

**\*\*RECRUITMENT REGULATIONS FOR THE PRESENTATION OF PERFORMANCES IN THE FIELDS OF DANCE THEATER, MOVEMENT THEATER, AND PERFORMANCE ARTS AT THE 1ST EDITION OF THE "BODY AND TIME" FESTIVAL AT THE KTO THEATER IN KRAKOW\*\***

**\*\*I. Basic Information:\*\***

- 1) The KTO Theatre in Krakow, a Cultural Institution of the City of Krakow, located at ul. Zamoyskiego 50, 30-523 Krakow, hereinafter referred to as the "Organizer," is the organizer of the Open Call, hereinafter referred to as "Recruitment," for performances in the fields of dance theater, movement theater, and performance arts.
- 2) The Recruitment is organized within the framework of the "Body and Time" Festival, conducted and financed by the KTO Theatre and consists of a two-stage selection process: online casting and presentation of competition entries (in whole or in parts) at the Organizer's headquarters.
- 3) The Festival aims to showcase young, debuting artists and to foster dialogue about both historical and contemporary dance theater, movement theater, and performance art.
- 4) The Recruitment format allows the Organizer to select the best theatrical performances presented in the competition entries.
- 5) The goal of the Recruitment is to select 8 participants for the second stage of the competition, who will present their works at the Organizer's headquarters during the "Body and Time" Festival from September 8-14, 2024, including the selection of one winner (champion) of the competition.
- 6) The Organizer reserves the right to eliminate entries that would violate generally accepted moral and ethical standards or that would be discriminatory on the basis of gender, age, disability, race, religion, nationality, political beliefs, union membership, ethnic origin, creed, sexual orientation.
- 7) The Organizer reserves the right to cancel the competition at any stage without stating a reason.
- 8) The competition provides for the following awards:
  - a. For the second-stage participants – the presentation of their competition entries during the "Body and Time" Festival from September 8-14, 2024;
  - b. For the winner - the signing of a separate agreement with the Organizer for the production of the performance that was their competition entry and for its staging in the Organizer's theater for the 2024/2025 artistic season.
- 9) Competition schedule:
  - a. First stage of the competition:
    - Announcement of the Open Call (First Stage) – by May 5, 2024;
    - Deadline for submissions via the electronic form – by May 31, 2024;
    - Deliberations of the competition committee – by June 30, 2024;
    - Announcement of the recruitment results on the Organizer's website ([teatrkto.pl](http://teatrkto.pl)), on the KTO Theatre's Facebook profile, and information sent directly to the email address provided in the electronic submission – on July 14, 2024.
  - b. Second stage of the competition:
    - By July 21, 2024, send electronic confirmation of participation in the second stage of the "Body and Time" Festival;
    - Scheduling of performances for participants at the "Body and Time" Festival;
    - Presentation of performances by the 8 second-stage competition participants – September 8-14, 2024;
    - Selection of the winner (champion) of the competition on September 14, 2024;
    - Awarding of the main competition prize on September 14, 2024.

**\*\*II. Competition Participation Terms:\*\***

- 1) Eligible to apply for the competition are debut individuals who are of legal age and are professional dancers, choreographers, or actors (individuals with relevant education), practicing dance theater, movement theater, and performance arts, including final-year

students of art schools (individuals with incomplete relevant education), as well as public and private cultural institutions (professional entities).

2) Applications for the Recruitment must be made directly by the representative of the entities mentioned in item 1 (hereinafter referred to as "Applicant"). In the case of informal groups, the Applicant declares that they act on behalf of and for the benefit of the artists and producers participating in the competition show, and thus constitute the party with which the agreement will be concluded. The Applicant declares that they have full rights to dispose of the submitted performance.

3) After the completion of the first stage of the competition, the selected participants are required, within 7 days of the announcement of the results, to confirm their willingness to participate in the second stage of the competition – presentations during the "Body and Time" Festival, to the email address: [sekretariat@teatrko.pl](mailto:sekretariat@teatrko.pl). If this deadline expires and the aforementioned confirmation is not sent, the Organizer is entitled to cancel the possibility of participation in the second stage of the competition by anyone who did

not confirm their participation and to select a new participant/participants of the second stage from the previously submitted competition entries.

4) First stage of the competition:

a. The link to the application form is available at: <https://forms.office.com/e/GZPx0N2Z1W>(<https://forms.office.com/e/GZPx0N2Z1W>). The completed form should be sent back within the deadline specified in item 1 of these regulations. The date and time of the application are determined by the date of the receipt of the application in the Organizer's information system. Each application received will be confirmed by email by the Organizer.

b. Attached to the application form is a recording of the competition entry presentation that can be played back. It is recommended to prepare the recording in the form of a link to one of the platforms: YouTube or Vimeo.

c. Applications will not be considered if:

1) submitted after the specified deadline;

2) not meeting the formal requirements or for which the application form has been incorrectly filled in.

d. Any costs associated with fees arising from licensing agreements or copyright laws are borne by the performers qualified to participate in the competition. The applicants declare that they own copyrights to the submitted materials.

Certainly! Here is the complete point 5 from the terms and conditions, detailing the requirements for the second stage of the competition:

5) Second stage of the competition:

a. By July 28, 2024, all the participants are required to send promotional materials concerning their competition entry, which the Organizer may use during the "Body and Time" Festival. Detailed requirements for promotional materials:

1) Description of the performance in Polish and English – max. 1000 characters;

2) Awards and distinctions of the winner in other competitions (name of the event, year of the event);

3) Information about the performance in Polish and English (title of the performance, name of the team, creator of the performance, number of people in the cast, number of people necessary to stage the performance, duration of the performance, main audience of the performance, content warnings;

4) Link to the promotional film, which will be displayed on the Organizer's website; promotional photos of the performance – min. 5 max. 10 photos. Technical requirements: min. 5 max. 10 photos in jpg format, max. weight 250 kb, resolution min. 1280 px / max. 2050 px, min. 2 max. 3 photos of good technical quality with an optical density of 300 dpi in 1:1 format (for print), framing:  $\frac{3}{4}$  photos horizontally,  $\frac{1}{4}$  photos vertically, photos predominantly in color

(allowance for ¼ monochrome photos), all photos along with information about their authors, photos processed in a graphic program in accordance with the art;

5) Logos of the competition participant (if any).

b. Basic requirements for competition participants regarding the presentation of the competition entry at the "Body and Time" Festival:

1) The presentation of the competition entry should, in some way, be an artistic realization of the festival's edition idiom and relate in any way to the topics of "body" and "time," with movement, body, dance being the dominant elements. Interdisciplinarity of the arts will be highly rated.

2) The duration of the presentation of the competition entry should not be longer than 40 minutes;

3) Set-up time (up to 60 minutes) and dismantling time (up to 30 minutes), including setting up the lights;

4) Technical requirements of the show should be adapted to the technical capabilities offered by the Organizer (Appendix No. 1 to the Regulations);

5) Presentations of the competition entries will take place between September 8 and 14, 2024. The above dates are not negotiable. The Organizer independently sets the presentation dates for competition participants. In the event that an entity that qualified for the above-mentioned stage of the competition cannot appear at the Organizer's headquarters, another entity that submitted an application and held the next highest place on the reserve list will be designated in its place.

6) Upon submission of the competition entry and promotional materials (upon their submission), the Applicant and the entity represented by them grant the Organizer a free, irrevocable, unlimited in time and non-exclusive license to use the submitted competition entry and promotional materials without territorial restrictions, with the right to make necessary editing and assembly to the extent that does not affect their individual character, on the following fields of exploitation:\*\*

a. \*\*Reproduction of the submitted competition entry and promotional materials, including digital technology;\*\*

b. \*\*Introduction of the competition entry and promotional materials, in whole or in part, into the memory of computer devices;\*\*

c. \*\*Public display of the competition entry and promotional materials, in whole or in part, during the "Body and Time" Festival, as well as after the end of this festival;\*\*

d. \*\*Public exhibition of the competition entry and promotional materials;\*\*

e. \*\*Publishing of the whole or parts of the competition entry and promotional materials in social media and on the Internet;\*\*

f. \*\*Adaptation, rearrangement, or any other changes to the competition entry and promotional materials;\*\*

g. \*\*Distribution of the competition entry and promotional materials in the form of a compilation;\*\*

h. \*\*Use of the whole or parts of the competition entry and promotional materials for the Organizer's promotional purposes;\*\*

i. \*\*Dissemination of the competition entry and promotional materials, and their performances in whole or in part, in other ways, especially by public exhibition, making available, displaying, reproducing, including making available in such a way that everyone can access them at the place and time of their choosing;\*\*

j. \*\*Any use of the competition entry and promotional materials and their performance in whole or in part for any needs of the Organizer;\*\*

k. \*\*The right to adopt the whole or part of the competition entry and promotional materials and their performance for different kinds of audiences by giving them various forms and to fix, reproduce, disseminate, and introduce into circulation such altered competition entry and promotional materials;\*\*

I. \*\*The right to perform adaptations, translations, compilations, reproductions, and to introduce any changes, alterations, and modifications to the whole or parts of the competition entry and promotional materials and their performance, including correcting, modifying, developing, and reproducing the whole or any elements thereof.\*\*

\*\*The granting of the license aims solely at non-commercial acquisition of license rights to use the submitted competition entry for the realization of the statutory needs of the Organizer and for informing about the Organizer's activities, promoting it, as well as promoting the participant and the "Body and Time" Festival on the internet, including social media and websites operated by the Organizer.\*\*

7) With the granting of the license mentioned in item 6 above, the Organizer is entitled to exercise derivative copyrights from the submitted competition entry and promotional materials for the purposes and to the extent specified in item 6 above.

8) The Applicant and the members of the entity represented by them consent to the Organizer making any changes and modifications to the competition entry and promotional materials serving the realization of the purposes specified in item 6 above, and they undertake not to use their personal copyrights to them to the extent that it would hinder the realization of the Organizer's goals, in particular the right to the integrity of their content and form, their first publication, fair use, and the right to supervise their use. At the same time, the Applicant and the members of the entity represented by them authorize the Organizer to use these rights exclusively without temporal and territorial limitations for the purposes and to the extent specified in item 6 above. This authorization may not be transferred by the Applicant or by members of the entity represented by them to another person without the prior written consent of the Organizer expressed in written form under the penalty of nullity.

9) The Applicant and the members of the entity represented by them grant the Organizer a free permission to fix and use the image and voice of all people participating in the performance covered by the competition entry, without territorial restrictions, in connection with the submission or presentation of the competition entry at the Organizer's headquarters, and the making of recordings by the Organizer on the day of their presentation, and the announcement of the competition winner, on the following fields of exploitation:

- a. Multiplication, including digital technology (digitization);
  - b. Entering into computer memory;
  - c. Publication in leaflets and brochures;
  - d. Public availability in such a way that everyone can access it at the place and time of their choosing, including making it available on the Internet, including in social media.
- for the purposes and to the extent specified in item 6 above.

In case the registered person on the competition entry is not a member of the entity that submitted their participation in the Recruitment, the Applicant ensures and guarantees that they have obtained the consent of such person for the fixation and use of the image for the Organizer, to the extent specified in these regulations.

10) Under no circumstances shall the Organizer be obliged to remove from public circulation the recorded presentation of the performance, its parts, and the image and voice of people participating in the performance, which have been introduced into public circulation as part of the realization of the purposes specified in item 6 above.

11) Participation in the Recruitment requires the acceptance of these Regulations, and the Organizer considers that sending an application for the Recruitment by the Applicant is tantamount to acceptance of the Recruitment Regulations. By sending an application, the Applicant simultaneously declares that:

- a. The competition entry and promotional materials do not infringe copyright or related rights or any other rights of third parties (including the right to fixation and use of the image), and the

Applicant and the members of the entity represented by them bear full legal and financial responsibility for the truthfulness of the information contained in the application;

b. The Applicant and the members of the entity represented by them possess full property copyright to the submitted

competition entry and promotional materials or remain authorized to use them;

c. In case any entity brings claims related to the use of parts of the registration, photos, fixation, and use of images of the Applicant or members of the entity represented by them or the disposition of rights to them against the Organizer, the Applicant or people represented by them undertake to join the ongoing proceedings on the side of the Organizer immediately after being notified of this fact by the Organizer, and to cover immediately, but no later than within 14 days of receiving a written demand from the Organizer, all costs incurred by the Organizer due to such claims, in particular the amounts of compensations, indemnities, court costs, legal assistance costs.

I apologize for the repeated cutoffs. Let's try to continue and complete the translation from where it left off:

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### **\*\*III. Selection of Participants for the Second Stage and the Winner of the Competition\*\***

1) The results of the first stage of the competition will be determined by a Committee composed of representatives from the Organizer and one of the jurors. A record will be made of the Committee's proceedings. The Committee selects 8 participants who will take part in the "Body and Time" Festival at the Organizer's headquarters.

2) The decision of the Committee is final and not subject to verification. The Organizer does not provide for an appeal process.

3) Participants in the competition will present their work at the Organizer's headquarters, at a date specified by the Organizer during the "Body and Time" Festival, free of charge. The presentation of the competition entry will be held in front of an audience and will be ticketed, with proceeds from ticket sales accruing solely to the Organizer. Ticket revenues will be used, among other things, to cover the travel costs of the competition participants.

4) Participants are required to engage in Q&A sessions with the audience on the day of their presentation, immediately following their performance.

5) The Organizer will reimburse travel costs for participants traveling to and from Krakow in connection with their participation in the second stage of the competition and the presentation of the performance at the "Body and Time" Festival, up to a total amount of 500.00 PLN gross based on presented tickets or a statement of using their own means of transportation.

6) The winner of the competition among the participants will be chosen by a four-person jury, whose composition will be announced publicly before September 14. The Jury's decision is final and not subject to verification. The Organizer does not provide for an appeal process.

7) The Jury will consider the following criteria:

- a. Implementation of the "body" and/or "time" idiom in the competition presentation;
- b. Dramaturgical construction of the competition performance;
- c. Acting expression;
- d. Presentation setting: lighting, sound, scenography, music, direction;

e. Innovation, interdisciplinarity, and formal coherence of the presentation.

8) The award for the winner of the competition will be the signing of a separate agreement with the Organizer for the production of the performance that constituted their competition entry and for its premiere and exploitation at the Organizer's theater in the 2024/2025 artistic season, with the support of the Organizer. As part of the prize and the signed agreement, the Organizer will participate in the production costs and organize the premiere of this performance at the Organizer's headquarters up to the amount of 40,000 PLN (gross), by providing its own services to the winner of the competition (hall rental, technical support, etc.), according to the winner's instructions within the capabilities possessed by the Organizer. The winner will retain full copyright to the performance, and each presentation of the winning performance after its premiere at the Organizer's theater will be accompanied by technical and ticket-office support and a separately negotiated honorarium for the presentation.

9) The announcement of the winner of the competition occurs after all the competition presentations by the participants. During the announcement of results and the award ceremony, the presence of the competition winner is required, or in their absence, their directors, artistic guardians, or others. The Organizer may record the ceremony of announcing the results.

10) A separate agreement regarding the principles of cooperation over the creation of the premiere performance, mentioned in point 8, will be concluded with the winner of the competition.

11) The Organizer reserves the right to use in the media the film and photographic materials submitted and created during the Festival. The Organizer retains copyrights to the collected documentation of the event, and participants consent to the free, unlimited in time publication of their image for the purposes of popularizing the Festival in the press, the Internet, and other media.

#### **\*\*IV. Information on Personal Data Processing\*\***

1) The Administrator of your personal data is KTO Theatre. You can contact the Administrator in writing by traditional mail at: ul. Zamoyskiego 50, 30-523 Krakow, by email at: [sekretariat@teatrkto.pl](mailto:sekretariat@teatrkto.pl), or by phone at: 12 623 73 00.

2) The Administrator has appointed a Data Protection Officer, who can be contacted at the Administrator's address and by email at: [iod@iods.pl](mailto:iod@iods.pl).

3) Your personal data (name, surname, email address, telephone number, image) will be processed by us for the purposes of:

a) Organizing the Open Call for the presentation of performances, selecting participants and the winner, and for publishing results on our website ([teatrkto.pl](http://teatrkto.pl)) and the KTO Theatre's Facebook profile – based solely on the consent you have provided (legal basis: Article 6(1)(a) GDPR);

b) Settling the competition – in case of receiving a prize, i.e.,

fulfilling our legal and tax obligations and executing the agreement (legal basis: Article 6(1)(b), c) GDPR, the Act of July 26, 1991, on income tax from individuals);

c) Responding to any inquiries from participants, which constitutes our legally justified interest (legal basis: Article 6(1)(f) GDPR);

d) Using your image (e.g., in the form of photos from the award ceremony and during the competition) on our website and the KTO Theatre's Facebook profile – based solely on the consent you have provided (legal basis: Article 6(1)(a) GDPR).

4) Providing personal data is voluntary, but necessary to participate in the Recruitment and competition. Failure to provide or providing incomplete personal data will result in the inability to participate in the Recruitment and competition.

Giving consent to the dissemination of the image is voluntary and is not a necessary condition for participation in the competition, and the consequence of not giving it will be the inability to place the image of the winner on our website and Facebook profile.

5) The recipients of your personal data will be only entities authorized under the law. Your data may be transferred to entities processing personal data on behalf of the Administrator, e.g., IT service providers, legal and advisory service providers, and other entities processing data for the purpose specified by the Administrator – while such entities process data only based on an agreement with the Administrator.

Your personal data will also be transferred to the Commission and processed exclusively for the purpose of evaluating the competition works and selecting the winners of the competition.

6) Your personal data will be processed no longer than is necessary for the proper conduct and realization of the competition, and thereafter for the period of retention of accounting and tax documentation required by law (5 years), for the pursuit of civil law claims, and in the case of data processed based on consent – until its withdrawal.

7) In connection with the processing of personal data, you have the right to:

- a) Access your personal data,
- b) Receive a copy of your personal data,
- c) Rectify your personal data,
- d) Delete your personal data,
- e) Restrict the processing of your personal data,
- f) Object to the processing of your personal data
- g) Withdraw your consent to the processing of your personal data at any time without affecting the legality of the processing that was carried out before its withdrawal – if the processing is based on the consent you have provided,  
– in cases and under conditions defined in the GDPR. The rights listed above can be exercised by contacting the Administrator.

8) You have the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that your personal data is being processed by the administrator in violation of GDPR provisions.

9) Your personal data will not be processed in an automated manner, including profiling.

10) Your personal data will not be transferred to international organizations or third countries.