

# Terms and Conditions for the Contest titled “Medical University of Bialystok 2022/2023 Calendar Cover Design”

## §1

### GENERAL INFORMATION ON THE CONTEST

1. The organiser of the contest titled “Medical University of Bialystok 2022/2023 Calendar Cover Design,” hereinafter referred to as the Contest, is the Student’s Self-Government and the Medical University of Bialystok.
2. The purpose of the Contest is to select the winning design for the cover of the UMB Academic Calendar 2022/2023, hereinafter referred to as the contest entry, which is going to be used to prepare the design of the academic calendar for the 2022/2023 academic year.
3. The contest is aimed at students and doctoral students of the Medical University of Bialystok.
4. Participation in the Contest shall be tantamount to the acceptance of these Terms and Conditions.
5. Violation of the Terms and Conditions may result in exclusion from the Contest.

## §2

### RULES FOR PARTICIPATION AND PROCEDURE FOR SUBMISSIONS

1. A submission under the contest may be prepared by a single student/postgraduate/doctoral student, hereinafter referred to as the Participant.
2. The participant must be a student or doctoral student of the Medical University of Bialystok.
3. One Participant may only submit a single Submission to the Contest.
4. The Submission, constituting a work of art, (in the form of a file or a download link) together with the completed application form (appendix no. 1 to the Terms and Conditions) and a declaration (appendix no. 2 to the Terms and Conditions) shall be submitted to [samorzad@umb.edu.pl](mailto:samorzad@umb.edu.pl) by 23 July 2022, by 3.30 p.m., the e-mail title must state: Contest submission
5. The application forms and statements must be sent in signed (full name, legible) and scanned (or photographed).
6. Applications made after the closing date referred to in section 4 §2 are not going to be taken into consideration.

7. The date of entry will be determined by the date on which the Organiser receives this e-mail.
8. Contestants may join the Contest free of charge.

### §3

#### COMPETITION WORK

1. The Participant shall prepare preparation of a contest work – an artistic work, consisting in designing an original cover for the UMB academic calendar for the year 2022/2023 in the following language versions: Polish and English, in A5 vertical format (front and back). The following elements must be included anywhere in the design:
  - a. Polish version: logo of the Medical University of Białystok in Polish, name: 2022/2023 Academic Calendar, Erasmus + logo, text reading: WHERE TO APPLY FOR A STAY:  
International Cooperation Department, Address: ul. Jana Kilińskiego 1, 15-089 Białystok, right wing of the Branicki Palace, room 209, Joanna Zadykowicz, MA, tel. 85 686 53 37, e-mail: erasmus@umb.edu.pl. For more information about the Programme, see [www.umb.edu.pl/erasmus/aktualnosci](http://www.umb.edu.pl/erasmus/aktualnosci), the Calendar has been financed by the European Commission under Erasmus+. The logos can be downloaded from the website of the Medical University of Białystok in the tab dedicated to the Contest.
  - b. English version: logo of the Medical University of Białystok in English, name: Academic Calendar 2022/2023, NAWA logo, the following text: The project is financed by the Polish National Agency for Academic Exchange under the “Welcome to Poland” programme. The logos can be downloaded from the website of the Medical University of Białystok in the tab dedicated to the Competition.
2. The entry submitted to the Contest should meet the following conditions:
  - a. it should be an original work, not previously published, and it must not be a copy of already existing works,
  - b. it must not violate the rights of third parties, including in particular copyright (including the rights to the graphics used), rights of publicity and personal rights,
  - c. it must not contain content deemed unlawful, generally regarded as vulgar or offensive, pornography, erotica, obscenities, it must not offend the feelings, including religious feelings, of others, it must not depict violence or racist material, violate the right to privacy, or contains material protected by the rights of others – without the consent of the rightful owners of such laws,

- d. it shall not damage the reputation and image of the Medical University of Bialystok or other entities,
  - e. it should be prepared in the following format: pdf file, resolution 300 DPI, file size should not exceed 20 MB,
  - f. in the event that a participant wins the contest, he or she shall submit the contest work in the so-called production files, open, allowing to use them in the design of the student calendar for the academic year 2022/2023, within 3 working days. In the event that a participant fails to comply with this obligation, he or she loses the right to collect the prize, and the Contest Committee shall have the right, at its sole discretion, to select the winning work from among the remaining participants, or to terminate the contest without selecting a winning work.
3. Entries which do not meet the conditions specified in the Terms and Conditions of the Contest, including those indicated in Sections 1 and 2 §3 are not going to be admitted to the Contest.

## §4

### CONTEST RESULTS AND PRIZES

- 1. The Contest winners will be selected by 31 July 2022.
- 2. The results of the Contest will be announced on the Organiser's website dedicated to the Contest, as well as on the Facebook page of the Student Council.
- 3. The winning submission is going to be selected, taking into account primarily the originality of the idea and the quality of execution, by a Contest Committee consisting of:
  - a. Chair – Justyna Kurcewicz – Dean's Office of the Faculty of Medicine with the Division of Dentistry and Division of Medical Education in English.
  - b. Members:
    - Anastasia Kruchelska – Student Council
    - Sylwia Budna – Student Council
    - Sylwia Ogniewska – Student Council
    - Urszula Roszkowska – International Cooperation Department
    - Hanna Sarosiek – Promotion and Recruitment Office
    - Adrianna Wolańska – Promotion and Recruitment Office

4. The Rector of the Medical University of Białystok authorises the members of the Committee referred to in section 3 §4 to process the personal data of the Participants of the Contest, in the scope and for the purpose necessary for carrying out the Contest.
5. The members of the Commission shall comply with the generally applicable data protection legislation and the University's internal personal data protection acts.
6. The members of the Commission shall process the personal data to which they gain access exclusively for the purposes of carrying out the Contest.
7. Members of the Commission must protect and maintain confidentiality of the personal data to which they gain access.
8. The decision of the Contest Committee is final and cannot be appealed against.
9. The winner of the contest will be eligible to a cash prize of PLN 500.
10. The prize shall be issued to the winner after the results of the Contest have been announced and the editable form of the Contest Work referred to in §3 section 2 item f has been submitted.

## §5

### COPYRIGHT AND THE USE OF THE WORKS OF PARTICIPANTS

1. Participants, upon sending their entry to the Contest, grant the Organiser a licence to use the Contest Works, including in particular:
  - a. placing on the market, lending or renting of the original or copies,
  - b. reproducing the Contest Works in part or in whole,
  - c. public presentation of the contest entries at the prize awarding ceremony,
  - d. using the Contest Works and their parts by the Organiser for promotional and informational purposes, including their publication on the website of the **Błąd! Nieprawidłowy odsyłacz typu hiperłącze.** website. **Błąd! Nieprawidłowy odsyłacz typu hiperłącze.**, the social media of the Medical University of Białystok and the social media of the UMB Student Self-Government.
2. The Organiser shall have the right to transfer the rights referred to in section 1 §5 to other entities.

3. The Organiser, acting on the basis of Article 921 of the Civil Code, acquires the ownership of the awarded Contest Works and the entirety of the author's economic rights to the Works, together with the exclusive right to authorise the exercise of the author's dependent rights without any time and territorial restrictions, in the following areas of use, known at the time of granting the award:
  - a. to record and reproduce the Contest Works – to produce copies of the Contest Works using any available techniques, including printing,
  - b. to modify and develop the Contest Works in whole or in part, including but not limited to the right to revise, rework and alter the entirety of the Works or individual elements thereof,
  - c. The right to the free use and application of the Works and their individual elements, including the use of the Works and their individual elements for purposes of advertising, promotion, office, marking of goods, products, services, including their use as registered or unregistered trademarks, logos or their elements, use as the name/company name, entrepreneur or business activity, use of the Works and their individual elements for purposes of advertising and promotion of the Organiser or the Organiser's business activity in Poland and abroad,
  - d. marketing, lending or leasing of the original or copies of the Contest Works (in Poland and abroad),
  - e. At the request of the Organiser, the Participants shall sign an agreement with the Organiser confirming the transfer of the property copyright in the works to the Organiser, in the areas of use indicated in §5 in paragraph 3, and also to authorise the Organiser to exercise the personal copyrights.
4. Participants shall not be eligible for a separate remuneration for the use of the Contest Works, including in each separate area of use.
5. The Organiser shall have the right to transfer the rights to the Contest Works to other entities without the need to obtain the separate consent of the Participants, as well as to grant licences to other entities to use the Contest Works.

## §6

### THE USE OF COPYRIGHTED MATERIAL IN CONTEST WORKS

1. Pursuant to §3 section 2(a-d) of the Terms and Conditions, the Organiser emphasises that the Participants shall bear full responsibility for any infringement of third parties' rights to the

elements used in the Contest Work, including by submitting the Contest Work to the Contest, they declare that they have the consent of the persons depicted in the Contest Work to use their image to the extent enabling the use of the Contest Work by the Organiser without the need to obtain separate consents and licences in this respect.

2. Contest entries are non-returnable and can be used by the Organiser in its information and promotional activities.
3. By submitting entries to the Contest, Participants agree to their subsequent dissemination in whole or in part, including the identification of the authorship of the Contest Work by the inclusion of the Participants' names and surnames.

## §7

### PERSONAL DATA PROTECTION

Pursuant to Article 13 of 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, "GDPR") the Medical University of Białystok informs the contest participants of the following:

1. The Data Controller of the personal data collected for the competition is the Medical University of Białystok with its registered office at ul. Kilińskiego 1, 15-089 Białystok, represented by the Rector
2. Contact to the Data Protection Officer at the Medical University of Białystok, email address: [iod@umb.edu.pl](mailto:iod@umb.edu.pl);
3. The personal data provided on the participant application form shall be processed:
  - a) in the case of all Participants – for the purpose of organising, conducting the Competition and announcing the results of the Competition for the best cover of the Academic Calendar 2022/2023 (hereinafter: the "Competition"), i.e., the organisation of a project aimed at activating, developing the creativity and educating the youth – pursuant to Article 6 section 1 item (e) in conjunction with (c) of the GDPR in conjunction with Article 11 section 1 items 9, 10 of the Law on Higher Education and Science of 20 July 2018 (Journal of Laws of 2020, item 85);
  - b) in the case of the Participant who is the author of the winning Contest Work, for the purpose of fulfilling the legal obligations imposed on the Organiser as the pledger of

the prize, including primarily tax obligations, i.e., on the basis of Article 6 section 1 item (c) of the GDPR;

c) in the case of images (photographs and recordings) – pursuant to voluntary consent (Article 6 section 1 item (a) of the GDPR).

4. The provision of personal data is voluntary but required in order to participate in the Contest. Refusing to provide personal data shall result in the lack of ability to participate in the Contest. In the case of Participants stated in section 3 item (b) above, providing the data constitutes a legal obligation and failure to provide such data shall prevent the Participant from being awarded the prize.

5. The personal data of the Participants referred to in item 3(a) above shall not be disclosed to third parties, subject to the announcement of the results of the Contest and the identification of the authorship of the Contest Work.

The personal data of the Participants referred to in item 3(b) above are going to be published on the Organiser's website and on the Organiser's social media in view of marking the authorship of the winning Contest Works and honouring the personal copyrights of the Contest Works.

6. Personal data are not going to be transferred to any third countries (outside the European Economic Area) or to international organisations.

7. The personal data of the Participants referred to in item 3(a) above shall be processed until the Contest is and communication of the outcome, and thereafter until the statute of limitations for claims that may arise from the Contest.

The personal data of the Participants referred to in item 3(b) above shall be processed for the period laid down in the tax regulations and thereafter for archiving purposes in accordance with the relevant legal provisions.

8. Each Participant has the right to access the data and to rectify them, and the right to restrict the processing, the right to withdraw the consent without violating the lawfulness of processing carried out prior to the expressed consent, the right to delete the data, the right to transfer the data, the right to object to the processing – in the cases and under the conditions defined in the GDPR. The legal rights vested can be exercised by contacting the Data Protection Officer.

9. The personal data shall not be subject to automated decision-making, including profiling.

10. You have the right to lodge a complaint with the President of the Office for Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw, if you consider that the processing of your personal data violates the provisions of the GDPR.

## §8

### AMENDMENTS TO THE TERMS AND CONDITIONS

1. These Terms and Conditions are available at: [www.facebook.com/samorzad.umb](https://www.facebook.com/samorzad.umb) and at [www.umb.edu.pl](http://www.umb.edu.pl)
2. UMB reserves the right to amend the Terms and Conditions, in particular due to a change in generally applicable legislation and the need to adapt the Terms and Conditions to such change, as well as to amend the programme of the Contest.
3. The amendment to the regulations shall enter into force as soon as it is published on the website [www.facebook.com/samorzad.umb](https://www.facebook.com/samorzad.umb) and on [umb.edu.pl](http://umb.edu.pl)

## §9

### FINAL PROVISIONS

1. All matters not regulated by these Terms and Conditions shall be governed by generally applicable laws, including the relevant provisions of the Civil Code and the Act on Copyright and Related Rights.
2. Information about the contest will be provided by the organisers via the website [www.facebook.com/samorzad.umb](https://www.facebook.com/samorzad.umb) [umb.edu.pl](http://umb.edu.pl) via e-mail to the addresses from which the entries are sent.
3. Any complaints or requests regarding the evaluation of the works submitted as part of the Contest and the manner in which it was conducted shall be addressed to the Jury whose decisions are final.
4. These regulations shall apply from the date of their publication.



**Contest Participant Registration Form**

“Medical University of Bialystok 2022/2023 Calendar Cover Design.”

Name and surname	
Faculty/Doctoral School	
Index no.	
Year of study	
E-mail address:	
Contact telephone	

- ☐ I declare that the details stated above are correct.
- ☐ I declare that I have read the Terms and Conditions of the Contest for the best cover of the Student Calendar 2022/2023 and accept their provisions.

I am aware that, in accordance with the provisions of the Terms and Conditions, I shall be liable for claims of third parties relating to the infringement of copyright, personal rights, rights of publicity and other rights concerning the use of legally protected elements in the Contest Work.

.....

Date

.....

Signature

**Statement of the Contest Participant Regarding the Use of Image**

I declare that, pursuant to article 81, Section 1 of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws of 20017, item 880, as amended), I consent to the unlimited, not constrained by time or territory, free use of my image for the purposes indicated above. The consent includes the dissemination by the Medical University of Białystok of the image recorded in connection with the awarding of prizes by: recording, multiplication using any techniques, dissemination, use, marketing, lending, making available to the public, archiving, including in particular on websites, in social media, at promotional events of the Medical University of Białystok.

The consent granted above is free of charge and unlimited in time and territory.

In connection with the use of my image, I waive:

- 1) the right to control and the need to approve of the use of the image each time, including the right to approve the final form of the UMB's materials where the image is to be used;
- 2) the right each time to indicate my person depicted on UMB materials, and in particular to state my full name.

Medical University of Białystok shall have the right to authorize all other entities to use the image upon the principles defined in this approval.

I consent to the processing of my personal data in the form of my image for the purpose of video and photo coverage of the award ceremony, for the documentation of the course of the Contest, as well as for promotional, informational, documentary and archiving purposes – in accordance with the GDPR.

.....

Legible Signature

I declare that I have read the Terms and Conditions of the Contest for the best cover of the Academic Calendar 2022/2023 and accept their provisions.

.....

Legible Signature