

General Terms and Conditions of the Mural Art Brno Contest

(hereinafter referred to as the “**Terms of the Contest**”)

1. Contest Organizer

- 1.1. The Organizer of the Mural Art Brno contest (hereinafter referred to as the “**Contest**”) is Accolade, s.r.o., Sokolovská 394/17, Karlín, 186 00 Praga 8, Czech Republic, IČO (Registration Number): 27851371, entered into the Commercial Register of the Court of the City of Prague, ref. no. C 146043 (hereinafter referred to as the “**Organizer**” or the “**Contest Organizer**”).
- 1.2. These Terms of the Contest stipulate the rules, the legal framework of the Contest including information and personal data processing notice, and other key information, and are available at www.accolade.eu/muralart.
- 1.3. This Contest, in which the most advantageous offer will be chosen, shall be a public tender and shall in particular be subject to the Terms of the Contest and paragraph 1772 and following of the Act no. 89/2012, Journal of Laws, Civil Code (hereinafter referred to as the “**Civil Code**”).
- 1.4. Participation in the Contest shall be free of charge.

2. The Contest task and the requirements for the Contest deliverable

- 2.1. The task of the Participants, as defined below, shall be to design a mural for the water-sprinkler installation indicated by the Organizer, located in the industrial park at Brno-Tuřany Airport (hereinafter referred to as the “**Project**” or “**Projects**”). The topic of the Contest is discretionary, however the Projects should present a sustainable future of the city of Brno, including key elements of the ESG strategy of the Accolade Group (Environmental, Social and Governance), utilizing visual communication elements of the Organizer or the Accolade Group.
- 2.2. The project may be carried out using any graphic technique (manually or digitally), taking into account the possibility to paint it as a large-format mural.
- 2.3. The projects must not violate good morals and generally applicable laws. Each Participant must be the owner of full copyright for the presented Project. Projects not complying with the Terms of the Contest, in particular with this paragraph, shall not be qualified for the contest.
- 2.4. No Projects previously published or submitted for other competitions may be submitted for the Contest. This applies to any part of any Project.
- 2.5. From among submitted Projects, the Contest Committee shall select the winning Project whose author (the Participant) or the group of authors (Participants) shall receive the Award as per these Terms of the Contest.

3. Contest Participants

- 3.1. The Contest Participants may be any individuals without limitation of age, above or below 18, with sufficient intellectual capabilities to understand the provisions of the Terms of the Contest (hereinafter referred to as "**Participant**" or "**Participants**"). Minors (individuals below 18) must obtain a written consent of their statutory guardian for the participation in the Contest and any other legal statements related to the participation in the Contest. The statutory guardian's consent as per the previous sentence must include full name, date of birth and the residence address of the minor Participant.
- 3.2. Participation in the Contest is allowed for both individuals and groups, whereby one Participant or one group of Participants may submit only one Project.
- 3.3. Individuals related to the members of the Contest Committee as defined in paragraph 22 section 1 of the Civil Code may not participate in the Contest.

4. Contest Application

- 4.1. The Participant or a group of Participants shall apply for the Contest by submitting their Project through the website www.accolade.eu/muralart, tab "*APPLICATIONS*" (*PŘIHLÁŠIT SE*). The Project submission is equivalent to confirming that the Participant has read and understood these Terms of Contest, the information and notification concerning personal data processing and other key information published on the aforementioned website and that the Participant is willing to take part in the Contest and accepts the Terms of the Contest, agrees to comply with them and consents for personal data processing, including the publication of their work with the author's full name.
- 4.2. By submitting a Project, as per the paragraph above, the Participant represents and confirms that:
 - a) they are the author or a co-author of the Project (as defined in Article 3 Section 3.2 of these Terms of the Contest) and the Project is an original work;
 - b) they have the right to place the likeness of any individuals presented or otherwise mentioned therein, i.e. in particular such individuals have consented, in cases where such consent is required, for their likeness to be presented or to be otherwise mentioned in the Project;
 - c) the publishing of the Project within the scope defined in these Terms of the Contest does not entail any Organizer's liability against any third parties and does not violate copyrights, other rights or legitimate interests of any third parties (including, but not limited to, the right to protect the likeness or good name of any third parties);
 - d) the publishing of the Project within the scope defined in these Terms of the Contest does not violate any commonly applicable laws or good morals;
 - e) any third-party financial claims resulting from the utilization of the Project (e.g. remuneration claims for executing and utilizing likenesses and images of

individuals), as of the date of the Project submission are satisfied as per the previous paragraph.

5. Exclusion of a Participant from the Contest

- 5.1. Within the Contest, the Participant shall act according to the Contest Organizer's guidance. This also applies to the Organizer's guidance regarding personal participation of the winning Participant(s) in the Award presentation. Otherwise, the Organizer shall have the right to exclude the Participant from the Contest. The Organizer shall also have the right to exclude from the Contest a Participant whose conduct violates the contents or the concept of these Terms of the Contest, who does not fulfill the obligations defined therein, who does not satisfy the Contest participation conditions or whose conduct violates the law or good morals.
- 5.2. Upon the Organizer's request, the Participant shall provide to the Organizer any identification data of the Participant (including, in particular, their full name, address, date of birth, telephone number and e-mail address) and promptly inform the Organizer should those information change. In case the Participant does not provide the Organizer with the data mentioned in the previous sentence, provides false data, or if based on the available data of the Participant in the Czech Republic it is impossible to contact or identify them, the Organizer has the right to exclude the Participant from the Contest. This also applies to the data necessary for presenting the Award, including the bank account number with reference to the cash prize that is paid though cashless transfer a part of the Award.
- 5.3. As a consequence of exclusion from the Contest, the Participant loses any rights resulting from the participation in the Contest and any possible Award which in such case is lost. If the winning Participant(s) are excluded from the Contest, the Organizer is not obliged to repeat the Contest. The Organizer shall notify the excluded Participant as defined in these Terms of the Contest about the exclusion in writing, whereby an e-mail sent to the e-mail address indicated by the Participant shall also be understood as a written notice.
- 5.4. If the Organizer discovers that a person not meeting the participation conditions or excluded from participation is taking part in the Contest, in particular a person mentioned under Article 3 Section 3.3 of these Terms of the Contest, the provisions of the previous paragraph apply accordingly.

6. Personal Rights and Personal Data Protection

- 6.1. By participating in the Contest, the Participant agrees that the Contest Organizer shall have the right to use the name or likeness of the Participant as a potential Contest winner (e.g. taken during the Award Ceremony) in the Organizer's media in relation to informing about the Contest and promoting contests organized by the Organizer.
- 6.2. By submitting a Project, according to Article 4 Section 4.1 of these Terms of the Contest, each Participant grants to the Contest Organizer a gratuitous, non-exclusive license for the utilization of the Project in any manner and without limitation, and authorization to grant sublicenses. As a consequence, the Participant is not entitled to any additional remuneration. The license, according to this paragraph, is granted

globally for the life of the copyrights, without limitations in terms of quantity. As part of Project utilization, the Contest Organizer shall have the right to use it in its entirety or in part, not only in its original form (i.e., in which it has been submitted by the Participant or a group of Participants) but also in the form of a proprietary or non-proprietary work created through correcting or otherwise changing the Project, joining with other author's works and text, image, photography or sound of non-proprietary character, by placing it in a collection of proprietary and non-proprietary works; to this end, the Contest Organizer shall be entitled to correct or otherwise change the Project.

7. Contest Procedure

- 7.1. The aim of the Contest is to select the best (winning) Project of a Participant or a group of Participants and to create a mural based on the Project on a water-sprinkler installation indicated by the Organizer, located in the industrial park at Brno-Tuřany Airport.
- 7.2. The Contest is supervised by the Contest Committee, composed of: Dmitrij Proškin (hereinafter referred to as "**ChemiS**"), Dana Kryńska, Kamil Michálek, Markéta Mejstříková (hereinafter referred to as the "**Contest Committee**"), which shall choose the winning Project.
- 7.3. The beginning of the Contest will be announced on 20 October 2021.
- 7.4. The acceptance of Contest submissions according to Article 4 of these Terms of the Contest begins on 20 October 2021 at 10 AM and ends on 15 January 2022 at 11:59 PM.
- 7.5. Then, on 28 January 2022, the Contest Committee will meet in order to select the winning Project and to present the Award.
- 7.6. On 2 March 2022, the best Projects selected by the Contest Committee will be exhibited.
- 7.7. The winning Project will be executed with ChemiS between 27 March and 11 April 2022. The Contest Organizer reserves the right to change the date of the winning Project execution.

8. Selection of the Winning Project and Presenting the Award

- 8.1. The winning Project of a Participant or a group of Participants, as per Article 7 Section 7.5 of these Terms of the Contest, shall be selected by the Contest Committee, and the author (Participant) or the group of authors (Participants) of the winning Project shall receive a cash prize of CZK **30,000** (thirty thousand Czech korunas) and the possibility to participate in person in executing the winning project together with a street artist ChemiS (hereinafter referred to as the "**Award**").
- 8.2. The winning Participant(s) shall be informed about the Award by e-mail or by other relevant means within 10 working days from the final decision in the Contest, however no later than three days before the winning Project announcement. The award shall be presented to the winning Participant(s) by the Organizer or an authorized person, and the cash prize, constituting a part of the Award, shall be transferred to the

winning Participant(s) to the bank account(s) indicated to this end by the Participants within 10 working days from announcing the winning Project and presenting the Award. If the winning Participant(s) fail to provide the data necessary to present the Award, the winning Participant(s) are obliged to collect the Award at their own expense in the place indicated by the Contest Organizer and within 60 days from the date of indicating the place; otherwise the Award shall be lost. If the winning Project is a work of a group of Participants, the amount of CZK **30,000** (thirty thousand Czech korunas), being part of the Award, shall be divided proportionally between the Participants and each Participant of the group shall receive the same portion of the abovementioned amount.

- 8.3. The Award amount is a gross amount. The winning Participant(s) are responsible for duly and timely fulfilling any obligations, including tax liabilities chargeable in relation to the Prize according to the applicable laws and regulations. The winning Participant(s) acknowledge that the Contest Organizer has the right to set off withholding tax from the Award paid, unless the Organizer has explicitly indicated that they will cover the said tax on behalf of the winning Participant(s).
- 8.4. If the Award consists of in-kind prizes, there is no possibility to exchange them against cash. By presenting in-kind prizes, the Organizes shall not be responsible for their faults.
- 8.5. The winning Participant(s) shall not be obliged to accept the Award; in such case, the Award is lost and the Organizer may decide at their own discretion what to do with it. The Award is also lost if the winning Participant(s) fail to meet the presentation conditions.
- 8.6. The Organizer shall promptly inform about having selected the winning Project on the Contest website at www.accolade.eu/muralart which, as per paragraph 1779 of the Civil Code, is a notice for the other Participants that their Projects have not been selected.

9. Final Provisions

- 9.1. First of all, the Organizer hereby represents that they reserve they right to conclude, change or extend the Contest or update the Terms of the Contest to their own discretion in any moment during the Contest. The Contest Participants are responsible for following the notices concerning the Contest and the current version of the Terms of the Contest at www.accolade.eu/muralart where any changes to these Terms of Contest may be published.
- 9.2. The Contest Organizer reserves the right to the final settlement of any disputes at their own discretion.

Prague, 19 October 2021

Accolade, s.r.o.