

## AGREEMENT FOR PARTICIPATION IN A COMPETITION THIS AGREEMENT FOR PARTICIPATION IN A COMPETITION

(the "Agreement") dated \_\_\_\_\_ 2023

### BETWEEN:

MP-STUDIO INTERNATIONAL OOD., registered in the Company Register of the Republic of Bulgaria with UIC: 205494310, with registered office and registered address: 52 Madrid Blvd, 9F, Apt. 28, 1505 Sofia, Bulgaria ("MP STUDIO")

- AND -

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\_\_\_\_\_, (the "Artist")

### BACKGROUND:

- A. LUNAR Festival of Lights is a private and independent initiative by MP-STUDIO. It is organised in partnership with Festival of Lights International Production GmbH and with the institutional support of the European Parliament in Bulgaria, the Representation of European Commission in Bulgaria and Sofia Municipality. The festival aims to present exciting new technologies, as well as high-quality and outstanding light art to its public.
- B. The access to all artworks part of the festival is free of charge.
- C. "We are Skills" competition is organised by MP-STUDIO with the institutional support of the European Parliament in Bulgaria, as part of the second edition of LUNAR Festival of Lights. In the days between 11-14 May 2023, seven selected artworks will illuminate one of the most popular buildings in Sofia - the Regional History Museum - Sofia. Artists from all around the world will have the opportunity to celebrate human abilities and how they connect the present and the future with a 90 - 120 seconds projection mapping show.
- D. The competition will mark the European Year of Skills, by focusing on the impressive skills and amazing creativity of the projection mapping artists, who masterfully combine storytelling and infinite imagination.
- E. The Artist is a creative person or team aiming to popularise their art and potentially win the Competition.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Artist and MP-STUDIO (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### PARTICIPATION IN THE COMPETITION

- 1. Participation in the Competition is free of charge. MP-STUDIO doesn't cover travel and accommodation expenses.
- 2. The Competition is open to all artists, regardless of their occupation, age, gender, nationality, or place of residence.
- 3. Artists under the age of 18 must obtain the prior approval of their legal guardians before participating in the competition.
- 4. The Artist can participate as an individual or as a team of individuals. An individual is only permitted to participate in one team. If the Competition is entered as a team, one person should be designated as the primary point of contact and will be solely responsible for communication with MP-STUDIO.

### APPLICATION FORM & PORTFOLIO - STAGE 1

- 5. The Artist can participate in the Competition by submitting a filled form and portfolio via an email to [artist@lunarlights.eu](mailto:artist@lunarlights.eu) (the Email) until 19.03.2023, 23:59 CET.

## PRODUCTION VIDEO TEMPLATE 2D & 3D

6. MP-STUDIO will distribute template data (2D & 3D Set) together with other documents to the Artist who took part in the Competition.
7. The Artist is strictly forbidden to transfer, reprint, or make any secondary use of the distributed materials. Any unauthorized use of the provided materials, or their use in other projects outside of the Competition, may result in legal action and disqualification from the Competition.

## TEASER / VIDEO PREVIEW AND SUBMISSION REQUIREMENTS / FIRST SCREENING - STAGE 2

8. The Artist is required to send ONE email which contains all documents needed for the submission (with a download link if necessary) until 17.04.2023.
9. The Artist shall provide the following information and documentation:
  - Description of concept (150 characters in English, will be changed by MP-STUDIO in case it is too long)
  - Artist/Team profile (approx. 200 words)
  - Image of the artist/production team's photo, logo, etc.
  - Name and contact information of the representative (E-mail, telephone number)
  - Country
  - Website, Facebook page, Instagram profile
8. In the same email message, the Artist shall provide a preview of the project with the following specifications:
  - Video preview exported from the "02 Show\_Preview" composition in the After Effects distribution template (format: h264, mp4 recommended, resolution: 3410 x 900 pixels).
  - Minimum length of the video preview: 30 sec (more is better)
  - Frame Rate: 30/fps
  - Video Format: h264, MP4 recommended, audio included
  - Video data filename: Team\_Title.mp4 (Example: MP-STUDIO\_Metamorph.mp4)
  - one capture image of the work (9056 x 2390 pixels, upon submitting data)
  - Please upload your artwork to a shared server on the Internet and send the URL for download in the main mail.

## TECHNICAL SPECIFICATIONS FOR THE FINAL DELIVERY - STAGE 3

9. The final project shall comply with the following specifications:
  - Resolution: 9056 x 2390 pixels
  - Contents Length: between 90 sec and 120 sec
  - Frame Rate: 30 fps
  - Video Format: MOV (HAP or ProRes 422HQ)
  - Audio: Embed with video and attach a wav data of the same length as the video
  - Video for preview: Please submit video exported from the "02 Show\_Preview" composition in the After Effects distribution template (format: h264, mp4 recommended, resolution: 3410 x 900 pixels).
  - Video data filename: Team\_Title.mp4 (Example: MP-STUDIO\_Metamorph.mp4)
  - Please upload your artwork to a shared server on the Internet and send the URL for download in the main mail.

10. Any submission not complying with the technical specifications or lacking any of the information and documentation may be disqualified.

## SCHEDULE AND DEADLINES

11. The schedule of the Competition is as follows:
  - 06 March 2023 - Competition announcement
  - 19 March 2023, 23:59 CET - application deadline ( Stage 1 )
  - 17 April 2023, 23:59 CET - Teaser / Preview of your work & Creative Concept | First submission ( Stage 2 )
  - 30 April 2023, 23:59 CET - Final entry work | Final submission ( Stage 3 )
  - 03 May 2023 - Announcement of the 7 finalists
  - 11 - 14 May 2023 - Finalists artworks to be projected as part of LUNAR Festival of Lights
  - 14 May 2023 - Winners announcement and awarding ceremony
15. MP-STUDIO reserves the right to change the schedule in which case it will notify the Artist.

## PROJECTION MAPPING VENUE

16. The projection mapping venue will be the Regional History Museum - Sofia with the address: Banski №1 square, Sofia, Bulgaria.
17. MP-STUDIO reserves the right to change the venue.

## SPECIAL AWARDS

18. The finalists and winners will be selected by a 5-member jury, including experts, organisers and officials. Additional details will be announced.
19. A total of seven finalists will be selected by the jury. Their artworks will be projected on the facade of Regional History Museum - Sofia every evening between May 11th-14th 2023, from 21:00 to midnight.
20. The short-listed candidates will be announced as finalists on the website [www.lunarlights.eu](http://www.lunarlights.eu) and on the social media pages of the festival.
21. The winning artworks will be awarded as follows:
  - First place: 5 000 EUR
  - Second place: 2 500 EUR
  - Third place: 1 500 EUR

## RESTRICTIONS

22. If the Artist directly or indirectly communicates with jury members in a way that could influence the judging or outcome of the competition, they will be disqualified from participating in the Competition.
23. The Artist is strictly prohibited to include any actual or imaginary advertisements within the artwork. This means that no products, brands, names, logos, recognizable symbols or text, etc., or any indication of the creator's identity should be featured in the artwork. Additionally, any messages that could be considered damaging (including political messages, criminal behaviour, pornography, violence, etc.), are completely prohibited.
24. The Artist is not allowed to post videos, live recordings, etc. on websites, social media, or any other public platforms prior to the announcement of the finalists (to maintain the impartiality of the judging process). However, videos and information released by MP-STUDIO to the public can be shared. If the Artist violates this rule, they will be disqualified from participating in the Competition.

## INTELLECTUAL PROPERTY

25. The Artist shall participate in the Competition with original artwork. If the Artist submits work that is not their own, their participation will be rejected and they will be disqualified. If this is discovered after the Competition has ended, the Artist will lose their recognition and the prize will have to be returned.
26. Upon submission of any artwork the Artist declares that all submitted artwork is original and guarantees that it does not violate the intellectual property rights of any third party. In the event of a dispute being raised by a third party regarding infringement, the applicant will be solely responsible for any financial burden, including attorney's fees, and compensation for damages, absolving all other parties involved in the project from liability.
27. By participating in the competition, the participants agree to take full responsibility for ensuring that the materials used in their submitted artwork do not infringe on any third-party copyright or intellectual property rights. Participants must obtain permission from the rightful owner to use any such materials in their work and must be able to prove that permission has been granted upon request. If it is discovered that any material used in the submitted artwork is in violation of third-party intellectual property rights, the participant may be disqualified from the competition and may be held responsible for any damages or legal fees resulting from the infringement.
28. All submitted artwork shall remain the intellectual property of the Artist. However, during the screening process, MP-STUDIO may make certain modifications, such as adjusting brightness, contrast, color tone, or volume.
29. By submitting their artwork the Artist gives their consent for the submitted artwork or parts of it to be used at no charge for advertising and promotional activities. Examples of promotional activities may include press releases, public relations activities for the contest, internet-related promotions, or articles, all free of charge. MP-STUDIO is not liable for any fees resulting from potential copyright infringements that result from the content of the animations submitted by the Artist. The images provided and the recordings taken may be used by MP-STUDIO and sponsors for publicity and reporting of the project or introducing projection mapping or events etc.
30. MP-STUDIO and sponsors can record videos and photos of this project.
31. By participating in the Competition, the Artist consents MP-STUDIO and sponsors to develop and sell various goods and products using the recorded photos and videos of the projection mapping performed at the venue. This includes but is not limited to merchandise, publications, or digital products. The participants agree that their artwork may be used for these purposes without further compensation.
32. MP-STUDIO, sponsors, photographers, and videographers shall own all intellectual property of the recorded photos and videos during the Competition.
33. MP-STUDIO and the sponsors of the Competition shall have the right to continue the screening of the artwork of the Artist after the Competition is concluded for a period of 10 years.

## PERSONAL DATA

34. MP-STUDIO is a data controller and the Artist is a data subject as defined in the GDPR.
35. The Privacy Policy of MP-STUDIO shall apply as part of this Agreement.

## NOTICE

36. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given and delivered to the Parties at the following addresses:
  - a. For MP-STUDIO  
email: [artist@lunarlights.eu](mailto:artist@lunarlights.eu)
  - b. For the Artist  
email: \_\_\_\_\_

## MODIFICATION OF AGREEMENT

37. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## TITLES/HEADINGS

38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## GOVERNING LAW

39. This Agreement will be governed by and construed in accordance with the laws of Bulgaria. The Bulgarian courts shall finally resolve any dispute arising out of or in connection with this Agreement.

## SEVERABILITY

40. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## WAIVER

41. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand on this \_\_\_\_\_ the day of \_\_\_\_\_, 2023.

**MP-STUDIO:**

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**ARTIST:**

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## Privacy Policy

### Information about the data controller:

MP-STUDIO International OOD., registered in the Company Register of the Republic of Bulgaria with UIC: 205494310, with registered office and registered address: 52 Madrid Blvd, 9F, Apt. 28, 1505 Sofia, Bulgaria

This Privacy Policy explains how MP-STUDIO processes the personal data collected in regard to the competition "We are skills", part of the second edition of the LUNAR Festival of Lights.

### Contact details

email: [artist@lunarlights.eu](mailto:artist@lunarlights.eu)

In this Privacy Policy, you will find detailed information about the activities we carry out when processing your personal data.

### DEFINITIONS

**Personal data** means any information relating to an identified natural person or an identifiable natural person ("data subject"); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by an identifier such as a name, an identification number, location data, an online identifier or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that

**Processing** means any operation or set of operations which is performed upon personal data or a set of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**Controller** means a natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its determination may be laid down in Union or Member State law;

**Processor** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

### SECURITY OF THE DATA

To ensure adequate data protection, we have adopted Organisational and technical security measures. We have established rules to prevent misuse and security breaches and have adopted measures to maintain the security of personal data. In order to maximize the security of the processing, transmission and storage of your data, we may use additional protection mechanisms such as encryption, pseudonymization, etc.

### COLLECTED DATA AND RETENTION PERIODS

#### Description of activity and purposes of processing

The Company processes personal data about the Artists who have participated in the Competition "We are skill" (the Competition), part of the LUNAR Festival of Lights. The data is processed in connection with the performance of contractual obligations between the Artist and MP STUDIO.

#### Data subject

The Company processes personal data about all participants in the Competition (the Artists).

#### Basis for processing

The processing is necessary for the performance of a contract to which the data subject is a party or to take steps at the request of the data subject prior to entering into a contract.

#### Personal data processed

The Company processes the following personal data in pursuance of the stated purposes:

- contact data such as names, email addresses, phone numbers etc.
- bank details - for the winners of the competition to be able to pay the award
- social media profile information - this information is optional and is provided with the consent of the data subject.

### **Receipt of data**

The personal data is received personally from the Data Subject. In case more than one person participates as a team in the Competition the personal data of all team members can be provided from one person. In this case, the person providing the information shall guarantee that all other team members are informed of and agree with this Privacy Policy.

### **Data provided to third parties**

Personal data may be shared with sponsors of the events. Some information may be made public during the screening of the submitted projects.

Personal data may be shared on social media when promoting the Competition and announcing the finalists and winners.

### **Retention periods**

We delete the data collected on this basis 3 or 5 years after the termination of the contractual relationship, whether due to the expiry of the contract, termination or any other reason. The time limit is determined by the limitation period applicable by law for possible contractual claims. Data collected in connection with pre-contractual relationships is deleted after 6 months.

### **Automated algorithms**

The Company does not use automated algorithms for decision-making or profiling.

### **Transfer of data to non-EU countries**

The Company does not transfer personal data to third countries to carry out its activities.

### **DATA SUBJECT RIGHTS**

You have all data protection rights under the Data protection act and GDPR.

You could use your right by contacting us through our website or just by writing us an email.

### **You have the right to:**

- Be informed regarding the processing of your personal data
- Access your personal data
- Demand correction of your personal data
- Demand deletion of your personal data
- Demand limitation of the processing of personal data
- Portability of personal data between the controllers
- Object against the processing of personal data
- Be excluded from fully automated decisions
- Protect your right in court or through the administrative procedure in case of violation of data protection rights

**Data subject could demand deletion in the following cases:**

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the data subject withdraws consent on which the processing is based and there is no other legal ground for the processing;
- the data subject objects to the processing and there are no overriding legitimate grounds for the processing;
- the personal data have been unlawfully processed;
- the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
- personal data have been collected in relation to the offer of information society to a person under 16 years.

**Data subject has the right to restriction of personal data, when:**

- the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
- the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
- the data subject has objected to processing pending the verification whether the legitimate grounds of the controller override those of the data subject.

**Portability right**

The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, where:

- the processing is based on consent or on a contract pursuant to point (b) of Article 6(1); and
- the processing is carried out by automated means

**Right to make a claim**

Data subject has the right to make a claim against the unlawful processing of personal data to the Data protection commission or the according court.

**Personal data protection authority in Bulgaria**

- Commission for Personal Data Protection
- 2, Prof. Tsvetan Lazarov blvd.
- 1592 Sofia
- Tel. +359 2 915 3580 +359 2 915 3548
- Fax +359 2 915 3525
- Email: [kzld@cpdp.bg](mailto:kzld@cpdp.bg)
- Website: <https://www.cdpd.bg/>