

**ATTACHMENT 1– Enrolment application for the 3<sup>rd</sup> ed. of the Umberto Cesari Art Contest**

*Fill out and send according to the contest instructions*

**I the undersigned** .....  
born in.....residing in .....  
postcode. .... address ..... no. ....  
tel. / cell. ....e-mail .....  
Fiscal code.....

**ask  
to participate in the 3<sup>rd</sup> edition of the Umberto Cesari Art Contest**

declaring

1) to be of legal age and to be the author and the exclusive proprietor of the original artwork presented to the Contest (when the participant is not of legal age, the form must be signed by both parents exercising parental rights)

2) to want to participate in the Contest presenting an artwork entitled

.....  
.....

3) to have read and accepted the conditions laid down by the contest and, in particular, declare under my responsibility that the artwork presented is my original creation and to be its author as well as its exclusive proprietor and consequently release Cesari Srl from any eventual responsibility towards third parties for plagiarism or imitation or claim of ownership.

..... on the .....

.....  
(Signature)

(when the participant is not of legal age, the form must be signed by both parents exercising parental rights)

The undersigned gives consent for the above-mentioned personal data to be treated according to EU Regulation 679/2016 (GDPR) regarding the protection of natural persons with reference to personal data. The data of the participant will not be communicated to third parties not involved in the procedure of the present Contest. Complete information regarding the treatment of personal data on the part of Cesari Srl is available at the [www.umbertocesari.com](http://www.umbertocesari.com) website. It is understood that, within 40 days after the publication of the list of winners, they will be destroyed.



VINO TERRA ANIMA

..... on .....

.....

(Signature)

(when the participant is not of legal age, the form must be signed by both parents exercising parental rights)

Please note that false statements or false documents, according to what is foreseen by art. 76 of D.P.R. 28 December 2000, no. 445, are punishable according to the penal code and special laws.



VINO TERRA ANIMA

## ATTACHMENT 2 – Authorisation Form for the economic use of the artwork

*Fill out and send according to the contest instructions*

The TRANSFEROR ..... (name and surname of the author) is the author of the Artwork produced in ..... having the title ....., hereinafter referred to as “the Artwork”. By means of the present act, the Artwork is presented to Umberto Cesari, trade name Cesari Srl (hereinafter referred to as the “TRANSFEE”) for the Umberto Cesari Art Contest. To be able to participate in the contest, in the case that the Artwork is declared the winner of the contest, the TRANSFEROR declares and is committed as of now to transferring to the TRANSFEE all the rights of economic utilisation of the Artwork, without exception, except for the moral right of the author, according to the following conditions:

- A) They are the sole creator/author of the Artwork and strive to ensure that anyone who collaborates with them to realise this artwork renounces in their favour any and all copyrights which could eventually be claimed regarding part or all of the Artwork and is absolved from any type of charges, options and rights.
- B) At the moment of delivery of the Artwork, all authorisations of those who have rights relative to the reproduction of extracts of another artwork must be produced.
- C) The Artwork is an original work which, according to the information in their possession, does not transgress any copyright deriving from third parties.
- D) The artwork is new as it has not previously been published in any way either by the author or by third parties.
- E) They are the exclusive proprietor of the Artwork and can dispose of it by virtue of the legal capacity it enjoys. Furthermore, there are no impediments of a legal, juridical or conventional type which preclude publication in compliance with the relevant contractual conditions.
- F) The TRANSFEROR enjoys the necessary legal powers and has adopted the measures foreseen according to the law in order to have the authorization to sign the present act.
- G) At the moment of participating in the Contest, the TRANSFEROR is not in the state of bankruptcy, does not have any act relative to bankruptcy or is not involved in arrangement procedures or any other type of procedure between creditors and debtors.
- H) The TRANSFEROR must send to the TRANSFEE all folders, technical specifications and any other type of material necessary for the reproduction of the Artwork.
- I) Furthermore, the TRANSFEROR commits, by carrying out all useful and necessary actions, to allowing the transfer of the Artwork. In particular, the TRANSFEROR commits to signing any other necessary or appropriate documents with the aim of guaranteeing the monitoring, protection or publication of the rights transferred with the present act to the TRANSFEE.
- J) With the aim of facilitating the management of the Artwork, the TRANSFEROR commits to:
  - i) making available to the TRANSFEE all the technical information regarding the Artwork and



VINO TERRA ANIMA

- ii) on request, offering the TRANSFEREE, for a period of ONE HUNDRED AND EIGHTY (180) days from the signing of the contract, any type of assistance, clarification or information so that the TRANSFEREE can become familiar with the Artwork.
- K) Beginning with the date of participation in the Contest, the TRANSFEROR cannot publish, reproduce, diffuse or distribute or have published either on their own or in collaboration with others, either anonymously or under a pseudonym, another artwork which, by its nature can directly compete with the one of the present transfer without the express authorisation of Cesari Srl.
- L) The TRANSFEROR commits to not compromising in any way the peaceful enjoyment of the Artwork by the TRANSFEREE.
- M) The compensation will be exclusively constituted by that offered in the Contest and, in particular, by the monetary prize offered by Cesari Srl and given directly to the winner. The TRANSFEROR who is the winner of the Contest renounces any other economic request.
- N) In the case that the Artwork is the object of legal controversy, the TRANSFEROR commits to collaborating with the TRANSFEREE in acquiring the proof necessary for validating, on one hand the artwork and, on the other hand, the exclusive rights which the TRANSFEREE acquired with respect to the latter with the present act.
- O) The TRANSFEROR commits to contributing up to the amount of ONE HUNDRED PERCENT (100%) of the cost for disputes regarding copyright of the Artwork or disputes regarding falsification of the said artwork.
- P) In the case that the copyright of the TRANSFEROR is not recognised by the court or in the case that the latter pronounces a sentence of falsification by the TRANSFEROR, they must reimburse the TRANSFEREE for damages directly or indirectly deriving from such circumstances, including the fees of the professionals and the expenses sustained from the dispute or the contestation.

..... on the .....

(Signature)

(when the participant is not of legal age, the form must be signed by both parents exercising parental rights)

I AUTHORISE THE USE OF PERSONAL DATA ONLY FOR THE CARRYING OUT OF THE PAPERWORK  
RELATIVE TO THE CONTEST ACCORDING TO EU REGULATION 679/2016V(GDPR)

☐ I accept

.....

(Signature)

(when the participant is not of legal age, the form must be signed by both parents exercising parental rights)



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