JAZZ IN THE PARK COMPETITION 2025 – OFFICIAL REGULATIONS

DEFINITIONS

The following terms shall have the meaning assigned below throughout this document, unless explicitly defined otherwise:

- **FESTIVAL DURATION:** The time period between the official start and end of the festival, as communicated publicly on www.jazzinthepark.ro.
- **EVENT DURATION:** The timeframe between the beginning and end of individual events and concerts within the festival, as publicly announced on www.jazzinthepark.ro.
- FESTIVAL: All concerts, activities, programs, performances, and services organized by Jazz in the Park Competition over a specific duration and in one or more clearly mentioned venues.
- **VENUE:** Any location or area where Festival activities take place, as specified on www.jazzinthepark.ro.
- ORGANIZER(S): The association of legal entities responsible for organizing and executing the Jazz in the Park Competition Festival, holding exclusive rights over the event. The festival is co-organized by Asociaţia Fapte (Str. Donath 192, Bl. A4, Ap. 12, Cluj-Napoca, CIF 31425230) and Fapte Muzicale SRL (Calea Floreşti 2, Bl. A1a, Ap. 5, Cluj, CIF RO35410470).
- **COMMERCIAL PARTNER:** Individuals or entities operating independently and legally within the Festival, based on a contract with one of the Organizers.
- **PARTNER:** Individuals or entities collaborating with an Organizer to carry out a cultural, promotional, or commercial action during the Festival under a contractual relationship.
- PARTICIPANTS: All individuals attending the Festival.
- PRODUCT: Any item or service with monetary value that can be purchased from the Organizers or their Partners during or related to the Festival.
- **SERVICE:** Any service made available or acquired from the Organizers or their Partners during or in connection with the Festival.
- **THIRD PARTY:** Any person or entity not included among Organizers, Partners, Commercial Partners, Participants, Donors, or Visitors.
- **VISITORS:** Individuals entitled to be at the Festival other than Participants—such as Volunteers, staff, supplier representatives, or other authorized Third Parties.
- REGISTERED VOLUNTEER: A person who completes the volunteer sign-up form for the Festival.
- SELECTED VOLUNTEER: A person over 16 years of age who has filled in the valid volunteer form and was selected to join the Festival team.
- **WEBSITE**: The official website of the Festival <u>www.jazzinthepark.ro</u>.

GENERAL TERMS AND CONDITIONS

- a. These regulations establish the terms and conditions for participation in the **Jazz in the Park Competition 2025**Festival.
- b. By participating in the Festival, **Participants, Volunteers, collaborators, and any Third Parties** who interact directly or indirectly with the Festival accept and agree to the terms and conditions outlined in these Regulations.
- d. The content of these Regulations is the property of the **Organizers** of the Jazz in the Park Competition Festival, namely **Asociatia Fapte** and **Fapte Muzicale SRL**.
- e. The Jazz in the Park Competition 2025 Festival is administered by **Asociaţia Fapte** as the Organizer and **Fapte Muzicale SRL** as the Co-Organizer.

Asociația Fapte is a non-profit legal entity based in Cluj-Napoca, Str. Donath no. 192, block A4, apt. 12, Cluj County, with VAT code 31425230.

Fapte Muzicale SRL is a legal entity based in Cluj-Napoca, Calea Florești, no. 2, block A1a, apt. 5, Cluj County, with VAT code RO35410470.

FESTIVAL PERIOD AND LOCATION

- a. The Jazz in the Park Competition 2025 Festival will take place **between September 19–21**, **2025**, in **Central Park**, **Cluj-Napoca**.
- b. The schedule of events within the Festival space mentioned above will be communicated by the Organizer on its official communication channels and in the media **no later than 10 days prior to the event**.
- c. The Organizer reserves the right to **change the location** of the events.
- d. The Organizer also reserves the right to **add additional locations** where the Festival may take place.

ACCESS TO THE FESTIVAL

- **4.1.** Access to the festival is **free of charge**, meaning that the Organizers do not require a participation fee.
- **4.2.** By participating in the events organized as part of the **Jazz in the Park International Competition** or by accessing the Jazz in the Park communication channels—especially the website www.jazzinthepark.ro—participants and users confirm that they have **read**, **understood**, **and accepted** these Regulations. The Regulations are available on the project's website as well as at the festival's **Info Points**, and can also be requested **explicitly** by any participant.
- **4.3.** In order to ensure order and safety during the festival events, the Organizers reserve the right to restrict certain objects and devices from being brought into the festival grounds. The following items are **strictly prohibited** within the festival perimeter:
 - Pyrotechnic articles
 - Knives, weapons, and other blunt objects

- Drugs
- Flammable or explosive materials
- Any kind of objects that could cause injury to other participants
 - **4.4.** Due to the **free access** policy of the Jazz in the Park International Competition events, **participants are solely responsible** for the objects they bring into the festival area. The Organizers **do not have the logistical means to systematically check** attendees due to the open-access nature of the event. However, the Organizers **reserve the right** to perform random checks or act on identified suspicions through the organizing team and/or the security staff, and to confiscate any prohibited items found. In the case of incidents resulting from possession of such prohibited items, the **owners bear full responsibility** for the consequences.

GENERAL RULES OF CONDUCT DURING THE EVENT

- **a.** Participants are required to behave appropriately, in a manner suitable for public events.
- **b.** Participants must refrain from any actions, statements, or behaviors that may endanger their own life, health, or physical integrity, or that of other attendees.
- **c.** Any form of commercial activity or advertising campaigns within the event premises is **prohibited** without prior **written consent** from the Organizers.
- **d.** Any type of demonstration or public display that is unrelated to the event and the Organizers, and that has not been previously approved in writing by the Organizers, is **strictly forbidden**.
- **e.** By participating in the event, attendees **expressly understand and agree** to fully cooperate with the Organizers, technical team, security personnel, first aid staff, as well as any other public or private authorities involved in organizing the event, and to follow their instructions during the event, especially in emergency situations or when circumstances require it.

EVACUATION OF THE EVENT SPACE

- **a.** Evacuation of the venue will begin immediately after the final concert of the day at that specific location, proceeding **gradually** across all festival areas.
- **b.** Please follow the **on-site instructions** provided by the Organizers regarding the evacuation process.

RIGHTS AND OBLIGATIONS OF PARTICIPANTS

- **a.** Participants are required to comply with this Regulation for the entire duration of the event and in all its designated locations.
- **b.** Participants are **not allowed** to use the event space for any illegal activities or for actions that in any way endanger the safety of other attendees.
- **c.** Participants are prohibited from distributing, altering, copying, displaying, reusing, reproducing, publishing, creating derivative works from, transferring, selling, or using the content

of the event or this Regulation without the written consent of the Organizers.

- **d.** Participants are obligated to **immediately report** to the Organizers' representatives or the security team any situation that they reasonably believe may pose a threat to the safety of other participants during the event and within its perimeter.
- **e.** Participants must cooperate with the Organizers, security and health services, competent authorities, and Volunteers in order to ensure the smooth running of the event, to prevent situations that could endanger attendees' safety, or to resolve such situations as quickly as possible.

RIGHTS AND OBLIGATIONS OF THE ORGANIZERS

- **a.** The Organizers have the right to modify, supplement, or withdraw this Regulation, either temporarily or permanently, with or without prior notice to users, potential users, or any third parties. All changes become effective upon publication on the official website: www.jazzinthepark.ro.
- **b.** The Organizers may investigate any actions suspected of violating this Regulation and may issue warnings, suspend, restrict, or deny access to the event for any Participant, Volunteer, Partner, or other third party present at the event during its duration.
- **c.** The Organizers do not assume responsibility for items that Participants, Visitors, Volunteers, Partners, or Third Parties bring into the event premises during the event.
- **d.** The Organizers reserve the right to inspect Participants and Visitors, either at random or in response to suspicions identified by the organizing team and/or security team, and to confiscate any prohibited items found. In the event of incidents caused by possession of such items, their owners bear full and exclusive responsibility.
- **e.** The Organizers are not liable for Participants' belongings, including their loss, damage, or theft.
- **f.** The Organizer reserves the right to modify the list of performing artists, both before and during the Festival.
- **g.** The Organizer reserves the right to adjust the maximum capacity of festival venues in accordance with the applicable safety regulations.

INTELLECTUAL PROPERTY RIGHTS

a. Photographs, artistic and organizational concepts, internal work procedures, and other similar items (information, data, images, texts, symbols, graphics, web design elements, software, etc.) are the property of the Organizers and are protected under Law no. 8/1996 on copyright protection.

- **b.** The use of any of the elements mentioned above, as well as any similar elements that fall under copyright protection, without prior written consent from the Organizers, is punishable under the law.
- **c.** Full or partial reproduction, modification, transfer, distribution, republication, or copying of the event's content is not permitted without prior written consent from the Organizers.

PHOTO & VIDEO RECORDING OF THE EVENT

- **a.** The Organizer reserves the exclusive rights to all photo and video images from the event.
- **b.** Participants and Visitors understand and agree that the Organizers, Commercial Partners, authorized service providers, press members, and other third parties authorized by the Organizers may record audio, video, and photographic materials of the event.
- **c.** The Organizer may use photo and video images, whether captured by its own employees, service providers, Commercial Partners, or authorized third parties, in various materials produced in relation to the event.
- **d.** By participating in the event, Participants and Visitors expressly grant the Organizer and its authorized third parties permission to record and publish their image, appearance, and actions during the event within the event's perimeter.
- **e.** The Organizers and their authorized third parties have the unrestricted right to use, copy, publish, broadcast, and distribute the recordings, images, and photographs taken of the event's Participants, especially for the purpose of promoting the project—but not limited to this purpose—without owing any compensation to the Participants.
- **f.** The Organizers reserve the right to record the event, either directly or through authorized third parties, and to copy, distribute, broadcast, or make public these materials in any form or through any means of data transmission or electronic media, including for the promotion of the project.
- **g.** Participants and Visitors may not, within the limits of applicable legal provisions, make financial or other claims against the Organizers regarding the photo/video recordings and their publication as stated in this Regulation.
- **h.** Participants are allowed to make audio/photo/video recordings of the event for **personal use only**. Participants are not permitted to **commercialize any images or recordings** from the event without prior written consent from the Organizers.

REUSABLE CUPS

- **a.** The Organizers implement a reusable cup system during the Festival for the sale of beer and cocktails at all official sales points, including those managed by Commercial Partners or other Third Parties authorized to sell alcoholic beverages within the Festival perimeter during the event period.
- **b.** The cups operate on a deposit system between the Organizers' Commercial Partners and the Participants.
- **c.** A refundable deposit of 15 RON per cup is charged for the use of reusable cups. The deposit will be clearly listed on the fiscal receipt issued by the Commercial Partners, in accordance with Article 286, paragraph (4), letter d) of the Fiscal Code.
- d. Cups can only be returned using the token received when purchasing the cup. The deposit is refunded only at specially designated return points managed by the Commercial Partners within the Festival perimeter. The refunded amount is 15 RON per cup. Returns are processed without a fiscal receipt, in compliance with Article 286, paragraph (4), letter d) of the Fiscal Code.
- e. Cup returns cannot be made at the bars of the Organizers or their Commercial Partners.
- **f.** A maximum of **5 cups** per person may be returned at a time.
- **g.** Once purchased, a reusable cup can be used **multiple times** throughout the Festival, within the official event perimeter, **without paying an additional deposit**.
- **h.** When purchasing a drink and already holding a reusable cup, Participants will receive a **clean cup in exchange** at any of the alcoholic beverage sale points operated by the Organizers or their Commercial Partners.
- i. The Organizers, their Commercial Partners, and any authorized Third Parties selling beverages in reusable cups are **not responsible** for any loss, damage, or theft of reusable cups in the possession of Participants.
- **j.** Participants are encouraged **not to throw reusable cups in trash bins**, even if they no longer need them or do not wish to claim the deposit refund. In such cases, they are encouraged to return them at any of the Organizers', Commercial Partners', or other authorized vendors' beverage points within the Festival.

OTHER INFORMATION

a. Suggestions and Complaints

Participants, Visitors, Volunteers, Partners, and Third Parties may send suggestions or complaints to the Organizers at any time via email at **salut@fapte.org**.

b. Lost & Found

- Lost and found items can be brought to the Festival's Info Point, where owners can also retrieve them within 48 hours, but no later than 12:00 PM on the day following the end of the Festival.
- The Organizers are **not responsible** for the loss, damage, or theft of Participants' belongings.

DISPUTES

- **a.** This Regulation, as well as any dispute arising from or related to its clauses or participation in the event, shall be resolved **amicably** between Participants, Volunteers, Partners, Third Parties, and the Organizers.
- **b.** If an amicable resolution is not possible, the **courts of Romania**, in the locality where the Organizers have their registered office, shall have jurisdiction over the dispute.
- **c.** By participating in events organized by Jazz in the Park Competition or by accessing Jazz in the Park Competition's communication channels, especially the website www.jazzinthepark.ro, Visitors and Participants confirm that they have **read**, **understood**, **and accepted** this Regulation.



OFFICIAL REGULATION

International Jazz in the Park Competition Cluj-Napoca, Romania, 19th - 21st September, 2025

I. ABOUT THE COMPETITION

Organizer: Fapte Muzicale SRL & Fapte Association

The competition: International Jazz in the Park Competition

Purpose: The International Jazz in the Park Competition aims to identify, promote and support young jazz artists *suitable for festivals and live concerts*.

Art fields

The International Jazz in the Park Competition is open to all bands that play in the style generically called JAZZ (find here the list of all genres accepted in the competition).

Competition context presentation

The competition is held in the form of an open air festival. In this event, public access is free and in addition to the actual concerts in the competition, other activities take place in the event location, including concerts with other bands not participating in the competition. Our desire is to create a context as authentic as possible, a proper festival.

The competition stage will be one of the stages in the event and will host 4 performances per day. The concerts of a special guest who will close the day of the event will take place on a different stage.

Despite the fact that each concert will be reviewed by our jury of industry experts, it is the expectation of the organizers that the participating bands will behave like in any other festival, with an emphasis on artistic performance and interaction with the audience at the event, rather than perform for the jury.

Period of the competition

- Registration in the competition: 4th of March 27th of April, 2025
- Communication of preselection results: 20th of May, 2025
- Live performances competition in the presence of the jury: 19th of September 21st of September, 2025
- -Awards Gala: 21st of September, 2025

Regulation



Participants in the competition must comply with the terms and conditions of this Competition Regulation (hereinafter referred to as the "Regulation"). The regulation is available, free of charge, to any interested person, on the competition webpage (www.jazzinthepark.ro/competition). Additional information be requested can competition@jazzinthepark.ro. The Organizer reserves the right to change the Regulation, subject to prior notification, at least one (1) working day before the date of entry into force of the changes.

II. REGISTRATION IN THE COMPETITION

Eligible participants

The International Jazz in the Park Competition is open to all bands that play in the style generically called JAZZ (find here the list of all genres accepted in the competition). "Band" means an artist group consisting of at least two instrumentalists, regardless of the instruments they play.

The members of the registered bands must be between 16 and 35 years old at the time of the Jazz in the Park Competition (19th of September, 2025). Exceptionally, only one member of the band may be over 35 years old.

Registration in the competition

Registration in the competition is done on the website www.jazzinthepark.ro/competition continuously until 27th of April, 2025.

Documents required for registration in the competition:

- Registration form filled in online on the website www.jazzinthepark.ro.
- Band biography
- Video recording (minimum 2 minutes) of at least one representative piece for the band, performed live. The demo (live video recording of the band) must be uploaded to Youtube and reflect the current composition of the band. The actual (technical) quality of the recording is not a judging criterion, but the participants are encouraged to submit materials of the highest possible quality so that the judgment of the jury members is not flawed. Also, the circumstances in which the recording was made (live concert, rehearsal space, etc.) are not important. The video recording cannot be older than January 1, 2022.
- The band's recorded songs (min. 1 max. 3), in addition to the video recording. These can be in mp3 format or as a link to the platforms used by the band (Spotify, Itunes, etc.)
- Press/ Promo kit including group pictures with the band. We highly recommend recent pictures with no branding elements in them. All the artists in your band must appear in the pictures. Both studio and concert pictures are accepted.
- Links to the Social Media platforms where the band is active
- Technical rider & stage plot



Comments

Adding other members after registration in the competition is prohibited without notifying and obtaining the consent of the organizers. Changing more than one third of the group members is also prohibited without notifying and obtaining the consent of the organizers. If they reach the final, the members who take the stage of the International Jazz in the Park Competition on September 19-21, 2025 must be those who registered and appear in the video or those who were subsequently admitted by the jury. Otherwise, the band will be disqualified.

Finalists will have to send to the Organizer copies of the identity cards of the band members, as well as a group photo, with the current composition of the band.

Finalists will have to fill in and sign a Letter of Commitment confirming their participation in the 2025 Jazz in the Park Competition between September 19 - 21, the availability of all band members to participate in the formula presented during registration, as well as the express acceptance of the conditions of this competition regulation.

The finalists will be required to sign a copyright form, releasing legal ownership of their performance at the International Jazz in the Park Competition. The sole purpose of this article is for the organizers to obtain the local music license for the event from the Romanian Musical Performing and Mechanical Rights Society.

Nor the performance or the tracks will be used to create any kind of commercial materials before or after the competition.

If the Artist fails to appear at the Competition or cancels participation for reasons attributable to him/her (except in cases of force majeure, illness or other incapacity of the Artist certified by a medical professional) he/she must pay the Organizer damages in proportion to the damages caused, set at the value of 1,000 euros.

The Organizer reserves the right to refuse the participation of a band on the grounds of inconsistency with the conditions of participation.

By filling in and submitting this form, participants agree that their personal data will be processed and stored by the Fapte Association in order to carry out the International Jazz in the Park Competition, according to the personal data processing policy in this regulation.

All contestants must read and accept the Regulation before entering the competition. Failure to comply with the rules and conditions provided in the Regulation will lead to points deduction in the competition or disqualification.



By submitting the registration form, you confirm that you have read, understood and agree to the Regulation. The participants declare on their own responsibility that they have the right to enter the artistic projects/bands in the competition and that they are the authors and owners of the copyrights of such artistic projects.

For the projects declared winners, the organizers reserve the right to present those projects/artworks without any additional financial obligation within the 2025 edition of the Jazz in the Park Competition project, in any other type of public presentation, promotional, press or media materials, for non-commercial purposes and in connection with the Jazz in the Park projects, in current and future editions.

Announcement of selection results

Each candidate will receive the confirmation or refusal, respectively the official invitation to participate in the competition (where applicable), by April 4, 2025 at the latest. Following the preselection, the first 12 bands in the ranking will be invited to participate in the final in Cluj-Napoca (September 19 - 21, 2025).

III. TIMELINE OF THE COMPETITION

Final – Live performance

Each selected band will perform in an event (live final) organized during the period September 19 - 21, 2025 in Cluj-Napoca on the stages dedicated to the event in the Central Park. By filling in the registration form, the band confirms the time availability of all band members for the entire duration of the International Jazz in the Park Competition.

In the live, open air competition, the band will give a recital of minimum 30 minutes and maximum 45 minutes in front of the jury and the audience. Instrumentals or DJ & voice formulas are not accepted. All bands must perform live. Covers or re-orchestrated songs or versions are allowed.

By filling in the registration form, the band confirms the time availability of all band members for the entire duration of the International Jazz in the Park Competition.

The organizers reserve the right to change the dates of events, to cancel or combine performances in case of unfavorable weather or other events that prevent the project from proceeding.

Documents required for participating in the competition and collecting the prizes:

Letter of commitment, signed by the representative of the artist group, confirming the
availability of all band members during the Jazz in the Park Competition, as well as the
express acceptance of this regulation.



- Consent form regarding the processing of personal data, filled in and signed by each member of the band.
- Copies of the identity cards/passport of each member of the participating band.
- Tax residence certificate (only for bands whose members do not reside in Romania) for the band representative, in the case of bands declared winners. As it may take up to 30 days for the tax residence certificate to be issued by the national tax authorities, we recommend that it be requested together with the confirmation of participation in the Jazz in the Park final, so that the prizes can be paid immediately after the competition.
- Prize awarding protocol, filled in, signed and assumed by the legal representative of the band (in the case of bands declared winners)
- Transport expense account, and the supporting documents according to the provisions of this regulation.
- Travel insurance and medical insurance for all band members, valid for the entire period
 of stay in Romania. The costs of travel and medical insurance are fully borne by the
 participating bands. The Organizer reserves the right to request proof of the travel and
 medical insurance.

IV. PARTICIPATION FEE

Participation in the International Jazz in the Park Competition is free of charge.

V. CONDITIONS OF PARTICIPATION IN THE COMPETITION

Transport

If the artist/band is not from the city of Cluj-Napoca, the transport from the city of residence to Cluj-Napoca and back will be settled by the organizers of the competition within the limit of 2,000 lei per band for bands from Romania, respectively 1,000 euros per band for bands from abroad. In order to settle transport expenses, the participants will submit supporting documents from the project period, such as: transport ticket, fuel receipt with the mention of the tax identification code of the organizer (Fapte Association, TIC 31425230), tax invoice issued in the name of the Fapte Association, other similar documents.

Invoices whose beneficiaries are members of the artist group, any other legal entities than the Fapte Association, fuel receipts that do not indicate the TIC of the Fapte Association or indicate an incorrect TIC, any other documents that do not comply with the legal provisions in force are not accepted for settlement. The transport expense settlement can be made from the time when the bands can provide supporting documents and fill in the form of the transport expense account, but no later than October 10th, 2025. The statement form will be accompanied by the original supporting documents. The expense account form will be sent by email to competition@jazzinthepark.ro, as well as by mail to the Fapte Association, str. Franz Liszt 28A, ap. 2, Cluj-Napoca or delivered to the organizers on the last day of the competition.



Accommodation and meals

During the participation in the contest, the organizers provide accommodation (3-star classification) free of charge to the members of the bands who are not from Cluj-Napoca for a maximum of three nights, to be selected by each band, including the day of the competition. During their stay in Cluj-Napoca, participants will be provided with the main meals, according to their arrival/departure. All members of the bands who reside in Cluj-Napoca will benefit from a meal voucher on the day of the concert.

Guaranteed fee

Each finalist band benefits from a guaranteed fee of 1,000 euros net, at the NBR exchange rate on the day of payment. The payment of the guaranteed fee is made within 7 working days of the performance (the day of the concert), based on the submission of the Tax Residence Certificate (in the case of foreign artists).

VI. REHEARSALS, EQUIPMENT AND STAGE

The sound tests will be organized on the same day as the competition, in the same venue, each band will have 30 minutes for the sound test (load in not included) before the concert. Each band has the right to bring its own sound engineer, provided this is specified in the technical rider sent to the organizers before the event. If the band brings its own sound engineer, the audio mixer to be used by the band will be the one provided by the festival. Audio mixers brought by bands are not accepted. All these details will be announced at least 14 days before the date on which each band will compete.

The Organizer will provide a high quality sound and lighting system, which will be used free of charge by all bands and will provide a complete backline: complete drum set, 1 x guitar amplifier, 1 x bass amplifier and 1 x keyboard (88 keys - type Nord Stage 2 or 3), microphones, monitor speakers and backline equipment, as well as all sound and lighting engineers, including support staff. The stages in Central Park have the following dimensions: 8x6x8 meters. If the band needs more backline equipment, it must communicate this detail at least 30 days before the start of the competition, and the organizers will then present the existing options.

Band members will be able to use any personal instrument such as guitar, bass, keyboards, any effects pedals, etc. Drummers can bring their own snare drum, kick drum pedal, drum sticks or cymbals.

The bands must send at least 30 days before the final a technical specification in which they indicate whether they have special requirements compared to those set out in this Regulation. All bands are required to use the same backline and drums provided by the organizers. Keyboards and any other special equipment – other than personal instruments such as guitars – will be placed on stage before the concerts begin and will remain there until the end.



To minimize band changing time, bands with left-handed drummers will play either at the beginning or at the end of the show. All bands must strictly follow the instructions given by the organizers and the delegated stage manager.

VII. ORDER OF ENTERING THE COMPETITION

The order of entering the competition will be established by the organizers and announced at least 7 days before the day of the competition. The order of the concerts of the 12 finalist bands will be determined by drawing lots, after all the finalist bands confirm their participation in the competition. The announced order can be modified, in case of force majeure, only by the Organizer.

VIII. JURY AND SELECTION PROCESS

The jury of the preselection and the final conducts its work according to the Competition Regulation, respecting the spirit of the Statute of the World Federation of International Music Competitions.

The preselection of the bands that qualify for the final rests with the organizers, who are represented by:

- Alin Vaida Festival President
- Levente Borsos Stage Manager.

Preselection criteria:

- the quality of the performance
- the originality of the performance
- the compatibility of the artists' music with the specifics of an open air festival.

The jury for the final will differ from the jury of the preselection and will be announced later by the organizers.

The judging criteria, the final stage based on which the winners will be determined, are:

- performance quality;
- group cohesion;
- originality;
- stage presence
- compliance with organizational specifications (punctuality, duration of soundchecks, duration of the live performance)

Comments



The judging of each band will be done according to the previously mentioned criteria. Each criterion has a different weight, as follows:

- Performance quality weight * 3
- Group cohesion weight * 2
- Originality weight * 2
- Stage presence weight * 1
- Organizational specifications weight * 2

For each criterion, the judges will award grades from 1 to 10. The weighted average, namely the final grade, is calculated as follows:

(Quality grade * 3 + Cohesion grade * 2 + Originality grade * 2 + Stage presence grade * 1 + Organizational grade * 2) / 10 = **Final grade**.

The grades will be centralized from all the judges and a ranking will be drawn up. In case of a tie, the decision of the presiding judge is decisive. The jury decides the winners for each section of the competition. The jury's decisions are final. During their participation in the competition, candidates are prohibited from contacting the members of the jury.

IX. PRIZES

The jury decides the prizes to be awarded in each section of the Competition based on the criteria presented in point IX. The jury reserves the right not to award one or more prizes, as well as to award special prizes, other than those mentioned in this regulation. The prizes awarded in each section of the competition are indivisible. No exemption from this rule is granted.

(Gross) Value of the prizes

- **1st prize:** 5,000 euros gross, at the NBR exchange rate on the day of payment, and the invitation to perform at the Jazz in the Park Festival 2026 (contract in the amount of 1,500 euros net, accommodation and transport) and the invitation for a closing concert at Jazz in the Park Competition 2026 (contract in the amount of 2.000 euros net, accommodation and transport)
- **2nd prize:** 3,000 euros gross, at the NBR exchange rate on the day of payment.
- **3nd prize:** 1,000 euros gross, at the NBR exchange rate on the day of payment.
- Best Romanian act: 1,000 euros gross, at the NBR exchange rate on the day of payment.
- Most valuable composition award: 500 euros gross, at the NBR exchange rate on the day of payment.
- Three (3) best musician honorable mentions: 500 euros gross, at the NBR exchange rate on the day of payment.
- Audience award: musical products and services offered by sponsors.



Comments

- Prizes may be cumulative.
- The organizer reserves the right to extend the invitation for taking part in the Jazz in the Park 2026 Festival to more than one band.
- After the end of the final stage of the Competition, the necessary procedures will be carried out between the organizers and the winners, until 1st of November, 2025 at the latest.
- The total financial prizes are worth 27,500 euros (representing the guaranteed fees for the finalist bands, respectively the amounts for the 1st, 2nd, 3rd places, best romanian act, the most valuable composition and the best musician honorable mentions.
- Special prizes will be added during the organization, representing products and services offered by sponsors, respectively concerts at the events/venues of Jazz in the Park partners.
- In the case of bands outside of Romania, the payment of prizes will only be possible after the submission of a Tax Residence Certificate from the country of origin, according to the legislation in force on the date of publication of this Regulation. Given that the issuance of such a certificate can take up to 30 days, we encourage bands to request the tax residence certificate at the time of confirmation of their participation in the competition.

X. FINAL PROVISIONS

The organizers of the International Jazz in the Park Competition reserve the right to televise, broadcast, photograph, film and record on audio-video media all the performances in the event. Audio recordings can be the subject of audio recording to be used in subsequent editions of the project.

XI. PERSONAL DATA PROTECTION

As part of the 2025 International Jazz in the Park Competition project, the FAPTE ASSOCIATION processes your personal data provided directly and through the competition registration form.

The personal data processed are the following: surname, first name, e-mail address, telephone number, home/residence address, identity card series and/or number, social security number, bank details, your position/capacity in relation to the controller (volunteer, member/staff, journalist, guest, artist, representative of a contractor/sponsor/public authorities/institutions, jury, etc.), biometric data – photos, video recordings, social media profile/website.

The legal grounds for the processing of such data are: your prior and explicit consent, the performance of a contract or for the purpose of concluding a contract, for the purposes of the legitimate interests of the competition organizer or a third party, except in cases where the interests or the fundamental rights and freedoms of the natural persons concerned prevail over these interests, as well as in order to comply with a legal obligation or to protect the vital interests of a natural person.

The processing of personal data is carried out with the aim of registering the bands in the competition, awarding prizes, concluding copyright contracts, drawing up participation lists and the like, promoting the events and activities of the Competition. Your refusal determines the impossibility of entering the International Jazz in the Park Competition.



Personal data are kept for the duration of the competition, but not more than 3 years from the end date of the project.

We review the collected data every year, analyzing to what extent their retention is necessary for the stated purposes, your legitimate interests or the fulfillment of legal obligations by the Controller. Data that is no longer needed will be deleted.

The Controller communicates your personal data to public entities/authorities (Inspectorate for Emergency Situations, National Agency for Fiscal Administration, Police, Courts, Prosecutors, City Hall, Local Council, County Council, Ministries, etc.) and other institutions that may claim access to such information under the law.

We do not transmit your data to third countries or international organizations, except in situations where the existing collaboration relationship requires this.

With regard to personal data, you have the following rights:

The right to information – you can request information on the processing of your personal data, on the identity of the controller and its representative or on the recipients of your data;

The right to rectification – you can rectify inaccurate personal data or supplement such data;

The right to data erasure – you can obtain the erasure of data, if their processing was not legal or in other cases provided by the law;

The right to restriction of processing - you can request the restriction of processing if you dispute the accuracy of the data, as well as in other cases provided by the law;

The right to object – you can object, in particular, to data processing based on the legitimate interest of the Controller:

The right to data portability - you may receive, under certain conditions, the personal data you have provided to us in a machine-readable format or you can request that such data be transmitted to another controller;

The right to file a complaint and to address the courts - you can file a complaint against the personal data processing method with the National Supervisory Authority for the Processing of Personal Data and/or you can address the courts for compliance with your rights;

The right to withdraw consent – where the processing is based on your consent, you may withdraw it at any time. The withdrawal of consent will have effects only for the future, the processing carried out prior to the withdrawal will remain valid;

The right not to be subject to automated decisions or additional profiling related to automated decisions: you can ask for and obtain human intervention regarding such processing or you can express your own point of view regarding this type of processing.

To exercise these rights, you can send a written, dated and signed request to the following contact details:

- Surname, first name: Denisa Dan
- Telephone: +40 725.916.000
- E-mail: gdpr@fapte.org
- Correspondence address: Concursul Internațional Jazz in the Park, str. Franz Liszt, nr.28A, ap.2, postal code 400696, Cluj-Napoca, Romania.

We comply with the legal provisions regarding the protection of personal data and implement technical and organizational measures to protect all operations directly or indirectly related to



personal data, which prevent unauthorized or illegal processing, as well as accidental or illegal loss or destruction.

We do not use personal data for automated processing or for profiling. We never make automated decisions about you. We use technical means to store data in secure conditions. We do not process data for secondary purposes incompatible with the purposes for which we collected them.

XII. TERMINATION, MODIFICATION OR CANCELLATION OF THE COMPETITION

The organizer has the right to unilaterally change the implementation of the 2025 International Jazz in the Park Competition, under the following aspects: (1) the number of performances, i.e. by decreasing or increasing it, (2) its venue and/or date, (3) the extent of the competition or the performances, (4) the number of participants (audience) or contestants or (5) the nature of the event and the activities carried out within the event.

Participants understand and accept that with regard to (1) the specific date and venue of the performances, (2) the period of the performances, (3) the artistic activities that can be carried out or (4) regarding other organizational aspects, changes may appear, generated both by the internal organization of the Organizer, and by factors external to the parties (severe weather phenomena, orders of public authorities/institutions, of private entities involved in the events, changes in legislation, limitations imposed by epidemics, diseases, restrictions on the movement of people, risks of spread of diseases or epidemics, force majeure or any other limitations imposed by public or local authorities for security and public health reasons). Such changes will not affect the validity of the commitment assumed by the participants, who irrevocably undertake to comply with the changes made. The Organizer has the right to unilaterally cancel the competition or the performances, in whole or in part, before or during the competition or performances, as well as the right to restrict the participation of the Artist, of one or several band members during any of the competition stages. Such provisions will only be as severe weather phenomena, justified situations such orders authorities/institutions, of private entities involved in the events, changes in legislation, limitations imposed by epidemics, diseases, restrictions on the movement of people, risks of spread of diseases or epidemics, force majeure or any other limitations imposed by public or local authorities for security and public health reasons.

By way of derogation from the rules established above regarding the expenses borne by the Organizer, in situations where there is a change in the commitment, the conditions of the competition (art. 1.1 and art. 1.2) or when the contest or performances are canceled in whole or in part (art. 1.3), the Organizer will not be required to bear any expenses incurred by the Artist, the band or their members in consideration of the contest, as well as any material or moral loss, past, present or future, suffered in this context. In situations where the competition is canceled, the Organizer will be allowed to reschedule it at a later date to be communicated to the contestants.



In situations where the Competition is modified, canceled or prematurely terminated, including in the case of the Organizer's impossibility, for reasons beyond its control, to continue the Competition, the Organizer will not be liable to fulfill any obligation undertaken in relation to the contestants, nor will the Organizer be liable to pay any amount as compensation or the like.

XIII. DISPUTES AND APPLICABLE LAW

Any disputes arising between the Organizer, on the one hand, and the contestants, on the other hand, will be settled amicably or, if this is not possible, the disputes will be settled by the court of competent jurisdiction, in accordance with common law. The applicable law is the Romanian law.

In case of inconsistencies between the Romanian and English texts, the Romanian version of this Regulation will prevail.

CONTACT

For more clarifications or details, you can contact us at competition@jazzinthepark.ro