

# The Contest Rules and Regulations

## „Kayah i Bregović” REWORK

### I. General provisions

1. An Organizer of the contest „Kayah i Bregović” REWORK (hereinafter the „Contest”) is **2Track Bogdan Kondracki** with registered office in Warsaw (03-984), ul. Kwiatkowskiego 1 lok. 33 (hereinafter: the “Organizer”).
2. The contest is co-organized by **KAYAX Production & Publishing Sp. z o.o.**, with registered office in Warsaw (03-933), ul. Obrońców 2B (hereinafter: Kayax), entered to the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw XIII Commercial Division of the National Court Register under number 0000071207.
3. The content hereof is available at the following website of the Organizer [www.2track.pro](http://www.2track.pro).
4. The prizes are founded by the Organizer and Kayax.
5. The Organizer represents that the Contest is not a game of chance, a raffle, pari-mutuel, a lottery, where the outcome depends on chance, or any other form of a game of chance stipulated in the Gambling Act of 19 November 2009 (Journal of Laws of 2009, No. 201, item 1540 as amended.).
6. An administrator of personal details collected for the purpose of this Contest is the Organizer. The following personal details, such as name, surname, pseudonym (if used), e-mail address, telephone number, are processed by the Organizer exclusively within the framework of and for the needs of the Contest and upon the rules set forth herein. A person providing personal details has the right to review their personal details, amend them and request to cease processing thereof. Providing personal details is voluntary, however, refraining from the provision thereof prevents participation in the Contest and posting of prizes.

### II. Participants

1. The Contest is only for persons:
  - a. of full age and with a capacity to perform acts in law,
  - b. minors and without a full capacity to perform acts in law with a permission of their legal guardian, who expresses permission in writing for a participation of a minor or a person without a full capacity to perform acts in law and this permission is presented at each request of the Organizer.

A person taking part in the Contest is hereinafter referred to as the Participant.

2. Employees of the Organizer and Kayax and entities and employees of the

entities providing services of organizing the Contest pursuant to civil law contracts for the benefit of the Organizer and Kayax, and closest relatives (spouses, ascendants and descendants and siblings) of the aforementioned persons may not take part in the Contest. This provision fails to refer to the artists cooperating with the Organizer and Kayax.

### III. The rules of the Contest

1. The rules of the Contest are set forth hereby.
  2. The Contest consists in creating by a Participant an artistic performance of the instrumental track to the vocals of the following recordings „Tabakiera”, „To nie ptak”, „Śpij kochanie, śpij” provided that the vocal of the song remains unchanged (hereinafter: Contest Performance). A Participant has the right to create the Contest Performance to one, two or three recordings, at their own discretion.
3. Participants undertake to insert the Contest Performance (instrumental track) in mp3 format up to 10 mb to [www.2track.pro](http://www.2track.pro) to the CONTESTS tab - „Kayah i Bregović” Rework. It is not allowed to insert instrumental tracks connected with a vocal to the Website. The recordings including both the instrumental track as well as the vocal will be deleted from the Website.
4. The Participant shall send an application containing the name and surname, a pseudonym if used, address of residence, an electronic mail address, telephone number, date of birth with a scan of an official document proving the date of birth and consent of legal guardians in the case of minors to following e-mail address [contact@2track.pro](mailto:contact@2track.pro). Additionally, upon the Organizer’s request, the Participant shall send the Contest Performance in wave format.
5. The Participant’s application without the above details may cause a rejection of the contest work by the Organizer.
6. The Participant may take part in the Contest only once, irrespective of the number of Internet accounts owned, however, may send one Contest Performance to each of the recordings mentioned in point III.2 hereof.
7. The Organizer is not held responsible for the contest applications which fail to reach the Organizer due to reasons beyond their control, in particular due to a lack of an access to Internet by the Participant.
8. All costs related to the participation in the Contest are incurred by the Participant.
9. Posting an Contest Performance by the Participant on [www.2track.pro](http://www.2track.pro) constitutes an acceptance hereof.
10. The Participant undertakes that the Artistic Performance is a result of their individual work and contains no elements infringing the provisions of law or third party rights. The Organizer reserves the right to reject works made in violation of the provisions hereof and not to

award a prize to a person who violated these Regulations.

#### **IV. Dates:**

1. The Contest commences on the 17th of July 2017 at the moment of publishing these rules and regulations on the website of the Organizer and the vocals of the songs referred to in point III.2. hereof on the portal 2TRACK under the following address: [www.2track.pro/contest/10](http://www.2track.pro/contest/10).
2. The contest works may be submitted to the Organizer until the 31st of July 2017, 23:59 hours, by posting them on the portal 2TRACK in the CONTEST tab under the following address: [www.2track.pro/contests/10](http://www.2track.pro/contests/10)
3. The Contest results shall be published at [www.2track.pro](http://www.2track.pro) on [www.2track.pro](http://www.2track.pro) on the 15th of August 2017.

#### **V. Contest settlement.**

1. The Contest Jury is composed of the representatives of the Organizer and Kayax.
2. While selecting winners of the Contest, the Jury takes into consideration artistic values of the contest performance complying with the technological criteria set forth in section III.6 of the Regulations.
3. The Jury selects the Contest winners and awards prizes referred to in section VI.
4. The Jury has the right not to award a prize in a given category, and not to award any prize and to annul the Contest.
5. The resolutions of the Contest Jury are final and are not subject to any appeals.

#### **VI. Prizes**

- 1.

**1st prize** – vouchers with a 99% discount for Superdry clothes with the value of PLN 3,500, and publishing of the contest performance on the re-edition of the album „Kayah i Bregović” pursuant to an agreement concluded between the first prize Winner and Kayax, transferring full rights (producer’s rights and rights to artistic performances) by the Participant to Kayax, TIDAL half-year subscription with the value of PLN 239.94 and the amount of PLN 374 calculated for the income tax advance payment of the Participant-Winner.

**2nd prize** – vouchers with a 99% discount for Superdry clothes with the value of PLN 1,500, and publishing of the contest performance on the re-edition of the album „Kayah i Bregović” pursuant to an

agreement concluded between the second prize Winner and Kayax, transferring full rights (producer's rights and rights to artistic performances) by the Participant to Kayax, TIDAL half-year subscription with the value of PLN 239.94 and the amount of PLN 174 calculated for the income tax advance payment of the Participant-Winner.

**3rd prize** - publishing of the contest performance on the special reedition of the album „Kayah i Bregović” pursuant to an agreement concluded between the third prize Winner and Kayax, transferring full rights (producer's rights and rights to artistic performances) by the Participant to Kayax and a half-year subscription to Polish TIDAL.

2. The Organizer collects an advance payment with respect to the tax due on prizes calculated in accordance with Article 30 par. 1 subpar. 2 of the Personal Income Tax Act of 26 July 1991 (consolidated text Journal of Laws 2012, item 361 as amended), should law provisions impose an obligation. The value of the advance payment shall be calculated according to the rate applicable as at the date of the prize release.
3. Participants – Winners of the first, second and third prize shall receive an agreement transferring full rights to the contest performance to Kayax via electronic mail within 7 days following the date of the Contest results announcement and they are obliged to send two signed copies thereof until the 25th of August 2017 to the following address: **KAYAX Production & Publishing Sp. z o.o.**, 03-933 Warszawa, ul. Obrońców 2B, with a note: Contest. In the case of a failure to send a signed copy of the agreement by the Participant-Winner within the aforementioned time limit, the Participant-Winner loses the right to the prize. In such a case, the Contest jury may decide not to award a prize in a given category or to award it to another Participant.
4. In-kind prizes shall be posted to the Participants – Winners by mail to the addresses provided by the Participants. Should the Participant fail to provide an address within 7 days following the announcement of winners, the Participant may lose the right to the prize.
5. In-kind prizes may not be exchanged to cash or to any other form of compensation at the request of the Participant.
6. The prize is awarded only to the Participants – Winners and may not be transferred to any third parties.
7. Surnames of the Participants - Winners with submission of an awarded prize shall be announced until the 15th of August 2017 on [www.2track.pro](http://www.2track.pro).

## VII. **Right to contest performances**

1. A Participant of the Contest has the right to post Contest Performances within the framework of the Contest to which a Participant has exclusive and unlimited rights, in particular the rights to artistic performances and the rights of phonogram producer.
2. Effective as of the participation in the Contest, the Participant transfers to the Organizer exclusive rights to use and dispose of the Artistic Performances with extent to all rights attributable to the Participant (in particular, but not limited to, with extent to the rights to artistic performances and the rights of the phonogram producer), on the following fields of exploitation and in the following manner:
  - making publicly available in such a manner that anyone may access the Contest Performance in a place and time chosen (among others, making available on the Internet and within the framework of other data transfer techniques using telecommunication, IT and wireless networks, e.g. within the framework of chargeable or free of charge services, in particular video on demand, pay-per-view, available in downloading, streaming, IPTV, ADSL, DSL and any other), and also within the framework of any telecommunication services with the use of any systems and devices (among others, landline and/or mobile telephones, and transfers with the use of any available technologies, such as e.g. GSM, UMTS etc., by means of data transfer telecommunication networks).
3. The Participants-Winners of the first, second and third prize are obliged to transfer to Kayax exclusive rights to use and dispose of Contest Performances with extent to all rights attributable to the Participant (in particular, but not limited to, with extent to the rights to artistic performances and the rights of the phonogram producer) on the following fields of exploitation and in the following manner, in particular through:
  - a. recording and reproducing by any technique (in any system, format and on any carrier),
  - b. implementing to the computer's memory, to computer network and/or multimedia network, to data bases,
  - c. displaying and public performances;
  - d. marketing in the country and abroad;
  - e. analogue and digital broadcasting and remitting of vision and/or sound (coded or decoded, against payment or free of charge, in any system, format or technology), wired and wireless through a ground station or a satellite, among other by means of digital platforms, cable networks, telecommunication connections, mobile television, IPTV, DSL, ADSL, any computer networks (including the Internet) etc.,
  - f. marketing by means of the Internet and other data transmission techniques using telecommunication networks, IT networks and wireless networks;
  - g. making publicly available in such a manner that anyone may

access the Contest Performance in a place and time chosen (among others, making available on the Internet and within the framework of other data transfer techniques using telecommunication, IT and wireless networks, e.g. within the framework of chargeable or free of charge services, in particular video on demand, pay-per-view, available in downloading, streaming, IPTV, ADSL, DSL and any other), and also within the framework of any telecommunication services with the use of any systems and devices (among others, landline and/or mobile telephones, and transfers with the use of any available technologies, such as e.g. GSM, UMTS etc., by means of data transfer telecommunication networks),

- h. renting, letting for use or leasing the carriers on which the video clips are recorded,
  - i. synchronizing with audio-visual and multimedia works,
  - j. performing related rights.
4. The Organizer and Kayax have the right to transfer any rights acquired pursuant hereto to individuals or corporate entities in the country and abroad.
  5. The rights referred to above are owned by Kayax from the moment of posting the Artistic Performance to the Organizer in accordance with these Regulations, without any time and territorial limits (worldwide), throughout the entire statutory protection period of these rights.
  6. The Organizer has the right to make the Artistic Performance available at 2Track, with no time limits.
  7. The rights granted in accordance with the provisions hereof on all fields of exploitation are granted for unspecified time and on unlimited territory.
  8. The Participant expresses consent to publish and distribute their personal details: name, surname, any pseudonym, and expresses consent for making the Contest Performance publicly available anonymously (if customary accepted) for purposes related to the operations of the Organizer and Kayax.
  9. In the event of any claims of third parties against the Organizer or Kayax based on any rights to the Contest Performance sent by the Participant, as well as with respect to an infringement of personal rights of third parties, the Participant is obliged to undertake any possible legal and actual actions aiming at protection of the Organizer or Kayax against such claims, in particular the Participant is obliged to enter into rights and obligations of the Organizer or Kayax in pending proceedings, and if impossible, enter the proceedings pending against the Organizer or Kayax. Moreover, the Participant is obliged to redress any damage related to the costs and expenses incurred by the Organizer or Kayax with respect to the claims referred to in a preceding sentence.
  10. Due to a fact that the work to which the Participant creates the Contest

Performance is subject to a legal protection stipulated in the Copyright and Neighbouring Rights Act, the Participant has no right to any exploitation of the Contest Performance without the consent of entitled entities.

### **VIII. Claim handling procedure**

1. Claims with respect to the course of the Contest may be submitted in writing to the following address [contact@2track.pro](mailto:contact@2track.pro) with a note „**contest**“, until the 31st of July 2017. The date of receiving the claim at the address indicated herein decides on meeting the time limit for submitting claims.
2. A written claim should include a name, surname and address of the Participant, as well a precise description of the claim and reasons thereof.
3. The claim is handled by the Organizer within 30 days following the date of submission thereof to the address referred to in clause VIII.1. The Participant shall be informed on handling the claim by a registered letter posted to the correspondence address indicated in the claim.
4. The Participants' claims shall be handled pursuant to the Regulations by the Organizer.

### **IX Limitation of claims**

1. The Organizer is not held liable for:
  - a. any possible technical problems related to the operations of the Internet providers,
  - b. infringement of copyrights, personal rights and any other rights of third parties by the Participants.

### **X Final provisions**

1. A person taking part in the Contest accepts the terms and conditions hereof.
2. The Contest is held on the territory of the Republic of Poland and worldwide.
3. The Organizer supervises the Contest.
4. Both the Participants of the Contest as well of the Organizer shall aim at amicable settlement of any disputes which may arise out of the Regulations.

The Contest Regulations are effective as of the 17th of July 2017.