



# General terms and conditions of the 15th International Mozart Competition Salzburg 2023

The 15th International Mozart Competition Salzburg will be staged by the Mozarteum University Salzburg from 3 February to 16 February 2023:

String quartet category: 3 to 9 February 2023

Voice category: 10 to 16 February 2023

The jury is composed of distinguished personalities from the international music world. The decisions of the jury are final.

## International Mozart Competition Salzburg Voice 10 – 16 February 2023

### 1. Scope of application

These General Terms and Conditions apply to the registration for and participation in the International Mozart Competition Salzburg at the Mozarteum University Salzburg.

By submitting the registration, the applicant agrees to these General Terms and Conditions and is bound by them.

### 2. APPLICATION AND CONDITIONS OF PARTICIPATION

#### 2.1 Application

- (1) Application deadline: 16 September 2022.
- (2) Application is only possible online at <http://www.uni-mozarteum.at/de/kunst/mowe> by way of an electronic form from Spring 2022 onwards.
- (3) A video (audio and video) must be uploaded at the same time when applying online. This video must be received by the competition office no later than the day of the application deadline. By applying, the applicant confirms that all exploitation rights/rights of use and ancillary copyrights associated with the recording (video) belong to him/her or have been obtained. The applicant shall fully indemnify the Mozarteum University Salzburg and hold the Mozarteum University Salzburg completely harmless in this regard.

- (4) The online application must include: passport copy, high-resolution portrait picture as well as the biography in German and English with approx. 1500 characters (Presentation of the artistic development in tabular form).
- (5) Admission to the competition will be decided based on the merits of the submitted video.
- (6) The application documents will remain in the Competition Office.
- (7) Online application must be completed by 16 September 2022 at the latest. The application by underage applicants (in accordance with § 21 Section. 2 Austrian General Civil Code (*ABGB*): "[...] persons who have not yet reached the age of eighteen.") must be carried out by the parent/person with parental authority or legal guardianship.
- (8) The repertoire submitted by the applicant during application is binding. It is not possible to make changes later on!
- (9) By applying, applicants confirm that they will adhere to the specified competition dates. Performance and rehearsal dates cannot be changed due to other, especially private, appointments in the course of the competition.

#### **VIDEO PRELIMINARY ROUND**

##### **To be submitted on the VIDEO:**

- a) An aria by W. A. Mozart (Opera or Oratorio) and/or a song by W. A. Mozart. The aria may not be repeated in the first round.
- b) An aria from the Italian repertoire of the second round.

Please ensure that the video recording is professional and not older than one year. This should be recorded with only one camera without interruption between the pieces and must not be technically reworked/post-edited in any way. Please upload a corresponding explanation together with the video. The form is available for download.

As a matter of principle, it is recommended to use Urtext editions. It is expected that the New Mozart Edition be used for works by W.A. Mozart. <http://www.nma.at/>  
Where relevant, the arias are to be performed with the appropriate Rezitativo accompagnato.

#### **2.2. Conditions of participation**

- (1) People of all nations born in 1990 or younger are eligible to apply.
- (2) If required the organizer provides piano accompanists. Candidates can bring their own piano accompanists if the costs are borne by the candidates themselves.
- (3) It is at the sole artistic discretion of the jury & pre-jury who may/will be admitted to participate in the International Mozart Competition Salzburg. There is no legal claim for participation in the International Mozart Competition Salzburg. Applications that do not meet the requirements of the competition will be rejected.

### **2.3. Application fee**

The **application fee of EUR 100** must be transferred **by 16 September 2022** exclusively by bank transfer to the following account "Universität Mozarteum Salzburg" at Bank Austria (free of charge for the recipient):

BIC: BKAUATWW, IBAN: AT 381100009953258200

The name of the candidate and the reference "Mozart Competition 2023" must be indicated on the pay-in slip/form. No refund of the application fee can be made after the deadline for withdrawal should participation be prevented.

### **2.4. Notification about admission**

Applicants will be notified of admission at the end of October 2022. Admitted applicants from abroad can - if necessary - immediately apply for an entry visa with this confirmation. Applicants are entitled to participate in the competition after timely payment of the application fee and receipt of confirmation of admission.

## **3. ACCOMMODATION**

Participants are responsible for their own accommodation.

Participants whose main or secondary residence is outside of Salzburg and who reach the 2nd round will receive a reimbursement for expenses of EUR 50 per day and person. Students of the Mozarteum University Salzburg are excluded from receiving reimbursement of expenses.

## **4. COMPETITION PROCEDURE AND SEQUENCE**

- (1) Personal registration for admitted candidates is taking place on 10 February 2023 between 9 a.m. and 3 p.m. at the Competition Office of the Mozarteum University Salzburg, Mirabellplatz 1, 5020 Salzburg, upon presentation of a valid official photo ID (passport, ID card, driver's license). The order of appearance will be drawn on 10 February 2023 and is valid for the entire competition. Each candidate draws its own number. Rehearsal rooms are available. The first round of the competition starts on the morning of 11 February. The preliminary appearances are open to the public (it may be necessary to hold the competition without an audience due to SARS-CoV-2 / Covid-19).
- (2) The decisions on the results of the competition are made by the jury and are irrevocable and incontestable. For candidates who have dropped out, counseling sessions with one jury member each will be offered. A master class with one jury member will be offered to the eliminated candidates after the second round.
- (3) The winners will be selected in the final round. The announcement will be made after the final round. International concert representatives and the media will be invited. (Due to SARS-CoV-2 / Covid-19, it may be necessary to react accordingly and to restrict live access).

## 5. PRICES

First Prize: € 15,000.00

Second Prize: € 10,000.00

Third Prize: € 5,000.00

as well as any other special prizes

## 6. WITHDRAWAL

### 6.1. Right of withdrawal after distance selling and information on exercising the right of withdrawal

(1) In the case of online registration and reservation for the International Mozart Competition Salzburg, the right to revoke the contract concluded online exists within fourteen days of the conclusion of the contract without giving reasons.

(2) To exercise the right of withdrawal, the following address must be used:

International Mozart Competition Salzburg of the Mozarteum University Salzburg, Mirabellplatz 1, 5020 Salzburg, Austria or when by email: [mozartwettbewerb@moz.ac.at](mailto:mozartwettbewerb@moz.ac.at)

A clear declaration (e.g. letter, e-mail) about the decision to revoke the concluded contract must be submitted and must be verifiable.

(3) It is necessary to provide an international bank account (including BIC and IBAN) as well as the account holder and the address of the bank.

(4) The declaration of withdrawal is not bound to any specific form, but it is recommended to use the following sample withdrawal form [\[Link form\]](#).

(5) In order to comply with the withdrawal deadline, it suffices to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal deadline.

### Consequences of the revocation/cancellation

If the contract is revoked, all payments already received in connection therewith shall be reimbursed immediately, at the latest, however, within fourteen days of receipt of the notice of revocation - less all transaction costs. The reimbursement will be made to the same instrument of payment that was used to process the payment. However, it is permissible to expressly agree on a different type of reimbursement, but this must not involve costs. For technical reasons, no refunds will be made to credit cards.

### 6.2. Other withdrawal

(1) In case of written withdrawal by 16 September 2022, the registration fee will be retransferred minus all transaction costs. It is necessary to provide international bank details (including BIC and IBAN) as well as the account holder and the address of the bank when withdrawing in writing. For technical reasons, no refunds will be made to credit cards. Proceed as described under point 6.1.

(2) Withdrawal from the competition for personal reasons is possible at any time by sending an informal email to [mozartwettbewerb@moz.ac.at](mailto:mozartwettbewerb@moz.ac.at). A refund of the registration fee is not possible in case of cancellation after the withdrawal deadline (16 September 2022).

### **6.3. Withdrawal in connection with SARS-CoV-2 / Covid-19 or another pandemic**

For withdrawal in connection with SARS-CoV-2 / Covid-19 or another pandemic, point 14 applies.

## **7. DATA PROTECTION**

The Mozarteum University Salzburg collects personal data from applicants for the purpose of processing registration and participation in the International Mozart Competition Salzburg. The Mozarteum University Salzburg complies in particular with the provisions of the Data Protection Act (DSG) General Data Protection Regulation (GDPR). The Mozarteum University Salzburg informs applicants and candidates with the data protection declaration of the International Mozart Competition Salzburg during the online registration in particular about the purpose, type and scope of the collection, processing, use and deletion of personal data required for the processing of the registration and participation in the International Mozart Competition Salzburg, as well as your rights pursuant to Data Protection Act (DSG) and the General Data Protection Regulation (GDPR).

## **8. GRANT OF RIGHTS**

- (1) All events and competitions of the International Mozart Competition Salzburg that are held in analog or digital format can be recorded by the Mozarteum University Salzburg itself and/or by third parties to whom the Mozarteum University Salzburg has granted permission to do so.
- (2) The recordings may be used for broadcasting purposes (radio, television) and for online media in whole, in part and/or in excerpts, live and/or time-delayed, also on individual request, regardless of the type of receiving device, and be made publicly available. Other broadcasters in Austria and abroad who are authorised to do so may use these recordings simultaneously and/or with a time delay different times.
- (3) The Mozarteum University Salzburg reserves the right to distribute or have distributed contributions to events in sound and/or audio-visual form, itself and/or through third parties authorised to do so, on analogue and/or digital sound/image/image-tone data carriers including online platforms and social media, in all formats or processes known today and in the future, in particular without restriction in terms of content, time and space (territorial), including any extension of the term of protection.
- (4) Furthermore, the candidates of the International Mozart Competition Salzburg expressly agree to cooperate free of charge with recordings for the purposes of documentation, current reporting and advertising for the Mozarteum University Salzburg and to grant all rights associated therewith to the Mozarteum University of Salzburg, unlimited in terms of content, time and space (territorial), including any extension of the term of protection.
- (5) The candidates of the International Mozart Competition Salzburg agree that they may be photographed in the context of the competition and that these photographs may be used by the Mozarteum University Salzburg as well as by sponsors of the event without restriction and without further remuneration for publication in the media as well as for press and public relations work without restrictions in terms of content, time and space (territorial).
- (6) By registering for the International Mozart Competition Salzburg, the candidates agree to the recording, publication and archiving of the above-mentioned contributions in all formats or processes known today and in the future, as well as to the granting of rights associated therewith, without any restrictions in terms of content, time and space (territorial), including any extension of the term of protection. The candidates are not entitled to any remuneration.
- (7) If a member of the Quartet has been legally appointed as a joint \*common representative\* of the Quartet in accordance with Section 72 (2) Austrian Copyright Act (*UrhG*) and is thus authorised to represent the Quartet, this person authorised to represent the Quartet guarantees that all members of the Quartet have consented to the

granting of the ancillary copyrights and exploitation rights and shall indemnify and hold the Mozarteum University Salzburg harmless in this regard.

## **9. HOUSEHOLDER'S RIGHTS**

### **9.1. House rules**

All candidates for the International Mozart Competition Salzburg are subject to the house rules of the Mozarteum University Salzburg (available on the website of the Mozarteum University Salzburg under <https://www.uni-mozarteum.at/de/university/intern/index.php>).

### **9.2. Safety and hygiene concept as well as instructions from the safety officer**

The current safety and hygiene concept regarding SARS-CoV-2 / Covid-19 of the Mozarteum University Salzburg (available on the website under <https://www.uni-mozarteum.at/en/university/corona.php>) must be observed and the instructions of the security officer and the staff of the Mozarteum University Salzburg must be followed.

## **10. Liability**

Participation in the International Mozart Competition Salzburg at the Mozarteum University Salzburg is at the participant's own risk. Candidates are liable for any damage they cause. The Mozarteum University Salzburg is not liable for damages unless it is based on intent or gross negligence.

## **11. INSURANCE**

All candidates for the International Mozart Competition Salzburg must have health, accident and liability insurance. The Mozarteum University Salzburg accepts no liability whatsoever in the event of accidents or theft of any kind, damage or loss of personal belongings of the candidates.

## **12. SPECIAL PROVISIONS FOR UNDERAGE CANDIDATES**

- (1) The person with parental authority (parent) or legal guardian who concludes the contract for participation in the International Mozart Competition Salzburg on behalf of the underage candidate, declares his/her consent that the Mozarteum University Salzburg will not exercise any supervision over the underage candidate. This applies in particular to behaviour immediately before the start of the auditions/performances or after their end and outside the premises in which the auditions/performances are held. Every registration of a minor candidate requires a parental declaration signed by the parent /legal guardian.
- (2) The parent/legal guardian is liable for damage caused by the underage candidate. The parent/legal guardian shall also indemnify and hold harmless the Mozarteum University Salzburg from and against all claims for damages asserted by the underage candidate.

## **13. ANTI-DISCRIMINATION**

The Mozarteum University Salzburg, and thus the International Mozart Competition Salzburg, adheres to the zero-tolerance principle with regard to discrimination. Any kind of discrimination - be it on the basis of gender, sexual orientation, age, religion or belief or ethnicity - will not be accepted and may lead to exclusion from the competition.

## **14. SARS-COV-2 / COVID-19-PANDEMIC**

### **14.1. Participation and procedure**

The current rules and regulations of the University Mozarteum Salzburg regarding SARS-CoV-2 / COVID-19 can be found on the website of the Mozarteum University Salzburg under „Information Covid-19“ (<https://www.uni-mozarteum.at/de/university/corona.php>) and are an integral component of the General Terms and Conditions.

- (1) Participation in the International Mozart Competition Salzburg as well as the stay in the premises of the Mozarteum University Salzburg is at the participant's own risk. The participation of persons who belong to a SARS-CoV-2 / Covid-19-risk group is unequivocally the discretion and responsibility of the respective person, the Mozarteum University Salzburg cannot take any increased safety and protective measures in this regard. In case of doubt, the Mozarteum University Salzburg advises to refrain from participation.
- (2) The requirements of the current safety and hygiene concept of the Mozarteum University Salzburg - whereby a specific safety and hygiene concept may apply to the International Mozart Competition Salzburg - must be complied with unreservedly.
- (3) According to §5 (11) of the house rules of the University Mozarteum Salzburg (MBL of 10/12/2101, 2nd part), the rectorate can take measures to prevent and protect the health of the members of the university as well as third parties, and in this context also impose access restrictions. Especially in connection with the notifiable infectious disease COVID-19, the rectorate can impose measures, such as wearing a suitable protective mask, hygiene rules, distance regulations, the submission of appropriate proof (proof of vaccination with a vaccine approved by the EMA, proof of recovery, proof of a negative test, in accordance with the currently applicable legal, official and university regulations) in connection with an official photo ID, as well as the specification or recording of contact details in order to be able to trace chains of infection if necessary. The instructions given by the persons listed in Section 2, Paragraph 2 of the House Rules must be followed immediately; otherwise, they can issue immediate removal from the university premises.
- (4) Entering the premises of the Mozarteum University Salzburg with SARS-CoV-2 / Covid-19-symptoms or a SARS-CoV-2 / Covid-19-infection is prohibited.  
(<https://www.sozialministerium.at/Themen/Gesundheit/Uebertragbare-Krankheiten/Infektionskrankheiten-AZ/Neuartiges-Coronavirus.html>)
- (5) Persons who develop symptoms during the competition must go home immediately. The safety officer of the Mozarteum University Salzburg must be informed verifiably (proof be readily available) of this. The current guidelines of the Mozarteum University Salzburg (<https://www.uni-mozarteum.at/de/university/corona.php>) must be complied with unreservedly.
- (6) Violations, in particular of the current safety and hygiene concept of the Mozarteum University Salzburg, of legal and official regulations, but also failure to follow the instructions of the staff of the Mozarteum University Salzburg may result in irrevocable exclusion from further participation in the International Mozart Competition Salzburg. There will be no reimbursement of costs or reimbursement of amounts already paid.
- (7) Due to the SARS-CoV-2 / Covid-19-situation, it may be necessary for the selection appearances/concerts/award ceremonies to take place without a live audience.

### **14.2. Withdrawal and cancellation**

#### **14.2.1. Cancellation of the International Mozart Competition due to SARS-CoV-2 / Covid-19**

If parts or the entire International Mozart Competition Salzburg are cancelled by the Mozarteum University Salzburg before the start of the International Mozart Competition Salzburg in consequence of legal requirements or official directives, protective measures taken by the Mozarteum University Salzburg or other reasons in connection with SARS-

CoV-2 / Covid-19, any amounts already paid will be refunded. The reimbursement will be made to the same instrument of payment that was used to process the payment.

#### **14.2.2. Withdrawal from participation in the International Mozart Competition Salzburg due to an official travel warning**

- (1) If a person cannot or does not want to take part in the International Mozart Competition Salzburg due to an official travel warning in connection with SARS-CoV-2 / Covid-19 of his/her respective home country for Austria and/or the city of Salzburg, the person may submit an application for withdrawal from participation in the International Mozart Competition Salzburg:

Prerequisites:

- a) The person is staying in a country outside of Austria at the time of submitting the application for withdrawal.
  - b) At the time of the application, there is a valid official travel warning for Austria and/or Salzburg (a warning is issued before travelling to Austria/Salzburg).
  - c) A clear declaration (e.g. letter, email to the International Mozart Competition Salzburg of the Mozarteum University Salzburg, Mirabellplatz 1, 5020 Salzburg, Austria or by email: [mozartwettbewerb@moz.ac.at](mailto:mozartwettbewerb@moz.ac.at)) of the decision to withdraw from the International Mozart Competition Salzburg has been received.
- (2) If the above-mentioned points are verifiably true, payments already received will be reimbursed immediately, but no later than fourteen days from receipt of the rescission notice (letter of withdrawal), less all transaction costs. The reimbursement will be made to the same instrument of payment that was used to process the payment. However, it is permissible to expressly agree on a different type of reimbursement, but this must not involve costs. For technical reasons, no refunds will be made to credit cards.
  - (3) In the event of withdrawals due to an official travel warning in connection with SARS-CoV-2 / Covid-19, which occur in a longer period than 1 month before the start of the International Mozart Competition Salzburg or in a shorter period than three days before the start of the International Mozart Competition Salzburg, there is no entitlement to a refund.
  - (4) In the event of a cancellation or withdrawal, there is no entitlement to reimbursement of expenses such as travel costs, accommodation costs, lost profits or the like.
  - (5) The candidates are aware of the current uncertainty due to the Corona Pandemic and this was included in the business basis.

#### **14.3. Other**

- (1) The Mozarteum University Salzburg cannot be held liable for infections in connection with SARS-CoV-2 / Covid-19 or for possible consequential damages in connection with SARS-CoV-2 / Covid-19.
- (2) The Mozarteum University Salzburg reserves the right to adapt these provisions depending on the situation, even at short notice, in order to comply with legal and official requirements.
- (3) Point 14 of the General Terms and Conditions of the 15th International Mozart Competition Salzburg 2023 applies equally to any other type of epidemiological or pandemic infectious occurrence.

#### **15. SEVERABILITY CLAUSE**

If individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the other provisions of these General Terms and Conditions. The invalid provision shall be replaced by such a substitute provision which comes as close as possible to the purpose of the intended provision.

## **16. APPLICABLE LAW, PLACE OF JURISDICTION**

- (1) All disputes arising from or in connection with the business relationship, shall be governed by Austrian law, excluding the norms of international private law and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from or in connection with the business relationship shall be the court competent of jurisdiction in the city of Salzburg, Austria.
- (2) In the event of any ambiguities and/or contradictions between the German and the English text of the General Terms and Conditions of the International Mozart Competition Salzburg of the Mozarteum University Salzburg, the German text is deemed to be legally binding.