TERMS AND CONDITIONS

The International Cochran Piano Competition 2019 (hereinafter referred to as the „Competition”), organized by the Julian Cochran Foundation, with its registered seat in ul. Koszykowa 63, H 02.130, 00-667 Warszawa, Hala Koszyki, NIP: 525-26- 46-365 Warsaw (hereinafter referred to as the “Organizer”), will be held between October 1, 2018, and October 25, 2019. These terms and conditions (hereinafter referred to as the “Terms and Conditions”), specify the rules of participation in the Competition, as well as its course, the supervision of its conduct, and the complaint handling procedure.

ELIGIBILITY

The Competition is open to any pianist (hereinafter referred to as the "Candidate" or the "Participant"), who has reached the age of 18 and has a full legal capacity as of 1 October 2019. There is no upper age limit for Candidates to enter the Competition.

COMPETITION CALENDAR AND RULES

1. Candidates wishing to enter the Competition have to submit a complete application under the following address https://app.getacceptd.com/cochran (hereinafter referred to as the "ICPC Platform").

2. An application is only considered valid when all required application information and the application fee are submitted. The complete application should include all actions listed below, within the given deadlines:

2.1 By 30 November 2018:
   a) Participant’s registration on the ICPC Platform and filling in the application available there;
   b) Payment of the non-refundable registration fee in the amount of USD 60;
   c) Selection of up to ten Julian Cochran scores out of which the Participant shall choose the program performed during the Competition (Part I of the program referred to in Section IV clause 1a).
      i. The Participant shall make a choice of Julian Cochran pieces based on the list of works published on the ICPC Platform;
      ii. Within 24 hours upon the registration to the Competition and the choice of Julian Cochran pieces, the Participant shall receive (at the email address given in the application) the chosen Cochran scores as PDF files without the last page;
      iii. A complete set of printed scores of the pieces selected by the Participant shall be sent to the mailing address indicated by the Participant in the registration process, up to seven days after registration;
      iv. Julian Cochran’s pieces are protected by the copyright law, copying and distributing scores made available to the Participant is prohibited. At the same time, Participants have the right to perform Julian Cochran’s pieces in public – both during preparations for the Competition and after its completion, without the need to pay royalties. Participants are also allowed to publish their recordings of Julian Cochran pieces for their promotional purposes (audio, video) without paying royalties (social media, websites, etc.).
2.2 By 30 April 2019: submission of recordings to the ICPC Platform pursuant to the regulations specified in Section IV of these Terms and Conditions.

3. Upon completing the registration process referred to in Section III clause 2.2, the Organizer shall confirm the completion of the Participant’s registration process via e-mail given on the ICPC Platform.

4. The Organizer shall conduct the preliminary verification of the recordings submitted by the Participant in terms of their compliance with the rules listed in Section IV. The Organizer shall contact Participants whose recordings do not meet the above rules by May 10, 2019 in order to work with each Participant separately on ensuring that the correctly prepared recordings are submitted by the Participant on the ICPC Platform by May 15, 2019 the latest.

5. The Organizer will announce up to four Laureates of the Competition (Candidates who received the highest scores) by 30 June 2019 r. The Laureates will be notified by the Organizer via email. 6. The Results of the Competition will be announced during the final concert Gala in Warsaw organized as part of the Julian Cochran Residency Award between 18-25 October 2019.

COMPETITION PROGRAM AND REQUIREMENTS CONCERNING THE SUBMITTED RECORDINGS

1. The recording submitted by the Participant must comprise of two integral parts:
   a) Part I - recordings of the Participant performing Julian Cochran's compositions selected from the ten works chosen during the registration process referred to in Section III clause 2.1. c., whose joint duration will be between 15 and 20 minutes;
   b) Part II – recordings of the Participant performing selection of pieces (one or more) by (an)other composer(s), whose joint duration will be between 15 and 20 minutes. The free choice repertoire must have been written for solo piano only.

2. The order of performance of the above works and their number will be determined by the Participant. The joint duration of Part I and Part II shall not exceed 40 minutes.

3. The Participant shall maintain the integrity of the performed compositions.

4. Participants submit their program recordings on the ICPC Platform.

5. Participants shall submit recorded performances of Part I and Part II of the chosen program solely on the grand piano. The use of any other instruments, including historical or electronic instruments, shall result in the disqualification of the Participant from the Competition.

6. Each work submitted by the Participant must be recorded according to the following rules:
   a) The camera must remain at the same angle throughout each recording (one single shot, no sound or video editing is allowed);
   b) The Participant's whole silhouette and hands must be clearly visible from the right side throughout the video, which shall be uncut throughout the entire duration of performance of a given composition;
   c) Each work submitted by the Participant must be recorded in a separate file. The size of each file should not exceed 4.8 GB. The audiovisual files should be submitted in one of the following formats: MPEG, MPG, MP4, OGG, MOV, AVI, WMV, M4V, VOB, and FLV. The Organizer strongly suggests that Participants choose formats with the lowest compression of sound.
   d) All recordings submitted by the Participant shall be made after 1 October 2017.

7. Participants are not required to play from memory.

8. Every recording of free choice repertoire submitted on the ICPC Platform, must be accompanied with a scanned score of the performed piece including the title page indicating the publisher (in PDF format).
9. Should the Participant fail to satisfy the conditions set in this section, or should the Participant submit a recording which is rendered impossible to assess on account of poor sound or video quality, their registration for the Competition shall be deemed ineffective, and the Participant shall be notified of this fact via electronic mail.

10. Any manifestation of unfair participation in the Competition by the Participant (i.e. the used of a recording of another person, audio and/or video editing, listing false personal data during registration, or unlawful use of third party images) shall result in the Participant’s exclusion from the Competition.

JURY

1. To select the Laureates of the Competition, the Organizer shall appoint a competition committee, hereinafter referred to as the “Jury”, comprised of internationally renowned artists.

2. The Jury is the only body which chooses the laureates of the Competition and shall do it solely on the basis of applications submitted by Participants on the ICPC Platform.

3. All decisions taken by the Jury shall be final and irrevocable.

4. None of the jury members shall be teachers or relatives of the qualified Participants.

PRIZES

1. ALL PARTICIPANTS, regardless of the results, shall receive:
   a) written feedback on their performance from all members of the jury (in PDF files). PDF files with feedback given to each participant by the jury members are strictly confidential and for personal use only. Feedback is not allowed to be used for any distribution purposes;
   b) an opportunity to speak via Skype with the jury member of the Participant’s choice (after the results of the Competition are announced);
   c) free scores referred to in Section III clause 2.1 iii - hard copies of up to 10 of Julian Cochran’s chosen works which shall be sent to the Participant’s mailing address via post after completing the application process.

2. LAUREATES: up to four Participants with the highest scores, shall receive:
   a) a fully funded Residency in Warsaw taking place between 18-25 October 2019 (with full board accommodation and travel expenses covered by the Organizer), which shall include concert opportunities, mentoring sessions and workshops, photo and recording sessions as well as a closing award ceremony in Warsaw;
   b) three sessions (one hour each) with a practitioner specialized in musicians’ physical and mental preparation;
   c) Laureates shall be entitled to the title of the “Lauréate of the International Cochran Piano Competition 2019”.

3. THE WINNER - Participant with the highest total score, shall receive:
   a) Yamaha Grand Piano GB1 as the Main Prize of the Competition;
   b) ten sessions (one hour each) with a practitioner specialized in musicians’ physical and mental preparation. Sessions shall be conducted online;
   c) Monaco Masterclass Trip -- individual masterclasses with Julian Cochran in Monaco (costs of travel, accommodation, meals, local transportation, visa and insurance shall be covered by the Organizer);
   d) professional studio recording sessions along with the publication of the recorded audio material. The details of aforementioned sessions shall be arranged individually with the Winner.
4. The Organizer reserves the right to award additional prizes, including: SPECIAL PRIZE for the best interpretation of Julian Cochran’s works – piano bench funded by Hidrau Model.

5. The prizes listed in this Section shall constitute the entire remuneration for the participation of the Competition.

ORGANIZER’S RESPONSIBILITIES

1. The Organizer of the Competition shall be responsible for holding the Competition, in particular for implementing the content of these Terms and Conditions, awarding the prizes referred to in Section VI and examining any complaints.

2. The Organizer shall not be responsible for failure of Participants to observe the provisions hereof. The Organizer also reserves the right to pursue claims on account of any damages incurred by the Organizer with regard to the failure of a given Participant to meet the conditions specified herein.

PARTICIPANT’S RESPONSIBILITIES

1. Upon submission of a complete Competition application on the ICPC Platform, each Participant declares that:
   a) they have read these Terms and Conditions and agree to the provisions hereof by clicking on the consent box at the ICPC Platform;
   b) they agree to have their personal data processed for the purposes related to the Competition, by clicking on the appropriate consent box at the ICPC Platform;
   c) they agree to the use of the Participant’s image as specified in Section IX hereof;
   d) if the Participant is awarded any among the prizes listed in Section VI, the Participant agrees to have their Jury score published;
   e) they agree to the publication of their recordings following the announcement of the Competition results, solely if they have been awarded any of the prizes listed in Section VI, by means of the publication of such information on the Competition Website;
   f) if the Participant is granted the status of the “Laureate” specified in Section VI clause 3, the Participant shall participate in the Julian Cochran Residency Award, i.e. an artistic residency in Warsaw on 18-25 October 2019 referred to in Section VI clause 2. In order to be admitted to the Competition, acceptance of all the conditions listed above by the Participant is obligatory.

COPYRIGHT AND RIGHT OF USE

1. The Participant represents that they are the author of the recordings submitted for the Competition, and as such they are fully entitled to dispose of the material and moral copyright with respect to the recordings. The Participant also represents that they shall be fully responsible for breaches of any rights caused by the use of the recordings by the Organizer, in particular third party copyright.

2. Should any third party file a claim against the Organizer with regard to the above, the Participant shall fully indemnify the Organizer against all responsibility related to the above and reimburse the Organizer for all costs incurred with respect to such claims, including the costs of compensation awarded by means of a final and binding verdict or settlement, as well as the costs of legal representation.
3. The breach by the Participant of the provision of Clause 1 above shall be deemed a material breach of these Terms and Conditions and shall result in the disqualification of the Participant from the Competition.

4. By registering for the Competition and submitting the recordings to the Organizer, the Participant grants the Organizer their irrevocable, non-exclusive permission, binding in perpetuity and worldwide and without quantitative restrictions, to use the copyright and related rights to the recordings submitted by the Participant, for the purposes of promoting the Competition online.

5. The Participant grants the Organizer the permission to execute derivative copyright to the performance as provided for in the Copyright and Related Rights Act of February 4, 1994, in particular to dispose of and use the arrangement and adaptation of the awarded performance in the same fields of use as specified above, and transfers onto the Organizer the right to permit other parties to execute such derivative copyright.

6. The Participants awarded with the prize specified in Section VI Clause 2 shall enable the Organizer to record their artistic performances during their Warsaw residency in audiovisual formats, and shall transfer onto the Organizer any material copyright to these performances.

7. The Participants awarded with the prize specified in Section VI Clause 2 shall enable the Organizer to record their image, sound bites and interviews given during their Warsaw residency in audiovisual formats, and shall transfer onto the Organizer any material copyright to such sound bites and interviews, while also allowing the Organizer to disseminate their image as recorded during their participation in the Warsaw residency. The Organizer has the right to use the artistic performances, interviews, sound bites and images in whole or in part, including their adaptations, abridgments, and editing as well as translations. The Organizer shall use the aforementioned in a fashion that shall not damage the Participant’s reputation; the participant shall also agree to the captioning of the artistic performances, sound bites, interviews and images specified above with their name and surname.

FINAL PROVISIONS

1. These Rules and Regulations of the Competition are available on the Competition website www.cochranpianocompetition.com and the ICPC Platform.

2. The provisions of these Terms and Conditions shall be subject to the Polish law. To all matters not regulated herein the provisions of the Civil Code, Copyright and Related Rights Act shall apply.

3. Any possible legal disputes shall be settled by a Polish court of law which has jurisdiction over the registered office of the Organizer.

4. The Organizer reserves the right to change these Terms and Regulations throughout the duration of the Competition. Any changes hereto shall be promptly publicized on the Organizer’s website indicated in clause 1 of this Section. 5. The Organizer is entitled to change the dates of the Competition, as well as to interrupt or suspend the Competition due to unforeseeable and unpreventable reasons outside of the Organizer’s control (force majeure). 6. Should the Winner of the Competition fail to meet the conditions provisioned herein, they shall lose their right to the prize, in which case the Organizer shall not be obliged to award such prize to other Participants. 7. The Competition shall not be subject to the provisions of the Games and Mutual Wagering Act of November 19, 2009 (Journal of Laws of 2009, no. 201, item 1540 as amended).