańsk, entered into the commercial register of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk under KRS no. 0000000778, with share capital of PLN 3,704,846.00, NIP 5831014898, further referred to as the '**Partner**'.

## § 2.

### AIM OF COMPETITION

1. The aim of the competition is to select from amongst the Competition Entries submitted by the Competition's participants, one most interesting eco collection each in professional and enthusiast categories, to educate on the subject of CSR in fashion, as well as to promote individuals designing clothes in the spirit of ecology and ethics.
2. The Competition is open to natural persons, those with experience and artistic educational background as well as enthusiasts who are not professionally associated with the fashion industry and clothing design.
3. The competition is not open to employees of the Competition's Partner – LPP or the employees of the Competition's Organizer – MSKPU.
4. Participation in the Competition is voluntary and expresses the participant's full consent to the terms specified in the Terms and Conditions and the participant's obligation to comply with them.
5. The Competition is not a gambling game within the meaning of the Act of November 19 2009 on gambling games (Journal of Laws of 2008, item 165).

## § 3.

### CONDITIONS OF COMPETITION AND DEADLINES FOR SUBMISSION OF COMPETITION ENTRIES

1. The Competition is open to participants of age with full legal capacity.
2. The conditions of participation are:

- a) submission of Competition Entries, in accordance with the deadline and technological requirements specified in these Terms and Conditions,
  - b) submission of, along with the Competition Entries, correctly filled out and signed application form, which constitutes attachment no. 1 to these Terms and Conditions.
3. By joining the Competition, the participant declares that the author's economic rights including the copyrights dependent on the Competition Entry are his or her exclusive rights, they are not burdened by any third party rights of claims, and they are not subject to court or enforcement proceedings.
4. The participants are not entitled to any remuneration for their participation in the Competition or reimbursement of costs related to their participation in the Competition.
5. The subject of the Competition is the preparation of a competition Entry by:
  - a) **each participant of the Competition** – in the form of 6-10 designs of full male or female profiles, in accordance with § 3, item 13 of the Terms and Conditions,
  - b) **each of the 10 semi-finalists** – in the form of implemented (created) by each of them 1 clothing model of a whole male or female profile, in accordance with § 3, item 20 of the Terms and Conditions and its presentation during the Competition's semi-final, as well as a conversation with the Jury on the designs of the clothing described in the Terms and Conditions,
  - c) **each of the 2 winners, i.e. authors of the winning collections in the professional and enthusiast categories** – in the form of 6 implemented (created) clothing models of whole male or female profiles in each category, in accordance with § 3, item 21 of the Terms and Conditions and their submission to the location of MSKPU.
6. **The Competition lasts between June 1<sup>st</sup> 2019 and November 14<sup>th</sup> 2019**, however, the deadline for submission of competition Entries, specified in § 3, item 5 a) of the Terms and Conditions is **September 18<sup>th</sup> 2019**.
7. On **September 30<sup>th</sup> 2019**, the Jury will select 10 semi-finalists – 5 semi-finalists in the professional category and 5 semi-finalists in the enthusiast category, who will each have the opportunity to present during the Competition's semi-final 1 implemented (created) model of a whole male or female profile.
8. On **November 14<sup>th</sup> 2019**, at the location of MSKPU or another place indicated by the Organizer, the Competition's semi-finals will take place, during which each of the 10 semi-finalists will have the opportunity to present 1 implemented (created) model of whole male or female profile and will participate in the conversation with the Jury on the clothing designs described in § 3, item 5 a) of the Terms and Conditions. The Organizer will inform the 10 semi-finalists via e-mail or telephone about the date and time of the Competition's semi-finals until **October 31<sup>st</sup> 2019**.
9. On **November 14<sup>th</sup> 2019**, the Jury will announce 2 winners of the Competition – 1 in each of the categories: professional and enthusiast, who will have the opportunity to present 6 implemented (created) clothing designs of whole male or female profiles during the MSKPU Graduation Show 2020.
10. Each of the Competition's participants, under the rules specified in the Terms and Conditions, may submit 6-10 clothing designs of whole male or female profiles and implement (create) 6 clothing models of whole male or female profiles in case of winning the Competition.
11. The Competition Entries must be created independently by the Competition's participants and must be free of legal defects, especially they must not breach third party rights.
12. The Competition Entries must not be collective works.
13. The Competition Entries should:
  - a) be designed and created on the basis of processing ecological fabrics which can be viewed at the location of the Competition's Organizer – MSKPU (address: ul. Okólnik 11A, lok 2, 00-368 Warsaw), as well as the location of the Competition's Partner – LPP (address: ul. Łąkowa 39/44, 80-769 Gdańsk) or are available to the Competition's participants in the form of an electronic catalogue, available on the Organizer's website – [www.mskpu.pl](http://www.mskpu.pl),

- b) be submitted as signed with full name, A4 printouts of designs and in electronic form (e.g. on CD or pen drive),
  - c) include signed with the author's full name, hand fashion illustrations or a 2D visualization, prepared on the computer,
  - d) include a description of production technology.
14. Information about the Competition's Organizer is available on the Organizer's website: [www.mskpu.pl](http://www.mskpu.pl)
15. Detailed information about the Competition is available at the MSKPU office open Monday – Wednesday 10:00-14:00 and Thursday 15:00-19:00.

**MSKPU International School of Costume and Clothing Design**

**ul. Okólnik 11A lok. 2**

**00-368 Warsaw**

Tel./fax: + 48 22 299 66 47

[info@mskpu.com.pl](mailto:info@mskpu.com.pl)

16. Competition Entries, described in § 3, item 5 a) of the Terms and Conditions, along with the filled out application form constituting attachment no. 1 to these Terms and Conditions, should be sent via post to the MSKPU's location address or submitted in person to the MSKPU's office (address: MSKPU International School of Costume and Clothing Design, ul. Okólnik 11A lok. 2, 00-368 Warsaw).
17. The Competition will include the Competition Entries described in § 3, item 5 a) of the Terms and Conditions, submitted to MSKPU no later than on **September 18<sup>th</sup> 2019**. The Competition Entries submitted to MSKPU on September 19<sup>th</sup> 2019 and afterwards will not participate in the Competition. In case of personal submission of a Competition Entry – the date of the Entry's submission to the location of MSKPU will be binding, and in case of sending the Entry via post – the date of the Entry's submission to the location of MSKPU by post will be binding.
18. The Competition Entries which fail to fulfil the formal or technical requirements stipulated in the Terms and Conditions as well as those submitted or sent contrary to the rules specified in the Terms and Conditions will not participate in the Competition.
19. The final deadline for the announcement of the Competition's results is **November 14<sup>th</sup> 2019**.
20. All semi-finalists will receive fabrics from the Partner for the implementation (creation) of 1 model of a whole male or female profile which will be presented during the Competition's semi-finals.
21. Semi-finalists who will be selected on September 30<sup>th</sup> 2019 will be obliged to, within 4 days, provide the Organizer electronically to the address: [info@mskpu.com.pl](mailto:info@mskpu.com.pl) with the names of the selected fabrics from the eco fabrics catalogue and the amounts of selected fabrics required to create 1 design.
22. The Competition's winners in the professional category and in the enthusiast category will receive from the Partner the fabrics for the implementation (creation) of 6 clothing models of whole male or female profiles which will be subsequently presented on professional models during the MSKPU Graduation Show 2020, providing they are made from the fabrics indicated in the Terms and Conditions and are delivered to the Organizer's location until **March 10<sup>th</sup> 2020**.
23. By joining the Competition, the participant consents to and agrees to:
- a) implement (create) 1 clothing model of a whole male or female profile in case of qualifying to the Competition's semi-finals, and presenting the model in the Competition's semi-finals on **November 14<sup>th</sup> 2019**,
  - b) implement (create) 6 clothing models of whole male or female profiles in case of winning the Competition, and submit the created models to the location of MSKPU until **March 10<sup>th</sup> 2020** – the models will be implemented (created) from the eco fabrics provided by the Competition's Partner.

24. The Organizer makes a reservation that the materials provided by the Partner for the implementation (creation) of the models described in § 3, items 20, 21 and 22 of the Terms and Conditions may differ in relation to the samples described in § 3, item 13 a) of the Terms and Conditions which may be associated with the fabrics' limited availability.
25. All costs, apart from the cost of the fabrics supplied by the Partner, described in § 3, items 20, 21 and 22 of the Terms and Conditions, associated with the participation in the Competition, including the costs associated with sewing the clothing will be covered by the Competition's participants.
26. In case of the participant undertaking actions contrary to the Terms and Conditions, actions aimed at winning the Competition contrary to the common provisions of law or good practice, and also in case of:
  - a) failure to implement (create) within the deadline or implementation (creation) contrary to the technical requirements of this Competition of 1 clothing model of a whole male or female profile by the Competition's semi-finalists,
  - b) failure to implement (create) within the deadline or implementation (creation) contrary to the technical requirements of this Competition of 6 clothing models of whole male or female profiles by the Competition's winners- the Organizer reserves the right to verify and exclude the participant from the Competition. In case of the participant's exclusion from the Competition, the participant will be obliged to return the received fabrics as well as to return the obtained award. The return of the received fabrics does not exclude the Organizer's right to pursue compensation from the participant on the basis of applicable law.

#### § 4.

##### THE JURY AND ASSESSMENT CRITERIA

1. Semi-finalists and winners of the Competition will be selected by open ballot by the Jury including:
  - a) **Magdalena Płonka** – CSR lecturer, Director of MSKPU, President of the Management Board of 'Em Pe Studio Design' Sp. z o.o. located in Warsaw,
  - b) **Anna Miazga** – expert and CSR manager of LPP S.A. located in Gdańsk,
  - c) and between 2 and 5 other Jury members.
2. The main assessment criteria for the Competition's Entries will be:
  - a) artistic potential (0 to 5 points),
  - b) ethical and ecological qualities (0 to 5 points),
  - c) appropriate utilization of characteristics of the fabrics on the basis of which the eco collection designs will be prepared (0 to 5 points),
  - d) conversation with the Jury about the designs of the clothing described in § 3, item 5 a) of the Terms and Conditions (0 to 5 points).
3. The Jury will award points according to their own assessment. The Jury's decision is final and legally binding for all participants, which does not exclude the possibility of pursuing claims in court proceedings.
4. After adding up all the points, the Competition Entries will be organized from the highest to the lowest number of awarded points. 10 participants whose Entries receive the highest number of points will become the semi-finalists. The subsequent places will be granted to participants whose Competition Entries subsequently receive the highest number of points in descending order. In case where more than one participant of the Competition receives the same number of points, the final decision concerning the organization of Competition Entries will be made by Magdalena Płonka.
5. The Jury, at the first stage of the Competition, will select Competition Entries of 10 semi-finalists – 5 semi-finalists in the professional category and 5 semi-finalists in the enthusiast category. The semi-finalists will be informed about the Jury's decision by the Organizer via e-mail or telephone, and also

in accordance with § 6 of the Terms and Conditions. Then, from amongst the 10 semi-finalists, in accordance with the rules specified in § 4, items 2, 3 and 4 of the Terms and Conditions, 2 winners of the Competition will be selected – one in the professional and one in the enthusiast categories.

## § 5.

### AWARDS

1. The Jury will grant awards in two categories: in the professional category and in the enthusiast category.
2. A professional is defined as a person with specialized education in art and professional experience as a designer, clothes constructor or in related positions of minimum 3 years. The Competition's Organizer reserves the possibility of requesting a proof of professional experience from the participant.
3. The Competition's winners in the professional and enthusiast categories will receive the **main cash award in the amount of PLN 5,000 gross for each of the winners**. The cash award is provided by the Organizer and will be transferred to the bank account indicated by the participant within 14 days from providing the bank account no. by the participant. The cash award is subject to 10% income tax of each award's gross value which will be paid by the Organizer on behalf of the Competition's winners. Then the Organizer will pay to the Competition's winners the amount decreased by this tax.
4. The Competition's winners in the professional and enthusiast categories will receive from the Organizer **video and photo footage from the presentation of their collection at the MSKPU Graduation Show 2020**.
5. The Competition's winners in the professional and enthusiast categories will receive **educational scholarship for two semesters at MSKPU in the academic year 2020/2021** valued at PLN 7080 gross for each scholarship. The award is provided by the Organizer and will be transferred within 14 days from selecting the Competition's winners. The release of the award described in this paragraph is subject to the payment by the Competition's winners of the income tax due.
6. Additional prizes: all semi-finalists will receive a scholarship for their **participation in a week-long course on CSR in fashion, organized by MSKPU in November 2019**. The award is provided by the Organizer.
7. The Organizer, MSKPU and the Partner will bear no extra costs related to the receipt of any of the awards, especially the costs related to travelling to and accommodation in Warsaw.
8. Non-cash awards cannot be exchanged for a cash or tangible equivalent. The Competition's semi-finalists and winners do not have the right to cede the award to another person.
9. The semi-finalists and the Competition's winners have the right to give up their awards. In such a situation, the award becomes the property of the Organizer.

## § 6.

### ANNOUNCEMENT OF RESULTS

1. Announcement of the Competition's results, i.e. information about 10 semi-finalists of the Competition and 2 winners of the Competition – one in the professional and one in the enthusiast categories, as well as about their Competition Entries, will be provided:
  - a) on the Organizer's website – [www.mskpu.pl](http://www.mskpu.pl) (in Polish and English),
  - b) on the Organizer's Facebook page,
  - c) on the Organizer's Instagram profile,
  - d) on [www.youtube.com](http://www.youtube.com),

- e) during the MSKPU Graduation Show 2020,
  - f) on the Partner's Facebook page.
2. By entering the Competition, the participant consents to publishing the information indicated in § 6, item 1 of the Terms and Conditions.
  3. The Competition's Organizer reserves the right to publicly announce information about semi-finalists and winners of the Competition, to which the participant consents by entering the Competition.

## § 7.

### LICENCE

1. The Competition participants' Entries, including clothes models of whole male or female profiles implemented (created) by semi-finalists and winners of the Competition, further referred to as the 'Competition Entry', may be used free of charge by the Organizer for, among others, information purposes and in promotion and advertising of the Competition's subsequent editions. At the time of receipt of a Competition Entry by the Competition's Organizer, the Competition's participant grants the Organizer a licence to use the competition Entry. If granting a licence proves impossible at the time described above, it will take place no later than at the time when the Competition's results are announced at the semi-final and final stages of the Competition respectively, on the basis of the following conditions:
  - 1) The Organizer acquires the right to use the Competition Entry, in all fields of use, especially in the following fields of use:
    - a) within the scope of recording and copying the Competition Entry – producing the Entry's copies using specific technology, including the printing and reprographic technology, magnetic recording and digital technology;
    - b) within the scope of disseminating the Competition Entry – public performance, exhibition, display, replay, broadcast and rebroadcast as well as public sharing of the Competition Entry in the way which makes it accessible by anybody at the place and time of their choice.
  - 2) The participant declares that the author's economic rights including the copyrights dependent on the competition Entry are his or her exclusive rights, they are not burdened by any third party rights or claims and they are not subject to court or enforcement proceedings.
2. The Organizer, at the time of receipt of the Competition Entry acquires full and unlimited, with regards to territory, right to use the Competition Entry, in any way and at any time, regardless of the purpose of use in all fields of use, especially in the fields of use specified in § 7, item 1.1 of the Terms and Conditions.
3. The rights described in this paragraph may be executed by the Organizer with the use of all existing and possible future media and technologies, without any limitations in this regard.
4. The licence to use the Competition Entry by the Organizer is granted free of charge, which means that the Competition's participants are not entitled to receive remuneration for granting it.
5. The Competition's participant grants to the Organizer a non-exclusive licence for the Entries described in § 7, item 1 of the Terms and Conditions for a period of 5 years starting from the time of receipt of the Competition Entry, without the possibility of earlier termination. After that period, it is assumed that the licence is granted for an indefinite period of time with the possibility of a termination notice provided in writing under the pain of being declared null and void, with the 5-year notice period effective at the end of the year in which the declaration of intent to terminate the licence is submitted.

## § 8.

### PROCESSING PERSONAL DATA

1. The participants' personal data are subject to legal protection and are processed in accordance with the provisions 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 of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ('GDPR') and in accordance with other valid legal provisions.
2. The controller of Competition's participants' personal data is the Organizer - 'Em Pe Studio Design' Sp. z o.o., a company located in Warsaw, at ul. Okólnik 11A lok. 2, 00-368 Warsaw, entered into the commercial register of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw under KRS no. 0000173069, with share capital of PLN 50,000.00 (PLN 23,500.00 paid in cash, PLN 26,500.00 paid in kind), NIP 5213251384.
3. The Organizer may be contacted via post, using the following address: ul. Okólnik 11A lok. 2, 00-368 Warsaw, via e-mail: info@mskpu.com.pl, or telephone: + 48 22 299 66 47.
4. By entering the Competition, the participant acknowledges that his or her personal data will be processed under the conditions specified in the Terms and Conditions, and in case of the participant's qualification for the semi-finals or winning the Competition, will be published on the Organizer's website – www.mskpu.pl (in Polish and English), on the Organizer's Facebook page, on the Organizer's Instagram profile, on www.youtube.com, during the MSKPU Graduation Show 2020, on the Partner's Facebook page, and they will also become public knowledge.
5. The personal data provided by the participant throughout the Competition will be processed for the purpose of organization and conduct of the Competition, announcement of its results, release and provision of awards as well as for the purposes of archiving and accountability required by the GDPR provisions and for the purpose of pursuit or protection of possible claims, and within the scope of granted licence for the purpose of using the competition Entry.
6. The Organizer processes personal data on the basis of legally justified interest, which is enabling the Competition's participants to take part in the Competition and enabling the Organizer to carry out the Competition, announce the Competition's winners, release and provide the awards, as well as archive documents and pursue or protect possible claims, and within the scope of granted licence also on its basis.
7. Providing personal data is voluntary but necessary to enable the Organizer to organize the Competition and notify the participants about the awards granted, use the Competition Entry and, within the scope necessary to collect advance income tax, the provision of personal data is mandatory and arises from the provisions of law.
8. Within the scope of personal data, the participant is entitled to:
  - a) access his or her personal data,
  - b) request rectification of the data,
  - c) request erasure or limitation of data processing,
  - d) raise an objection concerning data processing,
  - e) data transfer.
9. In the scope within which the participant's data are processed on the basis of consent, the participant has the right to withdraw his or her consent to the processing of personal data at any time, without impact upon the legality of the processing carried out prior to the withdrawal of the consent. For this purpose, a declaration of consent to withdrawal will be sent to the Organizer by letter or electronically.
10. The recipients of the participant's personal data may be appropriately authorized employees or associates of the Organizer, entities processing data on behalf of the Organizer, the Competition's Jury

members, the Competition's Partner as well as other entities co-operating in the conduct of the Competition and authorized by the provisions of law.

11. The Organizer will transfer the data of the participant who has won the award to the relevant Tax Office, in accordance with the current legal provisions.
12. The participant's data will be processed by the Organizer for the period of time until the Competition has been decided and settled, except for the data of the participant who has received the award – such data will be stored until the award has been released and provided, and after that time for a period of time arising from taxation law, the time of competition Entry's use and expiration time of possible claims.
13. Personal data are not subject to automatic decision-making, including profiling.
14. The participant's data will not be transferred to countries outside the European Economic Community and to international organizations.
15. The participants have the right to make a complaint to the supervisory authority responsible for the protection of personal data, i.e. the President of the Personal Data Protection Office.

**Attachment no. 1**

**COMPETITION ENTRY FORM**  
**RESPONSIBLE FASHION AWARDS FOR ECO COLLECTION DESIGN**

I hereby enter my participation in the RESPONSIBLE FASHION AWARDS competition for eco collection design:

Full name: .....

I am a professional (I have specific art education and have professional experience as a designer, clothes maker or in related positions of at least 3 years).

I am an enthusiast

Address: .....

Tel. no.: .....

E-mail address: .....

Name and short description of the collection:

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I hereby declare that I have read the Terms and Conditions of the RESPONSIBLE FASHION AWARDS competition for eco collection design and accept all of the conditions set forth in these Terms and Conditions and undertake to comply with these Terms and Conditions.

.....

*(place, date and participant's signature)*

I hereby declare that I have been informed that the Organizer – 'Em Pe Studio Design' Sp. z o.o., a company located in Warsaw, at ul. Okólnik 11A lok. 2, 00-368 Warsaw may refuse to release the award should I fail to pay the relevant amount of income tax on the award's value.

.....

*(place, date and participant's signature)*

I hereby declare that in case of my qualification for the semi-finals of the RESPONSIBLE FASHION AWARDS competition for eco collection design or winning this competition, I consent to the publication of my full name on the website of the Organizer – 'Em Pe Studio Design' Sp. z o.o., a company located in Warsaw, at ul. Okólnik 11A lok. 2, 00-368 Warsaw – [www.mskpu.pl](http://www.mskpu.pl) (in Polish and English), on the Organizer's Facebook page, on the Organizer's Instagram profile, on [www.youtube.com](http://www.youtube.com), during the MSKPU Graduation Show 2020, on the Facebook page of the Partner – LPP S.A. located in Gdańsk, as well as to publishing my full name.

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*(place, date and participant's signature)*

I hereby declare that:                     I consent                     I do not consent  
to free-of-charge use and dissemination of my likeness, saved using any technology on any media (including in the form of photography and video documentation) by the Organizer - 'Em Pe Studio Design' Sp. z o.o., a company located in Warsaw, at ul. Okólnik 11A lok. 2, 00-368 Warsaw – for the purposes of the RESPONSIBLE FASHION AWARDS competition for eco collection design. This consent is free of charge and will not be limited by volume, time or territory.

- tick relevant box)

.....  
(place, date and participant's signature)

I hereby declare that my Competition Entry, including in case of my qualification for the semi-finals of the RESPONSIBLE FASHION AWARDS competition for eco collection design or winning this Competition, the implemented (created) clothes models of whole male or female profiles, further referred to as the 'Competition Entry', may be used free of charge by 'Em Pe Studio Design' Sp. z o.o., a company located in Warsaw, at ul. Okólnik 11A lok. 2, 00-368 Warsaw, further referred to as the 'Organizer' for, among others, information purposes and promotion and advertising of the Competition's subsequent editions. At the time of receipt of my Competition Entry by the Competition's Organizer, I grant the Organizer a licence to use the Competition Entry. If granting a licence proves impossible at the time described above, it will take place no later than at the time when the Competition's results are announced at the semi-final and final stages of the Competition respectively, on the basis of the following conditions:

1. The Organizer acquires the right to use the competition Entry, in all fields of use, especially in the following fields of use:

- a) within the scope of recording and copying the competition Entry – producing the Entry's copies using a specific technology, including the printing and reprographic technology, magnetic recording and digital technology;
- b) within the scope of disseminating the Competition Entry – public performance, exhibition, display, replay, broadcast and reemission as well as public sharing of the competition Entry in a way which makes it accessible by anybody at the place and time of their choice;

2. I declare that the author's economic rights including the copyrights dependent on the competition Entry are my exclusive rights, they are not burdened by any third party rights or claims and they are not subject to court or enforcement proceedings.

3. The Organizer, at the time of receipt of the competition Entry acquires full and unlimited, with regards to territory, right to use the Competition Entry, in any way and at any time, regardless of the purpose of use in all fields of use, especially in the fields of use specified in point 1) above.

4. The rights described in this paragraph may be executed by the Organizer with the use of all existing and possible future media and technologies, without any limitations in this regard.

5. The licence to use the Competition Entry by the Organizer is granted free of charge, which means that I am not entitled to receive remuneration for granting it.

6. I hereby declare that I grant to the Organizer a non-exclusive licence for the Entries described above for a period of 5 years starting from the time of receipt of the competition Entry, without the possibility of earlier termination. After that period, it is assumed that the licence is granted for an indefinite period with the possibility of a termination notice provided in writing under the pain of being declared null and void, with the 5-year notice period effective at the end of the year in which the declaration of intent to terminate the licence is submitted.

.....  
(place, date and participant's signature)

I acknowledge the following information from the Organizer:

1. The participants' personal data are subject to legal protection and are processed in accordance with the provisions 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 of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ('GDPR') and in accordance with other valid legal provisions.
2. The controller of Competition's participants' personal data is the Organizer - 'Em Pe Studio Design' Sp. z o.o., a company located in Warsaw, at ul. Okólnik 11A lok. 2, 00-368 Warsaw, entered into the commercial register of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw under KRS no. 0000173069, with share capital of PLN 50,000.00 (PLN 23,500.00 paid in cash, PLN 26,500.00 paid in kind), NIP 5213251384.
3. The Organizer may be contacted via post, using the following address: ul. Okólnik 11A lok. 2, 00-368 Warsaw, via e-mail: info@mskpu.com.pl, or telephone: + 48 22 299 66 47.
4. By entering the Competition, the participant acknowledges that his or her personal data will be processed under the conditions specified in the Terms and Conditions, and in case of the participant's qualification for the semi-finals or winning the Competition, will be published on the Organizer's website – www.mskpu.pl (in Polish and English), on the Organizer's Facebook page, on the Organizer's Instagram profile, on www.youtube.com, during the MSKPU Graduation Show 2020, on the Partner's Facebook page (LPP S.A.) and they will also become public knowledge.
5. The personal data provided by the participant throughout the Competition will be processed for the purpose of organization and conduct of the Competition, announcement of its results, release and provision of awards as well as for the purposes of archiving and accountability required by the GDPR provisions and for the purpose of pursuit or protection of possible claims, and within the scope of granted licence for the purpose of using the Competition Entry.
16. 6. The Organizer processes personal data on the basis of legally justified interest, which is enabling the Competition's participants to take part in the Competition and enabling the Organizer to carry out the Competition, announce the Competition's winners, release and provide the awards, as well as archive documents and pursue or protect possible claims, and within the scope of granted licence also on its basis.
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7. Providing personal data is voluntary but necessary to enable the Organizer to organize the Competition and notify the participants about the awards granted, use the Competition Entry and within the scope necessary to collect advance income tax, the provision of personal data is mandatory and arises from the provisions of law.
8. Within the scope of personal data, the participant is entitled to:
  - a) access his or her personal data,
  - b) request rectification of the data,
  - c) request erasure or limitation of data processing,
  - d) raise an objection concerning data processing,
  - e) data transfer.
9. In the scope within which the participant's data are processed on the basis of consent, the participant has the right to withdraw his or her consent to the processing of personal data at any time, without impact upon the legality of the processing carried out prior to the withdrawal of the consent. For this purpose, a declaration of consent withdrawal will be sent to the Organizer by letter or electronically.
10. The recipients of the participant's personal data may be appropriately authorized employees or associates of the Organizer, entities processing data on behalf of the Organizer, the Competition's Jury members, the Competition's Partner as well as other entities co-operating in the conduct of the Competition and authorized by the provisions of law.

11. The Organizer will transfer the data of the participant who has won the award to the relevant Tax Office, in accordance with the current legal provisions.

12. The participant's data will be processed by the Organizer for the period of time until the Competition has been decided and settled, except for the data of the participant who has received the award – such data will be stored until the award has been released and provided, and after that time for a period of time arising from taxation law, the time of competition Entry's use and expiration time of possible claims.

13. Personal data are not subject to automatic decision-making, including profiling,

14. The participant's data will not be transferred to countries outside the European Economic Community and to international organizations.

15. The participants have the right to make a complaint to the supervisory authority responsible for the protection of personal data, i.e. the President of the Personal Data Protection Office.

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*(place, date and participant's signature)*

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