

## TERMS & CONDITIONS

### PREAMBLE

Allegro Prize 2021 aims to support and promote visual arts by identifying new talent, providing financial support to the most talented artists and giving them the opportunity to showcase their work on an unprecedented scale.

As a result, art enthusiasts, curators, collectors and gallery owners from all over the world can view the works of visual artists.

The Organiser will treat all Participants of the Competition in a fair, equal and transparent manner. The Organiser will not discriminate against any Participant for any reason.

The Organiser is responsible for overseeing the Competition in accordance with the Rules hereby formulated by the Organiser.

### 1. DEFINITIONS.

1.1. Founder — Allegro.pl sp. z o.o. with its registered office in Poznań, ul. Grunwaldzka 182, 60-166 Poznań, entered in the register of entrepreneurs of the District Court Poznań — Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number: 0000635012, share capital: 33.016.950,00 PLN, NIP (tax identification number): 525-26-74-798, REGON (national business registry number): 365331553;

1.2. Organiser — Contemporary Lynx Limited with its registered office at Flat 6, 1 Prince Edward Road, E9-5NP London, UK, registered in the UK as a Company Limited by Guarantee, with company number 8858901 and UTR number (Company Unique Taxpayer Reference): 2323927999;

1.3. Juror — a natural or legal person who is a member of the Jury chosen by the Organiser who selects the winners and award winners of the Competition together with the other Jurors;

1.4. Competition — Allegro Prize 2021;

1.5. Rules — these Terms & Conditions;

1.6. Competition website — [www.allegroprize.pl](http://www.allegroprize.pl) or [www.contemporarylynx.co.uk/allegroprize](http://www.contemporarylynx.co.uk/allegroprize)

1.7. Participant — any adult person who submitted their application. Participants of the Competition may include artists who are students or graduates of the academies of fine arts or other art schools, as well as artists with no educational background and degree in the arts who have documented artistic activity. The Organiser does not impose any age or territorial restrictions with regard to Competition Participants;

1.8. Submission — a Competition entry prepared in accordance with the Rules, which includes the Participant's portfolio, their contact details, required consent forms and, in the case of a submission made by a third-party, appropriate documentation confirming one's authority to act on behalf of the Participant.

### 2. SUBMISSION.

2.1. The Participant makes a Submission either by completing the form and attaching the required documentation on the Competition Website or by sending the Submission via e-mail to [allegroprize@contemporarylynx.com](mailto:allegroprize@contemporarylynx.com) with the subject line 'ALLEGRO PRIZE 2021\_SUBMISSION.'

2.2. The Participant shall not send their Submission through both channels unless the Organiser provides their explicit consent for them to do so.

2.3. The Submission sent via the form shall include:

2.3.1. Filled-out fields concerning the Participant's personal information, i.e. full name, city, country and the Participant's e-mail address;

2.3.2. Attached file with the Participant's portfolio which meets the requirements specified below;

2.3.3. In the case of a Submission made by a third party, a statement of the Participant's authority to



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act on behalf of the Participant and a statement of the Participant confirming that the artist has agreed to participate in the Competition (ticked checkbox). Furthermore, the third party enrolling the Participant is obliged to forward the information clause to the Participant without undue delay;

2.3.4. Consents, the granting of which is voluntary, but at the same time necessary for the acceptance of the Submission. The consents refer to one's acceptance of the Terms and Conditions (ticked checkbox);

2.3.5. Consents that are voluntary and are not necessary for the Submission to be deemed as placed correctly (ticked checkbox).

2.3.6. The Submission is confirmed by pressing the button called 'Submit' that delivers the Submission to the Organiser.

### 2.4. Submission by e-mail:

2.4.1. The e-mail with the Submission shall contain the following personal information of the Participant: full name, city, country and the Participant's e-mail address.

2.4.2. The following documents shall be attached to the e-mail:

a) A file with the Participant's portfolio which meets the requirements specified below;

b) A file containing a scan of the signed acceptance of the Competition Rules, as well as the optional consent to receive commercial information (file titled '**Artist's Consent**' can be downloaded from the Competition Website);

c) In the case of a Submission made by a third party, also a file containing a scan of the signed acceptance of the Competition Rules, documentation confirming the third party's statement of authority to act on behalf of the Participant and the Participant's or artist's statement that the artist has agreed to participate in the Competition (file titled '**3<sup>rd</sup> Party Statement**' can be downloaded from the Competition Website), as well as a scan of the optional consent to receive commercial information. Furthermore, the third party enrolling the Participant is obliged to forward the information clause to the Participant without undue delay;

d) Files containing a photograph of the abovementioned signed documents will also be accepted provided that they are deemed legible solely by the Organiser;

2.4.3. The required documents referred to above are available for download on the Competition Website.

2.4.4. In the event of errors in the Submission, the Organiser, in its sole discretion, may contact the Participant with information about any errors that prevent or impede the assessment of the Submission and may give the Participant additional time to amend the Submission.

2.4.5. Participants who are qualified for Stage II are obliged to send the Organiser their correspondence address and photographs within 5 business days after receiving information that their Submission has been qualified for Stage II of the Competition.

2.5. Participation in the Competition is free of charge.

## 3. PORTFOLIO.

3.1. The portfolio should meet the following general requirements:

3.1.1. The works included in the portfolio shall solely constitute a manifestation of the Participant's creative activity. Any work which was not created by the Participant shall not be included in the portfolio. If the portfolio does contain any work that is not a manifestation of the Participant's creative activity, the Participant will be excluded from the Competition. In the case of co-authored works, Submission into the Competition can only take place with the prior consent of the work's other co-authors. By including such work in the portfolio, the Participant declares that such consent has been given by its other co-authors.

3.1.2. The portfolio shall contain at least 3 works of the Participant and no more than 30 works in total.



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3.1.3. The portfolio file shall contain a short descriptive biography of the Participant (maximum 5-6 sentences) which will include: details of their education, artistic activities and a list of major exhibitions, scholarships and art residencies. A biography shall not be submitted in the form of a separate document.

3.1.4. The portfolio file shall contain reproductions of works, i.e. photographic documentation of one's pieces.

3.1.5. The portfolio file shall contain descriptions of works, information about the technique and the Participant's comments on their nature.

3.1.6. The portfolio file may also contain links to websites or videos. The inclusion of faulty or disabled links may result in the situation when some submitted works, especially multimedia, will not be viewed by the jury members due to a technical error.

3.2. Technical requirements:

3.2.1. The entire portfolio mentioned above shall be submitted as a single file with a .pdf extension.

3.2.2. The size of the portfolio file shall be under 10MB. The number of pages within the portfolio file shall not exceed 30 pages in total.

3.2.3. The file shall be named according to the following template: first name\_surname\_portfolio.

3.3. Any portfolio which fails to meet either of the criteria specified in point 3.1 or 3.2 of the Competition Rules, and especially any portfolios submitted solely in the form of a website link, will be rejected outright by the Organiser.

#### 4. COMPETITION STAGES.

4.1. The Competition consists of the following stages:

4.1.1. Submission of competition entries as specified above.

4.1.2. Stage I:

a) An initial selection of the submitted entries which involves a subjective evaluation of the Submissions by the jury members based on their knowledge, experience and achievements in the arts;

b) The jury selects 30 Submissions that will qualify for Stage II specified below;

c) The decision to qualify the Participant for Stage II is binding and final and is not subject to an appeal;

d) The jury members of Stage I include representatives of the Organiser and the Founder.

Furthermore, the selection process at Stage I of the Competition shall be overseen by a party independent from the Organiser;

e) The shortlist of thirty selected artists will be posted on 12-16 November 2021 on the Organiser's and Founder's websites and their respective social media channels. In addition, this information may be published in the press, collaborating institutions or partners;

f) Participants whose Submissions have been shortlisted will be informed individually of that fact via e-mail.

4.1.3. Stage II:

a) The selection of winners and award winners of the Competition: one Main Award for the winner of the Competition, one Second Award for the Participant who took the second place in the Competition, one Third Award for the Participant who took the third place in the Competition and ten honorary mentions (referred to as 'award winners');

b) The selection of winners and award winners is based on a subjective evaluation of the Submissions by the jury members based on their knowledge, experience and their artistic achievements or achievements in the visual arts.

c) The jury of Stage II of the Competition is composed of Natalia Siewiczyk, Valeria Napoleone,



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Andrzej Chyra, Rafał Milach, Jacek Weichert, Dobromiła Błaszczyk and Sylwia Krasoń;

d) The decision on the selection of the winners and award winners is binding and final and is not subject to any complaint;

e) The list of winners and award winners of the Competition will be published on the Organiser's and Founder's websites and respective social media channels. In addition, this information may be published in the press, collaborating institutions or partners;

f) The Participants who are the winners and award winners of the Competition will be informed of that fact individually via e-mail.

### 5. COMPETITION DATES.

5.1. The competition starts on 8 June 2021.

5.2. Deadline for submission of entries: 28 September 2021 (CET), whereby the time of delivery of the Submission on the Organiser's server is deemed decisive, not the time of dispatch. Submissions received after this deadline will not be taken into consideration.

5.3. Completion of Stage I and announcement of the list of Participant eligible for Stage II of the Competition: 12-16 November 2021.

5.4. Completion of Stage II and announcement of the list of winners and award winners of the Competition: 7 December 2021.

### 6. AWARDS.

6.1. Stage I — the award for qualifying for Stage I of the Competition is a copy of the Contemporary Lynx Magazine delivered to a designated address.

6.2. Stage II:

a) Main Award: 35.000,00 PLN, an article written by the editors of Contemporary Lynx featured in the Contemporary Lynx Magazine 1(17)2022 and on the Founder's website, an annual subscription to the print edition of the Contemporary Lynx Magazine delivered to a designated address.

b) Second Award: 10.000,00 PLN, publication of the winner's works selected by the Organiser in the Contemporary Lynx Weekly Online and on the Founder's website; an annual subscription to the print edition of the Contemporary Lynx Magazine delivered to a designated address.

c) Third Award: 5.000,00 PLN, publication of the winner's works selected by the Organiser in the Contemporary Lynx Weekly Online and on the Founder's website; an annual subscription to the print edition of the Contemporary Lynx Magazine delivered to a designated address.

d) Honorary Mentions awarded to ten artists: publication of the winners' works selected by the Organiser in the Contemporary Lynx Weekly Online, the magazine's newsletter, in the social media (Facebook, Instagram, Twitter, Pinterest); one copy of the current issue of the Contemporary Lynx Magazine delivered to a designated address.

6.3. The awards are funded by Allegro.pl sp. z o.o. The cash prizes will be paid by the Organiser on behalf of the Founder.

6.4. In order to issue the cash prizes specified in point 6.2. a), b) and c) of the Competition Rules, the Organiser shall contact the winners within 30 days of the announcement of the results of Stage II in order to discuss the manner of handing over the prize. Cash prizes will only be issued by bank transfer to the bank account number provided by the winners.

6.5. If the obligation arises to settle the flat-rate income tax on the prizes awarded in the Allegro Prize Competition, the Founder of the cash prizes shall award the winner an additional sum of money to cover the tax which corresponds to the tax due on the prizes received from the Founder. Tax will be settled by the Founder who will deduct the additional sum from the total award value and settle the tax with the Tax Office. A prerequisite for the receipt of the prize is the provision of the winner's details required for the correct



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completion and the signature of the **Award Acceptance Protocol** for the purpose of personal income tax settlement (Appendix 1 to the Competition Rules).

6.6. The cash prizes will be paid within 30 days of the day on which the Organiser receives from the winner all the information necessary for making a wire transfer.

6.7. In the case of winners from countries other than Poland, a prerequisite for the receipt of the prize is their submission of a tax residency certificate to the Organiser.

6.8. The Founder is the sponsor of the cash prizes. The Organiser is responsible for the payment of the cash prizes.

### 7. COPYRIGHT.

7.1. The Participant, upon submitting their entry to the Competition, grants to the Organiser and Founder a non-exclusive license to the works included in the Submission, i.e. photographs of the author's works, pursuant to the Act of 4 February 1994 on Copyright and Related Rights (hereinafter referred to as the 'Act')

7.2. The licence is granted for an unlimited territorial area.

7.3. The licence is granted for an indefinite period of time.

7.4. By accepting the Competition Rules, the Participant declares that:

7.4.1. they own the author's economic rights and are authorised to dispose of the works;

7.4.2. the works are not encumbered by third party rights;

7.4.3. in the case of works created with other persons, these persons have consented to the inclusion of the works in the Competition Submission and to the granting of this licence.

7.5. The licence is granted in the following fields of exploitation:

7.5.1. in terms of recording and multiplying the works — making copies using digital techniques in order to distribute the works to the Competition Jury, posting their photographs on the websites and social media profiles of the Organiser and the Founder, as well as in the press magazine published by the Organiser, with the sole aim to promote and provide information about the Competition;

7.5.2. dissemination of works — entering works into computer memory, placing them in printed materials (press magazine published by the Organiser) and on the Internet, websites and social media profiles of the Organiser and the Founder, with the sole aim to promote and provide information about the Competition, as well as deliver the works to the Competition Jury;

7.6. The Participant takes full responsibility for infringement of third party rights. Should a third party assert claims against the Organiser and/or Founder, the Participant undertakes to indemnify the Organiser and/or Founder to the fullest extent permitted by law. Upon receipt of notification of a claim, the Participant shall, if possible, join the pending dispute or settlement negotiations and, in the event that the claim is recognised by a court in a final judgment, reimburse the Organiser and/or the Founder for any penalties or damages imposed in relation to the infringement of third party rights. In the event of a settlement, the Participant shall reimburse the Organiser and/or the Founder for the amount agreed in the settlement.

7.7. The works will not be used for any purpose other than the ones mentioned in the Competition Rules.

7.8. In particular, all winning entries will be published on the Founder's and Organiser's websites.

7.9. Each Submission becomes part of the archived online 'catalogue' of the Competition accessible only to the Organiser. It can be removed at a later date upon the Participant's request.

7.10. Any use of the works included in the Submission that is not covered by the licence will be consulted with the Participant.

### 8. HANDING OVER THE WORK.

8.1. The winner of the Competition undertakes the transfer of ownership, possession and copyright of the work included in the Portfolio submitted to Competition to the benefit of the Founder. The work in question shall be selected by the Participant.



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8.2. The work will be included in the art collection of the Founder.

8.3. In order to fulfil the abovementioned obligation, the winner and the Founder will conclude a separate agreement after the announcement of Stage II results. The terms and conditions of the work's handover will be discussed during contract negotiations. Furthermore, the Founder undertakes to cover the transport and insurance costs of the work.

8.4. The Founder is entitled to unilaterally relinquish ownership of the work. If such a case arises, they are obliged to inform the winner of that fact. This obligation shall expire 2 years after the announcement of the results of Stage II of the Competition.

## **9. MEDIA OBLIGATIONS.**

9.1. The winner of the Competition is obliged to give an interview to the editor of Contemporary Lynx no later than 2 months after the results of Stage II are announced.

9.2. Within 2 months of the announcement of the results of Stage II, the winner undertakes not to refuse, without good reason, other press interviews or public appearances in the media.

## **10. COMPLAINTS.**

10.1. Any complaints related to the Competition can be made by sending an e-mail to [allegroprize@contemporarylynx.com](mailto:allegroprize@contemporarylynx.com).

10.2. The complaint should contain the name, surname and return e-mail address of the Participant. In addition, the complaint should specify the type of inconsistency and one's expectations regarding the fulfilment manner of obligations assumed by the Organiser.

10.3. The Organiser shall respond to the complaint immediately, no later than within 21 calendar days. The answer of the Organiser to the complaint shall be sent to the e-mail address provided by the Participant or delivered in another manner specified by the Participant.

## **11. FINAL PROVISIONS.**

11.1. The laws of England and Wales shall govern the Competition Rules.

11.2. The Organiser shall not be responsible for the incompleteness, unsuitability, destruction or loss of the Submission, which may result in the Submission being deemed ineligible for the Competition. Furthermore, the Organiser shall not be liable for any human error or technical issues related to computer equipment, software or the Internet connection that result in the entry not being considered, the Competition's limitation or impossibility of its continuation.

11.3. The Organiser is entitled not to select the winner of the Competition and only to name 10 award winners of the Competition.

11.4. The Organiser shall be entitled to suspend or terminate the Competition in whole or in part at any time, for any reason, without awarding any prizes.

11.5. The Organiser is entitled to change the Competition Rules, including the terms of the Competition, at any time, without giving any reason. In the event of changes to the Competition Rules, the Organiser will inform the Participants of their amendment via e-mail.

## **Attachments to the Terms & Conditions:**

Attachment 1 — Award Acceptance Protocol

