

AstroCamera 2021 International Astrophotographic Competition Rules

1. GENERAL PROVISIONS

1. The Rules (hereinafter referred to as "the Rules") define the terms and conditions of participation on the AstroCamera 2021 Astrophotographic Competition, hereinafter referred to as "the Competition".
2. The Rules come into force on the day the Competition starts and are in force till the moment it ends.
3. The Competition is organized by the Hevelianum, hereinafter referred to as "the Organizer".
4. The Competition is organized under the honorary sponsorship of the European Southern Observatory, Polish Space Agency and Polish Society of Amateur Astronomers.
5. *Urania - Postępy Astronomii* magazine is a media sponsor of the Competition.
6. Association of Polish Art Photographers (ZPAF) is an art sponsor of the Competition.
7. The aim of the Competition is to select and award the authors of the most interesting photographs of astronomic objects observed from the Earth, in accordance with the criteria defined in par. 5.4 of the Rules, and promotion of the Hevelianum .
8. It is a one-stage competition.
9. It is an open competition, i.e. it is addressed to all enthusiasts of astronomy and astrophotography.
10. The Rules constitute the only document including the terms and conditions of the Competition.

2. COMPETITION PARTICIPANTS

1. Persons who participate in the Competition (hereinafter referred to as "the Participants") must be natural persons, of age, with full capacity to enter into legal transactions.
2. Organizer's employees and Jury members cannot take part in the Competition.

3. COMPETITION ENTRIES

1. A Competition Entry includes a single photograph or a series of photographs taken by a Competition Participant, as well as Photograph Details Form constituting Appendix no. 1 to the Rules. A series of photographs includes photographs of the same object or the same astronomic event.
2. The Organizer has got the right to contact Participants in order to ask them to supplement incomplete data.

3. A Competition Entry that does not contain all of the elements mentioned in par. 3.1 will be rejected.
4. The Competition is organized in the following categories:
 - 1) **Category I:** Deep Sky Objects (photographs of star clusters, galaxies, nebulae, etc.),
 - 2) **Category II:** Solar System Objects (photographs of planets, the Moon, comets, meteors, eclipses, object transits, etc.),
 - 3) **Category III:** Astrolandscape (photographs showing landscape elements with astronomic objects, e.g. astronomic object rising and setting, movement of the celestial sphere).
5. A Participant may register maximum 5 Competition Entries (photographs) jointly in all categories; however, in each category only one photograph of a Participant may be awarded a prize.
6. Photographs may be colour or black and white, either in horizontal or vertical format. Preferred file size (.jpg or .tiff) at the moment Competition Entries are registered is max 50 Mb. The photographs should not contain signatures, descriptions, or watermarks.
7. Competition Entries should be sent solely at: astrocamera2021@hevelianum.pl
8. A Competition Entry sent at the address mentioned in par. 3.7 means that a Participant:
 - 1) has accepted the provisions of the Competition Rules,
 - 2) has given his/her consent for his/her Competition Entry to be presented at the post-competition exhibition and in the post-competition album, to be published in Competition documents, at the Organizer's website, and in press releases concerning the Competition.
 - 3) has given his/her consent for the Organizer to process Participant's personal data in order to organize the Competition and award prizes.
9. When Competition prizes are awarded, prize-winners will be asked to send data needed to sign the agreement mentioned in par. 6.3, as well as .jpg or .tiff files in minimum resolution 3000 x 4500 px at 300 dpi, saved in form of an electronic file on a CD. Such minimum resolution is not obligatory for Competition Entries in the "Solar System objects" category. A Participant sending in this category a photograph in smaller resolution is obliged to make an appropriate note in the Photograph Details Form.
10. During the Competition each Participant must have a permanent e-mail address.
11. The Organizer may demand from a Participant additional verification and confirmation of copyrights mentioned in par. 7 of the Rules. One of the forms of such verification and confirmation may be calling a Participant to show an original photograph or a series of photographs being the basis for a Competition Entry.

4. COMPETITION TIMELINE

1. The Competition starts on 28 January 2021 and ends on 30 April 2021.
2. Competition Entries must be sent till 30 April 2021, 3 p.m. Central European Summer Time - CEST (NOTE: decisive is the date and time of received

- a Competition Entry at the e-mail address mentioned in par. 3.7 of the Rules).
3. If no confirmation has been sent, it is deemed the Organizer has not received a Competition Entry.
 4. Competition results will be announced till 31 May 2021.
 5. The Organizer reserves itself the right to change the deadline for sending Competition Entries and announcing Competition results.

5. EVALUATION OF COMPETITION ENTRIES

1. In order to evaluate Competition Entries the Organizer nominates the Jury in the following composition:
 - 1) Magdalena Więcek-Olszewska (Przewodnicząca Jury),
 - 2) dr Krzysztof Czart (ESO),
 - 3) dr hab. Piotr Gnaciński, prof. UG,
 - 4) Bogdan Jarzyna,
 - 5) Wojciech Korsak,
 - 6) Magdalena Maszewska,
 - 7) dr hab. Maciej Mikołajewski, prof. UMK,
 - 8) Przemysław Rudź (POLSA),
 - 9) Sebastian Soberski (PTMA).
2. The Jury controls the correctness of the Competition process and evaluates Competition Entries on the basis of the criteria mentioned in par. 5.4.
3. The Jury decisions concerning the evaluation of Competition Entries are valid, if taken in the presence of at least six Jury members.
4. Competition Entries will be evaluated in two stages. At the first stage the Jury members will jointly select maximum 10 best Entries in each category. At the second stage each Jury member will evaluate Entries individually by granting from 1 to 5 points in each of the following areas:
 - 1) **content**: object type, observed brightness, level of difficulties in observing an object, phenomenon exotics (uniqueness), etc.,
 - 2) **aesthetics**: object visual attractiveness, picture sharpness, noise reduction, etc.
5. The final number of points received by a Competition Entry is the sum of points granted by individual Jury members in both above-mentioned areas.
6. The sum of points will be used to create a ranking of Competition Entries, i.e. to arrange them from those with the biggest to those with the smallest number of points. If two or more Entries receive the same number of points, the Jury will vote which of them will have a higher position in the ranking.

6. PRIZES

1. Competition winners will receive a statuettes and the following cash prizes:
 - 1) **Category I: Deep Sky Objects**:
 - a) Grand Prix – 1st Place – PLN 1.500,00,
 - b) Second Place – PLN 1.000,00,
 - c) Third Place – PLN 500,00.
 - 2) **Category II: Solar System Objects**:

- 1) Grand Prix – 1st Place – PLN 900,00,
- 2) Second Place – PLN 400,00,
- 3) Third Place – PLN 300,00.
- 3) **Category III: Astrolandscape:**
 - 1) Grand Prix – 1st Place – PLN 1.000,00,
 - 2) Second Place – PLN 500,00,
 - 3) Third Place – PLN 300,00.
2. The Organizer reserves itself the right to award honorary mentions in each category.
3. A prizes will be awarded, provided a Participant who has been awarded such prize has signed a copyright (licence) agreement constituting Appendix no. 2 to the Rules and has delivered the files mentioned in par. 3.9. If a Participant fails to sign the agreement within two weeks from the date he/she is informed about Competition results or fails to deliver the files, the prize will be granted to the next Participant with the biggest number of points in a specific category.
4. A prize is subject to taxes according to general principles.
5. Jury's decision about prizes is final and no appeals will be taken into account.
6. Competition results will be published at the Organizer's website. Prize-winners will be informed about Competition results by e-mail.
7. The Organizer reserves itself the right to desist from awarding prizes in the Competition.

7. COPYRIGHTS

1. Competition Participants authorize the Organizer to use non-exclusively and free of charge the Entries delivered for the Competition within the scope defined in par. 3.8.2 for 5 years starting from the date of announcing Competition results, with no need to sign a separate agreement, subject to provisions of par. 7.3.
2. Formats and sizes in which the photographs have been delivered may be changed to the extent justified by the photograph use defined in the Rules.
3. Moreover, on the basis of a copyright (licence) agreement in the form defined in Appendix no. 2 to the Rules, Competition prize-winners grant to the Organizer a licence and authorize the Organizer to use prize-winning Competition Entries (photographs) non-exclusively and with no limitations of time or place in exploitation fields defined in Art. 50 of Copyright and Related Rights Act of 4 February 1994, in particular to:
 - 1) exploit and use the photographs for the purposes of all kinds of Organizer's free-of-charge and payable educational, exhibition, marketing, and promotion activities,
 - 2) replicate the photographs – produce and replicate the photographs with the help of any available technology, including printing, photographic, reprographic and digital technology, or with the use of any other data carrier,
 - 3) within the scope of trading in the originals or the carriers on which the photographs have been registered – lend, let for use or lease the photograph originals or their copies, to adapt them for the needs

- of producing books, albums, brochures, leaflets and other printing materials, information, and press advertisements,
- 4) disseminate the photographs in other ways than those defined in sections 1–3 – show (exhibit, project, reproduce) the photographs at an open exhibition, enter them into the memory of Organizer’s computers, disseminate them with the help of Internet (e.g. website, electronic mail, ftp servers), Intranet, Extranet and other computer networks, broadcast them by a ground station through wire and wireless transmission, broadcast them through a satellite, and publicly reproduce them or make them available in other way so that everybody can have access to them at any place and any time one chooses,
 - 5) gives his/her consent for photograph editing or having them edited by third parties for publishing purposes or for cropping or having them cropped by third parties for Organizer’s promotion purposes, and to use such developments and the rights to such developments in the fields of exploitation defined in sections 1–4.

8. COMPETITION ORGANIZATION

1. Contact data:
Hevelianum
ul. Gradowa 6 , 80-802 Gdańsk
tel.: (58) 300 08 42 ext. 50,
e-mail: astrocamera2021@hevelianum.pl
2. Participants may ask questions concerning the Competition Rules till 27 April 2021. Questions considered by the Organizer to be important as well as answers to them will be published at the Organizer’s website: www.hevelianum.pl.
3. Mr Magdalena Więcek-Olszewska is a person authorized by the Organizer to contact Competition Participants (+48 58) 300 08 42 ext. 50, e-mail: astrocamera2021@hevelianum.pl).
4. The Organizer reserves itself the right to change the Rules. Information about such changes will be published at the Organizer’s website: www.hevelianum.pl.

9. PERSONAL DATA

1. Participants’ personal data will be processed in order to execute the Competition, select prize-winners, grant, deliver and settle prizes, as well as for promotion purposes.
2. Participants’ personal data will be protected in accordance with the General Data Protection Regulation (EU) 2016/679: Regulation 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 (Data Protection Directive) .
3. The Organizer ensures Participants the right to view and amend their personal data.
4. The Organizer informs that personal data (names and surnames) of Competition prize-winners will be published at the Organizer’s website.

10. FINAL PROVISIONS

1. The Competition Organizer is not liable for delays in electronic mail services used by Participants. The Organizer is not liable either for the acts of third parties connected with Competition organization, or for damages caused by giving erroneous or outdated data by Competition Participants.
2. To matters not stipulated for in the Rules appropriate provisions of current regulations of law will apply.

Appendices to the Rules:

- 1) **Appendix no. 1** - Photograph Details Form,
- 2) **Appendix no. 2** - Copyright (Licence) Agreement,

Hevelianum Director

Paweł Golak

Gdańsk, 28 January 2021

PHOTOGRAPH DETAILS FORM
AstroCamera 2021 Astrophotographic Competition

PERSONAL DATA:

1. Name and surname:

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2. Address (street, house/apartment number, commune, powiat, voivodship):

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3. Participant's e-mail address:

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PHOTOGRAPH DATA:

1. Photograph title:

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2. Competition category (Category I, Category II, Category III):

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3. Place where the photograph was taken (name of the nearest town/village and, if possible, geographic coordinates):

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4. Date and time (UT) when the photograph was taken:

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5. Object name:

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6. Object coordinates (RA, DEC):

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7. Field of view:

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8. Exposure time (in seconds):

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9. Number of exposures:

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10. Instruments used:

a) telescope (focal length, diameter)

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b) detector type and name

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c) filters

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d) other

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11. Reduction method:

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data reduction applications

12. Comments about the photograph:

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weather conditions/other

**COPYRIGHT AGREEMENT
(Licence Agreement)**

No. /2021

concluded on2021 in Gdańsk between:

Hevelianum, address: ul. Gradowa 6, 80-802 Gdańsk, NIP [tax identification number]: 583-000-93-75, REGON [statistical identification number]: 190572660, represented by Paweł Golak – **Director**, hereinafter referred to as **“the Organizer”**

and

.....
....., hereinafter referred to as **“the Author”**.

§1.

1. The Author declares that he/she enjoys exclusive moral and economic rights to the photograph (Competition Entry) entitled (hereinafter referred to as „the Photograph”) constituting Appendix no. 1 hereto and awarded a prize in “AstroCamera 2021” Astrophotographic Competition (hereinafter referred to as “the Competition”) announced and executed by the Organizer, in which the Author took part.
2. The Author declares that he/she delivered the Photograph to the Organizer in form of an electronic file.
3. The Author declares that there are no limitations on using economic rights to the Photograph that could make this Agreement fully or partially ineffective.
4. The Author declares that the execution of this Agreement will not violate any author’s economic rights or any other rights of third parties. If in connection with using the Photograph by the Organizer in accordance with the provisions hereof any third party raises a claim against the Organizer in form of a lawsuit for infringement of copyrights to the Photograph, the Author shall immediately join the case on the defendant’s part, release the Organizer from all claims, and satisfy all admitted or legally adjudged claims of the plaintiff together with the cost of possible lawsuit or amicable negotiations.

§2.

1. The Author grants to the Organizer a licence and authorizes the Organizer to non-exclusively use the Photograph in exploitation fields defined in Art. 50 of Copyright and Related Rights Act of 4 February 1994 (Journal of Laws of 2006 no. 90, item 631, as amended), in particular to:
 - 6) exploit and use the Photograph for the purposes of all kinds of Organizer's free-of-charge and payable educational, exhibition, marketing, and promotion activities,
 - 7) replicate the Photograph – produce and replicate the Photograph with the help of any available technology, including printing, photographic, reprographic and digital technology, or with the use of any other data carrier,
 - 8) within the scope of trading in the original or the carriers on which the Photograph has been registered – lend, let for use or lease the Photograph original or its copies, to adapt them for the needs of producing books, albums, brochures, leaflets and other printing materials, information, and press advertisements,
 - 9) disseminate the Photograph in other ways than those defined in sections 1–3 – show (exhibit, project, reproduce) the Photograph at an open exhibition, enter it into the memory of Organizer's computers, disseminate it with the help of Internet (e.g. website, electronic mail, ftp servers), Intranet, Extranet and other computer networks, broadcast it by a ground station through wire and wireless transmission, broadcast it through a satellite, and publicly reproduce it or make it available in other way so that everybody can have access to it at any place and any time one chooses,
 - 10) give consent for enjoying related rights – a Participant gives his/her consent for Photograph retouching or cropping or having it retouched or cropped by third parties, and to use such developments and the rights to such developments in the fields of exploitation defined in sections 1–4.
2. The Author transfers onto the Organizer the ownership for all copies of the Photograph made in formats defined in the Competition Rules.
3. The Author gives his/her consent for changing the format and size in which the Photograph has been delivered to the extent justified by the Photograph use under this licence.
4. The Organizer is entitled to grant sub-licences.
5. The Organizer will obtain the licence at the moment the Organizer pays the fee mentioned in § 4 par. 1, with no need for the Parties to make any additional declaration of intent.

§3.

1. The Agreement has been concluded for an indefinite period of time.
2. The Agreement is binding within the Republic of Poland and abroad.

§4.

1. The Author receives a gross fee for granting his/her copyrights in form of a cash prize defined in the Competition Rules, i.e.
(say:).
2. Taxes will be settled according to principles defined in the tax law.
3. The Author is not entitled to any other claims against the Organizer arising from his/her participation in the Competition or the conclusion of the Agreement.
4. Payment will be made on the strength of an invoice issued by the Author, onto the bank account designated by the Author, within 14 days from the date of delivering an invoice to the Organizer.
5. The day Organizer's bank account has been charged will be deemed to be the day of payment.
6. The Author cannot assign onto third parties the receivables due under the Agreement.

§5.

The Author declares that he/she has authorized the Organizer to execute in his/her name Author's moral rights, in particular to decide on the way and form of placing Author's data on Photograph copies.

§6.

If there are any legal defects of the Agreement subject, the Organizer will be entitled to demand that the damages arising from such defects be redressed.

§7.

To matters not stipulated for in the Agreement the provisions of the Copyright and Related Rights Act and the Civil Code shall apply.

§ 8.

1. The Parties shall try to settle all disputes arising from the Agreement in negotiations.
2. If is not possible to settle the dispute amicably, such dispute will be settled by a civilian court having jurisdiction over Organizer's seat.

§ 9.

1. All modifications and amendments of the Agreement shall be null and void unless made in writing.
2. The Agreement has been signed in two identical copies, one for each Party.

Author:

Organizer: