



CHESPA  
PACKAGING  
DESIGN  
CONTEST

2<sup>nd</sup> edition

CONTEST  
RULES

## CONTEST RULES

CHESPA PACKAGING DESIGN  
2<sup>nd</sup> edition

### Section 1 CONTEST ORGANISER

The Organiser of the Contest "CHESPA PACKAGING DESIGN" as well as the sponsor of the main prizes in each category and placements for designers is Chespa Sp. z o.o., with its registered office in Krapkowice, ul. Ks. Fr. Duszy 5.

### Section 2 PURPOSE OF THE CONTEST

The purpose of the Contest is to design and produce packaging that has a chance to become popular on the market in terms of its functionality, efficiency, use of material, effective product security, innovation and aesthetics. Original structural and graphic solutions will be selected rewarded.

### Section 3 CONTEST CATEGORIES

The Contest features the following categories:

- a) "For a special occasion";
- b) "For everyday use";

detailed specifications of the above-listed categories are included in the Design Conditions, attached as Appendix no. 1 to these Rules.

### Section 4 DURATION OF THE CONTEST

The Contest "CHESPA PACKAGING DESIGN" is divided into individual stages as follows:

- a) submission of applications: by 30 April 2016;
- b) session of the Jury in respect of submitted works: from 1 May 2016 to 31 May 2016.

### Section 5 CONTESTANTS

Individuals of legal age are eligible as contestants:

- a) students and graduates of arts universities,
- b) amateur designers without professional preparation.

The following are not eligible as contestants:

- a) people employed by the Organiser or their next of kin,
- b) people included in the Jury or their next of kin.



Section 6  
CONDITIONS FOR PARTICIPATION IN THE CONTEST

1. A condition for the participation in the Contest is the submission of any number of complete Contest applications (cf. Section 7 of the Rules) to the Organiser by 30 April 2016. The application form, the consent for the processing of personal data, and the information about the design should only be made in writing and personally signed.
2. When submitting an application for the participation in the Contest, the applicant prepares Contest applications separately for each of the submitted packaging designs; one applicant may submit several applications.
3. The packaging design and model (prototype) must be the outcome of individual creative work of the applicant who submits the application for the participation in the Contest. The packaging design and model (prototype) may be the outcome of joint work or teamwork; in this case, the application for the participation in the Contest must be submitted by all creators who may determine, in the application, their individual shares in the design and the model (prototype) based on their contributions in the creative work; if the application for the participation in the Contest does not determine each person's individual share in the design, it will be deemed that each of them has contributed equally.
4. The design and packaging model (prototype) must be free from physical and legal defects, and may not violate third party rights.
5. The participation in the Contest is free of charge for all contestants.
6. The application for the participation in the Contest may refer only to the person who submits the application. The Contest excludes Contest entries through representatives or attorneys.
7. One application for the participation in the Contest may refer to one category only (cf. Section 3 of the Rules).
8. Neither the applicant, nor the contestant may have any claims against the Organiser or Jury members.
9. Upon the Organiser receiving the application, the Organiser acquires the following free of charge:
  - I. the ownership of the materials used to create the packaging design and model (prototype) included in the relevant application; therefore, they will not be returned to the applicant; and
  - II. the non-exclusive licence for a period of two years (starting on the date of receipt of the relevant application) to the packaging design and model (prototype) included in such an application, within the following scope:
    - a) recording and reproduction – production using a specific method, including magnetic storage, digital technology or printing technology, introduction to computer memory and computer network servers, including those publicly available such as the Internet, telecommunications networks,
    - b) distribution, exhibition, display, playing, posting on Organiser's website or in another form of publication on the Internet, and broadcasting and re-broadcasting, using wired or wireless vision, any method via ground stations or satellites throughout the world, for any TV reception systems, enabling, on an exclusive basis, the simultaneous and integrated broadcast using any method by other entities (in an unlimited number of broadcasts), including in cable networks, sharing without quantitative restrictions to users of computer and telecommunications networks throughout the world, and transfer between servers and users of such networks by any means of communication and transmission, and other public sharing in such a way that everyone can have access to it from any place and at any time chosen by them,
    - c) processing, development and placement in web and website directories,



- d) compilation, embedding in folders and presentation materials,
- e) use in all forms of advertising or marketing, maintenance of investor relations, including also via any mass media, including satellite transmission,
- f) recording on tangible media and making copies of these records,
- g) placement of the work on documents and other advertising materials, on an Internet website and when offering goods and services,
- h) other forms of use of the work, e.g. by placing it on advertising bags, in poster images, interior designs.

10. By submitting the application for the participation in the Contest, the applicant represents that:
- a) he/she is entitled to all the moral rights and copyrights to the packaging graphic design and model (prototype); each and every packaging design and model separately comprises the work within the meaning of the Act on Copyright and Related Rights dated 4 February 1994,
  - b) his/her rights to the packaging graphic design and model (prototype) are not in any way restricted or encumbered, and he/she has not granted anyone any licence to use the rights, and he/she has the exclusive right to grant consent for the disposal and use of compilations which make up the packaging graphic design and model (prototype), and no third party has or will have any of the rights to these works,
  - c) the use of the packaging graphic design and model (prototype) and the disposal of rights to them by the Organiser within the scope specified in these Contest Rules will not breach any third party rights; if a third party submits a claim thereunder directly against the Organiser, the applicant will indemnify and hold the Organiser harmless from any liability related to that, and will reimburse the Organiser for any costs incurred by the Organiser, including compensations, fines, punitive damages, costs of court proceedings and attorney's fees,
  - d) the packaging graphic design and model are exclusively his/her work:
    - not resulting from work performed jointly with other people or from teamwork (unless the packaging graphic design and model result from work performed jointly with other people or from teamwork, which is to be specified in the application in accordance with § with provisions of Section 6 Item 3 of the Content Rules),
    - of an individual and original nature.
11. Regardless of results of the Contest, in case of commercial use of the Contest entry, the Organiser will have the right, at its discretion, to decide to enter into, with each contestant not being the Contest Winner, an agreement the purpose of which will be Organiser's purchase, for a fee, on terms and conditions specified in such an agreement, of all copyrights to the packaging design and model (prototype) included in the Contest application submitted by the relevant contestant, in the fields of exploitation referred to in such an agreement, and Organiser's purchase of the exclusive right to permit to exercise derivative copyright without any time or territorial limitations.

## Section 7 CONTEST APPLICATION

1. The Contest application includes the following:
- a) The application form prepared only in writing (a standard application form comprises Appendix no. 2 to the Contest Rules),
  - b) The packaging design produced exclusively in electronic format and saved in CMYK as a high-resolution (at least 300 dpi) JPG or PDF file, on a CD-ROM, DVD or USB, containing a presentation board, in accordance with the template, featuring a photo or visualisations of the prototype and a description of the design,



c) The packaging model (prototype).

2. Packaging designs and models (prototypes) should be produced in accordance with the Design Conditions, attached as Appendix no. 1 to the Contest Rules.
3. A condition for the participation in the Contest is the submission of the complete Contest application only.
4. The Contest application may not be submitted under any proviso or condition, or include any other restrictions.
5. The complete Contest application may be submitted personally in the registered office of the Organiser or sent by prepaid post or courier (with the annotation "Contest – CHESPA PACKAGING DESIGN") to the following address: Chespa Spółka z o.o., 47-303 Krapkowice, ul. Ks. Fr. Duszy 5.

#### Section 8 DEADLINE FOR SUBMISSIONS

1. The deadline for submitting Contest applications expires on 30 April 2016.
2. It is deemed that the date of submission of the application is the date of receipt of the complete Contest application at the registered office of the Organiser, whose office is open from Monday to Friday (excluding public holidays) from 7.00 to 16.00. In case of shipment by post or courier, the date of receipt at the registered office of the Organiser will be taken into account.
3. The Organiser is not responsible for any consequences of improper actions or omissions of a postal operator or courier company, including for non-delivery or delayed delivery of Contest applications due to reasons beyond Organiser's control.
4. Contest applications submitted after the deadline, incomplete applications or applications clearly infringing third party rights will not be considered.
5. If formal defects are discovered in the submitted Contest application, the Organiser will request the relevant contestant that the relevant application be corrected or supplemented within the non-negotiable period of 3 working days (working day understood as Monday to Friday, excluding public holidays). The request will be sent by the Organiser via email to the email address of the relevant applicant.
6. After the ineffective expiry of the period referred to in Item 5, the submitted Contest application will be deemed as incomplete, with the consequences referred to in Item 4.

#### Section 9 JURY

1. The Jury of the Contest (hereinafter referred to as the "Jury") is appointed by the Organiser. The Organiser provides office and administrative support to the Jury.
2. The Jury consists of printing, marketing and business experts.
3. Jury meetings are convened by the Jury Chairman. Jury meetings are held with the minimum participation of at least half of Jury members, including the Chairman.
4. If Jury votes divide equally, the Jury Chairman has the decisive vote.
5. The Jury may decide not to grant a prize in the relevant category.
6. The Jury supervises the proper course of the Contest and decides to award prizes to contestants in observance of principles of impartiality and confidentiality.
7. The Jury may deprive the Contest Winner in the relevant category of the grand prize if the Winner has not complied with the recommendation to introduce specific changes or modifications in the packaging design or model (prototype) (cf. Section 12 Item 2 of the Contest Rules); in this case, the Jury will select the Contest Winner again.



8. Jury decisions are final and irrevocable.

### Section 10

#### EVALUATION OF PACKAGING DESIGNS AND MODELS (PROTOTYPES)

1. The Jury evaluates all complete Contest applications submitted to the Contest, in observance of principles included these Contest Rules.
2. Every packaging design and model (prototype) is evaluated by the Jury while preserving the anonymity of contestants, and taking into account its innovation, aesthetics of the graphics, functionality, efficient use of the material, and effective product security.
3. Having regard to results of the evaluation made, the Jury selects one Contest Winner separately for each category.

### Section 11

#### ANNOUNCEMENT OF CONTEST WINNERS

1. Contest Winners will be announced on 16 June 2016 at a gala event during the Printing Symposium organised at the Inn "Karolinka" in Gogolin.
2. The Organiser will notify contestants of the date and place of the gala event via email sent to each contestant, using the contact details included in the application form.
3. The list of Contest Winners will be published on the website of the Organiser: [www.chespa.eu](http://www.chespa.eu), tab: CHESPA PACKAGING DESIGN CONTEST.

### Section 12

#### WINNERS

1. One grand prize of PLN 10 000.00 (ten thousand zloty) will be awarded in each of the two Contest categories; furthermore, there will be a potential one-month unpaid placement available at Organiser's company for each of the Winners.
2. The Organiser may provide the Winner in the relevant category with a recommendation to introduce specific changes or modifications in the packaging design or model (prototype), making the award and provision of the grand prize conditional on the prior implementation of the recommendation.
3. The prize will be provided to the Contest Winner in the relevant category within four weeks after the date of announcement of Contest Winners.
4. Upon awarding the grand prize to the Contest Winner in the relevant category, the Organiser accepts and becomes the only entity authorised, under all copyrights, to the packaging design and model (prototype) included in the application for the Contest submitted by such a Winner, obtaining the exclusive right to dispose of and use these works in all fields of exploitation, in particular the following fields of exploitation that include:
  - a) recording and reproduction – production using a specific method, including magnetic storage, digital technology or printing technology, introduction to computer memory and computer network servers, including those publicly available such as the Internet, telecommunications networks,
  - b) distribution, exhibition, display, playing, posting on Organiser's website or in another form of publication on the Internet, and broadcasting and re-broadcasting, using wired or wireless vision, any method via ground stations or satellites throughout the world, for any TV reception systems, enabling, on an exclusive basis, the simultaneous and integrated broadcast using any method by other entities (in an unlimited number of broadcasts), including in cable networks, sharing without quantitative restrictions to users of computer and telecommunications networks throughout the



world, and transfer between servers and users of such networks by any means of communication and transmission, and other public sharing in such a way that everyone can have access to it from any place and at any time chosen by them,

c) display in points of sale or service,

d) processing, development and placement in web and website directories,

e) compilation, embedding in folders and presentation materials,

f) marketing, lending for use, leasing or rental, or licensing,

g) use in all forms of advertising or marketing, maintenance of investor relations, including also via any mass media, including satellite transmission,

h) recording on tangible media and making copies of these records,

i) putting the work on goods or their unit or collective packaging,

j) marketing of goods marked with the work or packaging of the goods in Poland and abroad, particularly in the European Union,

k) placement of the work on business documents, invoices, letters, forms and other advertising materials and in other forms of documents related to marketing of products, on an Internet website and when offering goods and services,

l) authorising other people to use the work under a licence agreement,

m) disposal and encumbrance of acquired rights for the benefit of other people,

n) other forms of use of the work, e.g. by placing it on advertising bags, in poster images, interior design, personnel clothing,

o) registration of the work or its components as a trade mark or utility model,

and the Organiser will be authorised, after obtaining the copyrights, to make any changes, alterations, modifications or adaptations to both the packaging design and the model (prototype).

5. The grand prize comprises Contest Winner's remuneration and is the entire remuneration to which the Contest Winner is entitled for the transfer, upon the Organiser, of the rights to the packaging design and model (prototype) included in the Contest application submitted by this Contest Winner; in particular, the Contest Winner is not entitled to any separate remuneration for the use of these works in each separate field of exploitation.

6. The Organiser acquires the copyrights to the packaging design and model (prototype) included in the Contest application submitted by this Contest Winner, and the right to exclusively grant permissions to exercise derivative copyrights to these works without any time or territorial limitations.

7. Furthermore, the Contest Winner:

a) permits and authorises the Organiser to make any changes, interventions and alterations or adaptations and compilations of the works (packaging design and model (prototype) included in the included in the Contest application submitted by this Contest Winner), involving in particular changing its colour, size and content of characters, and also permits any encumbrance, disposal and use of compilations of these works by the Organiser,

b) agrees that he/she will not exercise his/her moral rights in a manner limiting the Organiser in its exercise of the rights to the works; in particular, the Contest Winner authorises the Organiser to decide of the publication of each of both works,

c) if processing and compilation of the packaging design or model (prototype) included in the Contest application submitted by this Contest Winner are subject to derivative copyrights within the meaning of the Act on Copyright and Related Rights, the Contest Winner agrees to the disposal and use of such a derivative right by the Organiser,

d) declares that, in the course of Organiser's disposal and use of the packaging design or model (prototype) included in the Contest application submitted by this Contest Winner, and also in the use and exercise of derivative rights to the works, to the extent specified in this Contest Rules, each





of these works will be shared anonymously, i.e. without indicating the Contest Winner as the creator of this design or model, and the Organiser will mark neither these works, nor any of their copies with the name of the Contest Winner,

e) hereby declares that he/she is aware of and consents to the deduction and payment of the personal income tax by the Organiser, to the tax office competent for the Contest Winner, in the amount due by the Contest Winner; therefore, the amount of the grand prize will be paid to the Contest Winner after the prior deduction of the specified income tax.

### Section 13 FINAL PROVISIONS

1. The Organiser reserves the right to change provisions of these Contest Rules.
2. The Organiser informs that it bears no responsibility to anyone for any event preventing or hindering the proper operation and completion of the Contest that it could not foresee or prevent, in particular in case of random events, including force majeure.
3. By participating in the Contest and submitting the Contest application, contestants express irrevocable, unconditional and free consent for the Organiser to have the right to free publications of images of the packaging designs and models (prototypes) submitted to the Contest in any form in order to promote the Contest and Organiser's operations
4. Any information concerning personal data obtained from contestants will be processed by the Organiser only on the conditions and to the extent specified in the Personal Data Protection Act dated 29 August 1997. Only the Organiser will be the controller of the personal data provided by contestants. Personal data will be processed solely for purposes substantively related to the Contest, namely in order to determine the right of the relevant contestant to win the grand prize and to provide the prize, the rights of the relevant contestant to participate in the monthly placement for designers at Organiser's company, the announcement of Contest Winners, the examination of any complaint, and accounting and tax reporting in accordance with separate legal provisions. Personal data are provided on a voluntary basis, but are necessary to enable the participation in the Contest. People who participate in the Contest and provide their personal data have the right to access and view their data, correct them and request that the data be removed, and have the right to request information regarding their rights in respect of personal data processing.
5. The Organiser bears no responsibility in respect of any third party claims regarding infringements of any intellectual property rights (including provisions of the Act on Copyright and Related Rights dated 4 February 1994) committed by applicants and contestants. The responsibility in this respect is borne entirely by applicants and contestants.
6. The packaging design and model (prototype) submitted for the Contest, including trademarks, logos or other designations used by the Organiser, may not in any way be distributed, used or published by anyone.
7. The Organiser bears no responsibility related to the use of illicit computer software in the course of development of the packaging design or production of the packaging model (prototype).
8. In matters not governed by provisions of these Contest Rules, relevant provisions of the Civil Code dated 23 April 1964 apply.
9. Any disputes arising out of these Contest Rules or in relation to the organisation and operation of the Contest will be resolved by the common court having jurisdiction over the registered office of the Organiser.
10. The information included in Contest applications, drawn up by Contest Winners in each category and people who are granted the opportunity of the placement at Organiser's company, will be used by the Organiser for promotional purposes.



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11. By joining the Contest, applicants accept provisions of these Contest Rules.
12. The Contest Rules enter into force on the date of announcement by their publication on the website of the Organiser: [www.chespa.eu](http://www.chespa.eu), tab: CHESPA PACKAGING DESIGN CONTEST, with the effect date as of 1 February 2016.
13. The following form an integral part of these Rules:
  1. Design Conditions,
  2. Standard application form.

Krapkowice, 1 February 2016.