

RULES OF THE 2019 COMPETITION “CONTEMPORARY TALENTS – 9th edition”

Exhibition in 2021

Before participating in the competition, every candidate must read and unreservedly accept all these Rules:

Anyone who fails to comply with one or more of the clauses in these Rules will be excluded from participating in the competition, and will also forfeit the financial rewards he/she might have received.

ARTICLE 1 – PREAMBLE

The François Schneider Foundation, recognised as a public interest establishment by the Decree of 10 August 2005 (hereinafter “the Organiser”), situated at 27 rue de la Première Armée in WATTWILLER, FRANCE, organises **a competition on the theme of water** entitled “**Contemporary Talents**” with the aim of helping creative artists who are still relatively unknown to develop their careers by acquiring their works and by publicising the artists and their work through the means at the Foundation’s disposal, including exhibitions, catalogues, networks, websites, etc. (Non-exhaustive list)

ARTICLE 2 – CONDITIONS OF PARTICIPATION

The competition is open to any physical person anywhere in the world (hereinafter “the candidate”), with the exception of former prize-winners in the competition. Minors must submit a certificate completed and signed by their legal representatives authorising them to take part in the competition.

The competition is open to artists presenting a work in one of the following disciplines: painting, drawing, sculpture, installation, photography, video or any other domain of the plastic and visual arts.

The François Schneider Foundation is particularly keen to encourage the submission of sculptural or installation works or projects.

For installations and sculptures, artists may present either an existing work or a project. For other disciplines, only an existing work may be presented.

The call for applications to the competition is open from 2 September 2019 (10 am) until 11.59 pm on 2 November 2019 (local time).

Any participation is subject to the candidate’s provision of complete, genuine, precise and up-to-date personal data. It is permitted to indicate an artist’s pseudonym in addition to your official identity.

Any fraud, attempted fraud, or failure to comply with French law may be sanctioned by exclusion from the competition.

Participation is limited to a single work or a single project per candidate. If a candidate submits more than one project per year to the competition, all his/her projects will be automatically excluded from the competition.

Each candidate guarantees that he/she is the author of the work or project submitted. Subject to mandatory collective management and/or legal and obligatory licences required by the Intellectual Property Code, he/she will refrain from granting to any third parties any rights over the tangible or intangible items submitted in the competition. On the date of participation in the competition, the works and projects must not have been the subject, to the benefit of any third parties, of any commercial operation, liens, pledges and/or guarantees, or any sale, donation, assignment, licence or authorisation to operate, or any other form of making available, whether for the physical medium of the work or project or for all intellectual property rights concerning it. He/she shall refrain in particular from making or having made for the benefit of any third parties copies or reproductions of copies of the work or project.

ARTICLE 3 – PRACTICAL ARRANGEMENTS

Participation in the competition may only be by electronic means after registration on the François Schneider Foundation website: www.fondationfrancoisschneider.org

In the event of technical difficulties arising from the internet network, candidates shall make contact with the Organiser as soon as possible. We recommend that you submit your candidatures as early as possible in order to avoid any server slowdowns that could result in your candidature not reaching us in time.

Candidatures must be submitted in French for French-speaking candidates, and in English for other candidates.

These candidatures must include:

- **For existing works:**

- Your signed registration form – PDF format

- A copy of your ID (European ID recto-verso card or passport) – PDF format

- Your curriculum vitae – PDF format, 2 pages maximum A4

- Your artistic file presenting your whole artistic career (portfolio text and/or picture) – PDF format, 10 pages maximum A4, 10 Mb maximum

- A written presentation of the work that you present to the competition - Format PDF, 4 pages maximum A4. This presentation has to contain: the title, the year of realization, a clear text of presentation of the work of 1 page and the technical characteristics: dimensions, size, materials and techniques, conditions required for the exhibition of the work that you present to the competition

- 1 to 5 pictures of the work that you present to the competition (photo, plan, etc.) - Format JPG, 5 Mb maximum size by pictures

- A video of the work which you present to the competition – Format MOV/MP4, 500 Mb maximum (this document is compulsory for the candidates presenting a video and secondary for the other medium).

- **For the works presented in the form of a project:**

- Your signed registration form – PDF format

- A copy of your ID (European ID recto-verso card or passport) – PDF format

- Your curriculum vitae – PDF format, 2 pages maximum A4

- Your artistic file presenting your whole artistic career (portfolio text and/or picture) – PDF format, 10 pages maximum A4, 10 Mb maximum

- A written presentation of the work that you present to the competition - Format PDF, 4 pages maximum A4. This presentation has to contain: the title, the year of realization, a text of presentation and the technical characteristics: dimensions, size, materials and techniques, conditions required for the exhibition of the work that you present to the competition

- A **detailed budget for the production costs with a quotation** (materials for producing the work, company involvement, cost of transport to the Foundation, customs charges, transport costs for supervision of the execution of the project, financial resources for the installation of the work, including projectors if necessary). Any project with a budget exceeding €100,000 will not be considered.

- 1 to 5 pictures of the work that you present to the competition (photo, plan, etc.) - Format JPG, 5 Mb maximum size by pictures

- A video of the work which you present to the competition – Format MOV/MP4, 500 Mb maximum (this document is compulsory for the candidates presenting a video and secondary for the other medium).

IMPORTANT: The works presented must under no circumstances be designed with a view to being installed permanently at the Foundation.

Any candidatures that are incomplete or fail to comply with the above instructions will not be submitted to the Expert Committees and the International Panel of Judges.

ARTICLE 4 – EXPERT COMMITTEES AND PANEL OF JUDGES

Selection of the works is organised as a two-stage process: firstly by Expert Committees, then by an International Panel of Judges that works independently from the Foundation.

· The Expert Committees

The committees are each made up of two art and culture professionals and their task is to review all the candidatures received to select the 40 (plus or minus 3) “Finalists” to be presented to the International Panel of Judges.

· The International Panel of Judges

The panel, chaired by Jean-Noël Jeanneney, includes well-known personalities from the arts world, who will choose the prize-winners from amongst the “Finalists”. These prize-winners will be named the “Contemporary Talents” for the year. Seven winners maximum will be selected if the International Panel of Judges feels that the quality of candidatures received is high enough.

The decisions of the Expert Committees and the International Panel of Judges are final and not subject to appeal. Neither the Expert Committees, nor the Panel of Judges are authorised to issue comments on the candidatures that are not selected.

Selection of the works and projects

After studying the candidatures during **December 2019 - February 2020**, the Expert Committees will select the “Finalists”, who will be individually notified. The list of finalists will also be published on the Foundation’s website **in March 2020**.

As soon as they have been notified, the “Finalists” must supply a text summarising their careers and presenting the selected work, in French and in English. This will be used for the official announcement of the finalists to the press, to publicise our finalists on the website and to edit a light format publication.

The “Finalists” works will then be studied by the International Panel of Judges during **April 2020** in order to select the prize-winners to be known as the “Contemporary Talents – 9th edition”.

The announcement of the “Contemporary Talents – 9th edition” will take place at the end of **May 2020** in Wattwiller.

The Organiser is entirely free to postpone these dates subject to its informing the candidates on its website.

ARTICLE 5 – INTELLECTUAL PROPERTY

5-1. Authorisation to reproduce and represent free of charge for all candidates.

Each candidate expressly authorises the François Schneider Foundation to publish, reproduce, communicate and disseminate publicly, for free and without financial consideration for the candidate, all or part of the items in his/her candidature for all media and the press, in all countries and for the LEGAL DURATION OF THE COPYRIGHT. This authorisation is limited to the promotional and communication needs of the François Schneider Foundation. This authorisation is granted for all media, in particular magazines, newspapers, flyers and promotional brochures, on photographic, videographic, audio, audiovisual, digital and electronic media, and those allowing electronic

communications and in particular the internet and mobile telephones. Each candidate consents to this authorisation, as set out in and within the limits of this article, being transmitted to the Organiser's partner(s), whether a physical or legal person(s) and also to broadcasters which may be granted authorisations to reproduce and communicate directly and indirectly to the public.

5-2. Assignment of copyright for the Prize-winners

A contract of assignment with each Prize-winner will, where applicable, finalise the assignment of the copyright, the conditions for which are already set out in these Rules, which must be returned, accepted and signed by each candidate.

Each Prize-winner shall assign in full to the François Schneider Foundation, which accepts on its own behalf and on that of its successors, under the conditions set out below, an exclusive right to use and cause to be used all the property rights to the work submitted in this competition.

Such assignment shall be effective in all countries and for the whole duration of the Prize-winner and his/her successors' rights, in accordance with the provisions of the law, regulations or conventions relating to the duration of such rights as well as the possible extension of such duration, depending on the place of use envisaged.

Each Prize-winner shall assign to Organiser the right of reproduction, representation and adaptation attached to work referred to above, as well as any derivative rights of use, under the conditions set out below.

The right of reproduction includes the right to reproduce all or part of the work, by any current or future technical process, such as printing, drawing, engraving, moulding, any graphic or plastic arts process, photocopying, computer storage, downloading, and digitisation. It includes the right to publish, disseminate free of charge or otherwise, and sell all the copies reproduced by the processes and on the media referred to in the points below, by any distribution and dissemination channels, where applicable as part of promotional and communication operations for the François Schneider Foundation, whether or not they are related to the sale of the work itself.

The right of representation includes the right to exhibit publicly and to disseminate the work, by any current or future process of direct or indirect communication to the public, such as the exhibition of the work in any place, the public projection, broadcasting and transmission in a public place of the work broadcast, and all forms of electronic communication and interactive multimedia programmes, as well as audiovisual communication (advertisements, reports) and cinematographic communication (film), in particular by means of the Internet, mobile telephones, terrestrial, cable or satellite networks.

This assignment is granted for any graphic, photographic, magnetic, videographic, optical, audio, audiovisual, computer, electronic or digital medium, and in particular for books, for all types of publication, catalogues, postcards, posters, brochures, packaging such as CDs, CD-Roms and DVD, merchandising, interactive digital terminals, newspapers and magazines both online and in paper form, flyers and promotional brochures, any website, all personal mobile media such as digital portable devices and portable televisions.

The right of adaptation includes the right to adapt or have the work adapted in multimedia

and interactive format. The derivative right to use the work includes the right to make or have made, for the purposes of selling or promoting, any product derived from the work such as games, postcards, websites or applied art objects.

Each Prize-winner shall also assign to the Organiser the right to use the work according to methods of use unknown at the time of signing this contract, subject to an agreement negotiated in good faith between the parties regarding the remuneration to be awarded to the Prize-winner on such occasion.

Each Prize-winner guarantees the Organiser against any disturbance in the exercising of the rights assigned under these Rules, as well as against any claims or evictions liable to affect the peaceful enjoyment of such rights.

Except for mandatory collective management and mandatory licencing systems required by the Intellectual Property Code, the Prize-winners shall unreservedly entrust the receipt of copyright royalties to the François Schneider Foundation.

In its capacity as assignee of all the property rights concerning the work, the François Schneider Foundation is free to bring any legal action in order to ensure the protection of the work.

The François Schneider Foundation shall strictly respect the moral rights and resale rights of the Prize-winners and undertakes to preserve the integrity of the work and to respect in all cases (sale, exhibition, reproduction, dissemination) the authorship rights, systematically stating his/her name with the name of the work. Any adaptation of the work shall require the express agreement of the Prize-winners.

5-3. In accordance with the laws governing literary and artistic ownership, the reproduction and the representation of all or part of the elements making up the competition, the candidatures and these Rules are strictly forbidden without the Organiser's agreement.

ARTICLE 6 – TANGIBLE PROPERTY

The Prize-winners undertake as of now to assign their material property rights to the works concerned by this competition and which will be transferred to the Organiser under conditions which may, where necessary, be determined at a later stage.

The tangible ownership rights over the work shall be transferred to the Organiser on receipt of the work and after its acceptance by the Organiser. Before its receipt by the Organiser, the work is under the entire responsibility of the Prize-winner.

ARTICLE 7 – FINANCIAL CONDITIONS

7-1. In return for the design, creation and exclusive, once and for all and irrevocable assignment by the Prize-winners of their intellectual property rights as provided for by Article 5-2 of these Rules and of the tangible property rights over the work to the François Schneider Foundation provided for by Article 6 of these Rules, the latter will pay the Prize-winners **the sum of €20,000 inclusive of all taxes**, consisting of a merit award of €10,000 and the sum of €10,000 for the creation and purchase of the work. Payable in two instalments, following the announcement of the results, then upon delivery of the work. The costs of transport and installation of the work at the Foundation's premises are the responsibility of the Foundation.

7-2. In addition to the payment set out in article 7-1, the Prize-winners who present their work in the form of a project not yet completed must draw up a dossier including a detailed budget for the cost of producing the work (including the costs of production, transport and installation).

The Foundation will in some cases ask the artist to produce the work immediately, in which case a maximum period of one year will be allowed for the completion of the work, and the prize-winner will provide full supervision of the creation of the work. The Foundation will meet all the costs of production, transport and installation in accordance with the figures set out in the budgets supplied by the Prize-winner, who shall not be entitled to request additional remuneration for this supervision.

In other cases, the Foundation will want to defer the production of the work, in which case, the Prize-winner must produce a very high-quality model suitable for exhibition, on a scale to be determined in consultation with the Foundation, as well as supplying the protocol and technical plans required for the later production of the work. Outside costs incurred for the creation of the model will be refunded on production of written proof and must not exceed €2,000 without prior specific agreement from the Foundation.

In the event that the work is subsequently produced, the artist may be requested, with no obligation, to fully supervise the work, which will give rise to the payment of an additional supervision fee of €5,000 before tax.

7-3. Under the circumstances described in Articles L.131-4 paragraph 2 and L.132-6 of the French Intellectual Property Code, the sums paid under paragraph 1 of this article shall constitute the entirety of the copyright paid to the Prize-winners.

ARTICLE 8 – COMMISSIONING AND PRODUCTION

The Prize-winner submitting his/her work in the form of a project will comply when producing the final work or three-dimensional model with the presentation of the project deposited on the François Schneider Foundation website as part of his/her candidature for the “Contemporary Talents” competition. The Prize-winner undertakes to exercise all the due diligence and professionalism required in the production of the work or three-dimensional model. He/she certifies that it is an original creation. Each Prize-winner is informed as of now of the need to meet the deadlines that will be indicated to him/her by the Organiser. The winning works will be exhibited for the first time at the foundation during the first half of 2019.

In the event that the Prize-winner would like to exercise his/her right to reconsider and request the withdrawal of the work, the exercising of this right shall entitle the Organiser to compensation for the prejudice suffered by it, and it reserves the right in particular to seek the repayment of any advances that might have been paid to the Prize-winner.

ARTICLE 9 – INSTALLATION AND EXHIBITION ARRANGEMENTS

Each Prize-winner undertakes to deliver the work acquired with a maximum of necessary presentation materials for the exhibition (specific video material, framing, base, counter-collage, etc.) and it without additional financial compensation.

Each Prize-winner undertakes to be present at the installation of the work and to set it up in person (if necessary).

Each Prize-winner undertakes to cooperate with the Organiser for the purposes of the promotion of the work, in particular by attending press conferences, cultural events, outreach projects, events, guided tour, workshop or other initiatives. The Organiser may, in this respect, freely use the image of the Prize-winner, in any document and on any media.

The Organiser is not subject to any obligation to promote the works or the Prize-winners under these Rules.

ARTICLE 10 – RESPONSABILITY

Each candidate is legally responsible for his/her own actions and for the use of his/her equipment. The Organiser may not on any account be held liable for loss or damage caused to the candidates.

The Organiser reserves the right to modify, extend or purely and simply cancel the competition due to any event beyond its control (cancellation of the event, modification of the programme or any other event connected to a natural disaster or case of force majeure, and more particularly in the event of war, general strike, civil disturbance, terrorist attack, public calamity, natural disaster or fires).

The Organiser may not be held responsible if one or more candidates are unable to participate in the competition or suffer any prejudice due to malfunctions and/or disturbances that might interfere with the successful running of the competition. Concerning the use of the competition website, each candidate is informed of the risks inherent in the internet and in particular access performance, risks of interruption and computer viruses.

ARTICLE 11 – MODIFICATIONS

The Organiser reserves the right to make changes to the Rules, at any time, without warning or any obligation to justify its decision and without it being able to be held liable due solely to any such modification. Additions and amendments may then be published during the competition, which may be subject, where applicable, to the acceptance of the candidates who have accepted earlier versions of the Rules. In the event of changes to the dates, the new dates will be stated on the competition website and will be directly enforceable upon the candidates.

ARTICLE 12 – PERSONAL DATA

In accordance with Law no. 78-17 of 6 January 1978 relating to data processing and freedom, the candidates who have completed the registration form have a right of opposition, access and rectification regarding the data concerning them. This right can be exercised by sending an email to info@fondationfrancoisschneider.org. The only recipient of the personal data collected is the Organiser, and none will be sold on to commercial partners.

Personal data collected is only processed for the purpose of managing the participation and registration in the competition and sending emails on behalf of the Organiser. The Organiser is also authorised to use and communicate the identity of the Finalists.

ARTICLE 13 – JURISDICTION AND APPLICABLE LAW

These Rules are governed by French law. Except for the application of public policy rules, any dispute arising from the formation, interpretation, and execution of these Rules is subject to the exclusive jurisdiction of the Courts of the Organiser's head office.

ARTICLE 14 – CONSULTATION OF THE RULES

These Rules are made available in full to candidates on the Foundation's website www.fondationfrancoisschneider.org and may be communicated free of charge following a simple request made electronically to this address:

info@fondationfrancoisschneider.org

or by post to the following address: 27 rue de la Première Armée – 68700 WATTWILLER - FRANCE

ARTICLE 15 – AGREEMENT ON PROOF

It is agreed that, except in cases of manifest error, the Organiser may rely, in particular for the purposes of proving any act, fact or omission, on the programmes, data, files, recordings, operations and other items (such as monitoring or other reports) of any items of a computerised or electronic nature or in or on the computer or electronic formats or media, prepared, received or recorded directly or indirectly by the Organiser, in particular in its information systems and audiovisual recordings.

Candidates undertake not to challenge the admissibility, validity or the probative force of any items of a computerised or electronic nature or in or on the computer or electronic formats or media referred to above, on the basis of any legal provisions whatsoever which may stipulate that certain documents must be in writing or signed by the parties in order to constitute proof.

Thus the elements in question shall constitute proof and, if they are produced as evidence by the Organiser in any litigious or other proceedings, they shall be admissible, valid and enforceable between the parties in the same manner, in accordance with the same conditions and with the same probative force as any document prepared, received or recorded in writing.