

Terms and Conditions of the Photography Competition for Incoming Students Participating in the Erasmus+ Programme

1. GENERAL PROVISIONS

1.1. The Organiser of the photography competition for students coming to the Wrocław Medical University under the Erasmus+ programme, entitled "Find Your Story during Erasmus+ Mobility" (hereinafter referred to as the Competition), is the Wrocław Medical University, International Relations Office, hereinafter referred to as the Organiser.

1.2. The Organiser may be contacted by email at katarzyna.kvapilikova@umw.edu.pl. Any correspondence or enquiries regarding the Competition are to be sent to the above address.

1.3. The deadline for submissions is 31 May 2026 at 3.00 pm.

1.4. The Organiser shall not charge any fee for participation in the Competition.

1.6. The Organiser shall not cover any costs related to participation in the Competition. These costs shall be borne by the Participant.

2. COMPETITION RULES

2.1. The aim of the Competition is to select the best photographs (also referred to as submissions) that capture the experiences of an international student (Erasmus+ incoming) during their Erasmus+ exchange stay during the 2025/2026 academic year at the Wrocław Medical University. Participants are asked to take a photograph showcasing the author in the student reality of Wrocław, with a flag, a national symbol, traditional dress, etc.

2.2. The Competition is open to international students who have come to the Wrocław Medical University to study or complete an internship. Persons who have entered the Competition in accordance with the rules set out in these Terms and Conditions are referred to in these Terms and Conditions as "Participants" or "Competition Participants".

2.3. The following persons are not eligible to enter the Competition: those involved in organising the Competition, members of the Competition Jury and their immediate family, or persons employed by the Organiser between the date of announcement of the Competition and the deadline for submissions.

3. ENTERING THE COMPETITION. PHOTOGRAPH REQUIREMENTS

3.1. Photographs may be submitted to the Competition by email to: katarzyna.kvapilikova@umw.edu.pl. The Organiser shall not be liable for incorrect data provided with the submission.

3.2. Photographs submitted to the competition may be entered individually or as part of a team. For team submissions, the prize shall be awarded to the team as a whole and shall not be multiplied. The prize shall be divided equally among all members of the winning team.

3.3. Each Participant or group of Participants may submit a maximum of two photographs.

3.4. Submissions featuring content that contravenes the legal order of Poland, contains offensive or abusive content, infringes copyright or the rights of third parties, or contains erotic, obscene, derisive,

indecent, or violating generally accepted moral principles or personal dignity, including those of a religious, ethnic or racial nature, as well as those that do not meet the requirements set out in the Terms and Conditions, shall not be entered into the Competition and shall be rejected by the Organiser.

Photographs submitted to the Competition must not violate any laws, including, in particular:

- a) personality rights of third parties, or
- b) generally accepted standards of decency, in particular, this applies to content commonly regarded as vulgar or offensive, containing pornographic or erotic imagery, offending the feelings of others, including religious feelings, depicting violence or racist content, or infringing the right to privacy, or
- c) contain material protected by exclusive rights (e.g. copyright) without the consent of the rights holders, or
- d) may not harm the image of the Organiser, or
- e) may not present a commercial offer or constitute advertising for another institution or company.

Any submission that violates these Terms and Conditions or is deemed by the Organiser to potentially infringe the rights of third parties in any other way, in particular, copyright or a right of personal portrayal, shall be rejected by the Organiser. No appeal may be lodged against the Organiser's decision to reject a submission made in accordance with these Terms and Conditions. At the same time, the Organiser reserves the right to revise its decision should circumstances change or new information come to light.

3.5. By entering the Competition in accordance with the rules set out in these Terms and Conditions, the Competition Participants acknowledge that:

a) they hold exclusive and unlimited copyright to the submission entered into the Competition, and that all persons featured in the photographs consent to the use of their image and its public display; furthermore, they have obtained the consent of those persons to the use of their image in connection with the Competition and in materials made available to the public, including on websites.

b) by participating in the Competition, they grant the Organiser a royalty-free licence, without territorial or time restrictions, for the public dissemination of photographs by the Organiser and/or the Service Provider (with the right to sublicense) for the purposes of conducting and promoting the Competition, as well as for all activities necessary for the dissemination of photographs and the conduct of the Competition, including, in particular, uploading to computer networks, the Internet, the unlimited recording and reproduction of the photographs by any means, the transmission of the photographs to other cooperating entities in any form and by any means, as well as the transfer of the submitted photographs to the Jury for evaluation in accordance with these Terms and Conditions.

c) upon winning a prize in the Competition, the Participants consent to the unlimited, royalty-free publication of the winning photograph (including the right to sublicense) without any territorial or time restrictions, and to the publication of their full names, and places of residence in promotional materials related to the Competition, as well as to their use for the Organiser's promotional and marketing purposes, including, in particular, the recording and reproduction of the photograph by any means, including digital, audiovisual, on any medium, without restrictions as to the number or size of the print run, as well as the dissemination of the photograph to the public in such a way that anyone may have access to it at a place and time of their choosing, in particular, on computer networks, the Internet and the Intranet. At the same time, the Participants consent to the Organiser exercising derivative copyright, in particular, the creative reworking, modification and adaptation of the whole or parts of the submission, as well as its unlimited publication in promotional materials relating to the Competition (both this year's and next year's editions), and on the Organiser's websites.

d) upon winning a prize in the Competition, the Participants shall provide the Organiser with consent forms from the persons featured in the photographs, authorising the publication of their image together with their full names and places of residence, in accordance with the template set out in Appendix 1 to these Terms and Conditions.

e) they indemnify and hold harmless the Organiser from any liability in connection with the publication of photographs submitted to the Competition. Should any third party make a claim arising from the statements referred to in the above sub-clauses proving to be factually and/or legally inaccurate, or arising from an infringement of a third party's rights, the Participants shall cover all liabilities arising therefrom. Should the Organiser cover any third-party claims arising from factual and/or legal inaccuracies in the statements referred to above or from the infringement of their rights, the Participants shall cover all costs associated with such claims.

3.6 Photographs submitted to the Competition must not have been previously published online or in any other medium, nor may they be entered into any other competition.

3.7 Photographs may be taken using any technique and must be submitted in digital format (jpg or pdf). The use of photomontages created by combining photographs from different files is not permitted.

4. EVALUATION OF PHOTOGRAPHS

4.1. All submitted photographs shall be evaluated by a Jury composed of staff of the International Relations Office of the Wroclaw Medical University.

4.2. Once the submission deadline has elapsed, the Jury shall evaluate the submitted photographs, paying particular attention to their quality, character and creativity, and shall select three Competition Winners.

4.3. The results of the Competition shall be published on the website by 10 June 2026. The Winners shall be notified of the Jury's decision by the Organiser via email.

4.4. The Jury's decisions are final and legally binding on all Competition Participants.

5. PRIZES

5.1. To receive the prize, the Winner must grant a licence to the photograph, permitting, among other things, its publication online, subject to the rules set out in these Terms and Conditions. Failure to grant such a licence shall result in the Organiser not awarding the prize, and the Jury shall be authorised to amend its decision and select another Winner.

5.2. The Winner shall be personally notified by email regarding the collection of the prize.

5.3. Should the Organiser or any member of the Competition Jury learn, either before or after the award of the prize specified in these Terms and Conditions, that a submission has been plagiarised or otherwise infringes the law or these Terms and Conditions, the Organiser, following a decision by the Competition Jury, shall have the right to:

- a) withhold the awarding or presentation of the prize until the matter has been investigated,
- b) decide not to award the prize in the Competition,
- c) demand the return of a prize that has already been awarded.

6. INFORMATION REGARDING PERSONAL DATA PROCESSING

6.1. The Controller of the personal data of the Competition Participants is the Wrocław Medical University, with its registered Cooper at Wyrbrzeże Pasteura 1, 50-367 Wrocław, represented by the Rector.

6.2. The Controller has appointed the Data Protection Officer, who can be contacted at the following email address: iod@umw.edu.pl, in relation to all issues associated with the processing of personal data.

6.3. The personal data collected will be processed for the purposes of conducting and judging the Competition, awarding prizes, and publishing the results and the winning photographs, in accordance with these Terms and Conditions.

6.4. The legal basis for the processing of personal data is:

- a) Article 6(1)(f), of the GDPR, i.e. legitimate interests of the Controller in the proper and timely performance of the Organiser's tasks as set out in these Terms and Conditions (including contact with Participants), the promotion of the Organiser's activities, and the potential determination, pursuit or defence of claims.
- b) Article 6(1)(a) of the GDPR, i.e. consent of the Competition Participant (and any other persons featured in the photograph) to the publication of their image, together with their full name and place of residence,
- c) Article 6(1)(c) of the GDPR, i.e. regulations applicable to the Controller, in particular those concerning accounting and archiving obligations.

6.5. The results of the Competition shall be published on the Organiser's website. Photographs entered into the Competition shall be published in accordance with the rules set out in these Terms and Conditions. The recipients of the data may also include other entities or authorities where such an obligation arises under generally applicable laws, in particular the Act of 6 September 2001 on access to public information.

6.6. The Controller may, by way of a written agreement, transfer the processing of personal data to a sub-processor acting on the Controller's behalf, in particular to IT service providers.

6.7. The Controller shall store the data of Competition Participants for the period necessary to fulfil the purposes of processing, but for no longer than 5 years from the date on which the Competition results are announced. Data relating to the awarded prizes shall be stored in accordance with the regulations on the archiving of financial and accounting records.

6.8. Where applicable, in accordance with the rules and procedures set out in the relevant legislation, Competition Participants are entitled to request: access to their personal data and the rectification thereof (Article 15 and 16 GDPR), erasure of their data (Article 17 GDPR), restriction of processing (Article 18 GDPR), object to processing (Article 21 GDPR), data portability (Article GDPR), and for data processed on the basis of consent – the right to withdraw consent at any time, without this affecting the lawfulness of processing carried out before consent is withdrawn.

6.9. Where there is a suspicion that personal data processing carried out by the Controller is in breach of the law, the data subject has the right to lodge a complaint with the supervisory authority, namely the President of the Personal Data Protection Office.

6.10. The provision of personal data is not mandatory, but it is necessary in order to take part in the Competition. Refusal to provide the required data shall preclude participation in or collection of the prize in the Competition.

6.11. The personal data provided shall not be subject to automated decision-making, including profiling as referred to in Article 4(4) of the GDPR, which is a form of automated processing of personal data consisting of using personal data to evaluate certain personal aspects of a natural person.

7. FINAL PROVISIONS

7.1. The Terms and Conditions of the Competition are available on the website of the International Relations Office.

7.2. The Organiser reserves the right to amend these Terms and Conditions at any time, provided that this does not adversely affect the conditions of participation in the Competition. The Organiser reserves the right not to use the selected photograph.

7.3. Participants who fail to meet any of the requirements set out in these Terms and Conditions or provide false information shall be disqualified, and their submitted photograph shall not be entered into the Competition or evaluated.

7.4. The Organiser has the right to cancel the Competition without giving reasons at any stage and not to select any Winners. The Organiser of the Competition shall not be liable for cancellation of the Competition or changes to the schedule resulting from causes beyond its control.

7.5. In matters not covered by these Terms and Conditions, the relevant Polish laws shall apply. Any matters not covered by these Terms and Conditions shall be decided by the Organiser. The Organiser's decisions are final and cannot be appealed.

7.8. Notices and information regarding the Competition shall be published on the website of the International Relations Office.

.....
(Full name)

.....
(Date)

Appendices:

Appendix 1 – Consent form to use of image

Appendix 2 – Template licence agreement

APPENDIX 1 TO THESE TERMS AND CONDITIONS – Consent form to use of image

CONSENT FORM TO USE OF IMAGE

I, the undersigned, **consent / do not consent*** to the free use of my image, together with my full name and place of residence, as featured in the photograph submitted to the “Find Your Story in Wroclaw during Erasmus+ Mobility” Competition, by the Wroclaw Medical University, with its registered office at Wyb. 1, for the purpose of publishing the photographs awarded in the Competition.

I acknowledge that the use of my image, together with the details set out above, may involve its publication in electronic media, in particular on websites and social media, for an indefinite period from the date of signing this consent form.

*delete as appropriate

I have been informed that I have the right to withdraw my consent at any time by sending a withdrawal of consent to the email address katarzyna.kvapilikova@umw.edu.pl. In such a case, taking into account the available technologies and the costs involved, the University will take reasonable steps, including technical measures, to delete the data processed under this consent form, where possible. The withdrawal of consent shall not affect the lawfulness of the processing carried out based on the consent before its withdrawal.

At the same time, I acknowledge that:

1. The Controller of my personal data, in particular my image, is the Wroclaw Medical University, with its registered office at Wybrzeże Pasteura 1, 50-367 Wroclaw, represented by the Rector. The Controller has appointed the Data Protection Officer, who can be contacted at the following email address: iod@umw.edu.pl, in relation to all issues associated with the processing of personal data.
2. Personal data shall be processed for the purpose of publishing the winning photographs entered in the Competition, pursuant to Article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119, 2016, as amended) and Article 81 of the Act of 4 February 1994 on copyright and related rights, i.e. on the basis of the consent I have given. The data may also be processed for

the purpose of pursuing or defending against potential claims on the basis of the Controller's legitimate interest (Article 6(1)(f) GDPR).

3. The indicated personal data will be publicly available in the above-mentioned media.
4. The Controller may, by way of a written agreement, transfer the processing of personal data to a sub-processor acting on the Controller's behalf, in particular to IT service providers.
5. The Controller shall store my personal data for the period necessary for the purposes of the processing or until I withdraw my consent, subject to the provisions of this consent form.
6. Where applicable, in accordance with the rules and procedures set out in the relevant legislation, data subjects are entitled to request: access to their personal data and the rectification thereof (Article 15 and 16 GDPR), erasure of their data (Article 17 GDPR), restriction of processing (Article 18 GDPR), object to processing (Article 21 GDPR), data portability (Article 20 GDPR) and the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office – where there is a suspicion of unlawful processing of personal data by the Controller.
7. The provision of personal data is not mandatory, but it is necessary for the purposes of the publication. Refusal to provide the data shall result in the Controller being unable to make the photographic material available.
8. The personal data provided shall not be subject to automated decision-making, including profiling as referred to in Article 4(4) of the GDPR.

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(Legible signature)