

TERMS AND CONDITIONS

BALTIC MINI TEXTILE GDYNIA

1. Competition Organiser

- 1.1. These Terms and Conditions (hereinafter referred to "Terms and Conditions") define the rules for conducting the international textile miniature competition Baltic Mini Textile Gdynia (hereinafter "The Competition"). The Terms and Conditions are available at the Gdynia City Museum website www.muzeumgdynia.pl.
- 1.2. The Baltic Mini Textile Gdynia competition is organised by the Gdynia City Museum (hereinafter referred to as the "Museum" or "Organizer") with the seat in Gdynia, address: ul. Zawiszy Czarnego 1, 81-374 Gdynia (Poland), e-mail: sekretariat@muzeumgdynia.pl. The Gdynia City Museum is a local government cultural institution entered into the Register of Cultural Institutions of the Municipality of Gdynia under number 2. The Municipality of Gdynia and the Pomeranian Voivodeship Local Government are the Museum's partners in organising the Competition.
- 1.3. The competition takes place every three years, at time defined by the Museum and it is organised for professional artists from Poland and abroad. The Museum announces the terms and conditions, including the schedule of the Competition's particular edition on its website www.muzeumgdynia.pl at least three months in advance before the deadline for competition submissions.
- 1.4. The idea of the competition is to have a review of the contemporary creative explorations in the field of mini textile completed through any technique, selecting the best pieces and presenting them during an exhibition of the competition entries at the Gdynia City Museum.
- 1.5. You can familiarize yourselves with the information concerning the Competition, the exhibition of the competition entries and the planned mini textile exhibitions at the Museum website www.muzeumgdynia.pl.
- 1.6. The Organizer's aim is for the select mini textiles to be exhibited at other exhibitions, especially at the Central Museum of Textiles in Łódź (www.cmwl.pl) and abroad after the exhibition of the competition entries is over.
- 1.7. A participant of the Competition breaching the Terms and Conditions results in his or her loss of the right to participate in the Competition or to receive a prize.

2. Terms for participation in the Competition

- 2.1. The competition is of a closed character and only professional artists from Poland and abroad can participate in it – the graduates of Polish or foreign universities which teach artistic courses in the field of art. The participation in the Competition is free of charge.
- 2.2. One author cannot submit more than three mini textiles (hereinafter "Textiles") for the Competition. Each Textile requires a separate entry according to the sample Submission Card which constitutes appendix 1 to the Terms and Conditions (hereinafter "Submission Card").

- 2.3. The maximum size of the textile together with its frame is 20 x 20 cm, for three-dimensional objects 20 x 20 x 20 cm. In the announcement of the competition's edition, the Organizer may define a Textile theme.
- 2.4. To make a submission for the competition, it is necessary to send the Submission Card signed by the Textile's author. Not more than three photos of the Textile must be attached to it in the resolution and format specified in the announcement of the Competition's edition. Each photograph of a Textile should have the Textile's title and the full name of its author in its description.
- 2.5. The Submission Card should be sent together with the photographs by e-mail to the email address of the Organizer in the announcement of the Competition edition's announcement.
- 2.6. Polish and English are the languages of correspondence.
- 2.7. Sending the Submission Card within the deadline specified in the announcement of the Competition's edition is the condition for participating in the Competition. The date when the Organiser receives the Submission Card determines whether it was sent within the deadline.
- 2.8. Sending the Submission Card is confirmation that the participant:
 - 2.8.1. Has familiarised him or herself with the entire Terms and Conditions for the Baltic Mini Textile Gdynia competition and the terms provided in the announcement of the Competition's edition, available on the website www.muzeumgdynia.pl,
 - 2.8.2. complies with the terms of participation in the Competition specified in clause 2.1 of the Terms and Conditions and makes a Submission for the Competition,
 - 2.8.3. is the author of the Textile and has all the rights for the Textile which does not breach applicable law, including copyrights and personal rights of third parties,
 - 2.8.4. agrees to the Organizer's use of the Textile according to the licence defined in clause 6.1–6.4 of the Terms and Conditions,
 - 2.8.5. agrees to have his or her personal data submitted in connection with the Competition being processed by the Organiser, including revealing it according to clause 7.1 of the Terms and Conditions, and has familiarised him or herself with the Information on Data Processing included in clause 7.2 of the Terms and Conditions.
- 2.9. After having received the notification of the Textile being qualified for the second stage (final) of the Competition, he or she should provide the Textile chosen by the Jury together with the original Submission Card, i.e. the one which contains the participant's handwritten signature (without the necessity to attach a photograph). The Textile together with the Submission Card must be delivered within the deadline set by the Organiser to its address: Gdynia City Museum, ul. Zawiszy Czarnego 1, 81-374 Gdynia (Poland), with a note: "TRIENNALE". The Textiles which are not delivered to the Museum together with the Submission Cards within the deadline set by the Organiser will be excluded from further participation in the competition. The date of Textile's service to the Museum's seat is decisive as far as its delivery within the deadline is concerned.

- 2.10. The cost of delivering the Textile to the Museum's seat and the subsequent cost of picking the Textile up from the Museum's seat is incurred by the Competition's participant. The state of preservation of the Textiles delivered in person, by post or by courier service to the Organizer will be inspected by a committee. Potential damage will be described in a report.
- 2.11. The Organizer bears responsibility for culpable damage, destruction or loss of the Textile from the moment of its delivery to the seat of the Museum until the moment of its release from the seat of the Museum. The Textiles are protected by the Museum system and covered by the insurance of the Organizer.
- 2.12. The Organizer contacts the participant of the Competition with the use of the details provided in the Submission Card. Therefore, the participant should update his or her contact details provided in the Submission Card by sending contact details which are up-to-date via email to the Organizer's email address provided in the announcement of the Competition's edition for making Competition submissions and after the exhibition of the competition entries has ended, to the address sekretariat@muzeumgdynia.pl with the "TRIENNALE" note in the subject.
- 2.13. Jury members and the employees of the Organizer cannot participate in the Competition.

3. Course of the Competition

- 3.1. The Competition winner and the laureates of other prizes and special mentions are chosen in the competition procedure based on the Textile's artistic value including its aesthetic qualities, originality, unique character, creativity and interestingness.
- 3.2. The competition consists of two stages in which the Jury evaluates the submitted Textiles.
- 3.3. In the first stage (qualification), based on photographs attached to the Submission Card, the Jury conducts a preliminary evaluation of the Textiles and decides whether to qualify them for the second stage (final). The Jury does not allow more than 50 (fifty) Textiles into the second stage.
- 3.4. The participant will be notified about the Textile's qualification for the second stage via email at the address provided in the Submission Card.
- 3.5. in the second stage (final) the Jury will conduct a final review of the provided Textiles and select the winner of the Competition as well as the other prizes and special mentions.
- 3.6. The winner of the Competition and the winners of the other prizes and mentions shall be notified about the results of the Competition and the date when the prizes and special mentions are handed in during the exhibition of the competition entries at the Museum via email to the address provided in the Submission Card.
- 3.7. The List of the Textiles qualified for the second stage and the results of the Competition, including the full name, city and country of the author's residence and the Textile's name will be made publicly available through posting on the Museum's website.

- 3.8. The selection of the Competition's winners and the opening of the exhibition of competition entries at the Museum shall not take place later than within 6 (six) months of the day which is the deadline for sending in the Submission Cards.
- 3.9. Every participant who qualifies for the second stage will receive a catalogue for the exhibition of the competition entries. The catalogue can be picked up during the opening of the exhibition of the competition entries at the Museum. The participants who are not present at the exhibition opening will receive the catalogue by post to the address provided in the Submission Card at the Organizer's expense.
- 3.10. Depending on the decision of the participant of the Competition provided in the Submission Card, the Textiles will be returned after the end of the exhibition of competition entries at the Museum and the other planned Textile exhibitions but not later than within 24 (twenty-four) months of announcing the results of the Competition or the Textiles will become property of the Museum as a donation free of charge and will be included in the collection of Mini Textiles.
- 3.11. In the case of a Textile which is going to be returned, it should be sent in in a packaging which can be used again for return transport. The packaging should be marked clearly, to facilitate the return shipment. The participant undertakes to order and pay for the return shipment (postal or courier service as well as potential insurance). The Organizer shall inform the participant via email to the address provided in the Submission Card about the places and dates of other planned Textile exhibitions.
- 3.12. In the case of a Textile which the Participant of the Competition has decided to donate to the Museum, according to the provision of Art. 890 § 1 second sentence of the Civil Code, the contract of donation is concluded when the Textile is delivered (released) to the beneficiary Museum together with the original Submission Card with the marked option "as of the day when the Textile is delivered to the Gdynia City Museum I donate the Textile specified in this Submission Card free of charge to the Gdynia City Museum in accordance with clause 3.12 of the Terms and Conditions together with the license granted according to clause 6.5 of the Terms and Conditions".

4. Jury

- 4.1. The Jury's job is to select among the submitted Textiles proposals of those which get into the second stage (final) and to select the winner of the Competition and the other awarded entries as well as special mentions.
- 4.2. The members of the Jury are appointed and dismissed by the Organiser among the widely understood environment connected with artistic textile.
- 4.3. The Jury membership pertains to participation in a given edition of the competition.
- 4.4. The Jury members select the head among themselves. The head of the Jury is in charge of the Jury's work and its sessions.
- 4.5. The Jury takes a decision through a majority of votes, in the case of an equal distribution of votes, the head's vote is decisive. The rules for the work of the Jury are specified by the Organizer.
- 4.6. The Jury's decisions are final. They are not subject to the right of appeal and they do not need to be justified.

5. Prize

- 5.1. The Grand Prix of the Mayor of Gdynia is the Competition's Main Prize awarded every three years for the best Textile.
- 5.2. The winner of the Competition receives the Main Prize - the Grand Prix of the Mayor of Gdynia.
- 5.3. Only one Textile can be the winner of the Competition.
- 5.4. The Organiser plans additional prizes:
 - 5.4.1. two joint Prizes of the Marshal of the Pomeranian Voivodeship,
 - 5.4.2. Gdynia City Museum Prize
 - 5.4.3. four special mentions.
- 5.5. The Main Prize - the Grand Prix of the Mayor of Gdynia and the two joint Prizes of the Marshal of the Pomeranian Voivodeship have the form of amber nuggets.
- 5.6. The Prizes and special mentions are handed in to the Textile authors during the exhibition of the competition entries at the Museum. If the winners of the prizes are absent, the Organizer sends the prizes and special mentions to the correspondence address provided in the Submission Card.

6. License

- 6.1. As of the day when the Textile is submitted for the competition, the Textile's author grants a consent to non-exclusive, free of charge use of the Textile unlimited in time and space by the Museum together with the right to grant a sublicense (hereinafter "License"). The granting of the License, including the author's granting of all the undermentioned consents, permissions and authorisations is done free of charge and the author is not entitled to remuneration for it. The license encompasses the Museum's use of the Textile's photographs which were sent in together with the Submission Card.
- 6.2. The Museum is entitled to the use of the Textile for purposes connected with conducting the Competition and for purposes connected with the organization of the exhibition of the competition entries, including for information, promotional and advertising purposes connected with the Competition and the exhibitions. In particular, the Museum is entitled to the use of the original Textile as well as the copies in which the Textile was saved, including its circulation in printed and electronic media, on websites and in social media, e.g. Facebook, YouTube.
- 6.3. The Museum is entitled to the use of the Textile as a whole or in a part based on its sole discretion, in the following fields of exploitation:
 - 6.3.1 saving and copying the Textile - producing copies of the Textile by any technique known (system, kind of saving), including printing, reprographic, magnetic, digital, electronic, photographic, optical, laser, on all media adjusted to a given form of recording, in unlimited amount, also in an IT and multimedia network (including Internet),
 - 6.3.2 marketing the original or the copies in which the Textile has been saved - placing on the market, lending for use or renting of the original or the copies, in every form or technique, including through IT and multimedia network (including the Internet) as well as

publishing in printed or multimedia publications (e.g. informational and promotional materials), without limits to the number of circulations, editions and issues,

- 6.3.3. Circulation of the Textile in a way which is different from the ones specified in clause 6.3.2. - exhibiting in public, screening, playing, broadcasting and transmitting as well as making the Textile available to the public in a way which allows everyone access to it at a time and place of his or her own choice, regardless of format, system or standard.
- 6.4. The Author of the Textile which has qualified for the second stage authorises the Museum to exercise his or her moral rights on his or her behalf. The Author of the Textile undertakes not to exercise his or her moral rights in a way which violates the legitimate interest of the Museum.
- 6.5. In the case of a Textile which is donated to the Museum according to the provisions of clause 3.12 of the Terms and Conditions, at the moment of its release, the author of the Textile grants the Museum a License according to the conditions and in a scope resulting from clauses 6.1–6.4 of the Terms and Conditions, with the stipulation that the Museum is entitled to the use of the Textile for all the Museum's statutory purposes and in all fields of exploitation known on the day when the Textile is released. Apart from that, as the license is granted, the exclusive right to allow the exercising of derivative copyrights for the Textile which was donated, in all the known fields of exploitation is transferred to the Museum.

7. Personal data

- 7.1. As the participant makes the Competition entry, he or she agrees to the Organizer processing his or her personal data provided in connection with the participation in the Competition, including the Submission Card, for purposes connected with conducting the competition and for purposes connected with organising the exhibition of competition entries as well as other Textile exhibitions. This includes the participant agreeing to making his or her personal data including full name, town or city and the country of residence as well as the information included in his or her Art Resume public in the case of his or her Textile being qualified for the second stage and if his or her Textile is awarded in the Competition.
- 7.2. According to Art. 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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) (hereinafter referred to as "GDPR"), the Organiser hereby provides the following information:
 - 7.2.1. The Gdynia City Museum with the seat in Gdynia, contact at the address: ul. Zawiszy Czarnego 1, 81-374 Gdynia (Poland), e-mail: sekretariat@muzeumgdynia.pl is the controller of the Competition participant's personal data.
 - 7.2.2. The Organizer has appointed the Data Protection Officer who can be contacted via email: iod@muzeumgdynia.pl or in writing to the address of the Gdynia City Museum with the note "Data Protection Officer".
 - 7.2.3. Personal data shall be processed for purposes connected with conducting the Competition, especially for: identifying the participant, marking the Textile, selection and

public announcement of the finalists and then the winner of the Competition as well as the laureates of the remaining prizes and special mentions, delivering the prizes and special mentions, sending the catalogue to the participants, return of the Textile (Art. 6 section 1 letter a of GDPR) ,for purposes connected with the License mentioned in clause 6 of the Terms and Conditions, for purposes connected with the donation mentioned in clause 3.12 of the Terms and Conditions (Art. 6 section 1 letter b of GDPR) and for purposes connected with potential pursue of claims or defence against claims resulting from this license or donation (Art. 6 section 1 letter f of GDPR).

- 7.2.4. Personal data will be processed during the Competition, the term of the License, and after its termination through the time connected with the expiry of the claims connected with the License of the donation and until the expiry of the obligation to retain data resulting from generally applicable legal regulations, including the retention of accounting documents.
- 7.2.5. The personal data may be provided to the entities which are entitled to obtaining personal data based on the legal regulations and contracts for service provision.
- 7.2.6. The provision of personal data is voluntary however it is necessary for participation in the Competition, including its necessity for granting the License and making the donation.
- 7.2.7. In the scope resulting from the legal regulations, including the GDPR, and subject to the exceptions, the participant of the Competition shall have the right to access his personal data, to correct it, delete it, to limit its processing, the right to transfer the data, the right to object and to lodge a complaint with the President of the Personal Data Protection Office in the case of a violation of the personal data protection regulations' violation.
- 7.2.8. Information concerning the processing of personal data is also available on Gdynia City Museum's website www.muzeumgdynia.pl

8. Final provisions

- 8.1. The Organiser shall not bear responsibility for postal, courier or email services used by the participants of the Competition, in particular, the Organiser shall not bear responsibility for potential damage or loss of the Textile during transport.
- 8.2. The Organiser shall not bear responsibility for damage caused by the participant of the Competition submitting wrong or illegible data or the lack of update of the data.
- 8.3. The Organiser will not bear responsibility for the acts or omissions of third parties connected with conducting the Competition.
- 8.4. The final decisions concerning the interpretation of the Terms and Conditions as well as in matters which are not regulated by the Terms and Conditions and are related to the Competition will be taken by the Organiser.
- 8.5. The Organiser reserves the right to change the Terms and Conditions which are applicable after their announcement on the Museum website www.muzeumgdynia.pl.
- 8.6. To matters not settled herein, the regulations of Polish law shall apply, including Civil Code and the Act of 4th February 1994 on Act on Copyright and Related Rights.

- 8.7. Appendix no. 1 "Submission Card" is an integral part of the Terms and Conditions.
- 8.8. The Terms and Conditions come into force on 30.03.2021. As of this day, the previously applicable Terms and Conditions of the international mini textile competition Baltic Mini Textile Gdynia cease to apply.