**Terms and Conditions of the** **international competition of the *PWPM – Review of International, European and Comparative Law (PWPM)*****for outstanding academic articles in the fields of international, EU, and comparative law**

**§1**

The organizer of the international competition for academic articles in the fields of international, EU, and comparative law (hereinafter referred to as: the Competition) is the Jagiellonian University - Editorial Board of the ***PWPM – Review of International, European and Comparative Law (PWPM)***, a journal published by the Institute of European Studies, Jagiellonian University in Kraków, hereinafter referred to as the Organizer.

**§2**

1. The goal of the Competition is to select the two best scholarly articles in the fields of international, EU, and comparative law, submitted by young academics or scholars, which later will be published in the ***PWPM – Review of International, European and Comparative Law (PWPM)*** .
2. The Competition begins on **September 1, 2020** and ends on **March 15, 2021** (which is the date the results will be published).
3. Participation in the Competition is free of charge and voluntary. Any costs arising from participation in the Competition are borne by the participants.
4. The Organizer reserves the right not to award one of the prizes if none or only one of the submitted articles is assessed as an outstanding. Any change in this respect will be based on the Jury Panel’s recommendation, following their assessment of the submitted articles.

**§3**

1. To participate in the Competition an author must be a “young researcher”, which denotes a person specialized in the fields of international, EU, and comparative law who is under 35 years of age on the day of beginning of the Competition. The Organizer may ask the author to provide evidence to confirm this fact.
2. To become the participant, the author shall:

Submit an article in the way described in article 5 paragraph 4 herein,

Comply with all the requirements specified in the Terms and Conditions,

Declare that he/she accepts the Terms and Conditions.

**§4**

Employees of the Jagiellonian University, members of the Editorial Board and the Scientific Board of the *PWPM* shall not participate in the Competition.

**§5**

1. An article submitted for the Competition must be edited in accordance with the Style guidelines, as [specified](https://www.europeistyka.uj.edu.pl/pwpm/podstawowe-informacje-dla-autorow) by the Editorial Board of the *PWPM*.
2. All submitted articles must be in English.
3. Articles that do not meet the requirements set forth in the Terms and Conditions shall not be admitted to the competition.
4. Articles for the Competition and signed entry form (attachment no. 1) should be sent by e-mail to: pwpm@uj.edu.pl.
5. An application shall be sent no later than **November 15, 2020** and the date of the e-mail is binding. Applications sent after that date shall not be admitted to the competition.
6. Any application containing incorrect, false, or unreadable information will be rejected.
7. Unsigned documents will render an application invalid, not meeting the requirements set forth herein.
8. The Organizer shall not be responsible for delays in the e-mail delivery, acts of third parties, or damages caused by participants using untrue or out-of-date data.
9. Each participant may submit only one article.

**§6**

1. Only original articles which have not been published or submitted for publication in any other publishing house may be submitted to the Competition. Submitted articles may not duplicate any previously published texts.
2. When submitting an article, the participant declares that he/she is the author or co-author of the article and he/she has the economic and moral rights to the article and those rights are not encumbered by third-party rights and do not violate these rights.
3. The participant guarantees that he/she is entitled to use all legally protected elements in the article and that the Organizer will be able to use the article for the purpose specified herein without the need to apply for any additional licenses or consent.
4. The participant shall bear the responsibility for any claim made by a third party in each case in respect to any matter arising from the use of the article within the scope specified in the Terms and Conditions.
5. The winners are obliged to transfer the rights to the article to the Organizer in the form of a written contract; this is a condition for issuance of a prize. The transfer covers the fields of exploitation specified in article 50 of the law on copyright and related rights (Journal of Laws form 2019, pos. 1231).
6. In submitting an article, all participants agree that said article, if editorially accepted for publication, shall be licensed under the Creative Common CC BY-SA 4.0 (Attribution-ShareAlike 4.0 International) and will be published in open access mode.

**§7**

1. Articles submitted for the Competition shall be written by one author or in co-authorship (a maximum of three co-authors are accepted).
2. If the paper is co-authored, the prize will be equally divided between all the authors.
3. Names and contact details of all authors should be included in the submission as well as

the explicit agreement to participate in the Competition.

**§8**

1. All submissions will be considered for publication under [the general rules](https://www.europeistyka.uj.edu.pl/pwpm/regulamin-wydawniczy-i-recenzyjny) applied by the journal.
2. All the reviewers are asked to supplement reviews with their assessment of the paper on a scale of 1 to 10 (where 1 means ‘very bad’ and 10 means ‘outstanding’).
3. The three papers which, having been submitted for competition, receive the best scores from both reviewers, and are accepted for publishing will be transferred to the Jury Panel consisting of the three members of the Scientific Board of the journal, who will be responsible for rendering the final decision concerning the competition.
4. In evaluating submissions, the members of the Jury Panel will take into account:
	1. the impact of the paper on the development of the relevant fields of law,
	2. the methodology of the research conducted,
	3. the novelty of the research topic,
	4. the quality and clarity of the scientific argument,
	5. the demonstrated knowledge of the subject literature.
5. The verdicts of the Jury Panel are final and irrevocable.

**§ 9**

1. In the event of a conflict of interest, the member of the Jury Panel who the conflict concerns shall not participate in decisions regarding the article in question.
2. The Organizer reserves the right to cancel the Competition if no articles are submitted or if the submitted articles do not meet the requirements of the Terms and Conditions.

**§ 10**

1. The Organizer will award the authors of the best articles two cash prizes in the following gross amounts:

1st prize – €500;

2nd prize – €300.

The written amounts are a subject to taxation. Pursuant to Article 21, Paragraph 1, Point 68 of the Personal Income Tax Act (Journal of Laws 2018, Item 1509, as amended), cash prizes in amounts higher than 2,000 PLN are subject to taxation. The tax will be paid by the Competition Organizer and the reduced prize amount will be paid to the laureate; this taxation only applies to Polish tax residents.

1. The Jury Panel may additionally award distinctions to other submitted works which will not involve the award of monetary funds.
2. The results of the Competition (only the articles and their authors, who received awards or distinctions) will be published on the Organizer’s website by February 15 the following year.

**§ 11**

1. The winning articles will be published in the *PWPM* with open access after concluding the contract referred to in Article 6, Paragraph 5, granting permission to publish them in electronic form to the Editorial Board of the *PWPM* with sub-licensing rights for the editors.
2. The Editorial Board of the journal also reserves the first print rights of other articles submitted to the Competition after signing a license agreement with an article’s author as referred to in article 6 paragraph, 6 hereinbefore.
3. The author(s) hereby assigns to the Organizer full title guarantee for the legal term of copyright including any renewals and extensions, the copyright in the Article, present and future (which for the avoidance of doubt includes, without limitation, the right to reproduce the Article by way of all forms of electronic publication whether now known or hereinafter invented and the right itself or to grant sub-licenses of all translation and subsidiary rights on such terms as the Organizer shall determine), all rights in the nature of copyright, rental and lending and database rights and all other intellectual property rights in the Article.

**§ 12**

According to Article 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data ("General Regulation"), hereinafter referred to as "GDPR", the Jagiellonian University informs that :

1. The administrator of applicants’ personal data is the Jagiellonian University, with headquarters at 24 Gołębia Street, Krakow 31-007.
2. The Data Protection Supervisor, appointed by the University, is based at room no. 5, 24 Gołębia Street, Cracow 31-007. The Officer can be contacted in person from Monday to Friday (8: 30 am-3:30 pm) or via e-mail: iod@uj.edu.pl or by phone – 12 663 12 25.
3. Your personal data will be processed for the purposes of the legitimate interests pursued by the controller pursuant to Article 6, Paragraph 1(f) of the GDPR, which is the Organization conducting the international competition of the *PWPM* for outstanding academic articles in the fields of international, EU, and comparative law. In relation to the winners of the international competition of the *PWPM* for outstanding academic articles in the fields of international, EU, and comparative law, data processing is necessary for compliance with the legal obligations imposed upon the Organizer as a subject publicly announcing the reward, pursuant to Article 6, Paragraph 1(c) of the GDPR.
4. Providing your personal data is voluntary but is necessary for participation in the international competition of the *PWPM* for outstanding academic articles in the fields of international, EU, and comparative law. If you refuse to provide your data, you may not enter the competition. Winners are obliged by law to provide their data and it is a condition for issuance of a prize.
5. Your personal data will not be made available to other subjects, except for the journal databases or journal digital libraries where the *PWPM* is listed and the announcement of the results of the international competition of the *PWPM* for outstanding academic articles in the fields of international, EU, and comparative law .
6. Your personal data will not be transferred to third countries (outside the European Economic Area) or to international organizations.
7. Your data will be stored for the duration of the organization of the international competition of the *PWPM* for outstanding academic articles in the fields of international, EU, and comparative law and until the final settlement and the closing of the Competition, and until the expiration of the statute of limitations for claims that may arise from the participation in the international competition of the *PWPM* for outstanding academic articles in the fields of international, EU, and comparative law.
8. You have the right to: access your data and rectify it, delete it (unless further processing is necessary to comply with legal obligations or to establish, investigate, or defend claims), limit its processing, transfer such data, or object to its processing.
9. Your personal data will not be subject to automatic decision making or profiling.
10. You have the right to lodge a complaint to the President of the Office for Personal Data Protection if you feel that the processing of your personal data is in violation of the provisions of the General Regulation.

**§ 13**

In all matters not covered by the Terms and Conditions, the provisions of Polish Civil Code and the Law on Copyright and Related Rights shall apply as well as any other applicable Polish laws.

**Attachment No. 1**

**PWPM’s Competition for outstanding academic articles – entry form**

**Full name of the participant or principal participant: ……………………………………………………………………………………………**

**Date of birth: …………………………………………………….**

**E-mail address/es: ………………………………………………**

**Title of the attached article/text: ………………………………………………………….**

**Agreement:**

**I have read and agree to abide by the rules and criteria of this competition** as set forth in the *Terms and Conditions of the international competition of the PWPM – Review of International, European and Comparative Law (PWPM) for outstanding academic articles in the fields of international, EU, and comparative law*, available at the website of the journal.

**I certify that:**

- the article is original, has not been formally published in any other peer-reviewed journal, is not under consideration by any other journal, and does not infringe on any existing copyright or any other third party rights;

- I am the sole author or co-author of the article and have full authority to enter into this agreement and grant the rights specified in the hereinabove mentioned *Terms and Conditions of the international competition of the PWPM – Review of International, European and Comparative Law (PWPM) for outstanding academic articles in the fields of international, EU, and comparative law* to the Organizer and that doing so does not breach any other obligations;

- the article contains nothing that is unlawful, libelous, or which would, if published, constitute a breach of contract or of confidence or of commitment given to secrecy.

**Regardless of the results of the competition, I agree that:**

- the article, if editorially accepted for publication, shall be licensed under the Creative Common CC BY-SA 4.0 (Attribution-ShareAlike 4.0 International) and will be published in open access mode.

**I confirm that** winners of the competition are obliged to transfer the rights to their articles to the Organizer in the form of a written contract and that this is a condition for issuance of a prize.

Date and signature