

## FULL TERMS AND CONDITIONS 2023

- I. The International Cochran Piano Competition 2023 (hereinafter referred to as the „Competition”), organized by the Julian Cochran Foundation, with its registered seat in 63 Koszykowa Street/H 02.130, 00-667 Warsaw, Hala Koszyki, NIP: 525-26-46-365 Warsaw (hereinafter referred to as the “Organizer”), will be held between September 5, 2022, and June 30, 2023. 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.

### II. ELIGIBILITY

1. 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 5 September 2022.
2. There is no upper age limit for Candidates to enter the Competition.
3. The Winners and the Laureates of past 3 editions of the Competition are not allowed to participate in the Competition for the second time.

### III. 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 2022:

- 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 75;
- c. Selection of up to ten Julian Cochran scores out of which the Participant shall choose the program performed during the Competition.
- d. The Participant shall make a choice of Julian Cochran pieces based on the list of works published on the ICPC Platform;
- e. Within 7 days 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;

- f. A complete set of printed scores of the pieces selected by the Participant shall be sent at the expense of the Competition to the mailing address indicated by the Participant in the registration process, up to fourteen days after registration;
- g. The Organizer has the right to disqualify the Participant who has not confirmed the mailing address to which the selected scores should be sent;
- h. 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 2023 submission of recordings to the ICPC Platform pursuant to the regulations specified in Section IV of these Terms and Conditions.

- a. Upon completing the registration process referred to in Section III clause 2.1, the Organizer shall confirm the completion of the Participant's registration process via e-mail given on the ICPC Platform.
- b. 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.
- c. The Organizer shall contact Participants whose recordings do not meet the above rules by 10 May 2023 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 18 May 2023 the latest.
- d. The Organizer will announce 3 TOP pianists (Candidates who received the highest scores, hereinafter referred to as the "The Laureates") by 30 June 2023. The Laureates will be notified by the Organizer via email.

#### IV. COMPETITION PROGRAM AND REQUIREMENTS CONCERNING THE SUBMITTED RECORDINGS

1. 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 whose joint duration will be between 15 and 20 minutes;
2. The order of performance of the above works and their number will be determined by the Participant.

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 the chosen program on the grand piano or upright piano. The use of any other instruments, including historical or electronic instruments, shall result in the disqualification of the Participant from the Competition  
*(Grand pianos will provide an expressive advantage which can further stimulate the pianist's imaginative conception itself, however the jury will always attempt to not allow the instrument itself to disadvantage the competitor ~ Julian Cochran).*
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, hands, feet, and face must be clearly visible from the right side throughout the video** (the Participant's face must not be obscured by the Participant's hair), which shall be uncut throughout the entire duration of performance of a given composition;
  - c. Each piece submitted by the Participant must be recorded in its entirety in a separate file. Movements from larger works, like sonata, can be recorded as separate files. It is not allowed to submit only one movement of a larger work. 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 5 September 2022.
7. Participants are not required to play from memory.
8. 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.
9. Each file should be named as follows: full title of the piece, full name of the composer. **The file name should not contain the name of the Participant in order to keep the Participant anonymous.**

10. Any manifestation of unfair participation in the Competition by the Participant (i.e. the use 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.
11. The Participant may be accompanied by a page-turner. The page-turner may be visible in the recording.

## V. JURY

1. To select The Laureates, 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.

## VI. PRIZES

1. ALL PARTICIPANTS, regardless of the results, shall receive:
  - a. free scores referred to in Section III clause 2.1.c. - 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;
  - b. 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;
  - c. an opportunity to speak via Zoom with the jury member of the Participant's choice (after the results of the Competition are announced); once the results of the Competition have been announced, the Participant can select the jury member within two weeks; after this period, the Participant will no longer have the opportunity to speak with any of the jury members.
2. The Laureates with the highest total score, shall receive:

- a. MONACO RESIDENCY award including: private lessons conducted by Julian Cochran / CD recording preparations, round trip to Monaco, hotel, full board, sightseeing tour.
  - b. AUSTRALIA EXPERIENCE  
participation in the International Cochran Music Festival (Adelaide) including: round trip to Australia, two lessons conducted by Gil Sullivan, two lessons conducted by Julian Cochran, two concerts in newly built Baroque Hall and Town Hall (Adelaide), CD recording sessions, professional video concert production. If Covid-19 stops The Laureates from traveling to Australia they will be awarded a cash prize 2500 euro each.
  - c. The details of the MONACO RESIDENCY and AUSTRALIA EXPERIENCE shall be arranged individually with The Laureates.
3. The Organizer reserves the right to award additional prizes, including SPECIAL PRIZES.
  4. The prizes listed in this Section shall constitute the entire remuneration for the participation of the Competition.

## VII. 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.

## VIII. 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 on 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. In order to be admitted to the Competition, acceptance of all the conditions listed above by the Participant is obligatory.

## IX. 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, image, sound bites and interviews given during MONACO RESIDENCY and AUSTRALIA EXPERIENCE in audiovisual formats and shall transfer onto the Organizer any material copyright to these performances while also allowing the Organizer to disseminate their image as recorded.
7. 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.

## X. FINAL PROVISIONS

1. These Rules and Regulations of the Competition are available on the Competition website [www.cochranpianocompetition.com](http://www.cochranpianocompetition.com) and on 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 shall be promptly published on the Organizer's website indicated in clause 1 of this Section.
5. The Organizer is entitled to change the dates of the Competition, MONACO RESIDENCY and AUSTRALIA EXPERIENCE, 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 Laureates 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).