

**Acting pursuant to the provisions of §10, section 2 of the REGULATIONS OF THE DRAMATURGIC AWARD OF THE CITY OF BYDGOSZCZ (hereinafter: Regulations), the Regulations are hereby amended as follows.**

1. The provisions of §8 of the Rules and Regulations in their hitherto wording are hereby repealed in their entirety and replaced with the following provisions of §8:

*§8 Copyright*

- 1. Creators of Works submitted to the Competition retain copyright in their Works.*
- 2. By submitting a Work to the Competition, each participant, including the translator of the Work (hereinafter referred to as the "Author") grants the Theatre a non-exclusive licence to use the Work under the conditions specified in section 3 below (hereinafter referred to as the "Licence") and in the fields of exploitation specified in section 5 below. The Authors of Works qualified for the second stage of the Competition by submitting the Work to the Competition shall grant the Theatre permission to use the Work also in the fields of exploitation indicated in sections 6 and 7 below.*
- 3. The Licence is gratuitous, territorially unlimited and granted for an indefinite period of time, except that the Author may terminate it not earlier than after the lapse of 5 years, in which case the notice period shall be 6 calendar months; the termination of the Licence should be effected in writing to the Theatre's address indicated in §1 section 3 of the Regulations.*

*The Licence entitles the Theatre to use the Works in their entirety or in parts selected by the Theatre.*

- 4. The Theatre may grant a further licence (sub-licence) only with the written consent of the Author.*
- 5. With regard to all Works submitted to the Competition, the Theatre shall be entitled to use the Work in all fields of exploitation necessary to carry out the Competition, including those resulting from the work of the Jury and Award Chapter and promotion of the Competition.*
- 6. In respect of Works qualified for the second stage of the Competition, the Theatre shall also be entitled to use the Works in all fields of exploitation necessary for:*
  - a) placing the electronic version of the Work in the database of plays on the Preview Festival website specified in §1 item 1 of the Regulations;*
  - b) reading / stage sketch of the Work;*
  - c) dissemination of the Work through its book publication.*

7. *The licence shall include the consent of the Author of the Work qualified for the second stage of the Competition to the Theatre's disposal and use of compilations of the Work (subsidiary rights), in the fields of exploitation indicated in section 6 above.*
8. *The Author of the Work qualified for the second stage authorises the Theatre to exercise the author's moral rights on his/her behalf. The Theatre undertakes to indicate each time the authorship of the Work. The Author undertakes not to exercise the author's moral rights in a manner prejudicial to the legitimate interest of the Theatre.*
9. *The Author of the Work submitted to the Competition guarantees that he/she has proprietary and dependent copyrights to the Work, that the Work does not infringe the rights of third parties, including their personal rights. The responsibility of the Author for legal defects of the Work is independent of his/her fault. In the event that a third party makes justified claims against the Theatre for exploitation of the Work within the scope specified in these Regulations, the Author shall make good any damage incurred by the Theatre on that account.*

2. The above changes shall come into force on the day they are published at [www.auroraaward.pl](http://www.auroraaward.pl)

**Teatr Polski im. Hieronima Konieczki in Bydgoszcz**