CULTURES D'AVENIR - OPEN CALL FOR ENTRIES - GENERAL CONDITIONS

The present general conditions of participation define the conditions under which young artists between 18 and 30 years of age at the beginning of the project and residing in France (including the overseas territory), Germany or Catalonia (Spain) (hereinafter individually referred to as "Participant") may participate in the Cultures d'avenir Open Call (hereinafter the "Open Call") open from October 25, 2022 (at 12:00 CET) to November 15, 2022 (at 23:59 CET).

The Open Call is organised jointly by the Franco-German Youth Office (FGYO), an independent international organisation, 51 rue de l'Amiral Mouchez, 75013, Paris; Centre national d'art et de culture Georges Pompidou; Haus der Kulturen der Welt; and Centre de Cultura Contemporània de Barcelona (hereinafter the "Organising Institutions").

Participation in the Open Call is subjected to the present general conditions of participation (hereinafter the "General Conditions of Participation") which the Participant expressly accepts when registering.

These general conditions of participation thus constitute a contract between the Participant and the Organising Institutions.

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ARTICLE 1 - DEFINITIONS

In these general conditions of participation, the following terms have, unless otherwise specified, the meaning given to them in this article:

Participant: Refers to any young visual artist between 18 and 30 years of age at the beginning of the project (January 2023) and residing in France, Germany or Catalonia (Spain), who has fulfilled all the formalities specified in the General Conditions of Participation, in order to participate in the Open Call.

Content: Refers to all the elements presented by the Participant in support of his/her/their application in the documents provided for the Open call.

ARTICLE 2 - PURPOSE

The purpose of these general conditions of participation is to define the conditions of participation in Cultures d'avenir as well as the criteria for assessing the applicant's eligibility for the Open Call.

ARTICLE 3 - ACCESS TO THE OPEN CALL

3.1 Technical requirements

To be able to access the Open Call, the Participant must have the free use of a computer, internet access and an email address.

3.2 Documentation format

Documents must be sent in a pdf format.

The total weight of the documents sent must not exceed 5 MB.

3.3 Language of the documents

All documents provided for the Open Call must be written in English.

3.4 Registration for the Open call

In order to participate in the Open Call, the Participant must fill in all of the information specified in the application form as set out below in Article 4.1

3.5. Truthfulness of the information provided

The Participant undertakes to ensure that the information provided in the application form is accurate and updated as requested.

ARTICLE 4 - SUBMISSION OF APPLICATIONS

4.1 Application file

To take part in the Open Call, the Participant must send the documents listed below at once to the following email address:

- Participants residing in France: <u>culturesdavenir@centrepompidou.fr</u>
- Participants residing in Germany: <u>culturesdavenir@hkw.de</u>
- Participants residing in Catalonia: culturesdavenir@cccb.org

Requested documents:

- Application form
- CV
- Description of one to three previous or ongoing projects (600 words max.), preferably connected to community art and collective practices.
- Letter of motivation (400 words max.)
- Image, AV files (Optional)
- Website, links to work (Optional)

Any incomplete file will be refused.

Once the application file is submitted, the Participant will receive, on the email address given in the application file, an acknowledgement of receipt which is proof of registration.

Applications must be submitted between October 25, 2022 at 12:00 and November 15, 2022 at 23:59 CET. All elements must be sent in a single submission not exceeding 5 MB.

Each Participant is authorised to submit a maximum of one application. If a Participant sends several applications or Projects included in the same application, they will all be refused and not considered.

Applications are individual.

- 4.2 Selection of Participants
- 4.2.1 The Organising Institutions are looking for young artists working within the context of collaborative environments and communities.

The selection criteria for the applications will be based on:

- Prior experience working with communities
- Prior experience working within collectives
- Strong letter of motivation

The Jury will evaluate the applications submitted by the Participants according to these criteria.

The reviewing process will consist of:

- First phase: A team of experts and representatives from Centre Pompidou, HKW and CCCB will evaluate all the applications anonymously. A selection of 24 Participants (8 for each geographical location) will continue to the second phase.

Communication of the results of the first phase of evaluation will be made between November 21-23. Additional documentation shall be requested to the Participants selected for the interview.

Second phase: A personal interview.
Personal interviews will be carried November 23-24.

The results of the final selection will be communicated by email to the selected Participants on November 28, 2022.

4.2.2 Selected Participants will be required to attend 3 to 4 day workshops in Berlin (February 11-15, 2023), Barcelona (April 25-29, 2023) and Paris (June 20-24, 2023). The attendance of each selected Participant is mandatory.

The Participant's travel expenses (transportation, lodging, meals) will be covered by the Organising Institutions, which will communicate all related details to each Participant at the appropriate time. Any other possible expenses as well as any personal expenses incurred by a Participant during Cultures d'avenir shall remain the sole responsibility of the Participant and may not be reimbursed in any form whatsoever by the Organising Institutions.

4.3 Responsibility of the Organising Institutions

The Organising Institutions guarantee the confidentiality of the information received and that no one will have access to the files transferred and to the information provided at the time of registration, other than the Organising Institutions' operational teams, the members of the Jury and the persons responsible for the technical maintenance of the site.

The Organising Institutions shall not be held liable for any consequences resulting from access by a third party to the information and Content of a Participant in the context of the Open call.

ARTICLE 5 - COMMUNICATION, PRESS, DISTRIBUTION OF INFORMATION

The Participants in Cultures d'avenir authorise the Organising Institutions to publicise the project and its results without compensation of any kind and in particular: The right to use their name and image for communication purposes in all forms and media, including composite or modified representations, and waive the right to inspect or approve versions of your image used for publication or the written copy that may be used in connection with the images.

ARTICLE 6 - DURATION

Registration for the Open Call takes effect upon confirmation of the online registration and ends when the Participant receives a negative response to the selection process.

ARTICLE 7 - FEES

Registration to the Competition is free of charge (excluding Internet connection costs).

ARTICLE 8 - CHANGES TO THE GENERAL CONDITIONS OF PARTICIPATION

The Organising Institutions reserve the right to modify all or part of the General Conditions of Participation in the event of force majeure or events beyond their control, without their liability being incurred or any compensation being claimed from them as a result. In the event of a modification, it will be communicated through social media and /or on the website of the Organising Institutions. Any Participant refusing the modification(s) to be made must cease to participate in the Open call and withdraw his/her/their application.

ARTICLE 9 - TERMINATION OF PARTICIPATION AND END OF THE OPEN CALL

- 9.1 The Organising Institutions reserve the right, at any time and without prior notice or obligation to justify their decision, to shorten, extend, postpone or cancel the Open Call in the event of force majeure or events beyond their control, without their liability being incurred or any compensation being claimed from them as a result. In the event of a definitive termination of the Open Call, the Participant will be notified through social media and/or on the Organising Institutions website.
- 9.2 Only entries that comply with all of the stipulations of these general terms and conditions of participation in the Open Call shall be accepted. In this regard, the Organising Institutions reserve the right to make any and all verifications that they deem useful with respect to the identity, age and contact information of each Participant. Any information provided by a Participant as part of his/her/their application file that is incomplete, erroneous, falsified or that does not make it possible to identify or locate this Participant shall result in the cancellation of his/her/their participation in the Open call.
- 9.3 The Participant may terminate his/her/their participation in the Open Call at any time by sending an e-mail to the same address as the registration:
 - Participants residing in France: <u>culturesdavenir@centrepompidou.fr</u>
 - Participants residing in Germany: <u>culturesdavenir@hkw.de</u>
 - Participants residing in Catalonia: <u>culturesdavenir@cccb.org</u>

Termination of participation will result in the deletion of the documents of the application file. It is then up to the Participant, under his/her/their exclusive responsibility, to proceed to the backup of the documentation on a device or service belonging to him/her/them.

ARTICLE 10 - PERSONAL DATA

10.1 The Participant is solely responsible for the data that he/she/they communicates through the Open call and declares that the data provided is perfectly filled in and accurate. The data collected in the context of the Open Call shall be processed and used by the Organising Institutions in the context of the implementation of the Open Call and to send the Participant information emails.

In accordance with the European Data Protection Regulation, applicable as of May 25th, 2018, the Participant may at any time access the personal information concerning him/her/them and held by the Organising Institutions, and request its modification or deletion, by sending an e-mail to the same address as the registration, providing proof of his/her/their identity.

10.2 The data concerning the Participant and his/her/their participation in the Open Call are kept and archived confidentially by the Organising Institutions in accordance with the applicable legal provisions. The Organising Institutions may be required to communicate information relating to the Participant in the context of legal requests or court orders.

ARTICLE 11 - PROOF AGREEMENT

The Organising Institutions have put in place the technical means necessary to demonstrate the participation or non-participation in the Open Call of any person. It is therefore agreed that, except in the case of an obvious error, the data contained in the information systems of the Organising Institutions shall have evidential

value with respect to the connection elements and the information of a computer processing relating to the Open Call.

Thus, except in the event of an obvious error, the Organising Institutions may rely, in particular for purposes of proof of any act, fact or omission, on the programs, data, files, recordings, operations and other elements (such as follow-up reports or other statements) of a computerised or electronic nature or format, established, received or stored directly or indirectly by the Organising Institutions, in particular in their information systems.

Participants agree not to contest the admissibility, validity or probative value of the aforementioned elements of a computerised or electronic nature or format or medium, on the basis of any legal provision whatsoever that specifies that certain documents must be in writing or signed by the parties in order to constitute proof. Thus, the elements considered constitute proof and, if they are produced as means of proof by the Organising Institutions in any litigation or other proceedings, they shall be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force as any document that would be established, received or kept in writing.

ARTICLE 12 - MISCELLANEOUS - APPLICABLE LAW

If one or more of the stipulations of the present General Conditions of Participation are null and void or declared as such in application of a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will retain all their force and scope.

The stipulations declared null and void will then be replaced by stipulations that are as close as possible in content to the stipulations initially agreed upon.

The parties shall not be held responsible, or considered to have failed to comply with these General Conditions of Participation, for any delay or non-performance, when the cause of the delay or non-performance is related to a case of force majeure as defined by the existing law in the territory the application has been registered in.

Any claim or dispute relating to the Open call must be sent in writing to the same address used in the registration, providing proof of his/her/their identity.

Participants unreservedly admit that the simple fact of participating in the Open Call obligatorily subjects them to the existing law in the territory the application has been registered in, in particular for any dispute that may arise as a result of the Open Call or that may be directly or indirectly related to it, without prejudice to any conflict of laws rules that may exist. Any dispute arising in connection with the Open Call shall be subject to an attempt at amicable settlement between the Organising Institutions and the Participant. If no agreement is reached, the dispute shall be submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure.