



## **REGULATIONS OF**

### **the Chopin Study Competition for Young Researchers**

#### **§ I. Organizer**

The Chopin Study Competition (hereinafter referred to as “Competition”) is organized by the Fryderyk Chopin Institute with its registered office in Warsaw at ul. Tamka 43, 00-355 Warsaw (hereinafter referred to as “Organizer”). The Competition is organised in cooperation with Professor Jeffrey Kallberg of the Department of Music, University of Pennsylvania, 201 South 34th Street, Philadelphia, PA 19104-6313 (hereinafter referred to as “Co-organiser”). The co-organiser for the next five editions of the Competition is the sponsor of the prize mentioned in § IV of the present rules.

#### **§ II. Rules of participation**

1. Only individuals born after 31 December 1987 may participate in the Competition.
2. In order to take part in the Competition, it is necessary to submit to the Organizer a form which consists of:
  - 1) a Competition application form available at the Competition website, which must be printed, duly filled out and bear a handwritten signature of the Competition candidate; the form must include:
    - a) the first name and surname of the candidate for the Competition,
    - b) place of residence of the candidate for the Competition,
    - c) the telephone number and e-mail address of the candidate for the Competition,
    - d) the bank account number of the candidate for the Competition,
    - e) the following statement: “I hereby consent to participation in the Chopin Study Competition for Young Researchers and accept its regulations”,

2) an original text in English, in the doc/docx/rtf/pdf format (hereinafter referred to as “Study”), that meets the requirements referred to in paragraph 3 below, submitted electronically at [contact@chopinreview.com](mailto:contact@chopinreview.com)

3. The Study must comply with any and all requirements specified below:

- a) it must refer to the person, legacy or broadly understood reception of Fryderyk Chopin or address a topic that allows to develop comparative material for Chopin studies, focusing on important issues related to the works of Chopin and studying whether, how and to what degree they function in the works of modern composers,
- b) it must be the result of the candidate’s own research,
- c) it must be an original and new contribution to the selected topic,
- d) it must be exclusively owned by the candidate and be the product of his or her creativity, including as regards the creator's copyrights,
- e) it must not have received any awards,
- f) it must not be previously published, either in part or in whole (applies to all language versions),
- g) it must be not longer than 35 standardized pages (63,000 characters with spaces / 8,900 words in total).

4. The application form referred to in paragraph 2 sub-paragraph 1) above shall be submitted in its original version (by mail, courier or personally, during the business hours of the Institute) to the following address:

Narodowy Instytut Fryderyka Chopina  
Tamka 43  
00-355 Warszawa

5. All applications must be submitted by July 31 2019 at the latest (if the application form is submitted via regular mail, the postmark shall constitute the date of submission). After receiving the completed application form, the Institute shall confirm that the application for the Competition has been accepted.

6. The application shall be considered to have been effectively delivered if it is possible to open the submitted file containing the Study in the doc/docx/rtf/pdf format.

7. Each candidate for the Competition may submit no more than one application as part of the Competition.

8. The submission of an invalid application (i.e. failure to meet any of the conditions specified in § II paragraphs 1-7) results in exclusion from the Competition.
9. The submission of an application is voluntarily and equivalent, in particular, to:
  - a. the approval and acceptance of any and all provisions of these Regulations,
  - b. expressing consent for the processing of the candidate's personal data. Data shall be processed by the Organizer for purposes related to the execution, documentation and promotion of the Competition. The Organizer shall also be the data controller within the meaning of the Personal Data Protection Act of 29 August 1997 (i.e. Journal of Laws, item 922). The Organizer shall see to it that natural persons may exercise their rights under the Personal Data Protection Act, and in particular the right to access and modify their data. Personal data is provided on a voluntary basis, but persons who fail to provide their personal data shall be unable to participate in the Competition.

### **§ III. Jury**

1. The members of the Jury shall be appointed and dismissed by the Organizer's Director.
2. The Jury shall evaluate the Study taking into consideration the text's originality and contribution to the topic addressed, stylistic values and other requirements specified in these Regulations.
3. The decisions of the Jury are made by a simple majority of votes, in the presence of the majority of Jury members.
4. The Jury's decisions are final.

### **§ IV. Prize**

1. The prize shall be awarded by the Organizer, based on the decision of the Jury October 31 2019.
2. There shall be one prize in the amount of EUR 1,000 awarded in the Competition.
3. The awarded prize shall be paid by the Co-organiser, less the amount of income tax charged in accordance with applicable provisions of law.

### **§ V. Copyrights**

1. The prizewinner (hereinafter referred to as "Prizewinner") is the participant of the Competition who was awarded the prize specified in § IV of these Regulations by the Organizer based on the Jury's decision.

2. The Organizer shall be vested with the ownership of the Study and shall acquire any and all proprietary copyrights to the Study on any and all known fields of use, in particular:
  - a) production of copies using any technique (including print, reprography, magnetic recording, and digital technique in any system or format whatsoever and on any and all carriers, including uploading, downloading), digitalization,
  - b) marketing, lease or rent of the original work or its copies,
  - c) public performance, exhibition, screening, presentation, broadcasting (whether wireless or not, using a ground station or satellite connection) and re-broadcasting via any system, technique or format, as well as making the work publicly available so that anyone may access it at a time and place of their choosing, including via video-on-demand, web-casting, simulcasting, streaming, high definition (HD) and three-dimensional technologies (3D), VR technology, and as part of any and all telecommunication services using any systems and devices whatsoever (such as landline phones and/or mobile phones, desktop computers and/or laptops, as well as any available technologies, e.g. GSM, UMTS, etc., via telecommunication networks for data transmission),
  - d) use in a multimedia work,
  - e) saving the work on the memory of a computer or other device, making it available via an IT network (including the Internet, multimedia networks, and IPTV), as well as ensuring the possibility of reproduction via an IT network.
3. The Prizewinner shall transfer onto the Organizer the exclusive right, unlimited by time or territory, to grant the exercise of derivative copyrights to the Study, in particular to manage and use its adaptations. The Prizewinner shall also refrain from undertaking any activities that would limit this right in the future.
4. The Organizer shall be entitled to use the Study and/or its adaptations, either in whole or in part, as well as to introduce any and all changes to the original text and to combine the original text with other works or artistic performances, and the Prizewinner declares that he or she shall not consider such activities to infringe upon his or her reputation.
5. The Prizewinner shall not exercise supervision over the manner in which the Study is used, unless the Organizer asks the Prizewinner to exercise such supervision.
6. The Prizewinner irrevocably authorizes the Organizer to exercise his or her moral rights to the Study and undertakes to refrain from exercising his or her moral rights in a way that would restrain the Organizer from exercising its rights to the Study. The previous

sentence applies in particular to decisions on making the Study available to recipients (the audience).

7. The establishment and transfer of any and all rights to the Study specified in this Article shall occur as of the time the Prizewinner receives the prize. The date on which the Organizer's bank account is debited shall constitute the payment date.
8. The provisions of this Article shall also apply to any and all rights of the Prizewinner arising from the combination of the Study with other works.

#### **§ VI. Final provisions**

1. Any matters which do not fall within the competence of the Jury shall be resolved by the Organizer. Any doubts as to the interpretation of these Regulations shall be resolved by the Organizer.
2. These Regulations were drawn up in Polish and English. Should there be any doubts regarding interpretation, the Polish version shall prevail.
3. Any disputes shall be resolved by the common court having jurisdiction over the registered office of the Organizer.