

## Appendix 2 to the Competition Regulations

### PROVISIONS OF THE FUTURE CONTRACT CONCERNING THE TRANSFER OF COPYRIGHTS TO A SELECTED WORK, INCLUDING A SPECIFICATION OF THE FIELDS OF EXPLOITATION OF THE COMPETITION DESIGNS

#### SECTION I

#### TRANSFER OF RIGHTS BY THE COMPETITION PARTICIPANT AND FEE

1. For the fee payable as part of the 1<sup>st</sup> Cash Prize awarded to the Competition Participant in the Competition for development of architectural concept for the European Film Center CAMERIMAGE building in Toruń, pursuant to the provisions of the Act of 4 February 1994 on copyrights and derivative rights [hereinafter: “**Copyrights**”], the Competition Participant shall transfer onto the Organizer:
  - 1) all copyrights to the works within the meaning of Copyright Law, created by the Competition Participant or any parties working for the Competition Participant in connection with participation in the Competition, and particularly to the Study and;
  - 2) the right to exercise derivative rights to the works within the meaning of Copyright Law, created in connection with participation in the Competition by the Competition Participant or any parties working for them in connection therewith, and particularly to the Competition Study,  
[hereinafter jointly referred to as the: “**Work**”]
  
2. The transfer referred to in item 1 above shall include the right to use and dispose of the Work within the scopes and in all fields of exploitation listed in article 50 of the Copyright Law, and particularly to:
  - 1) use by the Organizer for any purposes related to the Investment, particularly to use in the Terms of Reference for the Investment, for construction, sales and implementation of the investment,
  - 2) place the original or copies of the work, on the market, lend or let the original or copies of the work,
  - 3) repeatedly publish, share and make the work available (the original or copies) in whole or in part to third parties,
  - 4) disseminate in a manner other than the above - publicly perform, present, show, display, reproduce and broadcast and re-broadcast, and make the work publicly available in such a way that everyone can have access to it in a place and time chosen by them, including also by means of the Internet connections and connections based on mobile telecommunications technologies (including placing it on the Organizer’s website and other internal networks of the Organizer),
  - 5) distribute the work, in particular to display it and make it publicly available in the mass media,

- 6) capture and reproduce it by any possible technique in an unlimited number of copies, including printing, reprographics, magnetic recording and digital techniques on all known carriers,
  - 7) digitize it, re-enter and save it in a computers' memory multiple times,
  - 8) use and dispose of the derivative copyright to the work in the scope mentioned above, including the use in whole or in part, also by connecting it with other works, developing it by adding various elements, updating, modifying, translating it into various languages.
  - 9) with respect to fixation of the Work on any carrier, regardless of the system standard and format;
  - 10) within the scope of multiplication of the Work - making copies of the Work using any technique, including print, reprography, magnetic record and the digital technique, including for use as industrial property, including as trademarks, industrial designs and company designations;
  - 11) within the scope of trading the original or copies on which the work was recorded - marketing, lending for use or the lease of the original or copies, on which the Work was fixed, both in the country and abroad;
  - 12) within the scope of distribution otherwise than specified above - public performance, presentation, screening, playing, as well as broadcast and re-broadcast, as well as any public rendering of the Work in a manner that anyone can have access to it in a place and time of their choice, including on the Internet and using other ICT services, on digital platforms, by introduction to electronic trading, placement in computer resources, use during public presentations, transfer using means of image or sound transmission, fixation on any carriers known on the effective date of the Contract (e.g. on pendrives), copying with the use of adequate digital technique, distribution of the Work, lending of copies of the Work.
3. As at the transfer of the aforementioned rights to the Work to the Organizer, the Competition Participant shall transfer onto the Organizer the right to exercise derivative rights to the Work (i.e. the right to translate, modify, adapt, study, change and update) in all fields of exploitation specified in the Contract (and listed in item 2 above), and shall transfer onto the Organizer the exclusive right to license the exercise of copyrights. The Organizer shall be entitled to transfer the acquired copyrights to the Work onto other entities, without any limitations and shall have the right to decide on the commencement of distribution of the Work, as well as on the forms and duration of its distribution. The transfer of copyrights and derivative rights to the Work shall also include the right to use, derive benefits and dispose of any compilations of the Work made by Competition Participants at the request of the Organizer or the Competition Jury, or at the consent of the Organizer and without the need to obtain consent from the Competition Jury.
  4. The above transfer of rights and transfer of ownership right to copies of the Work shall take place as at the execution of this Contract.
  5. The transfer of the rights referred to above shall not be limited in terms of their distribution, nor in terms of time or territoriality, and these rights may be transferred onto other entities without any restrictions.

**SECTION II  
STATEMENTS OF THE PARTIES**

1. The Competition Participant hereby declares that as at the transfer of the Work, they are in possession of full copyrights to the Work and all of its elements, and that the Organizer shall thus be entitled to full copyrights and derivative rights to the Work.
2. The Competition Participant hereby declares that these rights shall be free of any legal defects, third party rights or claims, and shall particularly not be the subject of use, lease, license, and no other entity shall be entitled to exercise any preemptive right or any similar rights. The Competition Participant shall further undertake not to commit with any third parties to dispose of the said rights in any part thereof.
3. The Parties hereby agree that the said transfer of copyrights within the scope specified in the Contract shall be without prejudice to any moral rights of the Competition Participant to the Work. The Participant shall have the right to mark the Work with their full name.
4. The transfer of copyrights to the Work or any of its parts shall assume the transfer of ownership right to the carrier, on which the Work or its part was fixed, onto the Organizer.
5. As at the transfer of the rights referred to in this Contract, the Competition Participant - as part of their Fee - shall grant the Organizer all licenses which are deemed necessary for the correct and legal use of any Works for which, for legal reasons, it is not possible to transfer copyrights or derivative rights, and which were used in the performance of the Subject of Contract, both authored by the Competition Participant and with reference to third party Works, within the fields of exploitation stated in the Contract (listed in § 1 item 2 above).
6. In connection with the conclusion of this Contract, the Organizer shall be entitled to enter into agreement for the detailed compilation of the competition study (the Work) with a third party holding an adequate license.
7. The Participant shall have the right to provide design author's supervision services according to separate rules (a contract for design author's supervision services). If the Parties do not enter into a contract for design author's supervision for reasons attributable to the Participant, the Participant shall authorize the Organizer to entrust another licensed designer with design author's supervision on their behalf.

**SECTION III  
OBLIGATIONS OF THE COMPETITION PARTICIPANT**

1. With any doubts as to the scope of copyrights vested in the Competition Participant, the Participant undertakes to immediately provide the Organizer, without any additional request, the written statements of all persons being the creators or co-creators of the Work or its individual parts, stating their consent and undertaking to fulfill the obligations stated in this Contract, while accepting that this will be done without the right to any compensation from the Organizer. The Competition Participant hereby declares, ensures and warrants that the statements of creators and co-creators of the Work will be provided by all creators and co-creators of the Work, and therefore that no other parties shall be entitled to any moral rights to the Work.
2. The Competition Participant undertakes to obtain and present to the Organizer all possible documentation confirming that they are in possession of copyrights and derivative rights to works

created as part of the performance of the Contract.

3. The Parties shall immediately notify one another of any intellectual property infringement claims, including any claims pertaining to the copyrights to the Work, made against them by third parties, and which could potentially affect the performance of the Contract.
4. If the Work is found to have legal defects, the Competition Participant shall accept all possible third party claims, indemnifying the Organizer under article 392 of the Civil Code and bearing all costs incurred in connection therewith, including all and any costs incurred in connection with defending the Organizer from these claims.