

## **Libretto-Competition**

organised by netzzeit Vienna, Luzerner Theater and OperaGenesis ROH2, Royal Opera House, London

**Opera buffa based on Haruki Murakami's "The Bakery Attack" and "The Second Bakery Attack"**

### **Terms and Conditions of the Competition**

#### **1. General**

netzzeit Vienna, Luzerner Theater and OperaGenesis ROH2 London (hereinafter called the organisers) are planning to commission an opera buffa based on „The Bakery Attack“ and „The Second Bakery Attack“, two short stories by Haruki Murakami. The organisers invite submissions of a libretto for the planned opera buffa.

#### **2. Eligibility**

All natural persons having submitted a libretto until 23 May 2007 (date as postmarked) according to the specifications of the competition in five copies as well as the submission form, duly completed and signed, shall be eligible to participate in the competition.

#### **3. Submission of entries**

Einreichungen können ausschließlich per Post an die folgende Adresse erfolgen:

netzzeit  
P.O. Box 7  
A 3400 Klosterneuburg  
Austria

#### **4. Decision by the jury**

The jury is obliged to award at least two of the prizes offered by 28 September 2007. If the jury decides to award only two prizes, the organisers are not obliged to pay out the third prize not awarded by the jury. The offer of the prize not awarded shall thus become null and void. Decisions by the jury shall be final and cannot be appealed against.

#### **5. Acceptance of the prize / Rights and obligations**

Upon acceptance of the prize, the winner shall assume the following rights and obligations:

##### **5.1. Rights**

**5.1.1.** The winner shall be entitled to having the prize money transferred to the bank account indicated by 31 December 2007, at the latest.

**5.1.2.** The winner shall have the right to have his/her name mentioned on the competition website [www.operalibretto.org](http://www.operalibretto.org) equally, the winner shall have the right to refuse permission of the mention of his/her name.

##### **5.2. Obligations**

**5.2.1.** The winner agrees to the libretto submitted being set to music for the purpose of publication (in print) and public performance of the work.

**5.2.2.** Agreement shall be deemed to have been given also if the composer and/or the organisers decide not to carry out their joint project or if the organisers contract another composer to set the libretto to music.

**5.2.3.** The winner agrees to conclude an author's contract with Misato Mochizuki's publishers (Breitkopf & Härtel) and/or the publisher of another composer contracted by the organisers according to Item 5.2.2. on the terms and conditions commonly applied in the publishing business.

##### **5.3. Special provisions**

As a matter of principle, the winner agrees to co-operate with the composer in the process of composition and to further elaborate and/or modify the libretto in agreement with the composer and the leading team of the production.

For work carried out within this framework, a gross lump-sum fee of € 3,500.–, plus reimbursement of travel expenses (travel costs, hotel accommodation, per diems), shall be payable to the winner, subject to prior agreement.

#### **6. Production**

The winner shall have no claim to his/her libretto being set to music and/or, if the libretto is set to music, to its theatrical production. The organisers intend and plan to perform the work, but their contractual relation with the winner provides for the right to abstain from implementing their project.

The decision as to whether the libretto is to be set to music shall be taken after conclusion of the competition in agreement with the composer and the leading team. The decisions of the jury shall be taken as an essential basis, but do not bind the organiser to have the libretto set to music and to go ahead with the production.

#### **7. Concluding provisions**

**7.1.** The documents submitted shall pass into the ownership of the organisers.

**7.2. Copyright** All intangible rights to the libretti submitted shall remain with the authors, unless they have been explicitly ceded through the contract with the publisher or the terms and conditions of the competition.

**7.3. Pen names/pseudonyms** The submission of texts under pen names/pseudonyms shall be permitted. If submissions are made under pen names, the entrants shall disclose their real names to the organisers, if awarded a prize. The organisers undertake to not to disclose the entrant's real name to third parties and to the public, if so requested.

#### **8. Exclusion of the right to take legal action**

Legal action shall be excluded with regard to the award of prizes by the jury. In the event of disputes arising over compliance with the terms and conditions of the competition, the competent court of Vienna shall have jurisdiction. Austrian law shall apply.