

TERMS AND CONDITIONS
of the I international digital art competition
CRYSTAL CANVAS ROOKIES

§ 1
General Provisions

1. These Terms and Conditions, hereinafter referred to as the **“Terms and Conditions,”** **“Terms,”** or **“T&C,”** define the terms, scope, and conditions of participating in the international digital art competition **Crystal Canvas Rookies**, hereinafter referred to as the **“Competition.”**
2. The Competition is organized by **Ten Square Games S.A. seated in Wrocław**, address: ul. Traugutta 45, 51-416 Wrocław, registered in the entrepreneur’s register maintained by the District Court for Wrocław-Fabryczna in Wrocław, VI
3. Organizatorem Konkursu jest **Ten Square Games S.A. z siedzibą we Wrocławiu**, ul. Traugutta 45, 51-416 Wrocław, wpisaną do Rejestru Przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla Wrocławia – Fabrycznej we Wrocławiu, VI Economic Division of the National Court Register, under KRS no. 0000704863, with NIP no. 8982196752 and REGON no. 021744780, with a share capital of 733,482.20 PLN, paid entirely, hereinafter referred to as the **Organizer**.
4. The Organizer announces the competition, oversees its correct course, and ensures the Jury has organizational support.
5. The Curator of the competition is Aleksandra Lison.
6. The competition takes place on the following website: www.tensquaregames.com/crystalcanvas24.
7. By joining the competition, the participants accept the rules set out in these Terms&Conditions.
8. These Terms and Conditions are available on the Organizer’s website at: www.tensquaregames.com/crystalcanvas24.

§ 2
Goals and aims of the competition

1. The competition is aimed at digital art beginners and amateurs wanting to present their works to a wider audience.
2. The goal of the competition is to promote digital art and recognize interesting artistic stances, as well as support and give publicity to beginner digital artists.
3. The competition has two categories: 2D and 3D.

§ 3
Rules of participating in the competition and organizational conditions

1. The condition of participating in the competition is sending an application, along with the competition work, before the deadline through the application form available at <http://www.tensquaregames.com/crystalcanvas24>.
2. One person may submit one original self-made project, for which the Participant has full copyrights, both personal and financial, along with the application form available at www.tensquaregames.com/crystalcanvas24
3. Works submitted to the Competition cannot contain personal data, break the law, particularly personal rights of third parties, as well as general societal norms—in particular this applies to content widely regarded as vulgar and insulting, insulting others' feelings, including religious feelings, displaying violence or racism, violating the right to privacy, and containing materials protected by exclusive rights (e.g. copyrights) without the approval of the entitled parties.
4. Participation in the competition is connected to declaring that the Participant will take responsibility for any third-party claims made towards the competition's Organizer in cases of the Participant violating copyrights in their work, or giving false data.
5. The Participant prepares the work using generally available computer software. Formats allowed: .jpg or .png
6. The max size of the submitted file along with attachments is 100MB. The entirety of the work should be compressed into a .zip file.
7. The file names for submitted works have to contain the following information: full.name_title.[format]
8. The final deadline for submissions is 20th May 2024.
9. Works submitted after the deadline will not take part in the competition.
10. The competition accepts both works created earlier fitting the competition's theme, as well as works created for the competition.
11. Commercial projects cannot be submitted to the competition.
12. The competition is open and international.
13. Participation in the competition is voluntary and free of charge.
14. The competition's language is English.

§ 4

Participants

1. Any person, who on the day of submissions is 16 or older and has read and accepted the following Terms and Conditions, can participate in the competition, and shall be referred to hereinafter as a **“Participant”**.
2. Employees and members of the Organizer's board, as well as persons having a direct impact on the preparation and running of the competition cannot participate in it.
3. Teams of creators cannot participate in the competition.
4. The competition is meant for beginner artists.
5. Each Participant shall be treated equally and fairly by the Organizer.

§ 5

Theme and requirements for submissions

1. The topic of the competition is “Aerial Adventures”.
2. The Participant may only submit one work (character, environment or prop design) in one of the two categories:
 - a) 2D
 - b) 3D (works should be sent in the form of 2D artwork)
3. The term “Aerial Adventures” shall only be an inspiration. The Participants may present their own vision of the theme in any timeframe, real or fantastic and any interpretation.
4. The Participants are tasked with creating a project and sending a submission containing three elements:
 - a. Board with concept sketches (72 dpi jpg)
 - b. Final competition illustration (72 dpi jpg)
5. The graphical element may be created in any digital technique, 2D or 3D. The final work has to be submitted as a 2D artwork.
6. The artworks can be created horizontally or vertically.
7. Photo-bashing is allowed.
8. Using AI software and AI-generated art is forbidden. The organizer reserves the right to inspect the layer file for verification purposes.
9. Artworks not fulfilling and following the above requirements will not be rated by the Jury.

§ 6

Timetable

1. The competition will be announced on the Organizer's website on 04.03.2024.
2. The final deadline for submission of works - 20.05.2024.
3. The deliberation of the Jury and selection of the winners will take place from 01.06 - 15.06.2023.
4. The Organizer will inform the winners about the results of the Competition immediately via e-mail. The Organizer is not responsible for errors in the contact details provided by the competition Participants.
5. The results of the Competition will be announced by 15.06.2024 on the website www.tensquaregames.com/crystalcanvas24.
6. The online showcase will take place on 15.06.2024.

§ 7

Jury and rules of scoring the competition

1. In order to rate the competition works, the Organizer will create a Jury consisting of:
 - a. Malwina Werner
 - b. Aleksandra Lison
 - c. Mateusz Bogusz

d. Sebastian Szczesiak

1. The Jury rates the works based on the following criteria:
 - a. originality and atmosphere
 - b. quality
 - c. compatibility with the theme
2. The competition will be won by Participants whose works will be rated the highest by the Jury in accordance to the above rules, and requirements set out in the T&C
3. The Jury's decisions are final, and no appeals will be accepted.

§ 8

Prizes

1. The jury selects the 1st, 2nd and 3rd prize winners in the competition. The prizes are in kind and digital (codes for online courses) and are awarded in the following categories:

a) For winning 1st- 3rd place in the 2D category:

1st Place: Portable console ROG Ally, codes for 5 courses at domestika.org;

2nd Set of ROG branded gadgets and accessories, codes for 5 courses at domestika.org;

3rd Place: codes for 5 courses at domestika.org.

b) For winning 1st- 3rd place in the 3D Category:

1st Place: Portable console ROG Ally, codes for 5 courses at domestika.org;

2nd Place Set of ROG branded gadgets and accessories, codes for 5 courses at domestika.org;

3rd Place: codes for 5 courses at domestika.org.

2. The Jury may award any number of honorable mentions in the Competition.
3. Each of the competition winners and honorable mentions is entitled to consult the winning projects and their portfolio with the Organizer's team of artists. The consultation will be held online at a date set by the Organizer.
4. First, second and third place winners and honorable mentions will be given the opportunity to present their competition project on the Poznań Game Arena (PGA) event's main stage, on 24-27th October 2024. Presence at the PGA event is not mandatory. The tickets for the event shall be provided by the organizer.
5. It is not possible to exchange in-kind and digital prizes for cash.
6. Shipping of prizes to the winners will be at the expense of the Organizer. The Organizer will also cover the value of tax on the prizes awarded. If the shipment of prizes involves additional fees or duties, they will be borne by the winner.

§ 9

Copyrights

1. By submitting the Competition work, the Participant grants the Organizer a non-exclusive, territorially unlimited license, together with the right to grant sublicenses to third parties, to use the author's economic rights to the work submitted to the Competition and all works

included in it, including in particular logotypes, trademarks, advertising slogans, without any quantitative and territorial limitations, within the scope of the following fields of exploitation:

- a. fixation and reproduction on any medium, in particular on: computer disks, by printing, digital, reprographic techniques and all types of media intended for digital recording;
 - b. public display, reproduction; advertising
 - c. reproduction of the work submitted to the Competition on websites, and in other media, as part of promotion and advertising of the Competition or the Organizer
 - d. dissemination through public exhibition and display
 - e. use of selected works for educational and promotional purposes, including publication of selected works also in promotional materials, in occasional publications and press materials and on the Internet.
 - f. The right to circulate copies of the media at home and abroad,
 - g. marketing by means of the Internet and other data transmission techniques using telecommunications, IT and wireless networks;
 - h. lending, rental or exchange of carriers on which the work was fixed;
 - i. introduction into computer memory and into multimedia networks in unlimited numbers and volumes;
 - j. use in multimedia works;
 - k. making the work available to the public and distributing it in such a way that everyone can access it at a place and time of their choosing via multimedia, the Internet, databases, servers or other devices and systems, including those of third parties, in open or closed circulation, in any technique, system or format, with or without the possibility of recording, including web services;
 - l. synchronization with other works.
2. The license referred to in paragraph 1 will cover all works included in the works, including those that will not be used in the competition.
 3. Under the license referred to in paragraph 1, the Organizer is entitled to non-commercial use of the Competition works in various forms, e.g. (exhibitions, publications, informing and advertising about the editions of the Competition, etc.).
 4. Simultaneously with the acquisition of the license to the works contained in the submitted works and the realization ideas included therein, the Organizer acquires the ownership of the copies on which these works were recorded.
 5. The license referred to in paragraph 1 is granted for a period of 5 (five) years, and after the expiration of this period it transforms into a license granted for an indefinite period of time and may be terminated at one year's notice, effective at the end of the calendar year.

6. When exercising the rights under the license, the organizer undertakes to mark the works with the name of their authors.

§ 10

Personal Data

1. Personal data shall be processed in accordance with the regulations on personal data protection, in particular 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 (hereinafter referred to as "GDPR"),
2. The administrator of the personal data of the competition Participants is Ten Square Games S.A., based in Wrocław, 45 Traugutta Street, 51-416 Wrocław, e-mail: administracja@tensquaregames.com.
3. In case of any doubts related to the processing of personal data, you can contact the data protection officer appointed by the Organizer:
 - a. by mail: Ten Square Games S.A. with its registered office in Wrocław, 45 Traugutta Street, 51-416 Wrocław (preferably with the note GDPR)
 - b. by e-mail: dpo@tensquaregames.com
4. Personal data of the competition Participants will be processed on the basis of:
 - a. the legitimate interest of the Administrator of the personal data, which is the conduct of the Competition, the selection of the winners and the awarded persons and their publication, the awarding of prizes and information about the Competition, in accordance with Article 6.1.f GDPR;
 - b. the fulfillment of a legal obligation, such as those arising from copyright, in the case of labeling the work contained in the competition entry with the author's name, or tax law related to the settlement of the Prize;
 - c. the Participant's voluntary consent in order to promote the competition.
5. Personal data will be processed in the competition for the period necessary to fulfill the purpose for which they were collected, i.e. the execution and organization of the competition, its various stages, and after the end of the competition for archival purposes for the period necessary to protect possible claims. In the case of granting consent for promotional activities, personal data will be processed until the consent is withdrawn.
6. Personal data of competition Participants may be made available to persons who will participate in the meeting constituting the Prize, as well as to IT companies, professional consultants, including auditors or couriers serving the Organizer.
7. The competition participant, within the scope of the regulations, has the right to access his/her data or to receive a copy of it, to correct it and to delete it, as well as to limit or

object to the processing of the data or to lodge a complaint to the President of the Office for Personal Data Protection (to the address of the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw).

8. Providing personal data is voluntary, nevertheless without providing them it will not be possible to
9. participation in the competition or undertakings organized as part of the competition will not be possible.
10. Personal data of the competition Participants may be transferred outside the European Economic Area, however, in this case the Administrator shall conclude appropriate agreements to guarantee the data subjects an appropriate level of protection of their personal data.
11. The works of the winners and honorable mentions will be published on the Organizer's website, with the name and country of residence of the awarded competition Participants.

§ 11

Final Provisions

1. The Organizer reserves the right to make changes to the Regulations and to interrupt or cancel the competition for any reason. Information about changes in the Regulations and about the cancellation or interruption of the competition will be posted on the Organizer's website www.tensquaregames.com/crystalcanvas24.
2. Issues not regulated by these Regulations shall be resolved by the Organizer.
3. The Organizer is not responsible for entries that have not reached him for reasons beyond his control.
4. The Organizer is not responsible for damages caused by incorrect or outdated data provided by the competition Participants.
5. The Organizer reserves the right not to return unused competition works.
6. Entering the competition is tantamount to acceptance of the terms of these Regulations.
7. In all matters not covered by these Regulations, the relevant provisions of Polish law shall apply.
8. Any disputes between the Participants and the Organizer will be resolved amicably, and if no agreement is reached, the proper court of jurisdiction will be the common court of the Organizer's seat.
9. Questions regarding the competition should be sent via e-mail to crystalcanvas@tensquaregames.com.
10. The Regulations shall come into force on the day of the announcement of information about the competition.