

## **TERMS AND CONDITIONS FOR “PURE DESIGN CONTEST by Wooden Story”**

**2021 Competition slogan: A child’s place in public space - an inclusive table and chair for learning and playing.**

### **§ 1 CONTEST ORGANISER**

1. The Contest (“the Contest”) is organised by Wiesław Borowy, doing business as WOODEN STORY Wiesław Borowy with its seat in Maków Podhalański (34-220), Białka 531, entered in the Central Register and Information on Economic Activity of the Republic of Poland run by the ministry competent for economy under numbers NIP 5520000405, REGON 070634144, hereinafter referred to as the Organiser.

2. The Contest is organised within the territory of Poland and titled PURE DESIGN CONTEST by Wooden Story.

#### **3. Contest Timeline:**

- Contest announcement – 21.03.2021
- The deadline for sending in Submissions – 20.06.2021
- Nominees announcement – 28.06.2021
- The deadline for sending in Entries (3D models) – 25.07.2021
- Winners announcement – 9.08.2021

4. The Contest is organised in accordance with rules defined in these Terms and Conditions, hereinafter referred to as Contest Terms and Conditions or simply Terms and Conditions, and in accordance with applicable law.

5. Contest Terms and Conditions are available at the Organiser's office and on the website [www.puredesigncontest.pl](http://www.puredesigncontest.pl).

### **§ 2 PURPOSE AND SUBJECT OF THE CONTEST**

1. The purpose of the Contest is to support, develop and comprehensively promote talented designers, especially students of architecture, design and other art school faculties.

2. Moreover, the purpose of the Contest is achieved by launching the production and sales of the winning Entries and their results, i.e. the designed furniture, under the Wooden Story brand. By entering the Contest the Entrants agree to have the Organiser produce and sell furniture models made based on the winning Entries, including consent to the transfer of copyrights, which takes place under a separate agreement concluded within 21 days from the announcement of the Contest results. The grant of rights to use the work contained in the submitted Entry to promote the Contest,

as well as transfer of rights to the Organiser to launch and sell the models, is regulated in § 10 of these Terms and Conditions.

3. Participation in the Contest is free and voluntary for the Entrants.

### **§ 3 CONTEST ENTRANTS**

1. Entrants in the Contest must be of age and have full legal capacity. The Contest is primarily addressed to students of architecture, design and other art school faculties. Anyone who meets all these Terms and Conditions is allowed to enter the Contest.

2. The Contest may not be entered by:

a) Organiser's employees, people representing the Organiser as employees or attorneys and people providing work or regular services to the Organiser based on civil law contracts,

b) anyone who is in any way and on any basis involved in the organisation of the Contest,

c) spouses of people referred to in a) or b),

d) relatives of people referred to in a) or b) in the direct line as well as in the collateral line up to the first degree inclusive, as well as their spouses.

4. By entering the Contest the Entrant agrees to submit a statement that he/she owns all copyrights, including economic and moral rights to the Entry as a work, that these rights are in no way limited or encumbered by third-party rights, and that the creation and submission of the Entry for the Contest does not violate the rights of any third parties and is the result of the Entrant's own creative work.

4. At any time during the Contest, the Organiser reserves the right to exclude from the Contest any Entrant (as well as refuse to grant the Entrant the prize) it finds to be acting in violation of these Terms and Conditions.

5. The Entrant grants the Organiser its consent to record the Entrant's image and/or the Entry both as a photograph and a video recording, as well as to use and disseminate Entrant's image recorded in this way, the image of the Entry and images of the Entrant or the Entry coming from the Entrant or made by the Entrant himself/herself. The consent to record, use and disseminate the above involves all advertising, promotional and informational activities, regardless of their form, in all media, including the Internet, in printed materials and all other media referred to in § 7(11) of these Terms and Conditions, provided that, however, the Organiser must indicate Entrant's data and the title of the Entry used by him/her (if given). Once the Winners have been selected, the use of the Entrant's image and/or the image of the Entry includes also mention of the prize awarded. The consent set out

in this Point 5 is free of charge, not limited in quantity, time and territory and includes all forms of image fixation, publication and dissemination of the image, using any medium. The image can be used in the manner and to the extent specified above concurrently with works by other authors, together with images of other people and with comments, as a whole or in part. The Organiser may use any forms of image processing, framing and composition (including electronic), without the obligation to ask the Entrant to accept the final product.

The Entrant's image will be processed according to GDPR, in compliance with the Privacy Policy posted on [www.puredesigncontest.pl](http://www.puredesigncontest.pl) website.

#### **§ 4 THE COMPETITION JURY**

1. The Contest Jury that judges the Entries and selects the Winners consists of: Magda Bovska, Michał Piernikowski, Bartosz Mucha, Paweł Mikosz and Christian Watson (Australia), and one participant nominated by Organiser (Wooden Story).
2. The Contest Jury is presented at [www.puredesigncontest.pl](http://www.puredesigncontest.pl).
3. The Contest Jury may decide not to award prizes and call the contest unresolved in the event that the submitted entries do not meet the conditions specified in these Terms and Conditions.
4. The Contest Jury reserves the right not to give reasons for its verdicts. The deliberations of the Contest Jury are secret.

#### **§ 5 PRIZES**

1. The 1st place Winner receives a cash prize of 10 000 PLN.

Moreover, the Organiser will build a prototype to the awarded design and present it at the Organiser's stand during the Maison & Objet fair in Paris. The Winner will be Organiser's guest at the fair and will have an opportunity to present the prototype in person and talk to the visitors. The Organiser will reimburse the Winner for expenses (flight, accommodation and meal voucher) in the scope and standard at Organiser's sole and absolute discretion, but no more expensive than 10 000 PLN. This part of the prize (visiting Maison & Objet) is not exchangeable for cash. Moreover, Wooden Story will produce a stand to exhibit the awarded project, with dedicated description about the contest. The cost of the stand is approx. 3500 pln. not exchangeable for cash.

2. The 2nd place Winner receives a cash prize of 6000 PLN, while the prototype built by the Organiser to the awarded design will be presented at the Formex fair in Stockholm. Moreover, Wooden Story will produce a stand to exhibit the awarded project, with dedicated description about the contest. The cost of the stand is approx. 3500 pln. not exchangeable for cash.

3. The 3rd place Winner receives a cash prize of 4000 PLN, while the prototype built by the Organiser to the awarded design will be presented at the CIFF fair in Copenhagen. Moreover, Wooden Story will produce a stand to exhibit the awarded project, with dedicated description about the contest. The cost of the stand is approx. 3500 pln. not exchangeable for cash.

4. After the Jury selects the Winners (the Winners mean 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winners), the Winners will be obliged to provide the Organiser with a bank account number to which the Prize is to be transferred.

5. The Prize will be transferred to the Winner's bank account within 10 days after the Contest is closed, i.e. after the Winners are announced.

6. The Organiser will not be responsible for failing to transfer the Prize in case the Winner provides the Organiser with incorrect, false or inaccurate personal data, or in case of any other Winner's action which makes it impossible to transfer the Prize. In this case, the Prize is forfeited to the Organiser.

6. The Entrant acknowledges and agrees that all awarded Entries may be submitted to international design contests at Organiser's sole discretion.

7. All awarded Entries will be implemented into production by Wooden Story company.

8. The Organiser will build the prototypes to the winning designs by its sole expense.

## **§ 6 COURSE OF THE CONTEST – CONDITIONS, METHOD, DATE AND PLACE OF SUBMITTING ENTRIES**

1. Eligibility for participation. The Entrant must:

a. Correctly **complete** the online application form available at [www.puredesigncontest.pl](http://www.puredesigncontest.pl); form 21.03.2021 until 26.06.2021

b. **Sign** the Entry (the "Entry"), whereby the Entry is understood as the Design of a piece of furniture fulfilling the conditions specified in § 9 of the Terms and Conditions, as well as – in subsequent stages of the Contest – a Model of the piece of furniture.

c. **Respect** the requirement that the Entry submitted for the PRELIMINARY STAGE (see also § 7 of the Terms and Conditions) must take the form of a Design (2D model) delivered as a digital file which can be previewed without any need for professional design software (like pdf, jpg, tiff, png).

d. After receiving the information that the Entry has been verified at the PRELIMINARY STAGE and qualified for the 1st STAGE OF THE CONTEST, **deliver** (in person or by a third party, e.g. by courier) the Entry directly to the Organiser's office to the following address: Maków Podhalański, 34-220, Białka 531.

e. Enclose to the Entry:

- The application form to enter the Design with consent to process personal data, attached as an appendix to these Terms and Conditions,

- The signed Declaration of Legal Status of the Entry.

2. By submitting the Entry the Entrant accepts these Terms and Conditions.

3. Only entries that have not been submitted to any other contests can take part in the Contest.

4. Each Entrant may submit only one Entry.

5. In cases where an entry has more than one author, each author is required to fill in an individual application form, stating that he/she is a co-author of the design. For the purpose of the Contest such a collective work is treated as an Entry from a single Entrant.

6. The Organiser will reject all entries submitted after the closing date, sent in by Entrants who do not meet the requirements specified in the Terms and Conditions, in particular those that do not include properly completed and signed statements required by the Organiser, necessary data or required documentation.

## **§ 7 COURSE OF THE CONTEST - EVALUATION OF ENTRIES**

### **PRELIMINARY STAGE**

1. The purpose of the Preliminary Stage is to determine which Designs meet the requirements of the Contest ("Verification"). At this stage, the submitted application forms are verified (in digital form).

Positively verified Entries are eligible for to the 1st STAGE OF THE CONTEST, which will include the maximum of 50 best-rated Entries. The Entrant qualified for the 1st STAGE OF THE CONTEST is obliged to send in a design Model fulfilling the requirements specified in § 9 of the Terms and Conditions. The model must be send to Maków Podhalański 34-220, Białka 531, within the deadline 25th of July from the day the Entrant is notified of the qualification for the 1st STAGE OF THE CONTEST (28.06.2021)

2. Verifications are made by an Organiser's representative and a member of the Jury.

3. At this stage, entries are verified for its compliance with formal requirements. Entries rejected at this stage will not take part in the subsequent stages of the Contest.

#### 1<sup>ST</sup> STAGE OF THE CONTEST

4. The 1<sup>st</sup> Stage involves preparing a list of Nominated Entries, to be qualified for the 2nd Stage (the “Nominees”). At this stage, the Jury judges the Models which meet the conditions specified in §9 of the Terms and Conditions.

5. The 1<sup>st</sup> Stage I lasts from 26.07 to 30.07.2021. In special cases, the Organiser may, at the request of the Jurors or on his own initiative, extend the duration of the 1<sup>st</sup> Stage, but no longer than 5.08.2021.

6 The Organiser will provide the Jurors with access to the Models of Entries qualified for 1st STAGE OF THE CONTEST and an evaluation sheet they will need to complete.

7. The Entries will be judged according to the criteria adopted for the Contest. The criteria for evaluating the Entries are specified in § 9 of these Terms and Conditions.

#### 2<sup>ND</sup> STAGE OF THE CONTEST

8. The 10 highest ranked Entries are nominated to the 2<sup>nd</sup> Stage (the Final).

9. The Jury will select and announce the Winners (I, II and III prize-winners) by 9th of August, and the Entrants will be notified about the results by e-mail and telephone.

Simultaneously, the list of Winners will be published on the Organiser's website [www.woodenstory.pl](http://www.woodenstory.pl), as well as on the Organiser's social network profiles, i.e. Facebook, Instagram and other media mentioned in point 11.

10. The Entrant has the right to use information about becoming a Prize Winner for promotional purposes, especially in his/her portfolio, in the press, social media, etc., subject to using the title of the Contest and Organiser's name each time.

11. The awarded Entry, together with images of the Prize Winner, can be included in: press publications and national and international media that publicise and/or promote the Contest, Organiser's publications and website that publicise and/or promote the Contest.

12. The Prize Winner transfers the ownership of the Entry to the Organiser free of charge at the point when the Winners are selected, without the need for separate agreements. This provision does not affect the provisions of these Terms and Conditions on the transfer of copyright.

13. The Organiser does not send back the Entries (Models), so they need to be collected from Organiser's headquarters (or another explicitly indicated place) personally or by a person authorized in writing, or by courier, each time at Entrant's own expense and within 6 months after the Contest is closed. After that time, the Organiser is no longer responsible for Entries and it has the right to destroy them.

#### **§ 8 PUBLIC ANNOUNCEMENT OF CONTEST RESULTS AND CONDITIONS FOR AWARDING THE PRIZE**

1. The results of the Contest will be publicly announced on the Organiser's website [www.wodenstory.pl](http://www.wodenstory.pl) and [www.puredesigncontest.pl](http://www.puredesigncontest.pl) until 9.08.2021 r.

2. The Organiser stipulates that the prize is not convertible to cash or any other equivalent in kind.

3. Prizes won in this contest are not transferable, unless the Organiser agrees otherwise in writing.

4. The Organiser will contact the Winner to arrange the prize handover and inform the Winner about the details, including the dates of the fairs in which the Winner will be invited to participate.

5. To receive the prize, the Winner must meet all the conditions laid down in these Terms and Conditions.

#### **§ 9 CONDITIONS TO BE MET BY THE CONTEST ENTRY**

1. The Contest involves creating the Entry according to the 2021 edition slogan: **A child's place in public space - an inclusive table and chair for learning and playing.**

2. The Contest is open to all Entries in the form of either a Design of a piece of furniture or a Model of a piece of furniture. The Design, i.e. the file with the 2D model submitted in digital form (via the application form), must meet the due diligence criteria and be compliant with the requirements of technical knowledge. The Model (absolutely required for admission to the 1st STAGE OF THE CONTEST), is a physical 3D object which must meet the due diligence criteria and be compliant with the requirements of technical knowledge. From the technical point of view, it must be made on a 1:1 scale or 1:2 or other, but not less than 1:4 scale. It is not necessary to use the final materials.

3. Both the Design and the Model must satisfy the requirements for ergonomics, safety of use and versatility (the table is to be suitable for a child aged between 3 and 8, including children with disabilities, whether sensory or motor, or both). The Entry must meet the basic technical conditions,

including those concerning safety, functionality, simple correct assembly, use and maintenance. The furniture piece should include interactive elements, which the child can use for learning and/or playing; it must be adjustable to the child's height and age. It should be adjusted for children with disabilities and/or include elements dedicated for children with disabilities. The Jury will make its decision based on the degree to which the Entry fulfils all of the above requirements, which is the main criterion for the judgement.

4. The Entry will be judged on:

a) compliance with the fundamental principles of the Wooden Story brand philosophy: ecology, use of natural dyes and varnishes, consideration of certified wood parameters, reduction of waste and environmental impact,

b) adjustment the furniture piece for children with disabilities, whether sensory or motor, or both

c) safety (including appropriate posture during use),

d) aesthetics,

e) ergonomics,

f) consistency of function and form.

#### **§ 10 COPYRIGHT TO THE CONTEST ENTRY**

1. The Entrant (or a group of Entrants submitting the Entry for the Contest) declares that:

(a) he/she is the sole author of the Entry and is entitled to all copyrights, including economic and moral rights in it, all its elements and all works comprising it, and may freely dispose of the Entry submitted to the Contest;

b) The Entry is not illegal, does not constitute a derivative work or plagiarism, and does not otherwise infringe any third party rights or any applicable laws;

c) copyrights to the Entry are not encumbered in any way by third party rights, and that no separate third party consent is required to use the Entry and works comprising it to any extent.

2. The Entrant is liable, regardless of fault, for any legal defects of the Entry, and undertakes to hold the Organiser free and harmless from any claims arising in connection with the possible falsity of the statement referred to in points 1 a)- c) above. Moreover, in the situation referred to above, that Entrant shall be disqualified from the Contest.



3. Any Entry that violates law or third-party rights will be excluded from the Contest, while the Entrant who submitted it will be disqualified from the Contest

5. The Entrant agrees that the Entry submitted to the Contest may be used by the Organiser and/or an entity designated by the Organiser according to its needs and requirements of its publications, to be disseminated the fields of exploitation and within the scope indicated in these Terms and Conditions. The Organiser and/or the entity designated by the Organiser may process the Entry, make relevant alterations, adaptations, add titles and subtitles, make abbreviations, technical adjustments, develop and modify it.

6. The Entrant agrees that his/her name and surname (mentioned as the author of the submitted Entry) can be used without compensation to the Entrant in all fields of exploitation known at the time of the Contest entry to promote the Contest and participate in post-contest exhibitions.

7. Upon being declared a Winner in the Contest, the Entrant is obliged to transfer to the Organiser (without compensation to the Entrant) all copyrights to the Work. Copyrights will be transferred by a separate agreement, pursuant to the rules specified in the Appendix to these Terms and Conditions – “Copyrights”.

8. If the transfer of rights referred to in point. 7 is invalid or ineffective for any reason, or the agreement referred to in point. 7 is not concluded within 21 days from the announcement of the Contest results, automatically, on the lapse of that period and without the need for separate declarations, the author of the prizewinning Entry grants the Organiser a free, irrevocable and exclusive licence unlimited in time and territory, with the right to grant further licences (sublicences), in the fields of exploitation referred to in the Appendix to the Terms and Conditions – “Copyrights”.

9. In case the Work has several co-authors, the provisions of points 7 and 8 shall apply to the co-authors. The co-authors are obliged to fulfil requirements set out in points 7 and 8.

#### **§ 11 COMPLAINTS PROCEDURE**

1. The Entrants must submit any complaints regarding the Contest in writing, within 30 days after the list of Winners is published on [www.puredesigncontest.pl](http://www.puredesigncontest.pl). Complaints must be addressed to the Organiser to the following address: Maków Podhalański (34-220), Białka 531

2. Preferably, complaints are to be sent by registered post with acknowledgement of receipt. The postmark date will serve as a proof.

3. The complaint must contain the name, surname, exact address and telephone number, as well as a detailed explication and grounds for the complaint.

4. Complaints lodged after the deadline specified in point 1 will not be handled.
5. Complaints will be investigated by the Complaints Commission (the "Commission") appointed by the Organiser.
6. The Commission will handle Entrant's complaints pursuant to these Terms and Conditions.
7. The Commission will deal with complaints within 14 days of receipt.
8. The Claimant will receive Commission's response in writing at the address given in the complaint.
9. Decisions by the Commission regarding complaints are final. Entrants who disagree with the decision can bring an action before an ordinary court.

## **§ 12 FINAL PROVISIONS**

1. The Organiser undertakes to take proper care of the Entry entrusted to it.
2. The Organiser reserves the right to identify people receiving any prizes in the Contest and to check the conformity of actual data with that given in the registration form.
3. To receive the prize, the Entrant must ensure that personal data given in the application form is accurate and complete.
4. If required by law, the Winner is obliged to pay the income tax on prizes won in the Contest, in the amount of 10% of the gross prize value, whereas the Organiser is the payer of the above tax on the prizes. In view of the above, the Organiser will award the prize on condition that the Winner pays the due tax on the prize within 14 days from the date of awarding the prize – in the case of a cash prize the Organiser will do so by deducting the 10% of the prize value, and in the case of a material prize - the Winner pays 10% of the prize value to the Organiser (the tax payer). If the deduction is not possible, the Organiser will inform the Winner about the payment method for this tax.
5. The Contest is governed exclusively by these Terms and Conditions, which is simultaneously the only document defining the principles of the Contest. Entrants who fail to meet any requirements specified in these Terms and Conditions or provide false information will be automatically disqualified, at Organiser's sole discretion.
6. In matters not regulated herein, the provisions of the Civil Code and other Polish laws relevant to the proper conduct of the Contest will apply.

## **Appendix to the Terms and Conditions – Copyrights**

1. Within the time limit specified in the Terms and Conditions the Winner – author of the prize winning Entry, hereinafter referred to as the “Author”, will conclude a separate agreement with the Organiser to transfer (proprietary effect) all copyrights to works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (hereinafter referred to as “Works”), their elements and parts that make up the Entry (including the Entry as a Work), including derivative rights, without any limitation in time (for the entire duration of these rights) and territory, in all legally permissible fields of exploitation known at the moment of accepting the transfer of rights, in particular fields such as:

a) presenting and sharing by any means or techniques, including video, audio, wire, wireless, by a ground station or otherwise,

b) entering into computer memory, mobile phones memory, multimedia networks, including the Internet, making available in return for payment or free of charge by any means, including the Internet, to any entity,

c) making the Work available to the public in such a way that everybody could have access to it in a place and at a time chosen by themselves,

d) using the whole or any fragments of the Works in any other works,

e) permanent and temporary reproduction and recording by any means and techniques, including in particular printing, reprography, magnetic recording, digital recording and any other, in any form, including in particular on all kinds and formats of CD-ROM, DVD, optical, magneto-optical and magnetic discs, compact discs and any other data storage media,

f) disseminating in any way and any form, marketing in any way, including in particular by means of rental, lending and lease agreements, as well as making available in electronic networks, including in all kinds of IT, ICT and telecommunication networks, including the INTERNET network, using any technology, including in such a way that everybody can have access to it at the time and in a place chosen by themselves,

g) translating, adapting, introducing any changes, modifications, including rearrangements, and disposing and using the modified Work in any way,

h) Public and non-public presentation, exhibition, performance or reproduction, by any means,

i) Public and non-public broadcasting and rebroadcasting in any way, including by means of visual images or sound, by wire or wireless,

j) Using in productions based on the Entry.

2. Concurrently with the transfer of economic copyrights, the Author transfers to the Organiser the right to exercise derivative rights to the Work, and permits the Organiser to use these derivative rights to the Work and freely dispose of them. If that had not happened earlier, at that point the Organiser also acquires the ownership of the item (carrier) on which the Work has been recorded. The Organiser may develop the purchased Work, including making any changes in it. The Organiser may also dispose of and make use of Works so developed.

3. Due to the transfer of proprietary copyrights by the author of the winning project (Laureate), the organizer undertakes to inform about the author of the project (his name and surname) each time in communications after the project is put into production.

4. Unless the Terms and Conditions provide otherwise, to the fullest extent permitted by law, the Author irrevocably and unconditionally waives the right to his or her moral rights (including any rights granted under Article 16 of the Copyright Law) held or potentially held on any Works. Simultaneously, the Author irrevocably authorises the Organiser to exercise all moral copyrights in the Works. The Author agrees not to exercise the moral rights to the Works acquired by the Organiser subject to the rights set out in § 7 point 10 of these Regulations.

5. It is the intention of the parties that the Organiser should acquire the economic copyright (including derivative rights) to the fullest extent possible. If this acquisition requires additional action in act or in law, the Author obligates to undertake this action immediately in cooperation with the Organiser.

6. If there are several authors of one Work (co-authorship of the Work), they must jointly transfer their rights to the Organiser pursuant to the rules specified in this Appendix.