

## REGULATIONS

### of the 11th International Animated Film Festival and Competition ANIMATOR \ 2018 in Poznań

#### ARTICLE 1. GENERAL PROVISIONS

1. The International Animated Film Festival and Competition ANIMATOR is held on July 6-12, 2018 in Poznań, Poland.
2. The Animated Film Festival and Competition ANIMATOR 2018 is organized by Estrada Poznańska, located at ul. Maształarska 8 in Poznań (61-767), entered into the Register of Cultural Institutions under no. RIK VII, NIP (Tax Identification No.): 7770002010, REGON (Business Statistical No.): 000279730. The Festival's main sponsor is the City of Poznań. The Animated Film Competition ANIMATOR 2018, organized by Estrada Poznańska, is further referred to as the Competition.
3. For more information about the Festival, please visit the Festival's website: [www.animator-festival.com](http://www.animator-festival.com).

#### ARTICLE 2 COMPETITION STATUTORY REQUIREMENTS

1. Art schools, film schools, production companies, film institutions, independent artists and other entitled entities may submit films to the Competition. The entity submitting a film to the Competition is further referred to as the Entrant. In order to participate in the Competition, the Entrants are required to complete a film entry form. In the event the form is incomplete, the Entrant will have 7 days from being notified by the Organizer on this issue to complete the missing data.
2. The following films may be submitted to the Competition:
  - a / short animated films created in any animation technique, up to 30 minutes, completed after December 31, 2015.
  - b / feature animated films created in any animation technique, over 40 minutes, completed after December 31, 2015.
3. Films entered into any previous Animator Competition may not be submitted again.
4. Animated series, trailers and commercials may not be submitted to the Competition.
5. Following the decisions of Selection Board, Festival Art Director nominates submitted films for competition screening. Art Director has also the right to select films to the Competition outside the Selection Board. In this case, Art Director invites the producer or creator to submit a film to the

Competition. If the said invitation is accepted, and all formalities are met by the producer or creator, the film is qualified to enter the Competition.

### ARTICLE 3 COMPETITION SELECTION

1. The selection of competition films is restricted to films submitted on time and on the terms defined by these Regulations.
2. For a film to be accepted for selection it is obligatory to meet the following requirements:
  - complete online film entry form at [www animator-festival.com](http://www animator-festival.com), including uploading min. 3 film stills of good quality (min. 300 dpi), brief film synopsis (max. 1,000 characters), biographical notes (min. 500 characters, max. 1000 characters), the director's photo (min. 300 dpi) and digitalised dialogue list in English.
  - upload a high quality digital video file to competition FTP server:

FTP Username: [competition@animator-festival.com](mailto:competition@animator-festival.com)

FTP Server: <ftp.animator-festival.com>

Password: AnimatorFestival

FTP & explicit FTPS port: 21

Or downloadable film link via WeTransfer, Dropbox, Vimeo, etc. to [competition@animator-festival.com](mailto:competition@animator-festival.com) .

The Organizer reserves the right to reject a film for the Competition due to its unsatisfactory technical quality.

In the event the Entrant fails to meet the deadline or the entry form is not duly completed, the Organizer is not obliged to admit the film for selection.

3. The Festival does not charge any fees for film submission. The Entrant covers the cost of submitting the film, including the cost of sending a preview tape. Preview tapes will not be returned but they will be archived.
4. The deadline for filing entry forms and materials for competition selection is February 26, 2018.

5. The Entrant bears full responsibility for the submitted film. The Entrant warrants that the film is original and free of any legal defects and it does not infringe any third-party rights, in particular that the Entrant holds any ownership, personal and economic rights to the film and its individual components. In the event it emerges that the Entrant did not hold the aforementioned rights, he/she will be obliged to remedy the Organizer for any damage resulting therefrom and to satisfy any third-party claims for the violation of their rights, in particular copyrights. In the event a third party takes legal action against the Organizer for the violation of any rights to the film, in particular copyrights or personal rights, the Entrant will cover the costs of court representation, court fees and he/she will pay any damages awarded or costs of amicable settlement.

6. In the event the film is not accepted to the Competition, the Entrant grants the Organizer the right (licence) to screen the film twice during the Festival as part of a special section of non-competitive films (Animator without selection) preceding the Festival. The license is free, non-exclusive and unlimited territorially. The films will be presented with English subtitles. Viewers of non-competitive screenings will choose one film to be admitted to the Competition. The Organizer will announce the list of films selected for non-competitive screenings not later than 10 days before the Festival.

7. The selection requirements do not concern thematic sections and special screenings at the Festival.

#### ARTICLE 4 COMPETITION

1. The Entrant will be given notice on the film's admission to the Competition by e-mail, fax or post at least 30 days prior to the commencement of the Festival. The Organizer will contact only those Entrants whose films have been qualified to participate in the competition screenings. Festival Selection Board is not obliged to justify their selection decisions. A shortlist of films will be compiled and published on the website [www.animator-festival.com](http://www.animator-festival.com) not later than on June 4, 2018.

2. After receiving information about the film's admission to the Competition, the Entrant is obliged to send a competition film copy within 7 days, but not later than by June 4, 2018 to the address: [competition@animator-festival.com](mailto:competition@animator-festival.com) (in the case of digital copies) or to the address of the ANIMATOR Festival Office:

Estrada Poznańska  
Ul. Masztalarska 8  
PL 61-767 Poznań  
POLAND

Failure to send the film festival copy within the above deadline will result in rejection of the film from the Competition.

3. The following data storage media are accepted for the competition screenings:

- DCP (the preferred option)
- high-quality digital video file

Resolution:

4: 3 PAL 768x576 (square pixel)

16: 9 PAL 1024x576 (square pixel)

HD 1280x720

Full HD 1920x1080 (or higher)

Codec:

MP4, MOV (H.264)

Subtitles:

- subtitles should be burned onto the video (burned in subtitles)

Additional notes:

- digital copies cannot contain interlacing

4. The festival copy should be send on the same medium as the submitted one, in an ideal technical condition. Screening and festival copies must be subtitled in English. Entrants from outside Poland are required to provide the Organizer with a list of English subtitles needed to prepare Polish subtitles for the film.

5. The author is obliged to hold copyrights to the music used in the film.

#### ARTICLE 5 PRIZES

1. The International Competition Jury appointed by the Organizer will award the following prizes:

a/ GRAND PRIX / Golden Pegasus / PLN 45 000 gross - for film director

2nd Prize / Silver Pegasus / PLN 25 000 gross - for film director

3rd Prize / Bronze Pegasus / PLN 15 000 gross - for film director

b / SPECIAL PRIZES

- prize for music film/music / PLN 10 000 gross - for film director, if the International Jury determines that it is a prize for a music film; or for film score composer, if the International Jury determines that it is a prize for the film music

- prize for feature film of PLN 45 000 gross – PLN 22 500 gross for film director and PLN 22 500 gross for film producer

- prize of the Rector of the University of Arts in Poznań for student film - film director

2. Wojciech Juszczak Award for Special Artistic Merit in the amount of PLN 5 000 gross - for film director and the Audience Award for film director of the best short film and feature film.

3. The jury may, in special cases, award prize to a person other than the film director. The jury's decisions are final and indisputable. Jury members are not required to justify their decisions.

4. Individual prizes not included in the Regulations, funded by private persons, institutions and organisations, may be awarded after an agreement with the Organizer and in accordance with the verdict of the International Competition Jury.

5. The award is, in principle, paid in Polish zlotys. The awarded prize will be subject to tax deductions, in line with the provisions of international agreements on avoidance of double taxation to which Poland is a party. The prize will be paid after the appropriate deductions. The prize can be converted to USD or EUR, where the winner's bank does not accept money in Polish currency. The winner is obliged to send back, in electronic form, within 7 days of its receipt, a completed declaration form received from the Organizer, to the following address: [competition@animator-festival.com](mailto:competition@animator-festival.com). The declaration must present information on the currency in which the prize is to be paid: USD, EUR or PLN. The prize will be converted into the currency stated in the declaration at the average exchange rate of NBP applicable on the date of the verdict. If the winner's bank does not accept money in the currency specified in the declaration, the winner will pay any bank fees and commission. The prize will be paid into bank account within 2 months from the date the Organizer receives a correctly completed declaration referred to above.

6. The Festival Organizer wishes to have the right to non-exclusive distribution of award-winning short films in the form of a DVD release entitled "Animator 2018 - AWARDED FILMS".

Any fees will be agreed during discussion following the Festival. In the event the expectations relating to the licence fee are higher than the financial possibilities of the Organizer, the film rights will not be purchased. However, if the parties reach a settlement, they will conclude an agreement on the transfer of copyrights, the form of which will be sent to the film's producers by the Organizer following the Competition. Acquisition of rights to distribute the film depends on the will of the Organizer, and this provision in no way constitutes legal basis for the winner to make any claims against the Organizer, in particular financial claims or claims for the conclusion of a distribution agreement.

#### ARTICLE 6 SHIPMENT, INSURANCE AND RETURN OF FILMS

1. The Entrant covers transport costs of submitted to selection preview copies, competition films (competition copies) and any other shipment costs. The Entrant is responsible for all customs costs outside Poland. The Entrant is obliged to observe customs regulations related to film transport. A pro-forma invoice amounting to max. EUR 5 should be attached to all non-EU film shipments. Packages should be provided with the following sentence "For cultural purposes only - no commercial value".
2. DCP drives, constituting competition copies, will be returned at the Organizer's expense within 2 weeks from the closing date of the Festival to the Entrant's address. Any changes in the return address must be notified to the Organizer not later than one week before the commencement of the Festival. The Organizer is not responsible for any damages resulting from giving a wrong address. The Festival is obliged to return the competition copy in a condition not worse than due to a standard use.
3. The Festival Organizer takes out insurance for the DCP competition film copies against any damage, theft or third-party liability during the time they are in the Organizer's possession. The Festival Organizer is responsible for the security of competition film copies from the moment of receiving them from a transport company until their re-submission to the transport company. The Organizer's responsibility for damage or loss of competition copies is limited to the cost of making a new copy at the applicable laboratory rates in Poland (a standard copy).
4. Damage of the competition copy must be reported to the Festival Office in writing within one month from the date of its return and before the next screening at another Festival. Failure to report damage within the period specified in the preceding sentence results in excluding the responsibility of the Organizer for the competition copy.

#### ARTICLE 7 PERSONAL DATA

1. The Entrant, by joining the Competition, consents to his/her personal data being processed as referred to in paragraph 2 below. Personal data in the Competition are controlled by the Organizer, i.e. by Estrada Poznańska, located at ul. Masztalarska 8 in Poznań (61-767), entered into the Register of Cultural Institutions under no. RIK VII, NIP (Tax Identification No.): 7770002010, REGON (Business Statistical No.): 000279730.
2. The processing includes data listed on the entry form. In the form, the Entrant provides, in addition to his/her data, information on the film's director, author, music producer and distributor. The Entrant represents that he/she obtained the consent of the above persons to provide the said data, and informed them of the purpose for which the data is to be used and who the data controller is. The processing of personal data includes the following:

name and surname/business name,  
address,  
e-mail address,  
telephone number.

3. The Organizer may process personal data in order to qualify the film for the Competition, screen the film, identify the winners and award prizes and to transmit information about the next editions of the Competition and other activities undertaken in the framework of the Animator Festival. This information is not of commercial nature.

4. Providing personal data is voluntary, and the Entrant is entitled to inspect his/her data and correct them.

#### ARTICLE 8 SCREENINGS

1. By entering the Festival, the Entrant grants a royalty-free, non-exclusive, territorially unrestricted license to the Organizer to use the film by public screening in the framework of the Competition. Competition films may be shown not more than four (4) times during the Festival. The Entrant undertakes not to withdraw the film from the Festival following competition selection.

3. The Entrant grants a non-exclusive, royalty-free, time and territory unlimited license to the Organizer to use promotional materials (film description, film stills, biographical notes about the creators, etc.) delivered for Festival publications (printed material, Festival website, social media, press releases, etc.) and for the Festival promotion in media. The Organizer reserves the right to use the promotional material both during and after the Festival, whereas the Entrant represents that he/she holds all rights to these promotional materials. In the event any party makes claims against the Organizer related to the said promotional materials, the Entrant is required to indemnify the Organizer from any liability in this regard.

4. The Entrant grants a non-exclusive, royalty-free, time and territory unlimited license to the Organizer to use parts of the film freely selected by the Organizer (trailers or max. 2-minute long film parts/20% of the film duration) in all promotional activities related to the Festival, i.e. printed material, Festival website, social media, press releases, Internet, media (radio, television, cinema, etc.).

5. Producers of awarded films grant their non-exclusive, royalty-free, time and territory unlimited license to the Organizer to arrange 10 (ten) screenings of films as part of domestic and international tour of "Animator 2018" presenting the Competition winners following the Festival. Additional screenings require a written consent of the producer.

6. Additional screenings and TV presentations of awarded films will be held under separate agreements.

7. In any case, where these Regulations refer to the granting of a film license it is provided in the following fields of use:

- the right to public performance, broadcasting, screening, display of the film (in theatres, community centres, etc.)

#### ARTICLE 9 GUESTS

The Organizer covers the costs of accommodations during the Festival for selected filmmakers of shortlisted films, eminent artists, press representatives, distributors, producers, and other guests dealing with film animation. Filmmakers selected for the Competition arrive to Poznań at their own expense. The Organizer covers accreditation and accommodations in Poznań during the Festival for 2 days for one person of the crew of a shortlisted film. The Organizer will provide accreditation for the creators of the films selected for non-competitive screenings.

#### ARTICLE 10 FINAL REMARKS

1. Submitting a film for the Festival is tantamount to accepting these Regulations.
2. The Festival Organizer is not responsible for violation of any third-party rights due to the use of submitted films, unless such violation is attributable to the Organizer.
3. The Organizer decides on all issues not covered by these Regulations.
4. In the event of any doubt, Polish version of the Regulations is the binding version.
5. Any disputes arising in connection with these Regulations will be governed by Polish law and the dispute will be settled by courts in Poznań.
6. The Organizer has the right to change these Regulations.