

## COPYRIGHT TRANSFER AGREEMENT

This Agreement is made in Gdańsk on ..... between:

**Międzynarodowe Targi Gdańskie SA** [Gdańsk International Fair Joint Stock Company] with its registered office in Poland, 80-560 Gdańsk, ul. Żaglowa 11, entered into the Business Register run by the District Court Gdańsk-North, 7<sup>th</sup> Commercial Department of the National Court Register [Sąd Rejonowy GdańskPółnoc, VII Wydział Gospodarczy Krajowego Rejestru Sądowego], KRS No. 0000038362, VAT No. PL 5840253705, Statistical No. [REGON] 001363012, initial capital of PLN 42.981.650,00, with the status of a large undertaking as construed by the Act of 8 March 2013 on preventing excessive delays in commercial transactions, hereunder referred to as the “Buyer”

and

....., domiciled in ..... (postal code ....) at ..... [street, No.], on behalf of whom ..... is acting as a statutory representative, domiciled in ..... (postal code .....) at ..... [street, No.], (before the child turns 13) / acting with the consent of a statutory representative ..... , domiciled in ..... (postal code .....) at ..... [street, No.], (after the child turns 13), hereunder referred to as the “Artist,”

hereunder jointly referred to as the “Parties,”

to the following effect:

### § 1.

The Artist represents that he/she has created the entry submitted to the competition organised by the Buyer as part of TRAKO 2023 for the best artwork on the subject of *Going on Holiday by Train*, hereunder referred to as the “Competition,” and holds full copyright to the entry (hereunder referred to as the “Work”), and that no rights of any third parties, including intellectual property rights which could prevent the transfer of such rights to the Buyer under this Agreement or expose the Buyer to loss or damage, have been infringed upon.

### § 2.

1. The Artists represents that, in connection with participating in the Competition and in accordance with the provisions of the Competition Regulations, upon the conclusion of the agreement, the Artist shall transfer to the Buyer, free of charge and to the extent unlimited by any rights of any third parties:

a) the economic copyright in the Work in all fields of exploitation, in particular: - public performance, exhibition, screening, playback, broadcast and retransmission using any technique; - making the Work publicly available so that everyone can have access to it at a place and time of their choice; - entering into computer memory, into open and closed ICT networks; - video or audio broadcast; - transmission via computer networks, including the Internet, in any standard, system or format; - recording (fixation) and reproduction in any form, on any data carrier in any number of copies; - recording (fixation) and reproduction by means of any technique; - making available of the original and copies on which the Work was recorded (fixated); - making modifications, derivations of the Work.

b) the right to permit the exercise of derivative copyright in the subject of the agreement.

2. The transfer of economic copyright in the Work and the right to permit the exercise of derivative copyright therein is unlimited in terms of territory and time. The Buyer may use the Work worldwide in all media, in all fields of exploitation. The Buyer has the right to license the use of the subject of the

agreement by third parties on the terms specified by the Buyer, as well as transfer the economic copyright in the subject of the agreement, as well as the right to permit the exercise of derivative copyright in the subject of the agreement to third parties.

3. The Artist agrees to the providing of the Work and to other disposal of the Work and related rights to third parties, including in particular to the Work being put up for auction for charity purposes.

4. The Artist undertakes towards the Buyer that he/she will not bring any claims against the Buyer, in particular regarding the way the Work is used, including the way it is further disposed of.

5. The Artist represents that he/she will not exercise his/her moral rights in the Work—except for the attribution of the Work and labelling it with the Artist's details—and at the same time authorises the Buyer to exercise moral copyright on behalf of the Artist, in accordance with Article 16 of the Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws 2018, item 1191, as amended), in particular with regard to: 1) supervision over the use of the Work; 2) deciding on the first release of the Work to the public.

**§ 3.**

1. The Artist is obliged to hold secret from any third parties all and any information about the Buyer and information to which he/she has gained access in connection with the performance of the agreement, and has the right to use such information only for the purpose of performing the subject of the agreement.

2. Only the written consent of the Buyer will release the Artist from the obligation referred to in § 3.1.

3. The obligation referred to in § 3.1 does not apply to publicly available information and information requested by authorised bodies, to the extent that such bodies are authorised to request it in accordance with the applicable law.

**§ 4.**

In matters not regulated by this agreement, the provisions of the Polish Civil Code and the Act on copyright and related rights shall apply.

**§ 5.**

Any disputes which may arise in connection with the performance of this agreement will be settled by the Parties amicably and, should this prove impossible, they will be settled by a common court competent for the registered office of the Buyer.

**§ 6.**

This agreement has been made in two identical copies, one for each of the Parties.

**§ 7.**

The agreement comes into effect on the day it is signed by the last party.

Signatures of the Parties:

1. For            and            on            behalf of            the            Artist, the            statutory            representative  
...../ the Artist ....., with the consent of the statutory  
representative ..... \*

2. ....  
For and on behalf of the Buyer

\* select as appropriate