

REGULATIONS

of the Competition of Young Designers with the Purpose of Development of the Designer's Style for the Leopold Jazz Fest 2019

1. General Provisions

1.1. The Competition is the Competition of Young Designers with the Purpose of Development of the Designer's Style for the Leopold Jazz Fest 2019, which will be held by the "TOV LEOPOLIS JAZZ".

1.2. The Customer and Organiser of the Competition is "LEOPOLIS JAZZ Limited Liability Company" ("TOV LEOPOLIS JAZZ"); domicile: 52 O. Honchara Str., Suite 26, Kyiv, Ukraine; Code of the Unified State Register of Enterprises and Organizations of Ukraine (USREOU Code) 37535698 (hereinafter referred to as "**the Organiser**").

1.3. Goal of the Competition: development of the corporate style and design of the Leopold Jazz Fest 2019 (hereinafter referred to as "**the Festival**").

1.4. These Regulations (hereinafter referred to as "**the Regulations**") shall determine procedure and conditions of the Competition performance.

1.5. A Winner of the Competition will be determined in accordance with the results of voting.

1.6. The Organiser shall have the right to engage third persons in order to ensure performance of the Competition, as well as supervision over the Competition and awards ceremony of awarding Winners of the Competition.

2. Time Period and Place of Performance of the Competition

2.1. The Organiser will perform the Competition in the entire territory of Ukraine (except for the territory of the Autonomous Republic of Crimea, the City of Sevastopol, as well as the territory of the Joint Forces Operation, hereinafter referred to as "**the Competition Territory**").

2.2. The Competition will be held during the following period of time: from 00:00:00 a.m. **November 09, 2018**, to 11:59:59 p.m. on **November 30, 2018**, inclusive (hereinafter referred to as the Period of the Competition).

2.3. Time Period of registration of participants on the Internet-site of the Organiser (www.leopolisjazz.com; hereinafter referred to as the **Organiser's Internet-site**) and downloading the competitive works to the file sharing service (fex.net) or to the Google Disk from 00:00:00 a.m. **November 09, 2018**, to 11:59:59 p.m. on **November 30, 2018**, inclusive.

2.4. Determination and announcement of the winner of the Competition will be made **on December 17, 2018**.

3. Financial Incentive of the Competition

3.1. Financial incentive of the Competition is as follows: financial resources in the amount of **100,000 Hryvnias (one hundred thousand Hryvnias and 00 copecks)**, which will be treated as the financial incentive of the Competition winner, who has complied with all conditions of these Regulations (hereinafter referred to as **the Financial Incentive of the Competition**).

3.2. In the case of absence of any competitive works in accordance with the Regulations of the Competition and/or in accordance with the design, which will be acceptable for the style of the Festival 2019, finalists of the Competition (however no more than three individuals) will be awarded in the following manner: each of them will receive the financial incentive in the amount of **10,000 Hryvnias (ten thousand Hryvnias and 00 copecks)**.

4. Requirements to the Participants of the Competition

4.1. Individuals in the age of from 18 till 30 years (inclusive) will be invited to participate in the Competition. Age of individuals will be determined as of the date of beginning of the Competition: November 09, 2018.

4.2. Only citizens of Ukraine can participate in the competition.

4.3. The individual, who complies with the requirements of paragraph 4 of these Regulations and who has performed all other requirements of these Regulations in a proper manner, will be treated as the Participant of the Competition.

4.4. Despite of compliance with the requirements of these Regulations, the following individuals will not be treated and cannot be treated as the Participants of this Competition:

4.4.1. Employees and representatives of the Organiser of this Competition, as well as of any other persons, which take part in the preparation and performance of the Competition, as well as their close relatives (husband/wife, brother/sister, children, parents);

4.4.2. The individuals, who will be younger than 18 or older than 30 years old as of the date of beginning of the Competition.

4.4.3. Persons who are not citizens of Ukraine.

4.4.4. The individuals, who did not comply with the conditions of participation in the Competition and who have violated these Regulations.

4.5. During the period of participation in the Competition, Participants of this Competition undertake to:

4.5.1. comply with the requirements of these Regulations, as well as norms of the applicable legislation of Ukraine;

4.5.2. provide complete, correct, and true data, which are required in accordance with these Regulations.

4.5.3. abstain from the wilful making difficulties and breeding impediments for other Participants of the Competition.

4.5.4. abstain from commission of the actions, which will call eligibility of participation of such Participant in the Competition into question.

4.5.5. store original files of the competitive works, which were created for participation in the Competition.

4.6. Taking participation in the Competition, Participant of the Competition agrees and confirms the fact that he/she has read these Regulations, as well as that he/she is completely agreed with these Regulations.

4.7. Should a Participant of the Competition provide untrue/incorrect data for participation in the Competition (including, the data concerning means of communication with such Participant of the Competition, the Organiser shall bear no responsibility for undertaking to provide the Financial Incentive of the Competition, and such Participant of the Competition shall lose his/her right to receive the Financial Incentive of the Competition.

4.8. Should a Participant of the Competition violate the undertakings, which were envisaged by these Regulations and which have caused damages of the Organiser, this Participant of the Competition shall undertake to indemnify such damages in full provided that they are confirmed by documents.

4.9. The Organiser shall reserve the right to make decision on exclusion from participation in the Competition in respect of those Participants, who have violated their obligations, which are envisaged by these Regulations.

4.10. Any Participant of the Competition, who shall not fulfil conditions of these Regulations (or fulfil these conditions in improper manner), shall lose his/her right in respect of further participation in the Competition.

5. Terms and Conditions of Participation in the Competition

5.1. In order to participate in the Competition, it is necessary to perform all actions that are listed below:

5.1.1. during the Period of the Competition (till 11:59:59 p.m. on November 30, 2018): to create the following artistic works (hereinafter referred to as the **Artistic Works**; and transfer the same to the Organiser in accordance with the manner that is envisaged by these Regulations): layout of the poster of the Leopold Jazz Fest 2019;

Criteria of selection: compliance with the Regulations of the Competition and acceptability of design to the style of the Festival 2019.

5.1.2. complete the electronic application-questionnaire in accordance with the following link: <https://goo.gl/forms/GXNaUpdQ1y5orS9k2> .

5.1.3. upload the file along with the Artistic Works to the file sharing service (fex.net) or to the Google Disk and state the first name and family name of the Participant.

It is prohibited to propose for participation in the Competition, that is upload the Artistic Works to the file sharing service (fex.net) or to the Google Disk, provided that copyrights and/or related rights in respect of these Artistic Works do not belong to the Participant.

5.1.4. to send the link to the file sharing service, to which the Artistic Works are uploaded, to the Organiser (electronic address: **pr@leopolisjazz.com**).

5.1.5. to store originals of the Artistic Works, which were created for participation in the Competition.

5.2. Requirements to the Artistic Works:

5.2.1. The layout of the poster must be presented as the small-scale specimens of the model of the advertising bill which can be used for printing the advertising bill, advertising materials and the Happy New Year Congratulation, and which can include the works of the artistic design, photographic artistic works, illustrations, sketches, other components and objects.

5.2.2. It is necessary that the Artistic Work must be connected with the Festival and/or Jazz music genre, that is, it must include information on the Festival or on the Jazz (as the visual presentation or as a subject section of the Artistic work).

5.2.3. The Artistic Work must be created by the Participant in person, it must not be created by any Participant in partnership with other individual(s), it must be an original artistic work, and it must not be copied from other sources.

5.2.4. All exclusive intellectual property rights to the Artistic Works and all components (objects), which compose the Artistic Work, must only belong to the Participant in full. The exclusive intellectual property rights to the Artistic Works and all components (objects), which compose the Artistic Work, must not be transferred (alienated) by the Participant to any persons, must not be at any judicial issue and no third party's rights must exist in respect of these Artistic Works. Any permit (licence, right) for utilisation of the Artistic Work in any manner will not be given to anybody.

5.2.5. The Artistic Work must not include any image, information with the calls to military operations or separatism, racism, class opposition, paintings or the calls, which appeal and invoke overthrow of the Ukrainian power or performance of military operations; include any images/simulations of the state emblems (national state emblem, national flag) of any states/unrecognized states/republics as well, any groups/communities/parties/organisations as well.

5.2.6. The Artistic Work must not include any offences and abusive language.

5.2.7. The Artistic Work must not include any graphic or textual information, which includes menaces or offences in respect of other individuals.

5.2.8. The Artistic Work must not include any attributes of the hidden and/or unfair advertising, and/or it must not include third persons' trademarks.

5.2.9. The Artistic Work must not include any attributes and/or components of erotic art or pornography.

5.2.10 The Artistic Work must not include any graphic or textual information of fraudulent nature, as well as information, which dishonours human dignity and honour, excites the race, national, political and/or religious hostility and intolerance.

5.2.11. The Artistic Work must not violate the third party's rights, including the intellectual property rights. No videograms, pictures, and photos, which were created or performed by other individuals (who are not Participants), will not be admitted to the participation in the Competition.

The Artistic Works must not include images of natural persons (individuals).

5.2.12 The Artistic Works must not violate moral norms and they must not include inadmissible information.

5.2.13. The Artistic Works must comply with the requirements of the applicable legislation of Ukraine, and they must not include any calls to the actions, which can cause damages to other individuals or property.

In order to ensure that each Artistic Work will be admitted to participation in the Competition, it must be checked (moderated) in order to establish compliance with the Requirements to the Artistic Work, which are established by these Regulations. Should any Artistic Work contain grammatical errors or orthographical mistakes it may be corrected by the Organiser of the Competition.

The Artistic Works, which do not comply with at least one of the above-listed requirements, and/or other requirements of these Regulations, will not be admitted to participation in the Competition and they will not be reviewed by the Organiser.

5.3. During the Period of the Competition, any Participant shall have the right to submit no more than three sets of the artistic works.

5.4. ORGANISER OF THE COMPETITION SHALL NOT MAKE ANY STATEMENTS, SHALL NOT PROVIDE ANY GUARANTEES (EITHER EXPRESSLY OR BY IMPLICATION), INCLUDING THE GUARANTEES IN RESPECT OF THE FACT THAT A PARTICIPANT WILL OBTAIN IN THE FUTURE ANY PROFESSIONAL OR OTHER BENEFITS DUE TO PARTICIPATION IN THIS COMPETITION DESPITE OF THE FACT WHETHER A PARTICIPANT WOULD BE DETERMINED AS THE WINNER OR NO.

6. Determination of the Winner of the Competition

6.1. All Artistic Works, which comply with the requirements that are envisaged by paragraph 5.2. of these Regulations, will take part in the Competition.

6.2. Determination of the Competition Winner, who will have the right to receive the Financial incentive, will be made through selection of his/her Artistic Works by the judges of the Competition, who are members of the Organisation Committee of the Festival.

6.3. Determination of finalists of the Competition will be made on December 10 through voting of judges.

6.4. Determination of the Winner of the Competition will be made on December 17, 2018.

6.5. In accordance with the results of voting in respect of the Competition Winner, relevant minutes will be made, which will fix the following:

- the Artistic Works and the author of these Artistic Works, who is the Competition Winner, and
- additional Artistic Works and authors of these Artistic Works, who will be candidates to the position of the Competition Winner (hereinafter referred to as the **Finalists of the Competition**).

6.6. The Organiser shall make announcement on the Competition Winner, who will have the right to receive the Financial incentive, as well as on the fact of his/her determination as the Competition Winner during 5 (five) working days upon completion of the procedure for determination of the Competition Winner at the Internet-site of the Festival (www.leopolisjazz.com), as well as with the help of notices by telephone and message to be sent to the e-mail address of the Winner.

6.7. During 5 (five) working days from the date of receipt of the message concerning determination of a Participant as the Competition Winner, such Participant must arrive to the address, which must be additionally agreed by this Participant and Organiser, and perform all the actions as follows:

6.7.1. to sign relevant contract, subject-matter of which will be connected with the transfer (alienation) by the Competition Winner of all exclusive rights of the intellectual property (proprietary author's rights and related rights) in respect of all his/her Artistic Works, which are envisaged by Articles 424 and 452 of the Civil Code of Ukraine, as well as by Articles 15, 39 – 41 of the Law of Ukraine "On the Author's Right and Related Rights" No. 3792-XII dated December 23, 1993 (along with all changes and amendments), which the Competition Winner has been uploaded to the file sharing service (fex.net) or the Google Disk, to the benefit of the Organiser (without any restrictions in respect of the territory and period of validity in full volume). In accordance with this contract, the author's financial incentive will be included to the Financial incentive, which the Competition Winner will obtain according to these Regulations, and this financial incentive will not be paid to the Competition Winner additionally;

6.7.2. to make the written permit concerning provision of the Organiser with the right to disclose information concerning family name, first name, and surname of the Competition Winner;

6.7.3. to provide the Organiser with the documents as follows:

- copy of the certificate on the personal tax number of the Competition Winner, as well as copy of the Competition Winner's passport;
- other necessary documents, which are to be determined at the discretion of the Organiser and which are required for payment of the Competition Financial incentive to the Winner.

6.7. In the cases, if:

6.7.1. during 5 (five) working days upon completion of the procedure for determination of the Competition Winner, the Organiser has failed to establish contacts with the Winner in accordance with the procedure that is envisaged by paragraph 6.6. of these Regulations, or

6.7.2. the Competition Winner did not fulfil all conditions that are envisaged by paragraph 6.6. of these Regulations,

then it will be treated that such Participant of the Competition has lost the right to obtain the Financial incentive, and the Organiser shall have the right to determine one of Finalists of the Competition as the Competition Winner. If the Organiser fails to determine the Winner from the finalists of the Competition, the financial incentive in the amount of 10,000 Hryvnias (ten thousand Hryvnias and 00 copecks) will be paid to the finalists (however no more than three individuals).

6.8. Results of Determination of the Competition Winner will be final and may not be appealed.

7. Conditions and Period of Receipt of the Financial Incentive.

7.1. The Competition Winner will receive the Financial incentive through transfer of financial resources to the banking card of the Winner.

7.2. The Organiser will agree specific date of receipt of the Financial incentive with the Competition Winner by telephone and/or by e-mail.

7.3. The Organiser will act as the Tax Agent in the course of the Competition and ensure taxation of the Financial incentive in accordance with the applicable legislation of Ukraine. Payment of cash compensation in the amount of 100 000 UAH (one hundred thousand UAH, 00 kopecks) will be made after payout of Taxes by the Organization.

7.4. The Organiser shall bear no responsibility for incapability of any Participant of the Competition to receive and use the Financial incentive due to absence of relevant documents that are required for Receipt of the Financial incentive.

7.5. Receipt of the Financial incentive is only allowed for the individual, who was declared as the Competition Winner or the Finalist of the Competition. If a Winner or a Finalist of the Competition has no possibility to receive the Financial incentive on any reason that do not depend on the Organiser, then the Winner or the Finalist of the Competition shall have no right to receive any compensations or other payments from the Organiser.

7.6. Transmission of the right to receive the Financial incentive to the third person is not allowed.

7.7. The Organiser shall bear no responsibility in respect of further utilisation of the Financial incentive by the Competition Winners upon receipt of the Financial incentive.

7.8. Strict compliance with all requirements of these Regulations is necessary condition of receipt of the Financial incentive. Noncompliance with the actions that are envisaged by these Regulations will cause deprivation of the Competition Winner with the right to receive the Financial incentive. In this case such Winner of the Competition will be treated as the Winner, who has refused from receipt of the Financial incentive, and he/she has no right to receive any compensations from the Organiser.

8. Procedure and Methods of Provision of Information on these Regulations and on Conditions of the Competition. Technical Conditions

8.1. Provision of information on these Regulations and on conditions of the Competition shall be made with the help of announcement of the Competition, as well as upload of the Regulations of the Competition to the Internet-site of the Organiser (www.leopolisjazz.com).

8.2. These Regulations and conditions of the Competition can be changed and/or amended by the Organiser of the Competition during the entire period of the Competition performance. Making changes in and/or amendments to these Regulations, as well as to the requirements of the Competition shall be made through publication of new revision of these Regulations by the Organiser of the Competition in accordance with the same procedure, which is established for publication of these Regulations and conditions of this Competition. These changes and amendments shall be valid upon publication of new revision of these Regulations on the Internet-site www.leopolisjazz.com .

8.3. Participants of the Competition shall have the right to contact with the Organiser of the Competition in respect of all issues at the following address: pr@leopolisjazz.com.

8.4. The Participant of the Competition shall pay for utilization of the Internet network at his/her own expense.

8.5. All Participants of the Competition shall pay for all expenditures, incurred by them in connection with participation in the Competition at their own expense, including (without any limitations) the expenditures that are connected with utilization of the Internet network both for uploading and publication of the competitive works, and for receipt of any information on the Competition).

8.6. The Organiser of the Competition shall not take part in solving the disputes concerning possibilities of participation in the Competition of any Participants.

9. Other Conditions of the Competition

9.1. Participation in the Competition shall automatically mean that relevant Participant of the Competition has read and completely agree with these Regulations. Violation of these Regulations by the Participant of the Competition or refusal of any Participant from proper fulfilment of these Regulations will be treated as refusal of the Participant from participation in the Competition, as well as from receipt of the Financial Incentive of the Competition, and in this case such individual shall have no right to receive any compensations from the Organiser.

9.2. All Participants confirm that they agree with the following:

9.2.1. processing/utilisation of their personal data in order to ensure contacts with them concerning this Competition;

9.2.2. free-of-charge utilisation of the information, which they have provided, by the Organiser of the Competition with the marketing purposes and with the help of the methods, which do not infringe applicable legislation of Ukraine (including through transfer of information to the third persons);

9.2.3. free-of-charge utilisation of their names, family names, images, interviews or other materials concerning Participants with advertising/ marketing purposes, including the right to publish this information in media, any printing, audio- and video-materials, and Organiser of the Competition will not pay compensations for such utilisation by any third person. Provision of such consent shall be treated in accordance with Articles 296, 307, 308 of the Civil Code of Ukraine.

9.2.4. Publications concerning the Competition Winner at the Internet-site (www.leopolisjazz.com) and social networks.

9.3. Participants of the Competition shall guarantee that they have copyrights to the Artistic Works, which take part in the Competition. Any claims from the part of third persons concerning copyrights in respect of photos or their improper utilisation by the Organiser of the Competition shall be solved by Participants in person without engagement of the Organiser of the Competition.

9.4. The Organiser, as well as third persons, which were engaged by it, shall bear no responsibility in the case of occurrence of force majeure circumstances, such as natural disasters, fires, floods, military actions of any nature, blockades, essential changes in the legislation that is applicable within the Territory of the Competition, other circumstances beyond the control of the Organiser, as well as control of the third persons, which were engaged by them, circumstances, due to which payments of the Financial Incentive of the Competition have become impossible.

9.5. The Organiser shall bear no responsibility for:

9.5.1. failure to provide the Participants with information concerning these Regulations of the Competition;

9.2.2. compliance with the intellectual property rights by the Participants of the Competition during the period of creation of the Artistic Works by these Participants;

9.5.3. the Organiser shall have the right (on its own discretion) to prohibit further participation in the Competition for any individual, who violates these Regulations of the Competition, acts in a destructive manner or perform any actions in order to offend, threaten or do harm to any other individual, who can be connected with this Competition.

9.6. If any aspect of this Competition cannot be implemented on any reason in accordance with the method, which was planned earlier (including the reasons, which were caused by virus infection, failures within the Internet network, defects, manipulations, unauthorized tampering, falsification, technical bugs or any other reason, which is beyond the control of the Organiser and which impairs or interferes into performance, safety, honesty, entirety or proper performance of the Competition, the Organiser shall have the right (on its own discretion) to cancel, stop, change or suspend performance of the Competition or declare that any registrations are invalid.

9.7. This Competition is not a lottery or a service in the sphere of the gambling business.

9.8. All interrelations, which are connected with performance of the Competition, shall be regulated on the basis of the applicable legislation of Ukraine. In this case, if a situation allows varying interpretations of these Regulations, then doubtful problems, which are not regulated by these Regulations, must be regulated by the Organiser. Resolutions of the Organiser in respect of all problems, which are connected with performance of the Competition, shall be final and binding resolutions. Results of the Competition shall not be appealed.

9.9. Each Participant, who takes part in the Competition, confirms that he/she has read these Regulations and is agreed with their conditions.

9.10. Participation in the Competition is treated as the definitive consent of the Participant with the above-listed provisions and confirmation of the fact that Participant knows his/her rights as

the subject of personal data in respect of the applicable legislation of Ukraine concerning personal data protection.

9.11. Participants of the Competition shall bear responsibility for correctness of the information they have provided (including the information concerning their contacts and addresses), as well as for noncompliance with (untimely compliance with) their rights and obligations, which are envisaged by these Regulations (including Financial incentives).

9.12. The Organiser of the Competition shall reserve the right to perform photo- and video shooting the procedure of receipt of the Financial incentive by the Competition Winner and to publish these materials on the Internet-site of the Competition and at any other public resources or media without payments of any financial remuneration to Participants of the Competition.