

REGULATIONS OF AURORA – THE DRAMA AWARD OF THE CITY OF BYDGOSZCZ

§1 Organizers of the competition

1. The Regulations, hereinafter referred to as the “**Regulations**”, set out the rules for conducting the international drama competition for the AURORA - the Drama Award of the City of Bydgoszcz (hereinafter the “**Competition**”). The Regulations are available at www.auroraaward.pl.
2. The aim of the AURORA - the Drama Award of the City of Bydgoszcz is to select the best drama by an author from the following countries: Poland, Russia, Ukraine, Belarus, Lithuania, Latvia, Estonia, Finland, Georgia, Armenia, Hungary, Czech Republic, Slovakia, Albania, Croatia, Serbia, Bosnia and Herzegovina, Moldova, Romania, Macedonia, Slovenia, Bulgaria, Montenegro, Kosovo, Kazakhstan, Kyrgyzstan, Tajikistan, Uzbekistan, Azerbaijan, and Turkmenistan.
3. The founder of the AURORA - the Drama Award of the City of Bydgoszcz is the City of Bydgoszcz - contact: Bydgoszcz City Hall, ul. Grudziądzka 9/15, 85-130 Bydgoszcz. The partner in the organization of the competition is Teatr Polski im. Hieronima Konieczki in Bydgoszcz - contact: Aleje Adama Mickiewicza 2, 85-071 Bydgoszcz, which is a local government cultural institution entered into the Register of Cultural Institutions of the Municipality of Bydgoszcz under number (hereinafter the “**Theatre**”).
4. The Competition takes place every year on a date set by the Theatre and is open. All information about the dates can be found at www.auroraaward.pl
5. Violation of the Regulations by a participant of the Competition results in loss of the right to participate in the Competition and loss of the right to receive the Award. Violation of the Regulations is decided by the Competition Coordinator. The Coordinator’s decision cannot be appealed against.

§2 Award

1. The AURORA - the Drama Award of the City of Bydgoszcz (hereinafter the “**Award**”) is granted annually for the best dramatic text (hereinafter the “**Work**”).
2. The AURORA - the Drama Award of the City of Bydgoszcz is a financial award for the best Work and amounts to PLN 50,000 gross.
3. Only one Work can win the Competition.

4. Where the winning Work has been written by co-authors, the financial award shall be divided according to the percentage declared in the application form.
5. After announcing the results of the Competition, the Award is paid by the Founder by bank transfer to the bank account of the author of the winning Work within 14 days from the date of providing the account number.
6. The Award is subject to taxation in accordance with the provisions of the Polish Personal Income Tax Act of 26 July 1991 (Journal of Laws of 2020.1426 unified text of 21.08.2020, as amended).

§3 Conditions of participation in the Competition

1. Drama Works written by a living author who is a citizen of one of the countries listed in paragraph 1 item 2 may be submitted to the Competition.
2. Works written within 24 months before the deadline for sending Works can be submitted to the Competition in the case of foreign authors and within 12 months in the case of Polish authors.
3. One author may submit only one Work to the Competition.
4. The Work must be submitted in one of three languages: Polish, Russian or English. If the submitted Work is in Russian or English, it is necessary to provide the author of the translation, unless it is the language in which the submitted Work was originally written. A written consent of the translators to participation of the Work in the Competition and a hand-signed application of the translator should be added to the application, as per Appendix 1 to the Regulations (“Application for participation in the Competition”).
5. In order to submit your participation in the Competition, it is necessary to provide an application form signed by the author of the Work, as per Appendix 1 to the Regulations “Application for participation in the Competition” (hereinafter the “**Application**”).
Foreign authors are asked to send their texts and applications to the address aurora@teatrpolski.pl by April 15, 23.59 Polish time.
6. If the Work sent by an author is in the final, the author undertakes to take part in a 10-day workshop, which will result in the presentation of a stage sketch during the Prapremiery Festival, as well as in the final debate.
7. The condition of participation in the Competition is to deliver a signed Application together with the Work by 15 April each year.
8. Upon delivery of copies of the Work, the Theatre acquires ownership of all media on which the Work was recorded. The Theatre does not return the delivered Works.

9. Works whose authors (co-authors) are members of the jury and the Award Chapter as well as employees of the Theatre are excluded from participation in the Competition.

10. Entering the Competition is tantamount to the acceptance of the Regulations by the Competition participant.

§4 Course of the Competition

1. The Laureate of the Award for the best Work is selected in the competition procedure. The Jury and then the Chapter will take into account originality of the theme, the literary and formal qualities of the Work, as well as its stage potential. An important criterion will also be the potential reverberation of the Work in the contemporary world.

2. The Competition consists of three stages:

a) first stage: a three-person Jury consisting of experts and contemporary drama creators will make an initial assessment of the artistic value of the submitted Works, admitting the five best Works to the second stage. The names of the authors of the final five will be published on the website indicated in paragraph 1 item 1, by 30 June each year. Each of the authors will be notified about qualifying for the second stage by e-mail to the e-mail address provided in the Application.

b) second stage: the author with the director and actors proposed by Teatr Polski in Bydgoszcz participates in a ten-day workshop on a stage sketch which will be presented to the audience and the Award Chapter during the Prapremiery Festival.

c) third stage: the Award Chapter consisting of five persons (members of the Jury and two eminent figures connected with contemporary literature and theatre) decides on the result of the Competition by nominating one Award Winner.

3. The Award is granted by the Mayor of Bydgoszcz at the request of the Award Chapter.

4. After the end of the Competition, the Theatre plans to publish the final Works.

5. The resolution of the Competition is scheduled for October each year in which the Competition takes place. The results of the Competition will be made public on the website www.auroraaward.pl

§5 Jury

1. The task of the Jury is to evaluate the submitted Works in formal and artistic terms and to select five Works admitted to the second stage of the Competition.

2. Members of the Jury are appointed annually by the Director of Teatr Polski in Bydgoszcz.

§6 The Award Chapter

1. The task of the Award Chapter is:

a) to read the five final Works, with each member of the Chapter receiving texts in Polish, Russian or English.

b) to watch the stage sketches,

c) to participate in the final debate,

d) to resolve the Competition by selecting one candidate for the Award.

2. Members of the Chapter are appointed annually by the Director of Teatr Polski in Bydgoszcz.

3. The Chairman of the Chapter is appointed by the Director of Teatr Polski in Bydgoszcz.

4. The Chapter makes decisions at meetings in the form of resolutions. The winner is the Work that receives the highest number of votes from the members of the Chapter. In the event of an equal distribution of votes, the Chairman has the casting vote. The decisions of the Chapter are final, cannot be appealed against and do not require a statement of reasons. In justified cases the meetings of the Chapter may be carried out using technical means of direct remote communication.

5. The Chapter's organizational matters are dealt with by the Chapter Secretary, whose responsibilities include:

a) preparing information material for the members of the Chapter,

b) the taking of minutes,

c) permanent contact with members of the Chapter, including notification of meeting dates and agenda,

D) all executive actions resulting from the current work of the Chapter and decisions taken by the Chapter.

6. The Secretary of the Chapter is not a member of the Award Chapter and has no right to vote in its work.

§7 Competition Coordinator

1. The Competition Coordinator is the Director of Teatr Polski in Bydgoszcz.

2. The Competition Coordinator supervises the works related to preparation and conduct of the Competition. The tasks of the Competition Coordinator include in particular:

a) planning the Competition budget and controlling its proper use,

b) appointment of the Jury,

c) appointment of the Chapter,

d) appointment of the Secretary of the Chapter,

e) organisation of stage readings, Chapter and Jury meetings, the organisation of the final debate and the final gala.

§8 Copyright

1. Upon submission of the Work to the Competition, each participant, including translators (hereinafter the “**Author**”) agrees to non-exclusive, time- and territorially unlimited use of the Work by the Theatre with the right to grant sub-licences (hereinafter the “**License**”) in the fields of exploitation indicated in the Regulations. The Author is not entitled to any remuneration for granting of the License, or any of the following approvals, permits and authorisations.

2. The Theatre is entitled to use the Work for purposes related to the Competition, both free of charge and by charging fees to its own benefit, including for informational and promotional purposes related to the Competition, in particular:

a) recording and multiplying the Work within the scope resulting from the works of the Award Jury and the Chapter, and for the purpose of its distribution,

b) disseminating the Work by placing its electronic version in the database of performances on the website www.auroraaward.pl - in the case of qualifying the Work for the second stage,

c) disseminating the Work in the form of a reading / stage sketch - in the case of qualifying the Work for the final,

d) disseminating the Work through its book publication - in the case of qualification of the Work to the second stage.

3. The License granted by the Author covers the use of the Work in whole or in part in the following fields of exploitation:

a) within the scope of recording and multiplication of the Work - production of copies of the Work by all known techniques (systems, types of recording), including printing, reprographic, magnetic, digital, electronic, photographic, optical, laser, on all types of media adapted to a given form of recording, without any quantitative limitations,

b) within the scope of circulation of the original or copies on which the Work has been recorded - marketing, lending or rental of the original or copies, in any form or technique, including through computer and multimedia networks (including the Internet), including also publishing in printed and multimedia publications (e.g. information and promotion materials), without limiting the number of items, editions and copies,

c) within the scope of distribution of the Work in a manner other than that specified in item b - public exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the Work available to the public in such a way that everyone can access it at a place and time of their choice, regardless of the format, system or standard.

4. The Licence will include the consent of the Author of the Work qualified for the second stage of the Competition to the disposal and use by the Theatre of a compilation of the Work (dependent rights), in the fields of exploitation indicated in item 3 above.

5. The Author of the Work qualified for the second stage authorises the Theatre to exercise personal copyrights on his or her behalf. The Theatre undertakes to mark the authorship of the Work each time. The Author undertakes not to exercise personal copyrights in a way that would violate the legitimate interests of the Theatre.

6. By submitting a Work to the Competition, the Author of the Work guarantees that he or she is entitled to the author's economic and dependent rights to the Work, that the Work does not infringe the rights of third parties, including their personal rights. The Author's liability for legal defects of the Work is independent of his or her fault. In the event that a third party makes justified claims against the Theatre for the exploitation of the Work within the scope specified in the Regulations, the Author undertakes to indemnify the Theatre.

§9 Personal data

1. By submitting his or her application for participation in the Competition, each person agrees that his or her personal data provided in the Application and in connection with the Competition may be processed by the Theatre for the purposes of conducting the Competition. The participant agrees that his or her personal data, i.e. first and last name, may be disclosed to the public if his or her Work is qualified for the final, and if his or her Work is awarded in the Competition.

2. On the basis of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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 the "GDPR"), the Theatre states that:

a) the Controller of your personal data provided in accordance with paragraph 1 above is Teatr Polski im. Hieronima Konieczki with its registered office in Bydgoszcz (85-071), al. Adama Mickiewicza 2, e-mail contact: tp@teatrpolski.pl

b) The Theatre has appointed a Data Protection Officer who can be contacted by telephone or e-mail through the Theatre Secretariat.

c) personal data will be processed for the purposes of carrying out the Competition, in particular: identification of the participant, marking of the Work, selection and public announcement of the finalists and winner, award, release, receipt and settlement of the Award.

- d) personal data will be processed for the duration of the Competition, the duration of the License and, after its termination, for the period of time related to the expiry of claims related to the License and for the period of time related to tax and financial reporting regulations,
- e) personal data may be made available to entities entitled to obtain personal data on the basis of legal regulations or concluded service contracts. Providing data is voluntary, but necessary for participation in the Competition, including the granting and execution of the License;
- f) to the extent and subject to exceptions resulting from the provisions of law, including the GPR, you have the right of access to your personal data, the right to rectify, delete, restrict their processing, the right to data transfer, the right to object and the right to lodge a complaint with the President of the Office for Personal Data Protection in the event of violation of the provisions on personal data protection,
- g) information on the processing of personal data is also available on the Theatre's website.

§10 Final provisions

1. In matters not regulated by the Regulations, the provisions of Polish law shall apply, including the provisions of the Civil Code of 23 April 1964 (Journal of Laws 2020.1740, unified text of 8 October 2020) and the Copyright and Related Rights Act of 4 February 1994 (Journal of Laws 2019. 1231 unified text of 3 July 2019).
2. The Theatre has the right to make changes to the Regulations, which are valid after their announcement on the website www.auroraaward.pl. The changes enter into force upon their announcement
3. Final decisions on the interpretation of the Regulations and on matters not regulated by the Regulations and concerning the Competition belong to the Theatre.
4. The Theatre as the Organizer of the Competition is not responsible for the postal, courier or electronic mail services used by persons participating in the Competition. The Theatre is also not responsible for the actions of third parties related to the conduct of the Competition and for damages caused by the provision of incorrect or outdated data by persons participating in the Competition.
5. Attachment No. 1 “Application for participation in the Competition” is an integral part of the Rules and Regulations.
6. The Regulations enter into force on 15.01.2021.
7. In the event of any disputes related to the Competition, a Polish common court with its seat in Bydgoszcz is exclusively competent to resolve them.

