

FUNDACIÓN COLECCIÓN THYSSEN-BORNEMISZA, F.S.P.

Paseo del Prado nº 8,
28014 Madrid

Madrid, 2020

Re.- “Versiona Thyssen” Contest.

Authorization and transfer of intellectual property rights

Hereby, Ms. _____, with ID number _____ and Mr. _____ with ID number _____ domiciled at _____, parents / guardians of Mr./Ms. _____ [name and surname of the participant under 18 years of age], we confirm our authorization for our _____ to participate in the “#VersionaThyssen” contest organized by the Thyssen-Bornemisza Collection Foundation, FSP (the “Foundation”) with the sponsorship of the Community of Madrid and the Coca-Cola Foundation, and which is aimed at young creators in order for them to freely reinterpret works belonging to the Permanent Collection of the Thyssen-Bornemisza National Museum (hereinafter, the "Museum") and which will award the best reinterpretations for their originality and artistic quality (the "Contest"). So:

1. We guarantee to the Foundation that we exclusively hold the parental authority and custody of our child in all its extension.

2. We accept the contest rules published in the link <https://www.museothyssen.org/concurso-versionathyssen> and, in this sense, we authorize the transfer in favor of the Foundation on the intellectual property rights that fall on the work of our _____, with the limits and scope established in said bases. Thus, we expressly acknowledge and authorize:

- a. that the participation of our _____ in the Contest, through his Instagram profile with the name _____, entails the transfer to the Foundation of the rights of reproduction, distribution and public communication on the work presented by our _____ to the Contest for the purpose of mentioning and disseminating the existence and results of the Contest and of the works presented, with indication of its author, through any means, for everyone, with the ability to transfer to third parties and for the entire period of protection of rights in accordance with the Spanish Real Decreto Legislativo 1/1995, of April 12, which approves the revised text of the Intellectual Property Law. Likewise, we authorize the Foundation to expose the work during a free night opening of the Museum that the Foundation plans to carry out during the year 2020, on a date yet to be determined, which will be published in due course on the website and in the Instagram profile of the museum.
- b. In the event that our child is the winner of any of the Contest prizes, we assign to the Foundation the rights of reproduction, distribution, public communication and

transformation on the reinterpretation of the work that our child performs, for any means, on a non-exclusive basis, with the authority to transfer it to third parties, for everyone, for the maximum duration of intellectual property rights, and for all forms of exploitation, in order to use them in any materials that are edited within the framework of this edition of the Contest and subsequent editions. In exchange for said transfer of rights, the Foundation will pay our son / daughter the gross, lump sum, fixed and closed amount of € 700, if he / she is a first prize winner, or € 300, if he / she is a second prize winner. The Foundation must apply the taxes and withholding taxes that, where appropriate, correspond to the price of the transfer of intellectual property rights.

In that case, our will nevertheless retain all the rights to his work and may carry out its exploitations independently as long as they do not harm the normal exploitation of the work that the Foundation may carry out or harm the reputation of the Foundation, its Museum and the reinterpreted works.

c. In the event that our son's work is among the winners or is one of those selected by the Foundation for screening during the museum's streaming broadcast or free night opening on a date yet to be determined, we confirm the transfer of rights so that the Foundation can publish and / or exhibit your work as part of said screening. Notwithstanding the foregoing, we acknowledge that the Foundation will not be obliged to exhibit the works of all participants.

We also recognize that the Foundation does not assume the commitment to carry out the exploitation of all the works that have been received, being able to select those works that it considers most convenient in its sole discretion.

3. We recognize the free nature of this authorization.

4. In the event that the Foundation can carry out an award ceremony in person, the Foundation may capture images of the attending public, for their exploitation, by any means and for the entire duration of the rights, with the purpose of promoting and reporting on the decision of the Contest. The use of the name and image of our child must be carried out with the utmost respect,

5. As a consequence of the public health emergency situation created by the COVID-19 virus (Coronavirus), we declare to have been informed of the act envisaged in the Museum, the date of which is still to be determined, and may be canceled or suspended by force majeure.

6. Likewise, we declare to have been informed of the Foundation will carry out a treatment of the personal information that we have provided, including the full name and image of our, in order to execute this agreement, so that the Foundation can exploit the rights object of the transfer. We can exercise our rights of access, cancellation, rectification, deletion, and opposition, limitation of data processing and portability, by writing to the Foundation's address, at Paseo del Prado 8-28014 Madrid, or by email at the address [rgpd @ museothyssen.org](mailto:rgpd@museothyssen.org), accompanying our request for a copy of our ID.

7. We submit to the jurisdiction of the Judges and Courts of the city of Madrid to resolve any controversy that may arise.

As a sign of compliance, we sign this document, in all its pages, at the place and date indicated in the heading.

Name and surname of the mother/tutor
I.D. _____

Name and surname of the father/tutor
I.D. _____

Read and agree:

Name and surname of the participant
I.D. _____