

Competition Rules and Regulations

My Internet of the Future

I. Competition Organiser

The State Treasury represented by the Chancellery of the Prime Minister located in Warsaw, official address: Al. Ujazdowskie 1/3, 00-583 Warszawa, Poland (hereinafter referred to as the “Organiser”) is the organiser of the My Internet of the Future Competition (the “Competition”).

By agreement 329/DPC/21, the Competition Organiser has entrusted the staging of the Competition to Adah Advertising Sp. z o.o., a company with its registered office in Warsaw, registered address: Al. Wilanowska 33/06, [02-765 Warszawa, Poland, hereinafter referred to as the “Contractor”.

II. Purpose of the Competition

1. The Competition is intended to allow young people to demonstrate their vision of the future and development of the internet through their submitted entries.
2. The Competition will select the best works – graphic, video and written creations focusing on the Internet of the future, hereinafter referred to as “Entries”.
3. The selection of the awarded Entries will be made through the vote of the Judging Panel designated by the Organiser.
4. The winning and commended Entries will be used to promote Internet Governance Forum IGF 2021.

III. Projects

1. The form and content of Entries must comply with all legal requirements under these Rules and Regulations. The form and content of Entries are the responsibility of their creators. The Organiser and other entities involved in the staging of the Competition are exempt from liability for any third-party claims relating to the form or content of Entries.
2. The form and content of each Entry must reflect the original work of the Participant. No use of third-party work is permitted. A Participant must own the copyrights to the submitted Entry, which must be free of any third-party rights and, if applicable, must have permission to use the likeness of the persons shown in the entry.
3. Entries with any content that contravenes the legal order of the Republic of Poland, is offensive or insulting, violates third party copyrights, or is erotic, obscene, mocking, indecent or violates generally accepted principles of morality, personal dignity, including those based on religion, ethnicity or race, and also those that do not meet the requirements set out in these Rules and Regulations may not take part in the Competition and will be rejected by the Organiser.

IV. Categories – the technical and formal requirements

1. Entries may be submitted in the following categories, in a digital format:
 - 1) **Graphic works: any technique, a pdf file with the print quality (300 dpi) CMYK, B1 vertical layout.**

2) Video: any technique, in English, the run-time of maximum 30 seconds, Full HD quality, resolution 1920x1080, an MP4 file.

3) Written statements: any literary statement, in English, up to 350 words, a PDF f

2. When creating Entries, Participants are allowed to use means of expression appropriate for a given form, including visual art, painting, drawing, graphics, computer graphics, photography, video, or short film, made in a traditional or animated technique, filmed with the use of any equipment: a camcorder, camera, mobile phone, with or without sound, an animation, essay, screenplay, poem, and others.
3. Each Participant may submit a maximum of three Entries of which he/she is the author, in any category or categories of his/her choice.
4. Team Entries are allowed but only if a group enters as a single Participant, providing the name of the group and contact details of one member of the group who will be responsible for correspondence with the Contractor. If the Entry wins, the Contractor transfers the prize to the Participant representing the team in accordance with the above and is not responsible for the distribution of the prize among individual team members.

V. Terms of entry and registration

1. The Competition is open for persons aged 18-28. To be eligible to enter the Competition, a Participant must attain the age of 18 and be under the age of 28 on the date of submission of his/her Entry.
2. Participation in the Competition is not remunerated and is voluntary.
3. If the Competition Organiser decides that a Participant has not met the formal requirements, the Organiser has the right to reject his/her submission at any stage of the Competition.
4. Employees of the Organiser and the Competition Contractor, as well as their family members, are excluded from participation in the Competition.

VI. Registration and the deadline for submissions

- 1. Entries may be submitted between 1 September 2021 and 8 October 2021 (CET).**
2. Participants may register and submit their Entries only through a digital form available on the Competition's website. To submit the form and an Entry, Participants must follow the instructions on the Competition's website.
3. To enter the Competition, a Participant must fully and correctly complete the registration form on the Competition's website, accept the Competition Rules and Regulations and agree to the processing of personal data.
4. The deadline for submitting Entries is 8 October 2021. No Entries will be accepted after that date.
5. The Organiser will not accept Entries submitted in any other way than through the Competition's website and the digital form referred to in para 2 above.
6. The Contractor provides an e-mail address, info@igf2021award.pl for communication with Participants to the Competition regarding support in the registration process and the uploading of Entries.

7. Participants are responsible for the registration and submission of their Entries.

VII. Selection of the best Entries

1. All Entries to the Competition will be marked with an automatically generated code, which will be the only marking of an Entry during the selection and choice of the best Entries. The Judging Panel will not have access to the personal data of creators of the Entries.
2. The Judging Panel appointed by the Organiser will select the three best Entries in each category (a total of 9 Entries, 3 in each category).
3. The Judging Panel may also award up to 20 Competition commendations.
4. The Judging Panel will select the best Entries based on the following criteria:
 - artistic and aesthetic qualities – creativity and a sense of observation; content-related qualities – the interpretation and relevance to the subject matter,
 - the quality, originality, creativity of submitted Entries,
 - production technique.
5. By accepting the Rules and Regulations and entering the Competition, Participants acknowledge that the results of the Competition (the names and surnames, age and country of awarded Participants, their ranking and prizes/commendations) will be displayed on the Competition's website together with a gallery of winning Entries on 27 October 2021.

VIII. Copyrights and the use of Entries

1. Upon the signing of an agreement for the transfer of author's economic rights with the Contractor, the winners of Competition prizes and commendations will gratuitously transfer the aforementioned rights to the Competition Organiser:
 - 1) author's economic rights to each awarded Entry related to
 - a. the use and exploitation of the Entry for the purposes of any promotional, advertising and information activities,
 - b. the fixing and reproduction of the Entry by all graphic techniques,
 - c. the reproduction of the Entry by recording on electronic media,
 - d. the possibility of the Entry being placed on billboards,
 - e. the public exhibition and screening of the Entry at all open and closed events,
 - f. the introduction of the Entry to trading,
 - g. the publication and distribution of all promotional, information, publishing and other materials incorporating the Entry (posters),
 - h. posting the Entry on the Internet,
 - i. the public exhibition, rental, or lease of the Entry or the gratuitous letting of the Entry for use,

- j. the right to authorise the exercise of derivative copyrights to any winning Entries (or individual elements thereof), i.e., the right to authorise the disposal and use of such derivative works in the fields of use indicated above.
2. Without the consent of the Participant, the Competition Organiser may not make changes to the Entry, unless such changes are due to an obvious necessity and the Participant would not have a legitimate basis to object thereto (Article 49 (2) of the Polish Copyright and Related Rights Act, Journal of Laws of 1994 No. 24, item 83, as amended).

IX. Personal Data

1. The Minister of Digital Affairs (*Minister Cyfryzacji*), supported by the Chancellery of the Prime Minister located in Warsaw, official address: Al. Ujazdowskie 1/3, 00-583 Warszawa, Poland, is the Controller of the personal data of Participants to the Competition within the meaning 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), hereinafter referred to as the "GDPR".
2. The Controller can be contacted at the above address, by e-mail sekretariat.dpc@mc.gov.pl or through a contact form available at <https://www.gov.pl/cyfryzacja/kontakt>
3. The Controller has appointed a data protection officer, who can be contacted by email iod@mc.gov.pl or in writing at the following address: ul. Królewska 27, 00-060 Warszawa, Poland or at the Controller's official address.
4. The Personal Data Controller has entrusted the management and staging of the Competition, including the collection and processing of personal data of Participants, to Adah Advertising Sp. z o.o., a company with its registered office in Warsaw, doing business at al. Wilanowska 33/6, 02-765 Warszawa, Poland based on a separate agreement, in accordance with Article 28 GDPR.

The personal data inspector of Adah Advertising can be contacted at the following e-mail address: marzena@adah.com.pl

5. Personal data are processed for the following purposes:
 - a. submission of an entry to the My Internet of the Future Competition,
 - b. the staging of the My Internet of the Future Competition,
 - c. the promotion of the My Internet of the Future Competition,
 - d. the conclusion of agreements with the awarded Participants,
 - e. the performance of legal obligations related to the discharge of tax and record-keeping obligations.
6. The legal basis for the processing of personal data of the Participants to the Competition is:
 - **with regard to the purpose indicated in paragraph 5 (a) and (b)**, the consent of the data subjects based on Article 6 (1) (a) GDPR, confirmed by the completion of the Competition registration form;

- **with regard to the purpose indicated in paragraph 5 (c)**, a task carried out in the public interest, which specifically comprises the development of an information society, consisting in enabling young people to demonstrate their vision of the future and development of the Internet, based on Article 6 (1) (e) GDPR;
- **with regard to the purpose indicated in paragraph 5 (d)**, the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract, in accordance with Article 6 (1) (b) GDPR;
- **with regard to the purpose indicated in paragraph 5 (e)**, the legal obligation incumbent on the Data Controller referred to in Article 6 (1) (c) GDPR, resulting from:
 - the provisions of tax law, in particular the Polish Personal Income Tax Act of 26 July 1991 (a uniform text published in the Journal of Laws of 2021, item 1128), governing the performance of tax obligations,
 - the National Archival Resources and Archives Act of 14 July 1983 (a uniform text published in the Journal of Laws of 2020, item 164) governing activities necessary for archiving documentation and transferring it to the relevant state archive as archival materials.

The consent referred to in the first indent may be withdrawn at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

7. The personal data of Participants to the Competition processed by the Controller will include: first name, surname, age, nationality, residence address, contact details (e-mail address, telephone number) and data referred to in para. IX.8.
8. In accordance with the provisions of Section VII of the Rules and Regulations, by accepting the Rules and Regulations and entering to the Competition, each Participant acknowledges that the data of Participants who are the authors of winning and commended Entries (first name, surname, nationality and country of residence) will be made publicly available during the presentation of winning and commended Entries.
9. The personal data of Participants to the Competition will be processed until the end of 2023 or until a Participant withdraws his/her consent to the processing of personal data or the expiry of the period of limitation of claims.
10. The personal data may be transferred to entities cooperating with the Controller on the basis of separate authorisations.
11. Personal data may be transferred to public authorities and state bodies, or other entities authorised by law or performing tasks carried out in the public interest or in the exercise of public authority.
12. Personal data will not be transferred to a third country/international organisation.
13. In connection with the processing of personal data concerning them, Participants to the Competition have the right to:
 - access their personal data;
 - rectify their personal data;

- erase their personal data (only in relation to data processed on the basis of the consent of the data subject);
 - restrict the processing of their data;
 - transfer their personal data to another Controller (in relation to data processed on the basis of the consent of the data subject and data processed to the extent necessary to conclude the agreement);
 - raise, at any time, an objection to the processing of their personal data (in relation to data processed pursuant to Article 6 [...] (e) – a task in the public interest);
 - withdraw the consent to the processing of personal data in relation to data processed on the basis of the consent of the data subject. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal;
 - lodge a complaint to the supervisory authority – the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych, PUODO), address: Stawki 2, 00-193 Warszawa, Poland.
14. The personal data of the Participants to the Competition will not be subject to automated decision-making, including profiling.
15. The provision of data of Participants to the Competition is voluntary but necessary to achieve the purposes of the Competition. Failure to provide such data will result in the inability to enter the Competition.

X. The Judging Panel

1. The Judging Panel of the Competition consists of:
 - 1) Chairman of the Judging Panel – Janusz Cieszyński, Secretary of State at KPRM,
 - 2) Member of the Judging Panel – Tytus Brzozowski, watercolourist, architect,
 - 3) Member of the Judging Panel – Lidia Stępińska-Ustasiak, Office of Electronic Communications,
 - 4) Member of the Judging Panel – Krzysztof Szubert, the Republic of Poland Plenipotentiary for the UN IGF2021.
2. During the Competition, the Organiser may, at its own discretion, invite other persons to the Judging Panel and may dismiss a member of the Judging Panel if the member so requests.
3. Judges may not participate in the process of development and creation of Entries or supervise the creation of Entries.
4. The verdict of the Judging Panel is final, indisputable and may not be challenged.

XI. Prizes

1. The cash prize pool in the Competition totals up to PLN 78,000.00 (say: seventy-eight thousand zloty 00/100).
2. The values of prizes in USD and EUR given on the Competition's information website are converted according to the average exchange rate of the National Bank of Poland on the day when the Competition is officially announced, 1 September 2021.

3. The value of the prize for
 - 1) the first place in each of the 3 competition categories is PLN 8,000.00 (say: eight thousand zloty 00/100);
 - 2) the second place in each of the 3 competition categories is PLN 5,000.00 (say: five thousand zloty 00/100);
 - 3) the third place in each of the 3 competition categories is PLN 3,000.00 (say: three thousand zloty 00/100);
 - 4) a commendation (the Judging Panel may award up to 20 commendations in the Competition) is PLN 1,500.00 (say: one thousand five hundred zloty 00/100).
4. The prizes are awarded by the Judging Panel.
5. **The Organiser will inform about the awarded prizes and commendations on the Competition's website by 27 October 2021.** All awarded persons will also be notified by the Contractor via e-mail at the email address indicated in the registration form, within 7 days following the day when prizes are awarded in the Competition. In addition to the notification referred to in the above sentence, the Contractor will deliver to the awarded persons an agreement for the assignment of author's economic rights to the awarded Entry.
6. The Contractor, Adah Advertising Sp.z o.o., acting at the direction of the Organiser, is responsible for the collection and payment of due tax.
7. Prizes whose award creates a legal tax obligation are subject to taxation in the form of a lump-sum income tax in the amount of 10% of the total value of the prize.
8. The winner is obliged, within 7 days of being notified of the prize, to send the details necessary to collect the prize, in particular the first name and surname, residence address, telephone number, bank account number and other data necessary for the Contractor to perform the tax obligation. The winner must have a Polish or foreign bank account to collect the prize.
9. Failure to meet the deadline referred to in para. 8 or providing an incorrect address or details referred to in the preceding paragraph results in the loss of the right to the prize, as a result of which the prize remains at the sole disposal of the Organiser.
10. The Contractor – Adah Advertising Sp. z o.o. – will draw up an annual personal lump-sum income tax statement (*deklaracja roczna o zryczałtowanym podatku dochodowym od osób fizycznych, PIT-8 AR*) by the end of January 2022, and then send it to the Tax Office appropriate to the tax remitter; the said annual income tax statement will not be sent to the Tax Office appropriate to the taxable person.
11. The Organiser reserves the right to freely distribute the prizes from the pool referred to in para. 1 and not to award any of the prizes listed in para. 3 (1-3).
12. The prizes will be transferred to the awarded Participants by the Contractor – Adah Advertising Sp. z o.o. – by bank transfer, at the request of the winner having a foreign bank account in EUR or USD, not later than by 15 November 2021 (the date of debiting the Contractor's bank account is deemed to be the date of the transfer).
13. The prizes will be transferred only after the winning Participants have signed the necessary documents as laid down in these Rules and Regulations (including the

agreement for the assignment of author's economic rights referred to in Section VIII of the Regulations) or resulting from applicable laws.

14. If the transfer is made to a foreign currency account, the Organiser is not liable for any differences between the exchange rates applicable as of the date on which the Competition was announced and the date on which prizes were paid, as well as for any bank commissions or fees. The value of prizes in foreign currencies will be converted according to the average exchange rate of the National Bank of Poland on the day the transfer from the Contractor's bank account was made.
15. In the event of significant external circumstances remaining beyond the Organiser's control (force majeure), the Competition Organiser reserves the right to change the date of the announcement of the results and presentation of prizes.
16. All the awarded Participants will be notified of any changes via e-mail at the email address indicated in the registration form.
17. The Organiser reserves the right to contact the awarded Participants to discuss details of the receipt of prizes and commendations.

XII. Complaints

1. The Participants to the Competition may submit complaints to the Contractor's postal address (Al. Wilanowska 33/06, 02-765 Warszawa, [Poland]), with the note "Complaint – IGF2021AWARD", or to the e-mail address: info@igf2021award.pl, putting "Complaint – IGF2021AWARD" in the subject line.
2. A complaint should include:
 - a. indication of the first name, surname, e-mail address or correspondence address,
 - b. a justification of the reasons for the complaint.
3. Complaints are considered by the Organiser within 30 days of their delivery to the Contractor
4. The Organiser will consider complaints from the Participants pursuant to the Rules and Regulations.
5. The Participant will be notified of the Organiser's decision regarding the complaint within 30 days of its consideration to the **return e-mail address**.

XIII. Final provisions

1. The Participants are fully liable vis-a-vis the Organiser and third parties in the event that an Entry submitted to the Competition infringes upon any rights, in particular copyrights and personal rights of third parties.
2. If a Participant violates these Rules and Regulations, the Organiser may exclude the Participant from the Competition.
3. In the event of an epidemic threat caused by the SARS-CoV-2 virus, the Organiser is entitled to cancel or postpone the Competition. In such a case, time limits, in particular those relating to copyrights, are modified accordingly.
4. By completing the registration form and submitting an Entry, each Participant declares and confirms that:

- a. he or she accepts all terms and conditions set out in these Rules and Regulations,
 - b. the Entry submitted to the Competition was personally created by the Participant,
 - c. the Entry submitted to the Competition does not infringe upon any third party's rights, especially any intellectual property rights, including copyrights,
 - d. the Entry submitted to the Competition does not contain any inaccurate or offensive religious or political content or content that would be inappropriate in any other way, vulgar, racist or xenophobic.
 - e. any matters not governed by these Rules and Regulations are subject to the applicable provisions of the Polish law, in particular those of the Copyright and Related Rights Act of 4 February 1994 (a uniform text published in the Journal of Laws of 2019, item 1231, as amended), the Civil Code and other relevant laws of Poland.
5. The Rules and Regulations are published on the Competition's website www.gov.pl/igf2021award
 6. The Rules and Regulations may be amended by the Organiser at any time through the publication of a notice of amendments on the Competition's website www.gov.pl/igf2021award
 7. Any amendments to the Rules and Regulations become effective upon their publication on the website www.gov.pl/igf2021award
 8. The final decisions on the interpretation of the Rules and Regulations and on any Competition matters not regulated therein rest with the Organiser.
 9. The Rules and Regulations become effective on the date of their signing by the Organiser.

In the case of any discrepancy between Polish and English version of this Regulation, Polish version shall prevail.

Consent to processing based on art. 6 (1) (a) GDPR

I agree to the processing of my personal data and other data contained in my submission for entry to the *My Internet of the Future* Competition for the purposes of my participation in the Competition and the staging of the Competition held by the State Treasury represented by the Minister of Digital Affairs supported by the Chancellery of the Prime Minister located in Warsaw, at the address Al. Ujazdowskie 1/3, 00-583 Warszawa, Poland.