



RULES

of the competition for the study on Chopin for young researchers

(hereinafter referred to as: the "Rules")

§ I. Organiser

The organiser of the competition on the study on Chopin (hereinafter: the "Competition") is The Fryderyk Chopin Institute (Narodowy Instytut Fryderyka Chopina) with its headquarters in Warsaw, at ul. Tamka 43, 00-355 Warszawa (hereinafter: the "Organiser"). The competition is organised in cooperation with the professor Jeffrey Kallberg representing the Department of Music, University of Pennsylvania, 201 South 34th Street, Philadelphia, PA 19104-6313 (hereinafter referred to as the "Co-organiser"). The Co-organiser is the sponsor of an award in subsequent 5 editions of the Competition, which award is referred to in § IV of the Rules.

§ II. Principles of participation

1. Only persons born after 31 December 1988 may take part in the Competition.
2. The condition for taking part in the Competition is to provide the Organiser with an application which jointly includes:
 - 1) an application form available on the Competition website, printed out, properly filled in and signed by hand by a candidate for the Competition, including:
 - a) full name of a candidate for the Competition,
 - b) residence address of the candidate for the Competition,
 - c) telephone number and email address of the candidate for the Competition,
 - d) bank account number of the candidate for the Competition,
 - e) declaration: "I agree to taking part in the Competition for the study on Chopin for young researchers and I accept its rules",

2) authorial text in English in the format doc/docx/rtf/pdf/ (hereinafter the "Study") meeting the requirements referred to in paragraph 3 below, provided in electronic form to the address contact@chopinreview.com.

3. The study should jointly meet the following requirements:

- a) it shall refer to the person or heritage or broad-sense reception of Fryderyk Chopin or deal with the subject allowing for producing comparative material for Chopin research, while addressing issues which are important in Chopin's works and at the same time providing research on whether, how and to what extent they also exist in the works of other composers contemporary with Chopin,
- b) it shall be the result of a candidate's research done on his own,
- c) it shall constitute an original and new contribution to the selected subject,
- d) it shall constitute the work done only by a person making an application and constitute his exclusive ownership, also within the scope of copyrights belonging to an author,
- e) it has not been awarded before,
- f) it has not been published in whole or in parts (applicable to all language versions),
- g) it shall contain no more than 35 standardised pages (in total 63,000 characters with spaces/ 8,900 words).

4. The application form referred to in paragraph 2(1) above should be provided in the original (by post, courier or personally, in the working hours of the Institute) to the address:

Narodowy Instytut Fryderyka Chopina
Tamka 43
00-355 Warszawa

5. The deadline for sending of applications shall pass on **31 August 2020** (in case of sending an application form by post the postmark date shall count). After receiving a complete application, the Institute shall confirm the acceptance of the application for the Competition.

6. An application shall be considered effective if it is possible to properly read a file containing the Study in the format doc/docx/rtf/pdf/.

7. Each candidate for the Competition may make only one application for the Competition.

8. Making an improper application (i.e. failure to meet any of the conditions specified in § II(1-7) of the Rules) shall cause a candidate to be disqualified from the Competition.

9. Making an application is voluntary and means, in particular:

- a. full acceptance of the provisions included in the Rules,
- b. consent for processing of the personal data of a person making an application; clauses concerning the personal data form Schedule 1 to the Rules.

§ III. Jury

1. The Jury members shall be appointed and dismissed by the Director of the Organiser.
2. The Jury shall assess the Study, taking into account the originality of a text and its contribution to the subject area it deals with, stylistic quality and other requirements included in the Rules.
3. The Jury shall make decisions by a simple majority of votes with most of the Jury members casting their votes.
4. The Jury decisions may not be appealed.

§ IV. Award

1. The award shall be given by the Organiser, based on the decision of the Jury, by 30 November 2020.
2. One award shall be given in the Competition, in the amount of 1,000 EUR.
3. The award given shall be paid by the Co-organiser, after deducting from it an income tax to be collected pursuant to applicable provisions.

§ V. Copyrights

1. The award winner (hereinafter the "Award Winner") shall be the Competition participant to whom, based on the decision of the Jury, the award referred to in § IV(2) of the Rules has been given by the Organiser.
2. The ownership of the Study shall pass to the Organiser; the Organiser shall also acquire any and all economic author's rights to the Study which include all fields of exploitation known at this moment, in particular:
 - a) production of copies by any technique (including printing, reprographic, magnetic-recording, and digital technique, in any system or format; on any media, uploading, downloading), digitalisation,
 - b) placing on the market, lending for use or rental of originals or copies,
 - c) public performance, exhibition, screening, reproduction or broadcast (wireless or wired, by ground stations or via satellite) and rebroadcast, in any system, technique or format, and making a work publicly available in such a manner that

anyone may access it at a place and time of their choosing, making available as video-on-demand, webcasting, simulcasting, as well as making available with the use of streaming, high definition (HD), three-dimensional (3D) and VR technology, and also within any telecommunication services with the use of any systems and devices (i.a. landline and/or mobile telephones, desktops and/or portable computers, as well as transmissions with the use of any available technologies e.g. GSM, UMTS etc. via communication networks),

- d) making use of in a multimedia work,
 - e) inputting to computer memory or another device, making available via a computer network (including, in particular, the Internet, multimedia networks and IPTV), as well as offering a possibility of reproducing the Study through the computer network.
3. The Award Winner shall transfer to the Organiser the exclusive right, without time and territorial limitations, to allow the exercise of derivative copyrights to the Study, in particular to allow disposal and use of a work derived from the Study. The Award Winner also undertakes not to take actions that could limit this right in the future.
 4. The Organiser may use the Study and/or a work derived from it, both in whole and in parts, as well as to make any changes and to combine it with other works or artistic performances; at the same time the Award Winner declares that he/she shall not regard such actions as damaging his/her good name.
 5. The Award Winner undertakes not to exercise supervision over the manner in which the Study is used, unless the Organiser requests the Award Winner to do so.
 6. The Award Winner irrevocably authorises the Organiser to exercise his/her moral author's rights to the Study and undertakes not to exercise his/her moral rights in a manner which could limit the Organiser in the exercise of its rights to the Study. The previous sentence applies, in particular, to making of decisions on making the Study available to recipients (audience).
 7. Establishment and transfer of any rights set out in this Section to the Study shall become effective upon the payment of the Award to Award Winner. The payment date shall be the date on which the Organiser's bank account has been debited.
 8. The provisions of this Section shall apply accordingly to any rights of the Award Winner arising from the combination of the Study with other works.

§ VI. Final provisions

1. In matters not subject to the Jury's decision, it is the Organiser who shall make decisions. The Organiser shall also resolve any doubts as to the interpretation of the Rules.
2. The Rules were drawn up in the Polish and English version. In case of any interpretation doubts, the Polish version shall prevail.
3. In case of possible disputes, the competent court shall be the common court having jurisdiction over the headquarters of the Organiser.

Schedule 1 to the Rules

1. The provisions below concern the personal data obtained in connection with organising by the The Fryderyk Chopin Institute (Narodowy Instytut Fryderyka Chopina; hereinafter referred to as the "Institute") the competition for the study on Chopin for young researchers (hereinafter the "Competition").
2. A person applying for participation in the Competition (hereinafter the "Candidate") agrees to the processing of his/her personal data (hereinafter referred to as the "Personal Data") obtained by the Institute in order to:
 - a) promote the Competition and the activity of the Institute,
 - b) provide information about the Competition and the activity of the Institute,
 - c) disseminate promotional materials for the purposes connected with the organisation of the Competition, including the publication of such materials on the Internet and promotional printed matter,
 - d) document the Competition.
3. In accordance with Article 13(1) and (2) of the 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) OJ EU L.2016.119.1, hereinafter referred to as the "GDPR", the Institute informs the Candidate that:
 - 1) the controller of the Personal Data is the The Fryderyk Chopin Institute (Narodowy Instytut Fryderyka Chopina) with its headquarters in Warsaw at ul. Tamka 43, 00-355 Warszawa;
 - 2) The Institute has appointed the Data Protection Officer whom you can contact in writing: by post at the address ul. Tamka 43, 00-355 Warszawa or by email at the email address: iod@nifc.pl;
 - 3) The Institute processes the Personal Data on the legal bases and for the purposes given below:

Legal basis	Purpose of the Personal Data processing
Article 6(1)(b) of GDPR	Conclusion, performance and control of an agreement, seeking claims arising from the agreement and from the organisation of the Competition.
Article 6(1)(c) of GDPR	Duties resulting from provisions of law, including provisions on social security and health insurance, on accounting, general compulsory military service, and from tax provisions.
Article 6(1)(f) of GDPR	Seeking of claims, ensuring of security on the premises administered by the Institute, ensuring the protection of information and keeping of professional secrets, provision of IT, financial and administrative service, granting access to Personal Data for entities authorised to such access under provisions of law.
Article 6(1)(a) of GDPR	As set out in paragraph 2 above.

- 4) The Personal Data may be transferred to other entities (recipients), such as:
 - a) auditor, legal or financial adviser,
 - b) banks,
 - c) other entities involved in the performance of actions connected with the Competition,
 - d) entities providing postal services.
- 5) The Personal Data shall be stored for the period of existence of rights and claims arising from the agreement and of rights and claims resulting from the organisation of the Competition as well as for the period in which control over the conclusion and performance of the agreement and of the organisation of the Competition may be exercised under provisions of law. The Personal Data shall be stored for a longer period than that specified in the previous sentence, if

such period results from applicable provisions of law. Within the scope of Personal Data processing performed by consent, the Personal Data shall be stored up until such consent has been withdrawn;

- 6) The Candidate has the right to:
 - a) access the Personal Data and obtain their copies,
 - b) have the Personal Data rectified,
 - c) have the Personal Data erased,
 - d) restriction of Personal Data processing,
 - e) object to the Personal Data processing,
 - f) Personal Data portability;
- 7) The Candidate may withdraw his/her consent for the Personal Data processing by the Institute at any time, without effect on legal compliance of the processing performed prior to the withdrawal of such consent;
- 8) The Candidate may lodge a complaint with the supervisory authority (the President of the Personal Data Protection Office);
- 9) it is mandatory to provide the Personal Data which will be processed under provisions of law without it being necessary to obtain consent for such processing, and failure to provide them shall result in impossibility of conclusion and performance of the agreement and participation in the Competition. Provision of other Personal Data is not a statutory or contractual duty; it shall be voluntary, however, as a result of failure to provide them it shall be impossible to achieve specific purposes referred to in paragraph 2 above,
- 10) The Candidate shall not be subject to a decision based on automated processing, including profiling.