



The Regulations of the Contest

“#IChooseWSH”

§ 1

[General Provisions]

1. The Organizer of the Contest held under the name of “#IChooseWSH”

is Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław), at Ostrowskiego 22, 53-238 Wrocław, entered the directory of non-public higher education institutions, kept by the Minister responsible for higher education and science under number 111, Tax Number: 8991902184, referred to as Organizer or University.

2. The Contest takes place **from August 2nd, 2021 until September 20th, 2021.**

3. The Organizer is the sponsor of the prizes in the Contest.

4. The Contest aims to promote educational activities conducted by the University.

5. The Regulations stipulate the terms and conditions for participation in the Contest, as well as rights and obligations of the Contest participants, referred to as Regulations.

6. Participation in the Contest is free.

7. The Contest is open to adults with full legal capacity, as well as minors with the consent of their parent or legal guardian, who at the same time meet the participation requirements specified in § 2 paragraphs 1 and 2 of the Regulations. Appendix no. 1 to the Regulations includes a template of consent for a parent/legal guardian on participation in the Contest.

§ 2

[Participation in the Contest]

1. The Organizer addresses the Contest to students of Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław). Participants, regardless of nationality, must begin or continue their education in the fall semester of 2021/2022 on full-time and part-time undergraduate and postgraduate programs taught in Polish or English languages.

2. In the Contest can take part a person (Participant) who:

1) Is a student of the Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław) or became admitted to studies in the fall semester 2021/2022,

2) has not had any affiliations with a member of the Contest Commission (i.e., is not a relative, which in accordance to the Regulations means: in the ascendant line, the descendant line, sibling, and spouse of abovementioned relatives, as well as relatives of the first degree),

3) is not or was an employee of Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław) or other person cooperating with the Organizer on whatever legal grounds,

4) is the author of a sent contest work.

5) became familiar with the Regulations of the Contest and accepted its terms and conditions.

§ 3

[The Contest work and terms and conditions]

1. The Contest task is to prepare an original audiovisual recording as a video (Recording or contest work) where Participants creatively express why in their opinion studies at Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław) is the best choice.

2. Length of the Recording must be a minimum of 30 seconds and a maximum of 60 seconds.

3. They must make the Recording with the use of a camera, a smartphone, or a tablet.



4. It is illegal to use other's music works or others, in the recording that the Participant does not own or has rights to.
5. The Participant is obliged to provide written consent of people whose image or works they used in the contest work.
6. The Recording must be in Polish or English language.
7. The contest work must relate to the theme of the Contest, which is included in Section 1 of this paragraph.
8. Each Participant can send only one contest work.
9. The Participant must send the contest work with the declaration stating "I became familiar and accept the Regulations of the Contest with appendices" (in case of minors – together with the signed scan of appendix no. 1), and provide name and surname, currently studied major, and a student card number. In case of lack of the student card number, the Participant must provide a place of birth. The Participant must send the abovementioned work and regulations via e-mail to konkurs@handlowa.eu at the latest **on 20th September 2021**, with a message titled **"#IChooseWSH"**.
10. The requirement for participation in the Contest is providing true personal data, mentioned in section 8 of this paragraph, and other necessary data for the Organizer to pay the tax from the prize. Providing personal details is voluntary. However, if the Participants or their parent/ legal guardian's refusal to provide personal data, provide them incomplete, fake, or refuse to process them for this Contest, Participants work is going to be deemed as anonymous which makes the Organizer unable to take them it consideration while conducting the Contest and, in consequence, exclude the Participant from the Contest.
11. Sending the contest work and consent for participation in the Contest by a parent/legal guardian is equivalent to:
 - 1) Acceptance by the Participants and/or their parent/legal guardian terms and conditions of the Regulations and unconditional consent on the use of all of its decisions,
 - 2) The Participants or their parent/legal guardian's unconditional and unpaid consent for processing the Participant's data by Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław), at Ostrowskiego 22, 53-238 Wrocław, presented as the administrator of the personal data within the meaning of the Personal Data Protection Act to organize, conducting and promoting the Contest via the internet, newspapers, newsletters, and materials summing up the Contest and promoting future editions.
 - 3) The Participants or their parent/legal guardian's declaration that the Participant is the author of sent contest work and has exclusive and unlimited proprietary and moral copyrights to the Contest Work.
 - 4) The participants or their parent/legal guardian's free and voluntary consent based on article 81 paragraph 1 of the Act of February 4, 1994, on copyright and related rights (Journal of Laws of 2021, item 1062) for multiple recordings, use, and dissemination, including publishing by the Organizer the image of the Contest Participant (including the silhouette and voice) recorded in the Contest work, as well as photographs, which were taken by the Organizer, without territorial and time limitations, through utilizing any form and medium, including on screens and advertising billboards, as well as in the press and on the Internet - for informational, promotional, and marketing purposes of the Organizer,
 - 5) The free and voluntary consent of the Contest Participants or their parent/legal guardian's (applies to minors) to use the submitted contest work by the Organizer (free non-exclusive license) with rights for granting a sub-license, without territorial or time limits, upon written notice of termination within 3 years with effect at the end of the calendar year in which it was submitted, in the following fields of exploitation: repeated, unpaid, publication of the contest work by the Organizer and publication of the Contest Participant's name, surname, and citizenship, in particular in the press and on the Internet, in promotional materials related to the Contest, including on the website www.handlowa.eu, Organizer's profile in social media (Facebook, Instagram, and others), as well as for their use for informational, promotional and



marketing purposes of the University, including in particular, the recording and multiplication of the contest work with any technique, in particular: printing, reprography, magnetic recording, digital, audiovisual, on any media, without limitation as to the number and size of copies, as well as dissemination of the Contest Work by the public exhibition, displaying and making it available in such a way so that everyone can have access to it at a time and place of their own choice, including on advertising screens and billboards, as well as in the press and on the Internet; at the same time agrees to the exercise of derivative copyrights, in particular creative transformation, alteration, and adaptation of the whole work or fragments; multiple publications in promotional materials related to the Contest as well as using them for the Organizer and obliges to not to exercise his/her moral copyrights to the contest work and photographs without the prior written consent of the Organizer,

- 6) Participants and their parent/legal guardian's declaration that in case of violation of any third-party rights, the Participants or their parent/legal guardian's release the University from any claims made by abovementioned entities.
- 7) With submitting the declaration of transferring the full proprietary copyrights to the awarded contest works to the Organizer, upon receipt of the prize, under terms and conditions specified in the Regulations.

12. Contents of sent contest works cannot violate neither Polish nor International laws, as well as moral and ethical norms. Particularly the Work cannot present pornographic content, contents regarded as immoral, images of third parties that did not consent for their use, or violating third-party copyrights. Works and images also cannot contain radical social behaviors, i.e., discriminating according to sex, beliefs, skin tone, or contents violating personal goods or dignity of a third party. Contest works and photographs that are presenting the abovementioned contents are disqualified from the Contest.

13. Acceptance of the Regulations is equal with the Participants or their parent/legal guardian's consent (applies to minors) of any agreements and declarations specified in the Regulations.

§ 4

[Judging day and prizes]

1. Winners are going to be decided by the Contest Commission with the following members:
 - 1) Rector of Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław).
 - 2) Vice-rector of the Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław).
 - 3) Manager of the Marketing Department of Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław).
 - 4) Director for the University's organization and development.
 - 5) WILK MEDIA Representative
2. The Organizer claims the right to unrestricted change of members of the Contest Commission.
3. The Contest comprises two stages:
 - 1) I stage - the formal assessment of whether the Participant and the Work meet the requirements specified in Regulations.
 - 2) II Stage – quality assessment understood as compatibility with the Contest theme, creativity, promotional value, aesthetics, originality.
4. The Contest Commission is going to select from Participants who meet the requirements specified in Regulations, authors of the best works (further named as Winner or Winners) which are going to be granted with 100% discount for a semester of undergraduate or postgraduate studies, further referred to as Prize.
5. The discount is going to be granted for spring semester 2021/2022 or fall semester 2022/2023. The Prize is selected independently by the Organizer.
6. The Winner has no right to exchange the prize for another or financial equivalent.



7. The Winner has no right to transfer the prize to a third party.
8. The Organizer claims the right not to commit all Prizes if there is a lack of contest works that are meeting the requirements.
9. Judging Day will be **at the latest on 30th September 2021**.
10. The Contest Results are going to be announced at the University's website www.handlowa.eu.
11. The Organizer is obliged to pay on behalf of the Winner the tax on the Prize in the amount resulting from the Personal Income Tax Act to the account of the competent tax office.
12. The Organizer acquires unpaid proprietary copyright from all awarded contest works upon awarding the Prize.
13. The requirement for releasing the Prize is the prior conclusion of the agreement on transferring the awarded work's copyright to the Organizer according to the template in appendix no. 3 to the Regulations of the Contest within the time specified in section 14 of this paragraph.
14. The participants or in case of minors – a parent/legal guardian are obliged to sign two copies of the agreement mentioned in section 13 and to submit them to the Organizer within 7 calendar days from the Judging Day. If this duty is not fulfilled within the abovementioned time it is resulting in giving the Organizer the right to refuse releasing of the Prize, removing (losing) the title of the Winner, and selection of other contest work or ceasing selection of other contest work and not awarding the Prize to another Participant.
15. If a person who does not meet the participation requirements or person who does not meet all formalities given in Regulations claims the prize, such person loses rights to claim the prize in the Contest, and if the Organizer releases the prize before this circumstance becomes known, he/she is obliged to return the equivalent monetary value of the Prize augmented with the value of income tax to the Prize paid by the Organizer within 7 days from the notice. Due to the above, all Prizes awarded in the Contest, increased by the value of the tax on the Prize, shall be released to the Contest winners subject to return under article 411 item 1 of the Civil Code.
16. If the Winner is crossed out from the list of students, under any reason, does not give him/her the right to receipt from the Organizer any part of the equivalent monetary value of the awarded Prize and any other related claims.

§ 5

[Complaint Procedure]

1. Any complaints relating to the Contest must be sent by the Participants in writing, along with a justification by registered mail to the Organizer's address or by e-mail to the e-mail konkurs@handlowa.eu during the Contest period and not later than 7-days from the closing date of the acceptance of the Contest works.
2. The Organizer will consider complaints, specified in section 1 above, sent within the time specified above within 21 calendar days of their receipt. Complaints sent after this time shall not be entertained.
3. The Organizer shall inform the Participant about the decision regarding the complaint via e-mail or letter. The Organizer's decision is final, and it is not possible to appeal.

§ 6

[Final Provisions]

1. Regulations are available on the Organizer's website www.handlowa.eu.
2. The Organizer claims the right to make changes of Regulations on condition that such change will not infringe rights claimed by Contest Participants. Changes to Regulations are going to be published on the webpage defined in Section 1 in advance.
3. In all matters not covered by these Regulations, Polish law shall apply.



4. Any disputes that might arise in connection with performing obligations related to this Contest will be settled amicably, and in case of lack of agreement, will be subject to resolution by a common court of law competent for the seat of the Organizer.
5. The Regulations shall come into force upon their promulgation.

Attachments to the Regulations:

1. Template of parent/legal guardian consent for participation in the Contest.
2. RODO (Personal Data Protection Act) Information Clause.
3. Template of the agreement for free transfer of proprietary copyrights to the Contest Work.
4. Template of prize receipt protocol.



Appendix no. 1 to Regulations of the Contest held under the name of “#IChooseWSH”

.....
(place, date)

.....
(name and surname of a parent/legal guardian*)

.....
(address)

STATEMENT

I hereby declare that I am a parent/legal guardian* of.....,
and that I became familiar with the Regulations of the Contest held under the name of
“#IChooseWSH”, further referred to as the Contest organized by Wyższa Szkoła Handlowa we
Wrocławiu (the University of Business in Wrocław), at Ostrowskiego 22 in Wrocław, and I am accept-
ing all its provisions. At the same time, I give my consent for my son/daugh-
ter* to take part in the Contest, including use of his/her image ac-
cording to terms and conditions of the Regulations.

I declare that I give my free and voluntary consent for the processing of my and my
son/daughter's* personal data by the University, under the regula-
tions on personal data protection for the needs of the organization to organize, conduct, and pro-
moting the above Competition.

.....
(legible, handwritten signature of a parent/legal guardian)

* delete as appropriate



Appendix no. 2 to the Regulations of the Contest held under name “#IChooseWSH” – RODO (Personal Data Protection Act) information clause.

Who is the administrator of your data?

The administrator, understood as the entity that decides how your data is going to be used, is Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław), Ostrowskiego 22, 53-238 Wrocław, further referred to as “University”.

The administration appointed the Inspector of Personal Data Protection with whom you can contact via post at the following address: Wyższa Szkoła Handlowa we Wrocławiu, Ostrowskiego 22, 53-238 Wrocław or via e-mail: rodo@handlowa.eu

Where the University got my data?

We received your data from you by your participation in the Contest #angielski

What is the purpose and basis for the University’s processing of your data?

1. The University processes your data based on its legitimate interest [Article 6 section 1 letter f of RODO (Personal Data Protection Act)] for the purpose and to the extent necessary for:
 - 1) to conduct the Contest, to verify the Contest Participant, to conduct and settle the Contest, to issue the Prize to the Winner of the Contest,
 - 2) archiving and to assert or defend against claims, as well as to ensure accountability (demonstrating compliance with legal obligations),
2. Personal data for publishing the information about the winners of the Contest are being processed based on expressed consent, following Article 6 section 1 letter a of RODO (Personal Data Protection Act).
3. the University may also process your data based on Article 6 section 1 letter b of RODO (Personal Data Protection Act), as this is necessary for performing the license agreement (concluded with you by your acceptance of the Contest rules), and in case of Winners to execute the agreement of transferring the contest work proprietary copyrights.

Do you have to provide the University with your personal information?

The personal data you provide is voluntary, however, failure to provide it will prevent you from participating in the Contest and/or issuing the Prize.

What rights do you have against the University regarding the processed data?

You can demand from us: access to your data, correction, erasure, restriction of processing, transfer. You also may withdraw your consent to processing and object to the processing of your data.

If your data is incorrect or incomplete, you can request their correction. Here, we may limit the processing of your data until we determine whether the data is correct.

If you object to the processing of your data, you may request deletion of your data. Here, we may limit the processing of your data until we determine whether the legitimate grounds outweigh the grounds for your objection.



If your data is no longer necessary for the purposes for which they were being collected or are being processed unlawfully, you can request erasure or restriction of the processing.

You may complain about the processing of your data by the University to the President of the Office for Personal Data Protection.

Who do we share your data with?

We may share your data with:

- 1) entities involved in the organization and conduct of the Contest,
- 2) competent state authorities, in the scope resulting directly from legal regulations,
- 3) legal, economic, IT advisors, and others cooperating with the University.

How long do we keep your data?

The University is processing the personal data of participants until the end of the Contest. The University is also processing personal data of participants until the statute of limitations for claims of the University and participants, related to the organization and conduct of the Contest.

The university is processing your data processed to execute the license agreement concluded with you will for the period necessary for its execution and securing the lawful use of the license granted to us.

If we reasonably believe that we may need to investigate or defend against a claim, the University is storing your data for the period until the claim becomes time-barred or for the duration of legal proceedings, including the period for enforcing the judgment.

Do we transfer your data to countries outside the European Economic Area?

The University does not transfer your data processed in connection with your participation in the Contest to countries outside the European Economic Area.

Will automated decisions are being made based on your data or will we create your profile based on your data?

The automated decision-making is not using your data. The University will also not create profiles based on your data.



Appendix no. 3 to the Regulations of the Contest held under the name “#IChooseWSH”

AGREEMENT FOR FREE TRANSFER OF PROPRIETARY COPYRIGHTS

Concluded on..... in Wrocław, further referred to as Agreement, between:

Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław), at Ostrowskiego 22, 53-238 Wrocław, entered the directory of non-public higher education institutions, kept by the Ministry responsible for higher education and science under number 111, Tax Number: 8991902184, represented by Ph.D. Roman Fulneczek, referred to as **Assignee**.

and:

.....
.....
.....

(name, surname, address, citizenship, PESEL number or passport number and birth date, name and address of a competent tax office), further referred to as Author.

or

(if the Participant is underage)

.....
.....
.....

(name, surname, address, citizenship, PESEL number of an underaged participant or passport number and birthdate) further referred to as **Author**, represented by the parent/legal guardian.....

.....
.....
(name and surname, address, PESEL number or passport number and birth date of the parent/legal guardian, name and address of a competent tax office).

Jointly referred to as **Parties**:

§ 1

1. The Author declares he/she is the author of the work entering the Contest organized by the Assignee held under the name of **#nazwakonkursu**, further referred to as Contest and he has full proprietary and moral copyrights to the work, further referred to as Work.
2. The Author declares that the Work does not infringe on the rights of third parties, in particular, that he has obtained all necessary consents and permissions required by the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2019, item 1231, as amended) and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, page 1, as amended).

§ 2

1. The Author declares that in connection with the awarding of his/her Work in the Contest; he transfers to the Assignee, in exchange for the prize, based on exclusivity, the Author's proprietary copyrights and related rights to the unlimited use and disposal of the Work, in Poland



and abroad (Without territorial or time limitations), according to Article 64 of the Act of 4 February 1994 on Copyright and Related Rights, and also transfers to the Assignee the ownership of a copy of the Work transferred to the Assignee in the Contest's course and permits the Assignee to use and dispose of the Work and disposal of the Work, including its adaptation, modification, and combination with other material. The Author expresses consent to the exclusive authorization of the Assignee to allow third parties to exercise the dependent rights by those entities in the above scope.

2. Transfer of proprietary copyrights to the Work includes the following areas of exploitation:
 - 1) all recording and reproduction by audiovisual technique (including entry into the memory of a computer or other device), production of copies by any technique, including magnetic, mechanical, optical, electronic or other, by analog or digital means, in any system or format, on any media, including audio or video, paper or similar, photosensitive, magnetic, optical, disks, memory dice, computer media and other recording and memory media.
 - 2) marketing, lending, or renting the original or copies.
 - 3) Any other dissemination, including:
 - a) all broadcasting and re-broadcasting, including by wire or wireless vision or sound, by terrestrial stations, by satellite, on cable, telecommunications or multimedia networks or other transmission systems (including simulcasting or webcasting), in unencrypted or encrypted form, in open or closed circuit, in any technique (including analog or digital), system or format, with or without recording capability, including text, multimedia, Internet, telephone or telecommunications services,
 - b) any public dissemination of the Work, in any medium, including the Internet, social media, in such a way that anyone may have access to it at a time and place chosen by them, including through terrestrial stations, via satellite, cable networks, telecommunications or multimedia networks, databases, servers or other devices and systems, including those of third parties, in the open or closed, in any technique, system or format, with or without the ability to record, including the services listed in paragraph (a) above,
 - c) any public display, performance, and exhibition.
3. The Author entitles the Assignee to exploit the Work in its entirety or fragments of its choice.
4. Transfer of proprietary copyrights and related rights shall take place upon the conclusion of this agreement.
5. The Author allows the Assignee to exercise on behalf of the Author his/her copyrights to the Work, in particular, the right to decide:
 - 1) 1) about the inviolability of the content and form of the Work.
 - 2) about the first display of the Work to the public.
 - 3) supervision of the manner of use of the Work.

§ 3

1. The Author assures that the consents and permissions got by him/her referred to in § 1 section 2 of the Agreement, shall enable the Assignee to exercise all rights to the Work gained based on this Agreement.
2. The Author declares that any natural or legal person, starring or recorded in the Work shall not demand remuneration from the Assignee, including remuneration for dissemination of the Work in media and Internet (including social media) and other forms of public distribution of



the Work. If such demands occur, the Author obliges him/herself to satisfy these demands on his/her account.

3. The Author releases the Assignee from any responsibilities towards demands of third parties regarding violating their rights connected to the usage of copyrights by the Assignee based on this agreement.

§ 4

1. All changes to this agreement must be made in writing under penalty of nullity.
2. In matters not covered by this agreement, Polish law shall apply, in particular the Civil Code and the Act of 4 February 1994 on Copyright and Related Rights.
3. Any disputes arising in connection with the performance of this agreement shall be settled in Poland by the court having jurisdiction over the Assignee's registered office.
4. The Agreement has been drawn up in two identical copies, one for each Party.

.....
Assignee

.....
(Author. In case of underage participants –
a parent/legal guardian)



WSH

Wyższa Szkoła
Handlowa
we Wrocławiu

Appendix no. 4 to the Regulations of the Contest held under the name of “#IChooseWSH”

TEMPLATE OF THE PRIZE RECEIPT PROTOCOL

Wrocław, dated on:

As the Winner of the Contest held under the name of “#IChooseWSH” and on2021, I the undersigned.....(name and surname of the Participant) hereby confirm the receipt of the prize from Wyższa Szkoła Handlowa we Wrocławiu (the University of Business in Wrocław) at Ostrowskiego 22, 53-238 Wrocław, of the prize in the form of with the monetary value of..... (in words:) augmented by the income tax of the Prize which shall be paid by the Organizer.

The protocol has been drawn up in two identical copies, one for each Party.

On behalf of the Organizer:

Signature: _____

Signature of the Participant. In case of underage participants – a signature of their parent/legal guardian: _____