

Certamen Componere Internationale ARBORETUM Krzysztof Penderecki International Composers' Competition, Radom 2023

Organised by the Radom Chamber Orchestra with registered office by 53 Żeromskiego St., 26-600 Radom, Poland.

RULES

Terms and Conditions

§ 1. GENERAL PROVISIONS

1. The Competition is of an open nature.
2. When entering the Competition, the participants consent with these rules necessary to carry out the Competition and resulting therefrom.
3. The competition is open to composers of all ages and nationalities.
4. More than one score per composer is permitted.
5. It is possible to submit works already performed and/or awarded in other competitions, excluding compositions already published.
6. The competition will be held in two rounds: preliminary selection of the compositions and the final concert.
7. Within 14 days of the announcement of the results of the first round, the Participants selected by the Jury for the second round are required to sign a license agreement with the Organisers which will contain information on the scope of the license granted to the Organiser as stated in § 8.

§ 2. SUBJECT OF THE COMPETITIONS

1. Only compositions for string orchestra, consisting of maximum 5 vn I, 4 vn II, 3 vl, 3 vc, 1 cb with conductor will be considered.
2. It is recommended that a full orchestra performs.
3. Use of tape and live electronics is not permitted.
4. Duration: from 8 to 15 minutes.
5. Compositions which do not conform to the provisions of these Rules shall not be considered.

§ 3. ENTRIES

1. The score of the Composition (PDF file) should be submitted anonymously and denoted with an alphanumeric emblem (nick).
2. The score should be accompanied by:
 - a) completed and signed scan of the application form (a model of which is attached as Appendix 1 to the Terms and Conditions, available on the Organiser's website: www.rok.art.pl)
 - b) brief programme note about composition in English (or Polish and English)
 - c) biography in English (or Polish and English) and current photograph of the composer,
 - d) proof of payment of the entry fee.
3. The entries should be sent by e-mail to: arboretum@rok.art.pl
4. The deadline for submission of scores is **10th of September 2023 (11:59 p.m.)**.
5. Submissions will not be accepted after the deadline mentioned above (Art. 6).
6. When two or more compositions are submitted, each of them should be denoted with a different emblem (nick) and should be submitted separately.

§ 4. ENTRY FEE

1. Entry fee for participants is **70 EUR** for each score.
2. The amount should be payable in one of the following ways:
PayPal (preffered)

or

bank account (bank charges covered by the sender):

Radomska Orkiestra Kameralna

Bank: **Santander Bank Polska S.A. 4 0/Radom**

IBAN/Account No: PL 20 1090 2590 0000 0001 2967 3602

BIC/Swift Code: WBKPPLPP

3. Scan of the proof of payment must be enclosed with the submitted score.

4. Cheques will not be accepted.

The entry fee is not refundable.

§ 5. JURY

The Jury will comprise persons designated by the Organiser: Piotr Moss, Paul Patterson, Maciej Żółtowski. Chairman of the Jury: Joanna Wnuk-Nazarowa.

§ 6. COMPETITION PROCEDURE

1. The Final Concert of the Krzysztof Penderecki International Composers' Competition will be performed on the **9th of December 2023** in the Krzysztof Penderecki Concert Hall in Radom.
2. Six selected by the Jury compositions will be performed by Radom Chamber Orchestra during the Final Concert. The results of the competition will be announced after the performance.
3. The list of finalists will be announced by **5th of October 2023**.
4. The Composers of the compositions selected for the final stage of this Competition shall be obliged to submit professionally edited orchestral parts (PDF file) by the 10th of November 2023 to the e-mail address: arboretum@rok.art.pl
5. All the finalists will be invited to the Final Concert.
6. Transport costs will be covered by the Organiser up to 4 000 PLN.
7. Radom Chamber Orchestra provides the accommodation from the 7th to the 10th of December 2023 in Radom for the composers of the Compositions selected to the final stage.

§ 7. AWARDS

1. The Competition prize pool is 45 000 PLN.
2. The following prizes may be awarded to finalists:
 - 1st prize – 30 000 PLN
 - 2nd prize – 10 000 PLN
 - 3rd prize – 5 000 PLN
3. The chairman of the Jury has the right to change the arrangement, number and amount of prizes and awards on the stipulation that the total fund for prizes and awards cannot be higher. Decisions of the Jury are final and not subject to any appeal.
4. Independently of the prizes awarded by the Jury, **Audience Award** is envisaged.
5. The aforementioned prizes are stipulated in gross amount and shall be taxed as per the law in force.

§ 8. COPYRIGHTS

1. By sending in their Submission to the competition the Participants:
 - a) consent to the use by the Organiser of their image, first name, surname for the purposes of promotion and advertising of the Organiser of the Competition and any action taken by the Organiser in the fields of operation referred to in section 2 below,
 - b) represent and warrant that he/she is the sole author of the submitted Work and is in possession of full proprietary and moral copyrights to the Work and has the Work at his/her full disposal of to the extent specified in the Terms and Conditions,

- c) agree to indemnify the Organiser from liability to third parties in connection with the use of the Work, and in the case when the Organiser satisfies the claims of third parties arising from the use of the Work by the Organiser, the Participant agrees to reimburse the costs incurred for the satisfaction of such claims and the costs of defending against such claims including the costs of lawsuits and legal assistance.
2. Once the Participant's Work is qualified to the second round of the Competition, the Participant grants the Organiser a royalty-free license authorising the use of the Work in all fields of operation. This covers in particular:
 - a) recording and reproduction in any technology (in any system, format and on any medium), including print, photographic film, magnetic tape, CD, DVD, Blu-ray, digitally,
 - b) launching on the market,
 - c) entering into computer memory, computer and / or multimedia networks, databases,
 - d) providing public access in such a way that everyone can have access to them at a place and time individually chosen by them (such as sharing them on the Internet, e.g. on any websites or any paid or unpaid services available by downloading, streaming and in any other technology), and as part of any telecommunication services using any of the systems and devices (including landline and / or mobile phones, desktop and / or mobile computers, as well as transfers using all available technologies such as GSM, UMTS, etc., via data telecommunication networks),
 - e) public performance, public viewing,
 - f) lending and / or rental,
 - g) citation,
 - h) analogue and digital video and / or audio broadcasting (coded or uncoded, paid or unpaid, in any system, format or technology), wired and wireless, via a ground station, via satellite including via digital platforms, cable networks, telecommunications connections, mobile TV, any computer network (including the Internet), etc.,
 - i) analogue and digital video and / or audio transmitting and / or rebroadcasting (coded or uncoded, paid or unpaid, in any system, format or technology), including via digital platforms, cable networks, telecommunications connections, mobile TV, any computer network (including the Internet).
3. The Organiser is also entitled to sublicense, which includes granting the so-called open sub-licence.
4. The license is granted for a period until 31 December 2024. However, in the event that after this period, the work remains available on the Internet including on the websites which publish music or audiovisual works, the Participant will him/herself take measures to protect his/her rights, in particular the Participant may not claim from the Organiser any action to remove them.
5. The License to the extent described above includes both the right to use the Work as well as its record in the form of the score.

§ 9. PRIVACY POLICY

1. In regard to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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 referred to as "GDPR") we would like to inform you that:
 - a) The Data Controller of the provided personal data is Radom Chamber Orchestra based in Radom, address: ul. Żeromskiego 53, 26-600 Radom, phone: +48 (48) 362 04 44, e-mail: sekretariat@rok.art.pl.
 - b) Data of the participants will be processed solely for the purpose and to the extent necessary for the conduct of the competition, that is to identify the

- Participant, determine the winners and possibly publicly announce the first name, surname and the country of residence of the Competition Winners, including on the Organiser's websites.
- c) The Organiser will store personal information in a manner consistent with applicable regulations, including, in particular, protect it from unauthorised disclosure, takeover by an unauthorised person, processing in violation of the law as well as any changes, loss, damage or destruction.
 - d) The Processors of the personal data provided by you are the suppliers of goods and services necessary for the implementation of the purposes mentioned above and entities authorized by law, including state authorities.
 - e) Data of the participants will be kept until he withdraw his consent.
 - f) The Participant has the right to access their personal data and to correct them and the right to a written request to stop processing of data. All correspondence concerning the processing of personal data should be sent to the Organiser at the address: "Personal Data Administrator, Radomska Orkiestra Kameralna, ul. Żeromskiego 53, 26-600 Radom, Poland".
 - g) The provision of personal data is optional, but failure to provide it would make it impossible submitting a request to participate in the Competition.
 - h) The legal basis for the processing of personal data is an article 6, paragraph 1 (a) of GDPR.

§ 10. FINAL PROVISIONS

1. Entering the Competition is synonymous with acceptance of these Terms and Conditions
2. These Terms and Conditions are the only document, which governs the Competition and any other information is for information purposes only.
3. Compositions not meeting the requirements stated in these Terms and Conditions will not be admitted to the Competition. In such case the entry fee is not refundable.
4. The submitted scores will not be returned.
5. The Organiser reserves the right to make a binding interpretation of the provisions of the Terms and Conditions.
6. In matters unforeseen by these Term and Conditions and relating to the Competition, the Organiser shall have a decisive say.
7. The Organiser is not liable for Submissions to the competition inconsistent with the Terms and Conditions or sent without a thorough understanding of the Terms and Conditions or misunderstanding of its contents.
8. Contentious cases will be resolved based on the Polish version of the Terms and Conditions.