

## TERMS AND CONDITIONS OF THE COMPETITION

"Technology. Ecology. Human. Coexistence."

### I. Competition Organiser and Terms of Participation in the Competition

1. These Terms and Conditions (hereinafter: "Terms and Conditions") lay down the rules, scope and terms of participation in the competition "**Technology. Ecology. Human. Coexistence.**"

2. The Organiser of the Competition is:

**7R spółka akcyjna** with registered office in Kraków, ul. Ludwinowska 7, entered in the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS (National Court Register) number 0000379632, NIP (Tax Identification Number) 6772320831, REGON (National Official Business Register): 120812966, share capital PLN 23 887 354.00, paid up in the amount of 23 831 766.00,

hereinafter referred to as the "Organiser"

with cooperation of the **Academy of Fine Arts (*Akademia Sztuk Pięknych*) in Warsaw**, ul. Krakowskie Przedmieście 5; 00-065 Warsaw, hereinafter referred to as "ASP"

3. Entering into the competition equals acceptance of the Terms and Conditions of the Competition.

4. The Competition is addressed to students and graduates of the Academy of Fine Arts in Warsaw, not older than 35 - hereinafter: "Participant" or "Participants".

5. The Participants (authors of prize-winning and distinction-winning works) who will participate in the post-competition exhibition declare that they permit gratuitous, unconditional and unlimited in time use of the designs submitted as competition works (hereinafter: "Design" or "Designs") for information, marketing and promotional purposes, including but not limited dissemination by the Organiser in the following fields of use:

a) in the scope of dissemination of the Design through public performance, presentation, display, demonstration, broadcast and rebroadcast as well as public sharing of the Design in such a manner that any person can access it in the place and time chosen by them, including in ICT networks,

b) in the scope of recording and reproduction of the work - production of copies of the work with specific techniques, including printing, reprography, magnetic recording and digital techniques,

c) input in computer memory in unlimited numbers of copies,

d) placement of the Design copy and Design image in a permanent form on the market, including but not limited to reproduction of the work by the Organiser in catalogues (printed and electronic versions), leaflets, adaptations regarding expositions where it will be displayed; publication on the Internet, social media, etc.

6. The free nonexclusive, territorially unlimited licence for use of the Design by the Organiser for unlimited time will be granted when the registration of the Design in the competition is accepted.

7. The licence does not apply to issues related to Design implementation.

## **II. Competition Participants**

1. The Participants do not pay any fees for participation in the competition.

2. The Participants of the competition can be persons who:

a) are students or graduates of the Academy of Fine Arts in Warsaw, not older than 35,

b) submitted competition works according to the requirements referred to in Clauses IV and V of the Terms and Conditions of the Competition.

3. All Participants are obliged to provide true personal data: name, surname and the contact details specified in the registration form on the website of the competition at [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl). Providing untrue or incomplete personal data may result in disqualification from the competition.

4. The Participant of the competition can be one individual and a team composed of higher number of students/graduates (a maximum of three) who meet the requirements specified in Clause III.2.

5. The Organiser reserves the right to verify the data provided by the Participants of the competition.

## **III. Terms of Participation in the Competition**

1. The terms of participation in the competition include satisfaction of the requirements specified in Clause II.2 and provision of the Design meeting the requirements specified in Clause IV of these Terms and Conditions.

2. If prizes are won, the data of individuals: name and surname, can be published by the Organiser and ASP in the materials of the Organiser and/or ASP, in the media selected by the Organiser and/or ASP and on their website.

3. The Participants of the prized Designs agree that the Designs can be used in the fields of use specified in Clause I.5 in an unlimited scope by way of provision of the data of the Participant of the Design.

4. More than one Design can be sent for the competition (a maximum of 3 Designs in each category).

5. The Participants being creators of the Designs declare that a competition work registered in the competition is a result of their original creativity and does not contain any elements of studies protected by third party copyrights.

## **IV. Subject of the Competition and Form of Presentation of the Competition Work**

1. The subject of the competition is the preparation of a Design or a ready-made object relevant for the set topic and the preparation of a presentation of the Design in electronic form.

2. The competition task involves designing one of the following:

a. **Ergonomic seat in a green leisure area without a roof** for employees of a warehouse park of 7R SA. It is preferable for the seat to have an original form and for its shape to correspond to the human physiognomy and facilitate effective rest. The presentation of the Design of the seat must be prepared in electronic form, contain the description of the technology and materials and be sent through the registration form available at [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl). The seat must be reproducible and the technology of production and the materials must be suggested by the author. It is significant for the materials to be durable and eco-friendly: e.g. recyclable or coming from recycling, smog absorbing etc.

b. **Mural on a fire tank** in the area of the warehouse park of 7R SA. It is preferable for the mural to refer to the idea of respect for water resources. The presentation of the Design of the mural must be prepared in electronic form, contain the description of the technology and materials and be sent through the registration form available at [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl). The technology of production of the mural and the materials must be suggested by the author. It is significant for the materials to be durable and eco-friendly: e.g. biodegradable or anti-smog paints.

c. **Eco gadget** that can be given as a gift from 7R SA during business meetings. It is preferable for the object to be original and express the values of 7R SA, such as technology, eco-friendliness, architecture, functionality, dynamism. The object can be made in different technologies and from different materials. It can assume a two-dimensional form (e.g. a postcard, a banner or a sticker) and/or three-dimensional form (e.g. a small utility object or a sculpted object). The presentation of the Design of the eco gadget must be prepared in electronic form, contain the description of the technology and materials and be sent through the registration form available at [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl). The gadget must be reproducible and the technology of production and the materials must be suggested by the author. It is significant for the materials to be durable and eco-friendly: e.g. biodegradable, natural plastics etc.

3. The Designs of the competition works must be provided via the registration form on the website of the competition at [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl) in the form of electronic files, e.g. a visualisation of the Design, scans of drawings, a presentation or a video. The files must be sent in the jpg, pdf, mp4 or avi formats. The total maximum size of the sent files is 10 MB. The following fields must be completed in the registration form: titles of the design (up to 180 characters with spaces), description of the design (i.e. the description of the creative concepts along with technological assumptions such as the suggested production technology, up to 1000 characters with spaces), a biographical note of the author (up to 1000 characters with spaces), a photo of the author of the Design in the jpg format of up to 1 MB.

## V. Place and Date of Submittal of Competition Works

1. The place for submittal of the competition works is a dedicated website of [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl), to 15 April 2022.

2. The competition will be concluded by 30 April 2022.

3. The duration of the competition can be extended by the Organiser.

4. The Organiser reserves the right to bring forward the date of announcement of the competition results.

5. The competition works short of the requirements specified in the Terms and Conditions or submitted after the due date will not be evaluated.

## **VI. Competition Work Evaluation Criteria**

1. The works will be evaluated according to the following competition work Evaluation criteria:
  - originality and attractiveness of the Design,
  - pro-ecological nature of the Design,
  - promotional value,
  - cognitive value,
  - artistic value,
  - utility value,
  - feasibility of implementation.

## **VII. Jury**

1. The Designed submitted for the competition are evaluated by the Jury appointed by the Organiser of the competition and composed of the following:
  - Tomasz Lubowiecki - Founder and President of the Management Board of 7R SA
  - dr Katarzyna Dorocińska - Head of Marketing & Communication, 7R SA
  - Łukasz Jachna - Chief Capital Markets Officer, Member of the Board, 7R SA
  - prof. Prot Jarnuszkiewicz – Vice-Rector for External Relations and Promotion of the Academy of Fine Arts in Warsaw
  - prof. Tomasz Milanowski – Dean of the Faculty of Painting of the Academy of Fine Arts in Warsaw
  - dr hab. Bazyli Krasulak, associate professor – Dean of the Faculty of Interior Design of the Academy of Fine Arts in Warsaw
  - dr Magdalena Małczyńska-Umeda – Assistant Professor in the Laboratory of Visual Communication Fundamentals at the Faculty of Design of the Academy of Fine Arts in Warsaw
2. The Jury evaluates the competition works by the evaluation criteria specified in Clause VI of the Terms and Conditions of the Competition.
3. The Jury documents the course of the competition in a report containing, among other things, a list of winners and the type of prize awarded to individual winners.
4. The Jury can invite a subject-matter consultant for assistance in estimating the feasibility of implementation of the submitted Designs.
5. The Organiser reserves the right to change the composition of the Jury.

## **VIII. Prizes and Distinctions**

1. The Jury will award money prizes in 3 categories as well as distinctions:

Category No. 1: Ergonomic seat design

- 1<sup>st</sup> prize: PLN 15,000
- 2<sup>nd</sup> prize: PLN 10,000
- 3<sup>rd</sup> prize: PLN 5,000

Category No. 2: Fire tank mural design

- 1<sup>st</sup> prize: PLN 15,000
- 2<sup>nd</sup> prize: PLN 10,000
- 3<sup>rd</sup> prize: PLN 5,000

Category No. 3: 7R eco gadget design

- 1<sup>st</sup> prize: PLN 15,000
- 2<sup>nd</sup> prize: PLN 10,000
- 3<sup>rd</sup> prize: PLN 5,000

2. Distinctions are honorary only.

3. Distinguished works are the works which have not been awarded but will be presented on the website of the competition at [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl) and during the post-competition exhibition as part of the event of 7R Warehouse of art: Young art for the planet in the 7R's warehouse in Warsaw in IIQ 2022.

4. Under the Personal Income Tax Act, before the issuance of the prize to the laureate, the Organiser, as the payer of the flat-rate personal income tax, will calculate, collect and pay to the competent Tax Office the flat-rate income tax on the award of the prize amounting to 10% of the value of the prize. The tax will be collected by deducting it from the awarded monetary prize specified above. The laureate of the Competition undertakes to provide the Organiser with the data required for the settlement of the tax on the prize.

5. If a team of authors (composed of a maximum of 3 members) wins the competition, the prize received by the team in the amount specified in Clause VIII (depending on the category and prize) will be divided equally among the team members; in addition, under the effective provisions of the law, the tax will be collected by deducting it from the awarded monetary prize separately for each team member. Each member of the team of authors obliged undertakes to provide the Organiser with the data required for the settlement of the tax on the prize.

6. Any and all costs of participation in the ceremony of awards and distinctions are fully covered by the Participants of the works qualified for the competition on their own account.

7. The decision of the Jury as to the evaluation of the competition works is final and the Participants of the competition do not have the right to appeal. Submitting the Design for the competition, the Participants declare that they prepared the Design independently.

8. The Participant declares as follows:

a) the personal and proprietary copyrights he/she holds to the Design are not limited to encumbered with any third-party rights and the Design does not infringe any third-party rights;

b) he/she has not granted any exclusive or nonexclusive licence authorising to use the Design to any person;

c) he/she holds the exclusive right to permit disposal and use of the Design.

9. The rights and permissions referred to further on include all rights and permission required to use the Design in the scopes specified below.

10. If a third party asserts claims against the Organiser of the competition as a result of breach of his/her rights, the submitting party is obliged to:

a) join the proceedings (if the claims are sought in court) and take all actions in order to release the Organiser of the competition from participation in the case,

b) satisfy such claims in full and, thus, indemnify the Organiser on that account.

11. The Organiser reserves the right to conclude an agreement with the Participant of the competition, the main terms of which form Schedule No. 1, and to transfer on the Organiser any and all proprietary copyrights to the sent Design for a separate remuneration of up to PLN 15,000. The transfer of the proprietary copyrights will also include the right to exercise moral and derivative rights to the Design on the terms specified in the agreement.

12. The Organiser reserves the right to modify the Designs in terms of the manner of preparation of the work and the technology of production of the Design in cooperation with the Author.

13. The Organiser of the competition reserves that the prize in the competition does not equal implementation of the Design.

## **IX. Competition Conclusion**

1. The competition results will be announced on the Organiser's website at [www.7rwarehouseofart.pl](http://www.7rwarehouseofart.pl). The place and date of grant of the prizes will be announced by the Organiser on the above website on the day when the competition results are announced.

## **X. Competition Organisation**

1. Administrative office for the competition: 7R SA, Office in Kraków, ul. Bonarka 8, 30-415 Kraków, e-mail address: [konkurs@7rsa.pl](mailto:konkurs@7rsa.pl), telephone number: +48 884 282 672.

Every Participant of the competition can ask the Organiser of the competition for explanation of the content of the Terms and Conditions of the Competition. Requests are to be sent at least 5 days before the expiry of the due date for submittal of the competition works.

## **XI. Personal Data**

1. Joint controllers of the personal data of competition Participants are:
  - 7R SA with registered office in Kraków, ul. Ludwinowska 7. The Data Protection Officer can be contacted at: 7R SA, ul. Bonarka 8, 30-415 Kraków, e-mail: [administrator.rodod@7rsa.pl](mailto:administrator.rodod@7rsa.pl)
  - Academy of Fine Arts in Warsaw, ul. Krakowskie Przedmieście 5; 00-065 Warsaw. The data protection officer of the Academy of Fine Arts in Warsaw can be contacted at the following e-mail address: [iodo@asp.waw.pl](mailto:iodo@asp.waw.pl).
  
2. The personal data will be processed under a voluntary consent (performance of the competition) – Art. 6(1)(a) of GDPR, obligation arising from the provisions of law (accounting and fiscal purposes) – Art. 6(1)(c) of GDPR, and legitimate interest of the Data Controller, namely defence against any claims – Art. 6(1)(f) of GDPR.
  
3. Provision of the data is voluntary but required for participation in the competition. Refusal to provide the data prevents participation in the competition, including the receipt of the Prizes.
  
4. The Participant can withdraw his or her consent at any time, which will not affect the lawfulness of the processing carried out before such a withdrawal.
  
5. The data of the Participants will be stored throughout the duration of the competition and settlement and the period of assertion of claims related to participation in the competition.
  
6. The Data Controller can entrust the processing of the personal data in connection with the performance of the competition to other entities, including but not limited to the entities providing technical support of the competition.
  
7. Every individual can request from the Controller access to and rectification or erasure of your personal data or restriction of processing of your personal data or their portability. Every individual can object to data processing and lodge a complaint with a supervisory authority.
  
8. The personal data will not be used for automated decision-making, including profiling.
  
9. The personal data will not be transferred to entities from outside of the European Economic Area or to international organisations.

## **XII. Final Provisions**

1. The Organiser reserves as follows:
  - a) they do not accept liability for the following, affecting the correctness of registrations: errors, omissions, theft, destruction, replacement, unauthorised access to registrations, loss of registrations or their late delivery to the Organiser, caused by circumstances beyond the control of the Organiser.
  
  - b) they do not accept liability for events preventing proper performance of the competition which they could not predict or prevent, including but not limited to fortuitous events, including force majeure. The Organiser reserves the right to amend these Terms and Conditions and to end the competition early without providing reasons in the case of amendment to provisions of law or other significant events affecting the organisation and performance of the competition. If the competition

is invalidated or cancelled, the Participants of the competition do not have any claims towards the Organiser in this respect.

2. Submitting their competition work, the Participant declares that they consent to participation in the competition on the terms prescribed in the Terms and Conditions of the Competition and that they to fully accept the provisions of the Terms and Conditions and its Schedules.

3. The winner can use the information on the granted title for promotion and information about their own artistic and professional achievements.

4. Any and all matters not regulated by these Terms and Conditions shall be adjudicated by the Jury of the competition.



## SCHEDULE NO. 1 TO THE TERMS AND CONDITIONS OF THE COMPETITION

### AGREEMENT OF TRANSFER OF PROPRIETARY COPYRIGHTS

concluded in Warsaw on ..... by and between:

**7R spółka akcyjna** with registered office in Kraków, ul. Ludwinowska 7, entered in the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS (National Court Register) number 0000379632, NIP (Tax Identification Number) 6772320831, REGON (National Official Business Register): 120812966, share capital PLN 23 887 354.00, paid up in the amount of 23 831 766.00, represented by Tomasz Lubowiecki - President of the Management Board

hereinafter referred to as the "Acquirer"

and

.....

hereinafter referred to as the "Author"

hereinafter jointly referred to as the "Parties" and individually as the "Party".

Whereas:

1. The Acquirer is the organiser of the Competition "**Technology. Ecology. Human. Coexistence**" hereinafter referred to as the "Competition";
2. The Author participated in the Competition;
3. Under Clause VIII. 11 of the Terms and Conditions of the Competition, the Author's competition work was qualified for implementation and, thus, the Author is obliged to conclude with the Acquirer the agreement the main assumptions of which were known to the Author prior to entering the Competition;
4. Entering the Competition, the Author consented to participation in the Competition on the terms prescribed in the Terms and Conditions of the Competition and declared to fully accept the provisions of the Terms and Conditions and its Schedules, including this Agreement. Additionally, the Parties confirm that the Terms and Conditions of the Competition apply to this Agreement.
5. Now, therefore, 7R SA undertakes to implement the Design proposed in the Competition.

The Parties agree as follows:

#### § 1

1. The Author transfers to the Acquirer the proprietary copyrights to the Work, to use it and to dispose of it without limitations, in compliance with the provisions hereof, in all fields of use, including:

a) in the scope of recording and reproduction - recording and storage on all carriers and in all recording formats, input in computer memory and other IT data carriers, production and

reproduction with all techniques, including magnetic, photosensitive, audio-visual, digital, optical, printing and computer recording techniques,

b) in the scope of trade in the original or copies the Work is recorded on - placement on the market of record carriers of all types, including but not limited to CDs, DVDs, Blue-rays as well as publications issued based on the Work or using it, with no territory limitations, letting for use, rental, lending of the original or copies of the Work;

c) in the scope of dissemination of the Work and its copies - input of Work records in computer memory and computer network servers, including those generally available, such as the Internet, and sharing them with the users of such networks;

d) in the scope of dissemination of the Work through public performance, presentation, display, demonstration, broadcast and rebroadcast as well as public sharing of the work in such a manner that any person can access it in the place and time chosen by them;

e) reproduction of Work copies, dissemination with the technique chosen by the Organiser for the purposes specified in the Terms and Conditions of the Competition;

f) transfer or transmission of Work recordings between computers, servers and users, other recipients, with any means and techniques.

2. If a new field of use is invented in connection with the use of the Work, unknown or unused at the time of conclusion of the Contract, the Author shall transfer the rights in the new field to the Acquirer upon its notification of origination of such a field and the Acquirer's intention to use it as part of exercise of the rights this Agreement regards, with no additional remuneration in excess of the remuneration received hereunder.

3. Along with transfer of the copyrights to the Work to the Acquirer, the Author transfers to the Acquirer the exclusive right to permit exercise of the derivative copyright to the Work, understood as the right to use and dispose of the Work adaptations as well as the right to grant permission to use and disposal of the Work adaptations in the fields of use specified in Clause 1.1.

## § 2

1. The Acquirer shall make the decision, in accordance with the objectives of the Competition and in agreement with the Author, on the size and material used to produce copies of the Work if different than provided for in the competition design.

2. The Author consents to use of his/her name, surname, image, biographic data by the Acquirer or persons appointed by it in connection with informing about the Work and/or its promotion and advertising.

3. In the scope of personal copyrights, the Author resigns from exercising personal copyrights and author's supervision towards the Acquirer and entities using the Work, its elements, fragments or adaptations based on the Acquirer's consent. The above includes using the Work without crediting the Author.

4. The Acquirer can transfer the acquired rights or obtained consents and permissions, in full or in part, to any third parties, including as part of contracted works, under a licence, sublicense, consents and authorisations.

5. In exchange for the remuneration provided for herein, the Acquirer acquires, upon release, the ownership title to the carriers supplied by the Author by means of the Work is handed over to the Acquirer.

6. The Author can make references to the Acquirer and use the business name and trademark of the Acquirer in his/her promotional and marketing materials and can use the materials referred to in the Agreement for his/her own reasonable promotional and marketing purposes, only and exclusively with presentation of such materials to other clients and investors. Furthermore, the Author can publish information in the media regarding cooperation with the Acquirer and its scope, but such press materials shall each time require prior written acceptance of the Acquirer. Exercising the above rights by the Author is not in breach of the proprietary copyrights or licences acquired by the Acquirer hereunder.

### § 3

1. In consideration for transfer of the Author's proprietary copyrights to the Work to the Acquirer, for the permission for exercise of the derivative copyrights by the Acquirer and for the hand-over of the carriers on which the Work is recorded, the Author shall be entitled to the Remuneration amounting to net PLN 15 000.

2. The Remuneration shall be paid within 14 days to the bank account specified by the Author, based on the receipt/invoice issued by the Author.

3. The transfer of the Author's proprietary copyrights to the Work, transfer of derivative rights as well as hand-over of the carriers on which the Work is recorded to the Acquirer shall take place upon payment of the Remuneration referred to in Clause 3.2. The parties declare that the Remuneration referred to in Clause 3.1 above is the full and final remuneration of the Author for creation of the Work and for its use hereunder. Neither the Acquirer nor any third party exercising the rights to the Work is obliged to make any payments to the Author in excess for those prescribed under the commonly governing law. The Remuneration includes remuneration for use of the Work by the Acquirer and its legal successors in its rights in the country and abroad.

### § 4

1. The Author declares that:

a) the personal and proprietary copyrights he/she holds to the Work are not limited to encumbered with any third-party rights and the Design does not infringe any third-party rights;

b) he/she has not granted any exclusive licence authorising to use the Design to any person;

c) he/she holds the exclusive right to permit disposal and use of the Design.

2. The rights and permissions referred to in Clause 1 include all rights and permission required to use the Work.

3. If a third party asserts claims against the Acquirer as a result of breach of his/her rights, the Author shall:

a) join the proceedings (if the claims are sought in court) and take all actions in order to release the Acquirer from participation in the case,

b) satisfy such claims in full and, thus, indemnify the Acquirer on that account.

§ 5

The Controller of the personal data is 7R SA with registered office in Kraków, ul. Ludwinowska 7. The data protection officer can be contacted at the following e-mail address: [administator.rodos@7rsa.pl](mailto:administator.rodos@7rsa.pl). Under Art. 6(1)(b) and (c) 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 (O.J. EU L 119 of 04.05.2016), the Acquirer processes the personal data for the purpose of performance of the Agreement and satisfaction of the legal obligation imposed on the Acquirer. Detailed information regarding processing of personal data by the Acquirer can be found on the following website: [www.7rsa.pl/polityka-prywatnosci](http://www.7rsa.pl/polityka-prywatnosci)

§ 6

1. The contact person for the purpose of Agreement performance is:

for the Acquirer – Anna Dudek, [anna.dudek@7rsa.pl](mailto:anna.dudek@7rsa.pl), +48 884 282 672

for the Author – .....

2. Change of the above persons is not an amendment of the Agreement and requires effective notification of the other Party.

3. All amendments of the Agreement must be made in writing or else shall be null and void.

4. The Parties shall aim at amicable resolution of all potential disputes arising from performance of the Agreement. In case of failure to reach an agreement, the dispute shall be resolved by the Court proper for the registered office of the Acquirer.

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Author

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Acquirer