

CONTEST TERMS AND CONDITIONS Danube Delta: The Swamp Gallery 2025

1. THE CONTEST AND ORGANIZERS

- 1.1. The contest subject to these regulations aims to create three landscape art installations, which will be designed and placed along the ecotourism water route "Delta lui Ivan," connecting Tulcea to Mila 23.
- 1.2. The organizer of the contest is the Ivan Patzaichin – Mila 23 Association, through the Ivan Patzaichin Museum – Community Innovation Center (hereinafter referred to as "**the Organizers**").
- 1.3. The Organizers receive financial support for the contest prizes from the National Cultural Fund Administration (AFCN), in alignment with the contest's objectives and those of the AFCN.

2. CONTEST RULES

- 2.1. The contest shall be conducted in accordance with these Regulations (hereinafter referred to as the "Regulations"). The Regulations constitute this document, including any amendments made thereto, and are unconditionally binding for all participants.
- 2.2. The Regulations are published on the website: <https://muzeu.ivanpatzaichin.ro/>, on the contest's dedicated page.

3. CONTEST ENTRY REQUIREMENTS

- 3.1. Any person may participate in the contest under the following conditions (the "**Participant**"):
 - a) Has reached the age of 18 by the latest on the date of contest registration;
 - b) Is not an employee and/or collaborator of the Organizers, nor a spouse or first-degree relative thereof;
 - c) Holds a valid identification document, which must be presented for identification, validation, and prize awarding purposes;
 - d) Has registered for the Contest by properly completing all required materials stated in the contest brief and submitting them to contact@muzeu.ivanpatzaichin.ro, in compliance with the requirements set forth in these Regulations.
- 3.2. Contest registration and participation are free of charge.

4. REGISTRATION AND PARTICIPATION IN THE CONTEST; CONDITIONS AND SPECIFICATIONS REGARDING THE OBJECT OF THE CONTEST

- 4.1. Teams of two experts from complementary fields relevant to the project (visual artists, architects, designers, landscape architects, ASOP members, OAR members, etc.) may participate in the contest. A team may participate by preparing two design proposals for two of the selected sites along the "Delta lui Ivan" ecotourism route, in accordance with the indications provided in the brief and contest regulations.
- 4.2. The proposals selected by the jury members will be implemented by the winners with the support of the organizers and installed at the designated sites. Accordingly, participants must consider that, after the announcement of the selected proposals, the winners will take part in a creative residency at the Ivan Patzaichin Museum – Community Innovation Center in Mila 23, Danube Delta.
- 4.3. Submitted proposals must belong exclusively to the Participants who submit them to the Organizers and must be entirely created by them as the sole authors.
- 4.4. To enter the contest, Participants must submit their application dossier to the Organizers at contact@muzeu.ivanpatzaichin.ro. The application dossier must include:
 - CVs of both team members
 - Personal portfolios (max. 2 A4 pages)
 - Concept proposal for two placements (max. 4 A4 pages), including:
 - Explanatory texts
 - Drawings and sketches

– Estimated budget

– Implementation plan and organization

All materials must be submitted in accordance with the requirements to be considered.

4.5. Conditions to be met - Creative Directions:

- The works must be created through collaboration between professionals with complementary expertise.
- The materials used for the installations must be local, extra-site, biodegradable, or removable. The project must have a clear sustainability and maintenance strategy. Concepts using natural, biodegradable materials are encouraged. Only ecological paints with natural pigments may be used.
- The installations must be non-invasive, harmoniously integrating into the landscape. Each piece should contribute to the ecosystem, coexisting peacefully with nature until it is organically reintegrated into the delta landscape, potentially taking the form of architectural structures.
- The installations must serve as markers, visible from the water, indicating rest stops for visitors.

4.6. Selected Participants will receive the following benefits:

- A compensation fee for the creative concept developed (six prizes awarded to members of the three winning teams, each valued at 7,800 lei gross per winner).
- An implementation budget of approximately 25,000 lei per installation.
- Water transportation within Tulcea County, along the Danube Delta channels, for documentation and installation purposes (National/international transport from the applicant's residence to Tulcea is not covered by the organizers).
- Bed & breakfast accommodation in Mila 23.
- Access to the museum spaces and logistical support during the residency.
- Local materials and assistance for the installation's execution, in accordance with sustainability principles.
- Visibility through the cultural project's communication campaign.

5. COMPETITION CALENDAR

5.1. Registration for the competition can be done from the moment the Competition is launched until March 17, 2025, 23:59, Romanian time.

5.2. Judging: March 18 – 19, 2025.

5.3. Announcement of the winners: March 19, 2025.

5.4. Creative residency: March 25 - 29, 2025.

5.5. Landscaping: April, 7-20, 2025.

5.6 Creation of an exhibition that will contain the selected winning proposals and organization of the opening – April – May 2025.

6. EVALUATION CRITERIA; JUDGES

6.1. The competition will have two evaluation stages:

The first stage ("administrative evaluation") in which the entries will be analyzed in terms of administrative conditions (submitted documents, compliance of the proposals with the creative directions and technical requirements). Only the entries that meet the administrative conditions stated in this Regulation will advance to the second evaluation stage.

In the second stage, the Jury appointed by the organizers will analyze the works and conduct a qualitative evaluation based on the following criteria, each with a maximum score of 20 points:

1. Feasibility (20p)
2. Relevance (20p)
3. Aesthetic/Innovative (20p)
4. Sustainability/Ecological impact (20p)
5. Cost Efficiency (20p)

6.2. The judging criteria are:

1. FEASIBILITY criterion – max. 20 points

The technical and practical viability of the proposal will be assessed and scored:

- The feasibility of actually implementing the proposed solution – max. 10p
- The solution's ability to be replicated, considering the efficiency of production, transportation, and assembly – max. 5p
- The quality of technical execution and the feasibility of details in relation to the proposed form and structure – max. 5p

2. RELEVANCE criterion for the theme of sustainability – max. 20 points

The extent to which the project reflects and promotes sustainability principles will be analyzed and scored:

- Clarity in understanding the theme and the solution's ability to convey the project's messages – max. 10p
- Use of relevant images, concepts, and examples to support the idea – max. 10p

3. AESTHETIC / INNOVATIVE criterion – max. 20 points

The aesthetic value and innovative character brought by the solution will be evaluated and scored:

- Originality and creativity of the proposal, in relation to the brief requirements – max. 10p
- Aesthetic quality of the materials, finishes, and the way the installation interacts visually with the landscape – max. 5p
- The installation's ability to generate interaction with the public – max. 5p

4. SUSTAINABILITY and ECOLOGICAL IMPACT criterion – max. 20 points

The environmental impact and integration into the ecosystem will be evaluated and scored:

- Integration of the installation into the landscape and its functionality – max. 5p
- Low maintenance and upkeep requirements – max. 5p
- The low impact of the materials used on the environment – max. 10p

5. EFFICIENCY criterion – max. 20 points

The cost-benefit ratio of the proposal will be analyzed and scored:

- Justification of the budget in relation to the proposed solution – max. 10p
- Optimization of material and financial resources – max. 10p

The Jury will award scores from 1 to 20 for each of the Judging Criteria, in accordance with the subcategories defined for each, and all scores will be summed up, with the maximum possible score being 100 points.

6.3. The Jury is composed of experts from the organizing entity, as well as specialists in design, architecture, art, and landscape architecture, namely: Nicolas Triboi, Teodor Frolu, Gyárfás Oláh.

7. PRIZES

7.1. A total of six prizes will be awarded in the Competition. Each prize has a gross value of 7,800 lei.

7.2. The six prizes will be awarded to the members of the three teams selected by the jury.

7.3. The prizes will be granted to the Winners after the deduction of taxes, levies, and contributions that must be withheld at the source in accordance with the applicable legal regulations. The Winners agree to the determination of the tax as a final tax. Therefore, at the time of Prize payment, the Organizers will withhold from the gross amount the applicable tax rate as required by the legal regulations in force at that time. The withheld tax will be transferred by the Organizers to the state budget in accordance with the applicable legal regulations. Apart from the Prize, the Winners will have no other financial claims against the Organizers.

7.4. At the same time, the Winner is required to present a document issued by a bank (e.g., account statement, letter, etc.) proving that they are the holder of the account where the Prize will be paid, along with the necessary payment details.

7.5. The Organizers reserve the right to modify the prizes.

8. DESIGNATION OF WINNERS AND AWARDING OF PRIZES

8.1. The participating teams whose entries have obtained the three highest scores will be designated as Winners by the Jury.

8.2. If, for any reason, the Prize cannot be awarded to one of the initially or subsequently designated Winning teams, the Jury may designate as Winner the Participating team whose proposal obtained the next highest score after the previously designated Winners.

8.3. The Winners will be notified of winning the Prize by email or telephone, according to the data transmitted by the Participants to the Organizers.

8.4. The Organizers may make public the names and surnames of the Winners and the Prizes awarded on any communication channels and within an exhibition in the Danube Delta that they will create and publicly exhibit.

8.5. The awarding and delivery of the Prize will be made on the basis of a valid identity document presented by the Winning Participants and under the condition of their signing the documents related to the awarding and/or delivery of the Prizes. Otherwise, the Organizers have the right to no longer award the Prize to the Winning Participant who does not comply with this obligation, the Organizers being exempted from any liability in this case.

9. ASSIGNMENT OF RIGHTS REGARDING THE PROPOSALS OF THE WINNING PARTICIPANTS

9.1. By entering the Competition, each Participant declares and confirms that, upon being declared a Winner, they irrevocably, explicitly, unequivocally, unconditionally, and perpetually assign to the Organizer all patrimonial rights and benefits related to the submitted proposal—whether present or future—to the maximum extent permitted by applicable legal regulations. The Organizer shall have the right to use and exploit them as deemed appropriate, according to its needs, worldwide. For the avoidance of doubt, it is agreed that this assignment is exclusive, is not territorially limited (it is unlimited in terms of territory), is made for an indefinite and unlimited duration, and is final and complete.

9.2. By entering the Competition, the members of each Participating team declare and confirm that:

- i) They are and will be the sole authors of the work, that it has been created individually and exclusively by the Participants, directly and personally;
- ii) The work is an original creation and does not in any way infringe upon the rights of any third party;
- iii) The Participating team legally holds all rights to the work and may assign them under the conditions specified in this Regulation;
- iv) The Organizers shall have the exclusive right to freely decide by whom, how, and when the rights related to the work will be used and/or exploited, the exclusive right to transform and/or modify the work or any part thereof, as well as to create derivative works, the exclusive right to determine the name under which any of these will be made public, and the exclusive right to establish how the proposal will be presented within other creations.

10. STATEMENTS AND GUARANTEES

10.1. By entering the Competition, each Participant declares that they have read and understood the Regulations and that they undertake to fully and properly comply with these Regulations.

10.2. By entering the Competition, each Participant agrees that the Organizers may publish information about the Competition and the submitted proposal on any communication channels, including after the Competition has ended, without any payment or additional obligations from the Organizers.

10.3. By entering the Competition, each Participant declares that the proposal does not contain any third-party rights.

11. RESPONSIBILITIES AND LIABILITY

11.1. By entering the Contest, each Participant irrevocably, explicitly, unequivocally, and unconditionally agrees to defend and indemnify the Organizers against any claims, complaints, and/or legal actions arising from the infringement of intellectual property rights (patents, names, registered trademarks, etc.) or other protected rights related to the proposal submitted for the Contest.

11.2. The Organizers bear no responsibility if the Winner cannot be contacted via the contact details provided at registration and/or if the Winner fails to follow the necessary procedure for receiving the Prize. In such cases, the Organizers have the right to withhold the Prize without justification and without any compensation for the Winner.

11.3. The Organizers are not responsible for incorrect data provided by Participants.

11.4. The Organizers are not obliged to correspond with Participants.

11.5. The Organizers are not responsible if Participants fail to acknowledge in a timely manner any changes to the Regulations and/or Contest.

12. RIGHTS

12.1. By entering the Competition, each Participant confirms that they irrevocably, explicitly, unequivocally, unconditionally, and perpetually assign to the Organizer all rights related to the use of their name and surname and/or any materials and/or texts related to the Competition and/or the materials used for their entry into the Competition, without any payment or additional obligations from the Organizers.

12.2. Participants have the right to contribute to the realization of the installations and the exhibition showcasing the winning concepts and other relevant proposals selected by the Organizers.

12.3. Participants whose proposals are featured in the exhibition will have their names credited as the authors of the respective proposals.

12.4. Participants have the right to publicly promote their authorship of the concept through social media, press releases, or other public platforms.

13. PERSONAL DATA

13.1. By entering the Competition, each Participant agrees that their personal data, as well as any other data provided to the Organizers in connection with the registration for the Competition and/or for the purposes of identification, validation, granting, and handing over of the Prize and/or on any other occasion related to the Competition and/or the Prize, may: (i) be included in the Organizer's database; (ii) be processed by the Organizers in connection with the Regulations and the Competition for the purpose of organizing and conducting the Competition; (iii) be processed by the Organizers for the promotion of the Project and/or the Organizer's activities and/or other related promotional actions ("advertising, marketing, and publicity") on any communication channels; (iv) be processed by the Organizers for the identification, validation, procurement, granting, and handing over of the Prize; (v) be processed by the Organizers to fulfill obligations imposed by applicable legal regulations (e.g., payment of the Prize-related tax); (vi) be processed by the Organizers for the purpose of concluding and executing the assignment contract regarding the transfer of rights over the winning proposals.

13.2. Participants' personal data is protected in accordance with the applicable legislation on confidentiality and data security.

13.3. The names and surnames of the Winners will be made public.

13.4. Providing all requested data is mandatory. If the requested data is not provided in full, the Participant will not be able to enter the Competition and/or the Prize cannot be awarded to the Winner, as applicable.

13.5. By entering the Competition, each Participant expressly consents to the processing of their personal data and agrees to the Regulations and the processing of personal data in accordance with the Regulations.

14. MISCELLANEOUS CLAUSES

14.1. If any of the Participants and/or proposals do not fully and properly comply with any of the terms and conditions of these Regulations, the respective Participant may be excluded from the Competition.

14.2. If any of the Participants who could be designated as a Winner and/or their entry does not comply with the terms and conditions of these Regulations, the respective Participant may no longer be designated as a Winner.

14.3. If the Winner and/or their entry does not comply with the terms and conditions of these Regulations and/or the information and/or data provided by the Winner are not complete, correct and true, the Organizers have the right to no longer award the Prize to the respective Winner.

15. TAXES

To the extent required by the applicable legal regulations, the Organizers will calculate, withhold, and remit to the state budget the tax on the prize income, in accordance with the applicable tax regulations in force in Romania. The amount representing the tax is the responsibility of the Organizers

16. DISPUTES AND APPLICABLE LAW

16.1. Any dispute between the Organizers and any of the Participants and/or the Winner will be resolved amicably; otherwise, the disputes will be settled by the competent Romanian courts in Bucharest, excluding the possibility of referring to conflicts of laws.

16.2. The Regulations will be interpreted and governed by Romanian law, which is the applicable law in the event of any dispute arising in connection with these Regulations, excluding the possibility of referring to conflicts of laws.

17. INFORMATION

17.1 If, during the Competition, Participants wish to find out more details about the Competition, the cultural project, as well as for any suggestions and/or complaints, they can contact the Organizers at the e-mail address contact@muzeu.ivanpatzaichin.ro and/or office@rowmania.ro.

18. FINAL CLAUSES

18.1. The Organizers reserve the right to modify the Regulations and/or the Competition and/or the rights to suspend, terminate, extend, or change the Competition in whole or in part, without requiring the Participants' consent and without any right to compensation for them. This provision refers to measures such as, but not limited to: provisions regulating the manner in which the Competition is conducted, the conditions for participation in the Competition, the start date and the end date of registrations; any of these will come into effect starting from the date they are posted on the website mentioned in Article 2.2.