

## RULES AND REGULATIONS OF THE MAKE ME! CONTEST FOR YOUNG DESIGNERS 2019

### I. GENERAL PROVISIONS

1. These Rules and Regulations set out the requirements and conditions of participation in the make me! contest (further referred to as 'Contest') held as part of the 13th International Design Festival – Łódź Design 2019.
2. The contest's Organiser is Łódź Art Center, a foundation registered in the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Centres, entered into the National Court Register under the entry number KRS 0000246599, with its registered office at 3 Ks. Bp. Wincentego Tymienieckiego Street, in Lodz 90-365.
3. Participation in the Contest requires a registration fee (150 PLN)
4. This Contest aims to find and promote young designers whose work distinguishes itself first and foremost as:
  - deserving merit for its artistic and content-related qualities;
  - having implementation capacity;
  - tackling contemporary challenges;
  - addressing important areas of today's problems;
  - finding unconventional way to handle the topic;
  - being original and innovative in the suggested solutions;
  - showing consistency in terms of the assumed objective (as described in the Form), the way to achieve it, and the final result;
  - being in the form that corresponds to the Project guidelines, associated with positive aesthetic response.
5. The selected works will be presented at the follow-up exhibition within the framework of the 13th International Design Festival - Lodz Design 2019 (see: the Rules of the Lodz Design Festival 2019) from 17th to 26th May, 2019.

### II. ENTRANTS

1. Entries to the Contest may only be submitted by private individuals (including unofficial design groups), in particular by arts students and graduates.
2. Entrants (including each member of any unofficial design group) must be between 20 and 35 years old, i.e. the Organiser will only accept entrants born between 1 January 1984 and 31 December 1999 inclusive.

### III. CONDITIONS OF PARTICIPATION IN THE CONTEST

1. A participant in the Contest has to:
  - a. complete an on-line Application Form available at [www.makeme.lodzdesign.com](http://www.makeme.lodzdesign.com) in the "Application form" section, for each of the projects submitted, by filling in the following particulars:
    - personal data and contact data;
    - description of the project submitted – project description, its creation context, project innovativeness, intention, and construction material;
    - graphic materials (3-4 files, up to 4 MB for each).
  - b. give permission for the project to be posted on the website [www.lodzdesign.com](http://www.lodzdesign.com) and [www.makeme.lodzdesign.com](http://www.makeme.lodzdesign.com) and presented in post-contest exhibitions;
  - c. give permission to granting a royalty free license as described in Art. 9 of these Rules and Regulations;

d. pay a registration fee of PLN 150 by bank transfer or using PayPal:

• Organiser's Bank Account Details:

\_International Bank Account Number (IBAN): PL 42 1050 1461 1000 0090 6506 9180

\_BIC/SWIFT: INGBPLPW

\_account holder's details: ŁÓDŹ ART CENTER, TYMIENIECKIEGO 3 STR., 90-365 ŁÓDŹ

ING Bank Śląski, Łódź, Poland

\_bank transfer title: make me 2019, Entrant's first and last name

\_all bank transfer charges (including any costs associated with processing an international payment) shall be borne by the Entrant.

• PayPal Payments:

\_PayPal buttons are located on the make me! contest form;

\_transfer title: make me 2019, Entrant's first and last name

\_all bank transfer charges (including any costs associated with processing an international payment) shall be borne by the Entrant.

e. Confirmation of registration fee payment must be sent to the Organiser at the time of entry (via registration form). In justified individual cases (such as payment processing difficulties) the registration fee payment deadline (the date on which the required amount must be credited to the Organiser's account) may be extended by 7 days from the entry deadline (upon notice to the Organiser). If registration fee payment is not made, the entry will not be accepted.

f. Registration fees are non-refundable and will be used to facilitate the implementation of the Organiser's statutory tasks.

#### IV. PROJECT REQUIREMENTS

1. All entries must be submitted before the deadline – 16.03.2019, 4:00PM Central European Summer Time.
2. Entries submitted after the deadline and entries which do not meet the criteria as set out in these Rules and Regulations will not be accepted by the Organiser.
3. Contest submissions may include 3D designs and publications. The submitted projects must be made available by 26.04.2019, in the form of prototypes or as ready-made products. Prototypes must be at a 1:1 scale, or, where justifiable, at a scale enabling presentation of all its functions.

#### V. JURY OF THE CONTEST

1. Submitted entries will be evaluated by a Jury appointed by the Organiser.
2. Contest Jury will be announced 07.01.2019
3. The Jury's decisions shall be final.

4. The Jury is not required to justify its decisions or comment on its deliberations.
5. The Jury shall evaluate the projects based on submitted entries and enclosed supporting material (graphic and descriptive material).
6. Both the Jury and the Organiser may request to see the model of the submitted project before the Main Prize Winner and Contest Finalists are selected. The time and place of examination shall be agreed with the Entrant. The Organiser shall inform the Entrant that such examination is required at least 7 days prior to the scheduled examination date.

## VI. LAUREATES OF THE CONTEST

1. The Jury shall evaluate the submitted entries to select:
  - a. The main prize winner of the PARADYŻ AWARD,
  - b. The winner of a special award,
  - c. Finalists of the contest. Each awarded project will be rewarded with the make me! statuette.
2. The main prize winner will receive a PARADYŻ AWARD of PLN 50,000 gross (approx. 11,500 EUR) and a statuette; the awarded project will be shown in the make me! post-contest exhibition at Lodz Design Festival 2019.
  - a. The money award will be paid into the bank account indicated by the contest winner. The award payable to a natural person will be reduced by the income tax calculated in accordance with the applicable regulations.
  - b. The post-contest exhibition package provided by the Organiser includes:
    - Exhibition assembly and disassembly; necessary conditions for exhibition.
    - One hotel night in a single room in festival's hotel (night from 17th to 18th May 2019).
    - The agreement to be made between the Organiser and the Main Prize Winner after the announcement of Contest results shall set out the terms and conditions relating to the organisation of the post-contest exhibition by the Organiser.
    - The Organiser will not pay any remuneration related to the organisation of the post-contest exhibition.
3. The winner of a special award will receive PLN 10,000 gross (approx. 2,320 EUR) and a statuette; the awarded project will be shown in the make me! post-contest exhibition at Lodz Design Festival 2019.
  - a. The money award will be paid into the bank account indicated by the contest winner. The award payable to a natural person will be reduced by the income tax calculated in accordance with the applicable regulations.
  - b. The post-contest exhibition package provided by the Organiser includes:
    - Exhibition assembly and disassembly; necessary conditions for exhibition.
    - One hotel night in a single room in festival's hotel (night from 17th to 18th May 2019).
    - The agreement to be made between the Organiser and the Main Prize Winner after the announcement of Contest results shall set out the terms and conditions relating to the organisation of the post-contest exhibition by the Organiser.
    - The Organiser will not pay any remuneration related to the organisation of the post-contest exhibition.
4. Finalists of the contest will be honored with statuettes and their projects will be shown in the make me! post-contest exhibition at Łódź Design Festival 2019.
  - b. The post-contest exhibition package provided by the Organiser to Contest Finalists includes:
    - Exhibition assembly and disassembly; necessary conditions for the object's exhibition.
    - One hotel night in a single room in festival's hotel (night from 17th to 18th May 2019).
    - The Organiser will not pay any remuneration related to the organisation of the post-contest exhibition.
5. The Organiser reserves the right to grant special prizes funded by Contest's patrons or sponsors.
6. The awarded projects will be promoted by means of:
  - local and national press, news and media coverage;
  - Lodz Design Festival 2019 print materials and website;
  - print materials and websites of Contest's patrons and partners.
7. Winners and Contest Finalists shall provide the Organiser with the awarded projects (either original pieces of work or models) to be shown in the post-contest exhibition at Łódź Design Festival 2019.
8. Once a project is found eligible for the exhibition, the contestant must build the project's model (prototype, product) and deliver it to the Organiser's address at his or her own expense and risk by **26.04.2019** in order to participate.
9. The final assessment of the projects qualifying for exhibition and the selection of the Winners shall take place after

the models eligible for exhibition have been delivered to the Organiser. The Organiser reserves the right to reject any project and to withdraw the award after seeing the model. The Organiser will inform the contestant about the rejection by providing a justification in writing. In particular, the Organiser will reject a project whose model either has not been delivered at all or does not meet the requirements set forth in these Rules and Regulations.

## VII. CONTEST CONCLUSION

1. The list of winners and finalists qualified for the exhibition will be posted by 26.03.2019 on the website [www.lodzdesign.com](http://www.lodzdesign.com) and [www.makeme.lodzdesign.com](http://www.makeme.lodzdesign.com).
2. The authors of the works selected by the jury will be contacted by email to agree upon a date and necessary actions to be taken to prepare the projects for exhibition.
3. Laureates of the Prizes will be announced at an awards ceremony held during Lodz Design Festival 2019 on 17th May 2019. They will also be posted on the website [www.lodzdesign.com](http://www.lodzdesign.com) and [www.makeme.lodzdesign.com](http://www.makeme.lodzdesign.com).
4. Judging sessions shall be held behind closed doors.

## VIII. COPYRIGHTS OF THE PROJECT

1. By entering the Contest (via entry form), the Entrant declares that:
  - a. he/she is the sole author of the Project and possesses all the necessary author's economic and moral rights pertaining thereto.
  - b. the Project does not constitute a derivative work or plagiarism and does not infringe any right of any third party and does not violate applicable laws.
  - c. the author's economic rights in the Project are not in any way encumbered by the rights of third parties, and in particular, that no individual consent of a third party is required to exploit the Project in any scope.
2. By submitting a Project whose authors form an unofficial design group, the Entrant declares that:
  - a. he/she has obtained consent from all Project co-authors required for the relevant submission of the Project to the Contest in line with its Rules and Regulations.
  - b. the unofficial design group (as represented by the Entrant) has sole authorship of the Project and possesses all the necessary (unlimited in any manner whatsoever) author's economic and moral rights pertaining thereto.
  - c. the Project does not constitute a derivative work or plagiarism and does not infringe any right of any third party and does not violate applicable laws.
  - d. the author's economic rights in the Project are not in any way encumbered by the rights of third parties, and in particular, that no individual consent of a third party is required to exploit the Project in any scope.
3. The Entrant shall be held liable, regardless of culpability, for any legal defects of the submitted project, and undertakes to hold the Organiser harmless from and against any claim or request for compensation for damage that may result from false statements of facts as declared above.
4. Projects which constitute any infringement of third-party rights will be excluded from the Contest.

## IX. PROMOTION

1. The Entrant grants the Organiser a non-exclusive license to use the submitted materials (description, images, photographs etc.) relating to the Project for the purpose of presenting them in exhibitions, shows, presentations and reviews held by the Organiser at a time, date and place as indicated during Lodz Design Festival 2019, and after the festival for an indefinite period of time for the purpose of undertaking any promotional or publicity activities for Lodz Design Festival, its Organiser and Sponsors during and after the event.
2. The license shall be granted on a royalty-free basis.
3. The Entrant gives the Organiser permission to use photo, film, video or digital documentation showing projects submitted to the contest, either produced by the Organiser or on their behalf, during any exhibitions forming part of

Lodz Design Festival 2019. The permission contains no time or territorial restrictions. The Organiser has in particular, but not exclusively, the unlimited right to publish and disseminate the materials, whether in their entirety or any part thereof, by means of any media, on the Internet, in books, studies, anthologies, collaborative works, television broadcasts, films, telecommunications networks and mobile technologies in any suitable form or manner.

4. The Entrant also gives permission to sublicense the content to all mass media providing coverage on the project, as long as it is required to promote the project, Organiser or its partners.
5. The above-described licenses shall be granted for an indefinite period of time and without any territorial restrictions.
6. The licenses shall cover the following fields of exploitation:
  - a. domestic and international distribution;
  - b. copying the content into computer memory and making it available in computer networks, in particular on the Internet, by any technical means whatsoever;
  - c. using the content in its entirety or any parts thereof for advertising, promotional or publicity purposes in leaflets, post cards, catalogues, programs, invitations, posters, billboards, citylights, CD's, DVD's or videos;
  - d. using the content in any form and manner by mass media.

## X. PROTECTION OF PERSONAL DATA

1. The administrator of the participant's personal data and legal guardians given in connection with participation in the competition is the Łódź Art Center foundation with its registered office in Łódź, ul. Tymienieckiego 3, 90-365 Łódź.
2. Contact details to the Data Protection Officer: [iod@lodzartcenter.com](mailto:iod@lodzartcenter.com).
3. Personal data of the Participant will be processed only for the purpose of participation in the competition on the basis of the consent granted at the time of sending the competition entry to the "make me!" Competition (RODO Art. 6, paragraph 1, letter a).
4. Personal data will be processed for the purposes described above for the duration of the competition and the time required by tax regulations, as well as for the period necessary to defend against any claims.
5. The Participant's personal data may be made available to subcontractors, IT system providers with whom the Administrator cooperates, the prize funders in the competition and media patrons of the competition and related entities.
6. Each Participant has the right to access their data and the right to rectify, delete, limit processing, the right to data transfer, the right to raise objections. In addition, each Participant has the right to withdraw consent at any time without affecting the legality of the processing, which was made on the basis of consent before its withdrawal. Withdrawal of consent means resignation from participation in the competition.
7. Each participant has the right to lodge a complaint with the competent supervisory body regarding the protection of personal data when he / she considers that the processing of personal data concerning him violates the provisions of the General Regulation on the protection of personal data of 27 April 2016.
8. Providing personal data is voluntary, but necessary to participate in the Competition. The consequence of not submitting the Participant's personal data will be the inability to participate in the Competition.

## XI. FINAL PROVISIONS

1. The Organiser undertakes to care for all products entrusted to them. The Organiser shall be held liable for the replacement value of a damaged or destructed original (project model) submitted for exhibition, if caused by the fault or negligence of the Organiser.
2. The Organiser undertakes, at his own expense, to insure the originals (models) of the submitted projects for exhibition purposes up to their replacement value for the duration of the post-competition exhibition (17-26 May 2019). The organizer recommends the Finalists of the Competition to insure the facility for the entire time from its transport to collection after the post-competition exhibition.
3. The Organiser reserves the right to verify identity of any person collecting any award funded by the Organiser and to check if the actual personal data conform with those given in an entry form.
4. An award may only be given out to a person whose personal data are identical to those given in an entry form.
5. Employees of the Organiser and their immediate families (descendants, forebears, siblings, spouses, relatives up to

the second-grade of kinship) may not enter the Contest.

6. This Contest is governed exclusively by these Rules and Regulations, which at the same time constitute the sole document that sets forth the terms and conditions of the Contest.

7. The Organiser may not be held liable for any dispute caused by a third party's fault.

8. The Organiser reserves the right to amend these Rules and Regulations, to modify the Contest guidelines or to end the Contest at any time and without disclosing the reasons, with the relevant information being posted on the website [www.lodzdesign.com](http://www.lodzdesign.com) and [www.makeme.lodzdesign.com](http://www.makeme.lodzdesign.com).

9. Any enquiries regarding the Contest should be emailed to: [makeme@lodzartcenter.com](mailto:makeme@lodzartcenter.com).

10. By entering the Contest, the Entrant declares that he/she agrees to the processing of his/her personal data contained in the submitted documentation (forms) for the purpose of Contest operation – in accordance with the Data Protection Act of 29/06/1997 (Journal of Laws of 1997 No 133, item 883). The Entrant may access the data or have them amended or deleted.

11. Personal data are processed by the Organizer and are collected using external entities' forms (JotForm.com) used to register applications for the make me! Contest. 2019.

12. Personal data provided in the registration form on this website (JotForm.com) are treated as confidential and are not visible to unauthorized persons.

11. Submission of an entry to the Contest shall be deemed an acceptance of these Rules and Regulations.