

## **GENERAL RULES**

### **of the International Competition of Improvised Music "Jazz Wings"**

1. The International Competition of Improvised Music "Jazz Wings" is organized by Vera Maremma Toscana Sp. z o.o., with registered office at 00-666 Warsaw, 16 LU 5 Noakowskiego Street, being the sole owner and operator of 12on14 Jazz Club located and operating at the same address, hereinafter referred to as the Organizer.
2. The International Competition of Improvised Music "Jazz Wings" is not a random game within the meaning of the Gambling Act of 19 November 2009 (Journal of Laws No. 201, item 1540 of 2009).
3. The International Competition of Improvised Music "Jazz Wings", hereinafter referred to as the "Competition", is an open competition for all Polish and foreign jazz bands whose phonographic output signed by the name of the band, as of the date of application, does not exceed the total number of 2 (two) albums introduced to distribution nationwide on a traditional phonographic medium.
  - a) The Applicant Band should be formed in the presented line-up at least half a year before the date of application submission and should have a concert experience documented in the application's content.
  - b) The Applicant Band guarantees the constitution of the personal line-up from the date of submitting the application at least until the end of the edition of the competition in which he participated.
  - c) Any failure made by the Applicant Band to meet any of the conditions set out in this section of the Regulations shall result with the Band rejection by the Qualification Committee.
  - d) For the admission of the Applicant Band to the competition struggles, the Organizer does not apply any age limit to any of the Artists constituting the Band.
  - e) Applications of mixed international line-ups will be considered on a par with domestic and foreign line-ups, if such bands complete all restrictions of this section of the Regulations.
  - f) The Band is understood as any line-up made of at least three musicians (trio) playing different instruments.

#### **4A. The first (summer) edition of the Competition**

The first (summer) edition of the International Competition of Improvised Music "Jazz Wings" will be implemented in shortened period and at other times than indicated in point 7 a), II of these Regulations, and so:

- a) The deadline for submitting applications for the summer edition of the competition begins on February 1, 2018, and expires on March 15, 2018 (in the case of postal items, the date of the postmark is counted). The organizer will inform the band about qualifying for the competition by 30 March 2018 at the latest.
- b) Free interviews of qualified candidates will be conducted for two months each Wednesday, from April 11, 2018 to May 30, 2018 inclusive
- c) The Concert of the Laureates of the 1st (summer) Competition will be held in accordance with the terms of the final concerts, disclosed in point 4 b) of these Regulations, which - in the case of this edition – meaning the date 16 June 2018

The first (summer) edition of the competition is used - except for point 4A. a., b., c - all other provisions of these Regulations.

#### **4B. The International Competition of Improvised Music "Jazz Wings" will be played in two equivalent editions throughout the year.**

- a) Winter edition, with free interviews conducted for four months (except of holiday breaks) every Wednesday from the beginning of September to mid-January of the following year and the final concert will always be dated on the last Saturday (band award) in January.

- b) Summer edition, with free interviews conducted for four months each Wednesday from the beginning of February to the end of May and the final concert will always be dated on the second Saturday (band award) in June.
  - c) An artist who has not been qualified to participate in the competition may resubmit their willingness to participate in the competition after one year from the date of the previous submission, provided that this does not violate the limitation contained in item 3 of these regulations.
  - d) The order of the competition auditions is determined by the Qualification Committee.
  - e) It is not allowed to participate again in the Competition.
- 5.** The Admission Committee and the Competition Jury are appointed by the Organizer.
- a) The personal composition of the Qualifying Committee is confidential.
  - b) Members of the Qualifying Committee may be appointed as the Jury.
  - c) The jury with an odd number of members is appointed separately for each edition, and its composition is published before the start of the competition auditions. The unchanged composition of the Jury is allowed for more than one edition of the competition.
  - d) The Jury elects its Chairman itself, who watches over the correctness of the voting and who announces publicly the agreed verdict. In the case of the unchanged composition of the Jury in relation to the previous edition, the Jury of the new edition elects its Chairman again from among the remaining members of the Jury.
  - e) The Organizer's representative reserves the right to participate in the works of the Qualifying Committee and in the Jury's deliberations, but only with an advisory vote.
  - f) The Jury meets immediately after the end of the auditions of the given edition and informs the winners of their selection no later than 10 (ten) days before the final concert.
  - g) The evaluation of the competition speeches and the indication of the winner is the sole responsibility of the Jury. His decision is final and binding for the Organizer. The Jury's decision can not be appealed to a common court.
- 6.** Participants of each edition of the Competition are evaluated in two categories:
- a) The Best Instrumentalist (vocalist) of Jazz, selected from among the participating Bands Competition.
  - b) The Best Jazz Group
  - c) In each category, only one winner is selected who receives the title of the Laureate of the International Competition of Improvised Music "Jazz Wings". The competition does not give second-class awards or distinctions.
- 7.** Each edition of the Competition will be conducted in three stages:
- a) Stage I - elimination on the basis of submitted music materials and application forms carried out by the Qualification Committee.
    - I. The deadline for submitting applications for the winter edition of the competition is 15 June (in the case of a postal item, the date of the postmark is counted). The organizer will inform the band about qualifying for the competition by July 15 at the latest.
    - II. the deadline for submitting applications for the summer edition of the competition expires on November 15 (in the case of postal items, the date of the postmark is counted). The organizer will inform the band about qualifying for the competition by 15 December at the latest.
  - b) Stage II - competition auditions judged by the Jury. The dates of the competition auditions for each edition are specified in point 4 of these Regulations.
    - I. During the audition, the Group presents musical achievements, consisting only of the compositions of one or different members of the Group plus obligatorily own interpretation of one jazz standard.
    - II. The time of the band's presentation during the audition can not be shorter than 70 minutes. Depending on the current arrangements with the Organizer, the presentation of the Band as part of the audition may be conducted in one set, min. 70 minutes or in two sets of 40 minutes each, separated by a 20-minute break.

- III. The group's presentations as part of the audition are held with the full participation of the club audience.
- IV. As part of the audition of the Band, it is acceptable for the band to perform one piece for an encore, if the club's audience expresses such an expectation.
- V. The hearing begins punctually at 20:30. Soundcheck and the test start punctually at 17:00 and finish not later than at 19:00. Soundcheck is mandatory.
- c) Stage III - announcing the verdict of the Jury, handing over the prizes and the final concert. The dates of the final concerts for each edition are specified in point 4 of these Regulations.
- d) Each participant of the competition obligatorily will reserve for himself and the Band in which he is a member, free time on the dates of the final concerts in the event that he or the band in which he is a member has been selected as the winner of the competition. The participation of the winner in the award ceremony and the final concert is compulsory.

**8.** Entry to the Competition takes place on dates specified in point 7 of these Regulations on the basis of a completed Application Form with attached (1) one CD containing recordings representative of the work of the applying Band. Recordings may come from recorded studio, concert or home recording. Recordings may contain other works than those provided for in the competition repertoire.

- a) The Entry Form with CD should be sent by post to the following address: Vera Maremma Toscana Sp. z o.o., ul. St. Noakowskiego 16 LU 5, 00-666 Warsaw or deliver personally to the club 12on14, Warsaw, ul. St. Noakowskiego 16, from Tuesday to Saturday, from 11:00 to 00:00.
- b) At the same time, the Entry Form with attachments (biographies of the Band members, the history and accomplishments of the Band [in Word format] and photos of the Band members and other photographic materials of the Band [in jpeg format]) should be sent by email to [competition@12on14club.com](mailto:competition@12on14club.com)
- c) In the Application Form, the applicant is obliged to mark the validity of his statement that he has the author's consent to use it for promotional and advertising purposes. At the same time, the applicant consents to the use of these photographs and his image in printed materials and in electronic form in the promotion and advertising of the Competition.
- d) The materials sent are not refundable.

**9.** All participants of the Competition obligatorily perform auditions in identical technical and acoustic conditions. For this purpose, the Organizer provides to each band (during rehearsals, auditions and final concerts), professional sound engineer, lighting engineer, top-quality FOH system (MIDAS console, L'Acoutics loudspeakers), top-quality backline: Fender guitar amplifier and Ampeg bass amplifier, Yamaha Absolute Hybrid Maple drum set (18", 16", 14", 13", 12", snare 14" x6" / hi-hat, 3 stands / Istanbul / Remo Ambassador coated), Yamaha G5 piano, Musima double bass with the David Gage Realist attachment. The organizer does not provide any additional keyboard instruments (keyboards). If it is necessary to use them, the pianist uses his own instruments, which will be attached to the stage sound system. The band's drummer can use his own set of cymbals and snare drum. The drummer uses his own set of batons and whisks. The final concert is also performed in the above conditions.

**10.** The results of the Competition will be announced publicly by the Chairman of the Jury during the Final Concert.

- a) the first part of the concert lasting 60 minutes, according to point 4 a, b and point 6 a, will be announced with the title "Final Concert of the Laureate of the International Competition of Improvised Music "Jazz Wings" in the category of the Best Jazz Instrumentalist".
- b) the second part of the concert lasting 60 minutes, according to point 4 a, b and point 6 b, will be announced as the "Final Concert of the Laureate of the International Competition of Improvised Music "Jazz Wings" in the category of the Best Jazz Band".
- c) A 30-minute break will be carried out between the various parts of the Final Concert.

- d) The Final Concert starts punctually at 20:30. Soundcheck and the trial starts at 17:00 and ends no later than at 19:00. Soundcheck is mandatory.

**11.** In connection with item 5 f and 7 d of these Regulations, the Competition Winners are obliged during the Final Concert to:

- a) personal receipt of prizes
- b) unpaid performance of the 60-minute concert program and - at the request of the audience - any work chosen by the laureate for the encore.
- c) The winner of the category of the Best Jazz Instrumentalist performs on the stage of the Final Concert with the band of which he is a member, even if the group has not been honored with the prize.
- d) If the Winner in the category of the Best Jazz Instrumentalist is an Artist selected from the Band which is the Laureate in the Best Jazz Group category, the Final Concert includes a 120-minute concert program divided into two sets of 60 minutes each and separated by a 30-minute break.

**12.** The following prizes will be awarded in the competition:

- I. Symbolic: a statuette symbolizing the wings engraved with the Name of the Band / First name and surname of the Laureate and the name of the Competition / Edition and the date of handing. The Best Band statuette is given to the Band leader. The relevant Diploma will be attached to the statuette.
- II. Monetary:
  - a) Award for the Best Jazz Group - PLN 10,000 PLN
  - b) Award for the Best Jazz Instrumentalist - PLN 5,000 PLN
- III. Material (with a collusive value of PLN 10,000 PLN):

Individual, onefold long play live album, containing the full recording of the Final Concert of the Laureate, issued in 1000 copies by 12on14 Jazz Club Records (producer code PL-P29) on a CD and introduced to distribution and nationwide promotion within 90 days from the date of the Final Concert, in time which obtained the sound material - detailed regulations will be defined by the Publishing Agreement, which 12on14 Jazz Club Records will conclude with the Winner immediately after being selected by the Jury (point 5 f of these Regulations) the winner of the Competition.

  - a) In the case described in point 11 d of these Regulations, the individual, onefold long play live album referred to above will contain a selection of works made by the Laureate during the Final Concert.
- IV. Non-statutory prizes, determined individually and awarded to the winner by the representatives of the Organizer's Partners and / or Sponsors of the Competition, with the material value declared by the handler.

**13.** All Prizes will be handed over to the Competition Laureates during the Award Ceremony preceding the Final Concert of the Laureate. Monetary prizes are paid in cash. In the case when the Winner is a foreign Band / Artist, monetary prizes - on request - are paid in euro or in the US Dollar in the conversion rate according to the average National Bank of Poland (NBP) exchange rates applicable as at the date of payment.

**14.** The prizes are subject to the tax obligation resulting from the Act of 26 July 1991 on personal income tax (Journal of Laws No. 14 item 176 of 2000). In order to pay the tax, the Organizer deducts its amount from the prize amount.

**15.** The Organizer provides qualified members of the Competition with only accommodation in hotel rooms with breakfast, coffee / tea, lemonade and mineral water during rehearsals and auditions. The remaining participant of the food and drinks is charged to the competition participant. Accommodation does not include people accompanying Band members (manager, driver, family). Band members qualified for the Competition come to Warsaw at their own expense.

**16.** In the event of resignation from participation in the Competition for important reasons (illness, accident), the applicant is obliged to immediately inform the Organizer. No notification of resignation or resignation from participation in the Contest without presenting important reasons (eg medical discharge) and / or no appearance on the day of the audition gives the Organizer the right to claim a contractual penalty of 2,000 PLN (two thousand) due within 7 days from the date of the call.

**17.** Bands qualified for the Competition agree to record (audio and video) of the competition presentations and the Final Concert and to use recordings and photographic materials created during the competition presentations and the Final Concert for promotional and documentary purposes of the Competition.

**18.** Each participant of the Competition, when performing the artistic performance, grants to the Organizer unlimited in terms of time and territoriality without the possibility of its termination, transferable, covering the right to grant sub-licenses, a non-exclusive license for the use of artistic performance in its entirety and in parts on all operating fields known at the time of conclusion of this contract, in particular in the scope of:

- a) fixation using any technique and on any medium; and in terms of the effects of this fixation:
- b) reproduction by any technique including: magnetic technology on video cassettes, audiovisual discs, photosensitive and digital technology including DVD, VCD, CD-ROM, computer-writing technique on all types of media adapted to this form of recording, production of specific copies of the work, including printing, reprographic, magnetic recording and digital technology;
- c) rights to trade at home and abroad in any form and using any sales channels, including using the Internet and other data transmission techniques using telecommunications, IT and wireless networks;
- d) lending, letting or exchanging media on which the artistic performance has been fixed;
- e) public performance, display, reproduction including places available for an entrance fee
- f) displaying, broadcasting in whole or in any selected fragments by means of vision and / or cable, wireless by any technique - regardless of the system, standard and format by the ground station, cable broadcasting, via satellite; in this integral and simultaneous reemission by any television or radio organization;
- g) enter into the computer's memory and multimedia network in an unlimited number of assignments and expenditures;
- h) use in whole or arbitrarily selected fragments in multimedia works, on interactive websites made available via the Internet and other data transmission techniques, including telecommunications, IT and wireless networks in such a way that everyone can have access to it in a place and time by yourself, including on websites;
- i) drawing up foreign-language versions;
- j) introducing changes, abbreviations;
- k) use of any fragments for promotional and advertising purposes.
- l) In the same scope, the Participant agrees to use the image of the Participant recorded during the artistic performance.

**19.** Joining the Competition is tantamount to consent to the use of the participant's personal data, in accordance with art. 24 sec. 1 of the Act of 29.08.1997 on the Protection of Personal Data (Journal of Laws) No. 133 item 883). The personal data of the participants will be stored and processed at the Organizer's office, only in connection with the implementation of these Regulations and to publish the names and places of residence of the Competition winners on the competition website and in press releases.

**20.** The condition of participation in the Contest is to provide real personal data: name, date, place of birth, address, e-mail address, contact telephone number and - in order to transfer

prizes – Tax ID and/or Social Security ID numbers and data of the tax office and/or ID Card/Passport number of the Laureate.

**21.** The organizer reserves the right to make changes to the Regulations.

**22.** The final interpretation of the Regulations is solely right of the Organizer.

**23.** Entering the Competition is tantamount to submitting by the Participant a statement regarding the acceptance of these Regulations in full.