



1. The Organiser

1.1. WIWITAN Justyna Czekaj (Taxation Identification Number: 6171195143; National Business Registry Number: 301242635), with its registered seat at 37/58 Mickiewicza Street, Warsaw, Poland, is the organiser, hereinafter referred to as the Organiser, of the HORNET PHOTO AWARDS 2020 contest, hereinafter referred to as the Contest.

1.2. The Contest shall be held on the following website: www.hornetphotoawards.com

2. Duration of the Contest

2.1. The Contest shall take place from 1st April 2020 until 31st October 2020.

2.2. The Organiser reserves the right to extend the duration of the Contest, in which case the Contestants will be informed of the extension through the website mentioned above (www.hornetphotoawards.com), among other things.

2.3. The Contest shall take place in the Republic of Poland.

2.4. There is no limitation on the territory on which the Contestants' photographs are taken; they may be taken all over the world.

2.5. There is a fee to be paid by the Contestants entering the Contest.

3. General provisions

3.1. The five categories for the HORNET PHOTO AWARDS 2020 contest are:

- Creative
- Landscape
- Nature
- Portrait
- Street

3.2. Except for the first category (Creative), it is not allowed to use any photomontage, i.e. including elements of a photograph in the composition of another one or changing the composition of a photograph by removing any of its elements. Each and every photograph bearing traces of such processing may be eliminated from the Contest, in which case the author of such a photograph is supposed to submit their original RAW file. If their photograph is disqualified, their fees for their entries including the disqualified photograph shall not be reimbursed.

3.3. Entries may only be sent in electronically through completing one of the forms which are available on the website mentioned above (www.hornetphotoawards.com).

3.4. All the photographs have to be in the JPG format. 1,000 pixels on the shorter side of a photograph is a minimum. One photograph cannot be bigger than 2 MB.

3.5. None of the photographs sent in by the Contestants shall infringe any third party's rights, including personal rights in particular.

3.6. The Organiser reserves the right to assign photographs sent in by the Contestants to categories different from the ones selected by the Contestants in their entry forms.

4. Participation in the Contest

4.1. Only adults who have full capacity to perform acts in law may take part in the Contest.



4.2. Persons who—in any way, shape or form—have participated in organising and running the Contest as well as the Organiser’s employees and their family members may not participate in the Contest.

5. Entries

5.1. In order to take part in the Contest, please fill in one of the forms which are available on the following website: www.hornetphotoawards.com

5.2. In order to be accepted by the Organiser, please make sure that you provide all the necessary information—your e-mail address in particular—while filling in the entry form. Your e-mail address is what the Organiser shall use to keep in touch with you.

5.3. By sending the Organiser their entry forms, the Contestant gives their consent to their name and surname being published in the event of the Contestant winning a prize, coming first in a given category or being awarded the Photographer of the Year title and becoming the Grand Prize winner of the HORNET PHOTO AWARDS 2020 contest.

5.4. Photographs sent in by the Contestants may be published/posted on the website mentioned above (www.hornetphotoawards.com) or on social networking sites such as Facebook and Instagram for promotional purposes. Publishing/posting a photograph does not mean awarding its author with any prize or title.

5.5. Entries shall be sent in the following stages:

- EARLY BIRDS—from 1st April 2020 until 30th June 2020;
- STANDARD APPLICATION—from 1st July 2020 until 31st August 2020;
- LAST CALL—from 1st September 2020 until 31st October 2020.

Central European Time (CET) shall be binding for the entries sent.

5.6. In order to take part in the Contest, please make sure that you pay the right fee:

- EARLY BIRDS—SINGLE PHOTO entry = \$10; MULTI PHOTO entry = \$15
- STANDARD APPLICATION—SINGLE PHOTO entry = \$15; MULTI PHOTO entry = \$20
- LAST CALL—SINGLE PHOTO entry = \$20; MULTI PHOTO entry = \$25

5.7. By filling out their entry forms, the Contestants declare that:

- they have exclusive and unlimited copyright on the photographs which they have sent in, and that all the persons in the photographs give their consent to the publication of the photographs;
- they grant the Organiser a free licence—unlimited in terms of time and place—to (i) publish their photographs on the www.hornetphotoawards.com website for the organisational and promotional purposes related to the Contest; and to (ii) carry out all the activities necessary to share the photographs and run the Contest, including, in particular, (a) entering the photographs into computer networks, (b) making them available on the Internet, and (c) multiple recording and copying the photographs by means of any technique or method in order to prepare the post-Contest exhibition featuring the prize-winning photographs, to send the photographs to any entities cooperating with the Organiser in any way, shape or form as well as to submit the photographs to the Judges for assessment.

5.8. Each Contestant may send in one photograph in a SINGLE PHOTO entry and up to five photos, in one or more categories, in a MULTI PHOTO entry, for instance: one photograph for PORTRAIT, two photographs for LANDSCAPE, one photograph for STREET and one photograph for CREATIVE. One Contestant may submit more than one entry, which means that they may send in an unlimited number of SINGLE PHOTO and MULTI PHOTO entries provided that a fee is paid for each of them according to the rates specified in 5.6 of the present rules and regulations.

5.9. The Organiser shall not be responsible for any incorrect data provided by the Contestants while filling in the



entry forms, in particular for the wrong personal data or e-mail addresses which make it impossible to identify the Contestant or award them with a prize.

5.10. By entering the Contest under the rules and regulations specified in this document, the Contestant declares that:

5.10.1. They have exclusive and unlimited copyright on the photographs which they have sent in, and that all the persons in the photographs give their consent to the publication of the photographs within the scope specified in the present document.

5.10.2. They give their consent to their photographs being published/posted on the www.hornetphotoawards.com website and on social networking sites such as Instagram and Facebook in relation to the Contest.

5.10.3. In the event of receiving a distinction or an award in the Contest, they give their consent to their photographs being used on multiple occasions and free of charge—in an unlimited way in terms of time and place—and to their names and countries of residence being published in promotional materials related to the Contest, on the www.hornetphotoawards.com website and on social networking sites such as Facebook and Instagram in relation to the Contest. Also, they give their consent to (i) their photographs being used for the Organiser's promotional and marketing purposes, including, in particular, recording and copying the photographs by means of any method and technique (printing, reprographic, magnetic recording, digital or audiovisual techniques) using any carriers, with no limitation concerning the circulation figures; and to (ii) their photographs being publicised and disseminated in such a way that everyone can get access to them in any time and place, including, in particular, computer networks, Intranet, TV, calendars, photo exhibitions, public performances, exhibitions and displays; and to (iii) their photographs undergoing editorial and computer processing for the Organiser's own purposes.

5.10.4. They release the Organiser and other entities co-organising the Contest from any liability for publishing the photographs which they have sent in. If the Organiser and/or other entities co-organising the Contest satisfy any third party claims resulting from the fact that the Contestant's declarations specified in 5.10.1 are untrue, inaccurate or incomplete in any way, the Contestant will cover all the costs resulting from such claims.

5.11. If any of the Contestant's declarations specified in the present document should turn out to be untrue, inaccurate or incomplete in any way, the Contestant will be held fully responsible in the event of any third party filing a claim. Also, the Contestant declares that they will cover any losses incurred by the Organiser in relation to such a claim. Moreover, in such a case, the Contestant is disqualified from the contest and obliged to return any prize awarded by the Organiser.

5.12. The results of the Contest shall be published by 20th December 2020 on the www.hornetphotoawards.com website and on Facebook and Instagram on profiles related to the Contest. Also, all the prize winners shall be notified individually via email.

6. Assessment of the photographs

6.1. All the photographs sent in by the Contestants shall be assessed by Judges appointed by the Organiser.

6.2. After the entry deadline expires, the Judges shall evaluate the photographs taking their originality and quality into consideration.

6.3. After the Judges have chosen certain photographs, their authors may be asked to email their photographs in a digital form/file to hello@hornetphotoawards.com; the quality of the files shall enable the Organiser to process the photographs for the organisational purposes specified in this document (the organisation of the exhibition

featuring the contest entries in particular).

In such a case, the files should meet the following requirements: JPG format (best quality); colours in RGB values; 300 dpi resolution; min. 2,000 pixels on the shorter side of a photograph. If the Contestant fails to meet the abovementioned obligation, they may be disqualified from the Contest.

6.4. The Judges shall award the following titles, prizes and distinctions:

- Grand Prize and the Photographer of the Year title;
- first prize in each of the five categories;
- 10 special distinctions.

6.5. The Organiser reserves the right to change the scope of the titles, prizes and distinctions awarded by the Judges, to decide not to award any Contestant with a prize in a given category, and to award additional prizes and distinctions.

6.6. All the decisions taken by the Judges are final and legally binding for all the Contestants. In cases of dispute, judicial enforcement of claims may not be ruled out.

6.7. The Organiser shall publically announce the results of the Contest, publishing the names and surnames of the prize winners, to which each Contestant gives their consent.

7. Prizes

7.1. The winners of the Contest shall be awarded the following prizes by the Organiser:

- Grand Prize winner
 - photographic equipment worth \$5,000 (detailed technical specification agreed upon with the prize winner);
 - opportunity to hold a separate exposition of the prize winner's photographs during the exhibition showing the Contest entries;
 - 50x70 cm print-out of the prizewinning photograph (Fine Art quality); the format may be smaller than 50x70 cm, though, depending on the winner's preferences.
- each first prize winner
 - photographic equipment worth \$500 (detailed technical specification agreed upon with each winner);
 - exposition of the prizewinning photograph at the exhibition showing the Contest entries;
 - 50x70 cm print-out of the prizewinning photograph (Fine Art quality); the format may be smaller than 50x70 cm, though, depending on the winner's preferences.
- each Contestant awarded with a special distinction
 - 50x70 cm print-out of the prizewinning photograph (Fine Art quality); the format may be smaller than 50x70 cm, though, depending on the winner's preferences.

Also, each prize winner and Contestant awarded with a distinction shall receive a personal invitation to the opening of the exhibition showing the Contest entries.

7.2. The Organiser declares that each Contestant awarded with a prize whose value exceeds 2,000 zlotys shall also receive an additional amount of money equal to the amount of tax which is to be paid on their prize. This amount will not be payable to the prize winner; it will be used by the Organiser to pay the flat-rate tax on the prize according to article 41 section 7 of the Law on personal income tax. The prize is subject to 10% flat-rate income tax according to article 30 section 1 item 2 of the Law on personal income tax.

7.3. All the Contestants awarded with prizes shall be notified via e-mail of the way their prizes can be collected by 20th December 2020.

7.4. All the prizes shall be awarded during the opening of the exhibition showing the Contest entries. If a prize winner is absent during the exhibition, the prize will be sent by courier or in another safe way.

7.5. The Organiser shall not provide any cash or material equivalents for the awarded prizes. Also, the prize winners have no right to transfer their prizes to any person.

7.6. A prize winner has the right to resign from accepting their prize, in which case the Organiser becomes its owner.

7.7. Any prize which is not collected by 30th January 2021 shall become the Organiser's possession.

7.8. If a prize winner fails to meet the rules and regulations specified in this document, or fails to collect their prize by the deadline set by the Organiser, the prize winner will be disqualified from the Contest and their prize will become the Organiser's possession.

7.9. If a prize (Grand Prize, first prize, distinction) cannot be presented due to the wrong data submitted by a prize winner, the prize winner will be disqualified from the Contest and their prize will become the Organiser's possession.

7.10. A prize winner's meeting all the requirements specified in the present rules and regulations is a prerequisite for the Organiser to present the winner with any prize.

8. Complaints

8.1. Complaints pertaining to the Contest shall be made in writing and sent by post to the Organiser's address within 14 days from the day on which the Contest ended.

8.2. A properly filed complaint must include the following data: name and surname, address of residence, phone number, e-mail address, and an accurate description of the cause for complaint.

8.3. Each complaint shall be investigated by a committee established by the Organiser. The committee shall consist of the Organiser's representatives.

8.4. Complaints being sent by post, the posting date will be binding.

8.5. All the complaints shall be handled within 14 days from the day of reception.

8.6. The outcomes of the committee's investigation shall be sent by registered post 7 days after the complaint has been resolved at the latest.

8.7. The committee's decisions concerning complaints are final. This obviously does not prevent judicial enforcement of claims.

9. Final provisions

9.1. Personal data is processed according to article 13 sections 1 and 2 of the 2016/679 Directive of the EU Parliament and European Council dated 27th April 2016 on personal data protection, free flow of personal data and the repeal of the 95/46/WE directive (general directive on personal data protection) (Official Journal of the EU; 2016, No. 119, page 1).

9.2. The Contestants' personal data shall be processed for the purposes related to running the Contest, selecting the winner(s), awarding and presenting the prizes and, if necessary, resolving complaints filed by the Contestants.

9.3. The personal data shall be administered by WIWITAN Justyna Czekaj (Taxation Identification Number:



6171195143; National Business Registry Number: 301242635), with its registered seat at 37/58 Mickiewicza Street, Warsaw, Poland, tel. +48 570 642 868.

9.4. Newsletters and trade offers may be received by any Contestant via e-mail if they agree to receiving them.

9.5. The present rules and regulations are available on the <https://hornetphotoawards.com/terms-and-conditions> website and in the Organiser's registered seat.

9.6. By entering the Contest, each Contestant confirms that they agree with all the present rules and regulations.

9.7. To all matters not settled herein provisions of the Civil Code, articles 919–921 in particular, shall apply.

9.8. The Organiser reserves the right to change the provisions specified herein on condition that the changes do not violate the Contestants' acquired rights. Each and every change shall be published by the Organiser on the www.hornetphotoawards.com website 14 days before the implementation of the change.

9.9. Each and every Contestant that fails to meet any of the present rules and regulations, or submits untrue information, shall be disqualified from the Contest.

9.10. None of the Contestants shall be remunerated in any way for the publication of their photographs on the www.hornetphotoawards.com website or any social networking sites.

9.11. The present rules and regulations become effective as of 1st April 2020.
The Organiser