## Annex 2

to the Rules of the Competition entitled: "Dinosaurs. Still alive?" (hereinafter: "Competition")

## **Extent of transferred rights**

- 1. Participants declare that they are entitled to unlimited economic and moral copyrights to the works which are the subject of this Competition (hereinafter: "Works") together with the right to exercise subsidiary rights within the meaning of Article 2 of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2025, item 24) (hereinafter: "Act"
- 2. Participants declare that the Works and their carriers are free from legal and physical defects, including that they do not infringe the personal rights and copyrights of third parties, and further declare that the rights to the Works are not restricted in any way within the scope of these Rules.
- 3. Upon the transfer of the Works to the Organiser, the Participants transfer to the Organiser irrevocably and without any additional conditions all of the author's economic rights to the Works, to the extent specified below, and grant the Organiser irrevocable permission to create, use and dispose of all dependent works within the meaning of Article 2 of the Act (compilations) of the Works in all of the fields of exploitation specified, with this permission applying to both the Organiser and third parties (i.e. the Organiser has the right to grant it to any third party or to transfer this right to them in all or some of the fields of exploitation with the right to grant further authorisations).
- 4. With regard to the provision of paragraph 3 above, the Organiser acquires the right to make changes to the Works and to any modifications thereof at its own discretion, in particular to translate, rework, adapt, combine the Works or a part of them with other works, make abridgements and changes to the work and other works constituting the subject of a separate copyright, as well as to use and dispose of the adaptations and compilations made in this way and to grant any further authorisations in this respect.
- 5. The Participant shall transfer to the Organiser, under the terms and conditions and within the time frame specified in paragraph 3, without territorial or temporal restrictions, all copyrights to the Works as a whole, as well as to its individual parts, as a result of which the Organiser acquires the exclusive right to use the Works in the fields of exploitation known at the time of this transfer, in the fields of exploitation specified in Article 50 of the Act and in the following areas:
- 1) recording of the Works on all media;
- 2) permanent or temporary fixation or reproduction of the Works, in whole or in part, by any means, by any technique and in any form, regardless of format, system or standard, including the introduction into computer memory and the permanent or temporary fixation or reproduction of such records and the production of specimens of the Works, including the making of copies and the free use and disposal of such specimens and copies;
- 3) marketing and distribution of the original or copies and making the original or copies available to other institutions and third parties within the framework of the Organiser's needs, including lending, leasing of the original or copies;
- 4) disposal of the Works and their compilations and making them available for use, including licensing them to third parties, in all the fields of exploitation listed herein;
- 5) dissemination of the Works in a manner other than that specified in clause 3 public performance, exhibition, display, reproduction and broadcasting and re-broadcasting, as well as making the

work available to the public in such a way that everyone can access it from a place and at a time of their own choosing;

- 6) use in all media;
- 7) creating new versions and adaptations (translation, adjustment, rearrangement or any other changes), allowing others to create compilations and alterations of the Works and disposal and use of such compilations in all fields of exploitation specified in this agreement;
- 8) the free use and exploitation of the Works and individual elements for any purpose, including advertising, promotion, use as a distinctive sign, business designation or filing as a trademark or other industrial property right.
- 6. The Participant grants the Organiser the irrevocable authorisation, unlimited in time and place, to exercise on their behalf or on the behalf of other authors (in case of the involvement of subcontractors) the moral rights in the Works, together with the right to grant further authorisations in this respect to third parties to whom it will transfer the economic copyrights or grant a licence, to the extent of:
- 1) deciding on the integrity of the Works (content and form);
- 2) deciding on the supervision of the use of the Works.
- 3) deciding on the first communication of the work to the public;
- 4) labelling the Works with the author's data or making them available anonymously.
- 7. At the same time, the Participant undertakes to refrain from exercising their moral rights in the Works against the Organiser and against third parties to whom the rights will be transferred or granted, and undertakes to obtain identical obligations from other creators of these Works (if any, e.g. the Participant's subcontractors), allowing for the effective execution of the obligation and authorisation granted in the preceding paragraph.
- 8. The Parties expressly declare that the purpose of the provisions of this Annex and their intention is for the Organiser to acquire the intellectual property rights arising from the performance of the Participant's obligations under the Competition Rules, to the fullest extent possible, in particular the acquisition of all copyrights. For these reasons, should a need arise on the part of the Organiser to acquire other exclusive rights to the Works or in other fields of exploitation than those specified above, the Organiser will notify the Participant of such a need and the Parties will conclude an agreement within 14 days transferring these rights or economic copyrights in additional fields of exploitation to the Organiser on terms and conditions as specified in this Annex, in particular within the provisions of the Competition Rules. The Organiser may be replaced by its designated successors or transferees.
- 9. The Participant shall ensure that if any claims are made against the Organiser for infringement of personal rights or copyright in connection with the use of the Works, the Participant undertakes to satisfy these third-party claims in full, including the payment of any court costs, to intervene in the proceedings as an intervener and to release the Organiser from any duty to perform in this respect, insofar as this is permitted by law.
- 10. As soon as the Works are handed over to the Organiser, the Participant transfers to the Organiser the ownership of the copies (tangible media) on which the Works are recorded.
- 11. The rights acquired are unlimited in time and participation in the Competition exhausts all claims by the Participant in connection with the transfer to the Organiser of the author's economic rights in

every field of exploitation and the granting of consents, permissions, including for the exercise of derivative rights to the Works.

- 12. In cases where the Works infringe the rights of third parties, in particular copyright or other intellectual property rights, the Participant, upon being notified by the Organiser of this fact, is obliged to take all measures at their own expense which will result in the removal of the infringements in this respect, and furthermore to cover all damages, including lost profits incurred by the Organiser as a result of these infringements.
- 13. For the avoidance of doubt, the Organiser shall have the exclusive right to the first release of the Works.
- 14. The Organiser is not obliged to distribute the Works.