

# The Regulations of the Szymon Szurmiej Contemporary Jewish Drama International Competition

These Regulations (hereinafter referred to as the “Regulations”) define the rules of the Szymon Szurmiej Contemporary Jewish Drama International Competition (hereinafter referred to as the “Competition”) and the conditions for participation in the Competition.

This Competition aims to find new, valuable dramatic works inspired by broadly defined Jewish-related topics and to promote contemporary theatrical literature that fosters the development of dialog and understanding regardless of the differences between people due to race, gender, religion, and social situation.

The idea of the Competition - the contemporary Jewish drama - is part of the artistic search conducted by the Jewish Theater under Golda Tencer. A theater that is a living place cultivating social and intergenerational dialog between cultures, a dialog with history, taking up not only subjects dedicated to the Holocaust and the memory thereof but also identity in general, searching for one's place in the world, dealing with religion and customs, enslavement and freedom, emancipation, violence (also domestic violence), orphans, rejected, travelers, migrants, and speaks about it using a rich, modern language of the contemporary stage.

## 1. Organizer

1. The Competition has been organized by Estera Rachel and Ida Kamińskie Jewish Theatre Yiddish Cultural Center in Warsaw (hereinafter referred to as the “Organizer”).
2. The Competition Partner is the Polish Section of the International Association of Theater Critics (IATC / AICT) and TVP Kultura channel (hereinafter referred to as “Partners”).
3. The Patron of the Competition is the ZAIKS Authors' Association and the Capital City of Warsaw (hereinafter referred to as “Patrons”).

## 2. General provisions

1. This Competition is open to the public.
2. Only original Works that so far have not been published in Poland or abroad, staged, or submitted to other competitions may be submitted to the Competition. Adaptations of other works will not be considered.
3. If the co-authors wish to submit a Work to the Competition, they should submit it jointly.
4. By joining the Competition the Participant accept the rules of the Competition as defined by the provisions of these Regulations.
5. Works violating the rights of third parties or the applicable laws may be excluded by the Organizers from the Competition.

## 3. The Subject of the Competition

1. This Competition aims to find new, valuable dramatic texts inspired by broadly defined Jewish-related topics (hereinafter referred to as a “Work” or “Works”).
2. The Works that fail to meet the conditions set forth by the Regulations shall not be subject to the Jury's assessment and shall be excluded from the Competition.

## 4. Rules governing the participation in the Competition

1. Participation in the Competition is voluntary and free.
2. Except for the members of the Jury, members of the Polish Section of IACT / IATC, employees of TVP Kultura, ZAiKS, the Warsaw City Hall, and the Jewish Theater, the Competition is open to any natural person (hereinafter referred to as the "Participant"), who is required to meet the following conditions:
  - a. read and accept the Regulations,
  - b. be at least 18 years old and have a full legal capacity,
  - c. write and send to the Organizer a Work in accordance with the conditions outlined in the Regulations.
3. To be admitted to the Competition, the Participant must submit the Work in one of five languages: Polish, Yiddish, and English, Russian, and Hebrew.
4. Participants deliver their submissions (hereinafter referred to as the "Submission") in person in the Jewish Theater or send them by post to the following address: Teatr Żydowski im. Estery Rachel i Idy Kamińskich w Warszawie, ul. Senatorska 35, 00-099 Warszawa, with a note "Konkurs im. Szymona Szurmieja".
5. The Participant may submit one Work for the Competition. Sending several Works shall result in a situation where just the first application including a given Work sent by the Participant will be considered in the Competition.
6. Each Submission should include:
  1. one sealed envelope including the Work signed with an emblem (a name consisting of any letters, other than a graphic form) in the form of a computer printout (2 copies, A4 format) and an electronic copy on a CD or pen drive (doc / docx file and PDF file; the pages of the printout should be stapled or bound),
  2. the second sealed envelope that includes: the completed Submission form downloaded from the Organizer's website, containing personal data of the Participant (name, surname, date of birth, telephone number, postal address, e-mail) and a short biographical note (education, occupation, achievements, etc.) as well as the following statement:

*"I declare that I have read the Regulations of the Szymon Szurmiej International Competition. I consent to the processing of my personal data for the purposes of the Competition to the extent and under the Regulations as set out by the policy regulating the processing of personal data defined in Article 10 of the Competition Regulations and I confirm that I have read the said policy."*
7. Failure to meet the above conditions shall result in the rejection of the Application.
8. The Organizer will not return the Works sent for the Competition.
9. The Works shall be submitted by September 15th, 2021. The post mark shall be the proof confirming that the Submission was shipped before the deadline.
10. The Organizer shall not be liable for postal services, courier, or e-mail services used by the Participants. The Organizer shall also not be responsible for the actions of any third parties related to the organization of the Competition and for the damages caused by providing incorrect or outdated data by the Participants of the Competition.
11. The results of the Competition will be announced on the last day of Hanukkah, that is on December 6th, 2021.
12. In justified cases, the Director of the Jewish Theater may extend the deadline for submitting the Applications. Such information will be published on the Organizer's website.
13. The Organizer reserves the right to remove or disregard Submissions (Works) whose author:
  - a. has violated the provisions of these Regulations or taken an action which raises a reasonable suspicion that it may lead to certain attempts to circumvent the Regulations, the rules of participation in the Competition or applicable laws,

- b. has violated the applicable law governing the Competition,
- c. fails to act on his/her behalf and instead acts by third parties,
- d. has used in the Work the wordings that are commonly considered to be offensive, vulgar, or ridiculing and content that violate or may violate personal rights or third party rights as well as pornographic content, promoting hatred based on racial, ethnic, religious background or discriminating society groups.

14. The competition procedure begins upon announcement thereof on the Organizer's website.

## 5. The Jury

1. To ensure the proper conduct of the Competition, the Organizer has appointed a six-person Jury.
2. The jury will consist of experts in contemporary drama and theater.
3. In addition, the honorary member of the Jury will be the representative of the Competition's Patron.
4. The composition of the Jury is open and will be disclosed to the public by publishing it on the websites of the Organizer, Partners, and Patron as well as in the media.
5. The jury will be responsible for ensuring that the Competition is conducted correctly, the decision-making regarding all issues related to Competition, including the interpretation of the provisions of these Regulations, and selecting four Winners who will be awarded the Prize.
6. The Organizer shall be responsible for:
  - a. planning the Competition budget and monitoring correct use thereof, paying for the works conducted by the Jury, including the fees of the Jury members,
  - b. planning and coordinating the activities at every stage of the Competition,
  - c. contacting the Participants, including notifying them about the progress of the Competition and the results,
  - d. coordinating the Jury's works, organizing the deliberations.
7. The Jury's works have been regulated by the Regulations governing the Jury's Works and accepted by them.
8. The decision taken by the Jury is final and is not subject to any appeal. The Jury is not obliged to present reasons for their decision.

## 6. Copyrights

1. By entering the Competition the Participant or the Participants who are co-authors of the Work declare that as the Participant or Participants submitting their Work as co-authors they are the only authors of the Work submitted for the Competition and that the Work is their own creation, free of any legal defects and any third party claims.
2. Participants shall be fully responsible and shall indemnify the Organizer of any liability should a third party claim the right to the Work they submitted and when the content of the Work submitted for the Competition is unlawful or violates the rights of the third parties.
3. Under a separate agreement, the Winner of the Competition will grant the Organizer the consent (hereinafter referred to as the "License") to use the winning Work.
4. The license granted shall include the right to use the Work exclusively without any quantitative and territorial restrictions for 5 years as of the day the results of the Competition are announced, and it shall cover the following areas:
  1. staging the Show and the Work;
  2. recording and reproduction of the Work, directly or indirectly, without any restrictions, on

any medium, using all available technologies, including:

- a. producing and reproducing copies of the Work with the help of any technology, regardless of format, recording, or medium;
  - b. saving the Work in the computer's memory and multimedia networks, including storage and further processing into any format;
3. as regards the trading and distribution of the original copy or copies of the recorded Work: by placing the original copy or copies of the Work on the market in any available way, technology and mediums, including the transfer of ownership, lending, rental, or lease and sharing under other legal relations;
4. as regards the distribution of the Work in a manner other than specified in item 2:
- a. public display, reproduction, exhibition, performance, as well as any other use of the Work or parts thereof (or any elements thereof) in any form, in visual, audiovisual or multimedia works, for the purposes of any kind of advertising, publicity, competition, festival, as well as reviews and other similar events, online, in cinemas, in multimedia presentations, on television or by any other means of public broadcasting,
  - b. broadcasting and re-broadcasting, cable and wireless, by terrestrial station or by satellite, together with the right of retransmission on digital platforms or in cable networks, simultaneous integral broadcasting (re-broadcasting) by another radio or television organization;
  - c. use as part of compilations or combinations with other works; including by supplementing the Work with advertising, commercial, informational or promotional communication of the Theatre;
  - d. sharing the Work with the public by making the Work accessible to the public at a time and place of their own choosing, using any technology or device, including "video on demand" and "live streaming";
  - e. introduction to a multimedia network - Internet and use in online services.
5. The Winner of the Competition shall consent to the exercise of derivative rights to the Work in the fields specified in item 3 above. Furthermore, the Winner of the Competition shall not exercise his/her rights under personal copyrights against the Organizer.
6. The awarding of the Grand Prize to the Winner shall be subject to the prior conclusion of an agreement between the Winner and the Organizer pursuant to the terms and conditions specified in items 3 and 4 above.

## **7. Publication of Winners' details and images**

By applying for the Competition, the Participant agrees that his or her name will be published on the list presenting the Winners of the Competition, which will be published as defined in Article 8.

## **8. Announcement of the Competition's results**

1. The final results of the Competition will be announced on the last day of Hanukkah, on December 6, 2021.
2. Participants will be notified about the results of the Competition by e-mail sent to the address they provided in the form. The list of winners will also be officially published, on the websites of the Jewish Theater, IATC / AICT of the Polish Section, TVP Kultura, ZAiKS and in the media.

## **9. Awards and Distinctions**

1. After receiving the submissions, the Jury will select the Winner of the Grand Prize and three

Distinction Winners.

2. The winners of the Competition will be awarded the following prizes and distinctions:
  1. The Winner of the Grand Prize - a prize of PLN 30,000;
  2. Distinction Winners - prizes amounting to PLN 5,000 each.
3. If there are several authors of the awarded or distinguished Work - the co-authors and the winners will share the awarded amount of the prize or distinction.
4. The prizes and distinctions outlined in item 2 above are gross amounts.
5. The prizes and distinctions will be funded by the Organizer, who will also pay the applicable tax on their value as defined by the Bill of 26 July 1991 on personal income tax.
6. In addition to the statutory prizes, the Jury may award the authors of the most interesting works with extra-statutory prizes.
7. The jury may not award any prizes or award only selected prizes.
8. In the notification from the Organizer, the Winners will receive a request to complete, sign and return to the Organizer within 7 days from the date of receipt of the message from the Organizer the agreement concerning granting a license to the Work.
9. In order to receive the prizes, the Winners will have to meet all the conditions set out in these Regulations, and it will take place no sooner than after the effective conclusion of an agreement with the Organizer under which the Winner will grant a license to the winning Work.
10. Should the Winners fail to meet the conditions set out in item 9 and 10 above, which are necessary to award the prize, this, in particular, refers to failing to conclude a License Agreement for the winning Work within the time-limit specified in the Regulations, the Jury will select the next Participant who will receive the prize.
11. The Organizer shall not be responsible for failure to deliver the prize to the Participant if the inability to provide the prize resulted only from the Participant's failure to meet the conditions required for the prize or provide correct data or data consistent with the Regulations.
12. The Organizer funds the prizes.
13. If the prize fails to be awarded in the Competition for reasons beyond the Organizer's control or because of which the Winner of the Competition loses the right for reasons specified in these Regulations, the Main Prize will remain at the Organizer's disposal.

## 10. Personal data processing

1. Based on Article. 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), we would like to inform you that:
  - o The administrator of personal data provided by the Participants of the Competition is the Organizer, i.e. Estera Rachel and Ida Kamińskie Jewish Theatre Yiddish Culture Center, 00-099 Warsaw, 35 Senatorska St. The Organizer has appointed the Data Protection Officer (DPO) who will supervise the processing of personal data on the Organizer's behalf. You may contact the DPO directly in all matters connected with the personal data processing at [iod@teatr-zydowski.art.pl](mailto:iod@teatr-zydowski.art.pl) or by writing to:  
  
Estera Rachel and Ida Kamińskie Jewish Theatre Yiddish Culture Center, 00-099 Warsaw, 35 Senatorska St. with the note "Data Protection Officer".
2. The legal basis for the processing of the Participants' personal data is the Participant's consent to participate in the Competition - Article 6 sec. 1 letter (a) GDPR, the performance of the contract - Article 6 sec. 1 letter (b) GDPR and the legitimate interest of the administrator - Article 6 sec. 1 letter (f) of the GDPR.

3. The personal data of the Participant is processed in connection with the Participant's submission of the Work to the Competition. The purpose of the processing of personal data is to conduct the competition procedure and select the winners of the Competition as well as to complete tax or other similar settlements as requested by the law, related to the scholarships, prizes, and distinctions that Participants and Competition Winners are to receive, in accordance with the provisions of these Regulations.
4. The Organizer informs the Participants that participation in the Competition requires providing personal data and it is also a statutory requirement for tax settlements. Failure to provide personal data precludes participation in the Competition and completion of tax and other similar settlements required by law, related to scholarships, prizes, and distinction that Participants and Competition Winners are to receive, in accordance with the provisions of these Regulations.
5. The Organizer is informing that every Participant has the right to:
  - access personal data and receive a copy thereof;
  - request rectification (correction) of personal data;
  - request to restrict the processing, deletion, forgetting of personal data and to object to data processing;
  - withdraw the consent to the processing of personal data;
  - transfer personal data (if technically possible).

In order to exercise the above-listed rights, the Participant should contact the Data Protection Officer ([iod@teatr-zydowski.art.pl](mailto:iod@teatr-zydowski.art.pl)) or write to the Administrator's office.

The Participant has also the right to lodge a complaint with the supervisory body responsible for matters connected with protecting the personal data, i.e. the President of the Personal Data Protection Office.

6. The Organizer informs that the Participants' personal data will be kept throughout the duration of the Competition as well as for the statute of limitation on any claims, including tax and civil claims, depending on which of those periods will take place later, and in accordance with other applicable laws, including those relating to the archiving of documents in a unit.
7. The Organizer informs that the personal data of the Participants will not be profiled or transferred to third countries. However, personal data, such as the name of the Participant who is the Competition's Winner will be publicly announced under the Regulations set out in Article 7 and 8 of the Regulations. The personal data of the Participants may be transferred to entities cooperating with the Organizer (providing, for example, legal, IT, accounting services) to the extent necessary, under personal data entrustment agreements concluded between the Organizer and these entities.

## **11. Final provisions**

1. The Organizer reserves the right to amend the Regulations during the Competition and undertakes to immediately publish the amended Regulations wherever the previous Regulations were published. Any amendments to the Regulations shall not result in the cancellation of the submissions accepted before the amendments were introduced.
2. The Competition may be called off by the Organizers at any time without providing a reason.
3. In all matters connected with the Competition, the Participants may contact the Organizer by email at: [r.szmigiero@teatr-zydowski.art.pl](mailto:r.szmigiero@teatr-zydowski.art.pl)