

## REGULATIONS

### of the International Animated Series Competition ANIMATOR \ 2023 in Poznań, Poland

#### ARTICLE 1. GENERAL PROVISIONS

**1. The International Animated Film Festival and Competition ANIMATOR is held on June 21 – July 02, 2023 in Poznań, Poland (June 21-25, 2023 live screenings in the cinema/outdoor venues, June 26-30, 2023 online screenings and July 01-02, 2023 awarded films screenings in the cinema venue).**

The festival will have a hybrid character - screenings or festival events will take place both in the cinema venue and online.

2. The Animated Film Festival and Competition ANIMATOR 2023 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 Series Competition ANIMATOR 2023, 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. ANIMATED SERIES COMPETITION STATUTORY REQUIREMENTS

1. Film distributors, production companies, film institutions, independent artists and other entitled entities may submit feature films to the Competition. The entity submitting a film to the Animated Series Competition is further referred to as the Entrant. In order to participate in the Animated Series Competition, the Entrants are required to complete a film entry form through FilmFreeway submission platform. 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. Single episodes of TV and web animated series (including TV specials, pilot episodes, mini-series episodes & TV films) created in any animation technique (min. 51% of the film duration has to be animated), completed after December 31, 2020 may be submitted to the Animated Series Competition.**

3. Only TV and web series/TV and web films may be submitted to the Animated Series Competition. In the description of the entry/submission form, the Entrant should prove that the submitted episode is part of a larger project (it is not an 'ordinary' short film) – meaning: the submitted episode is part of an assumed (pilot / special episodes) or already existing series.

**4. To the Animated Series Competition only one episode per TV or web animated series may be submitted.**

5. Following the decisions of Selection Board, Festival Artistic Director nominates submitted animated series episode for competition screening. Artistic Director has also the right to select animated series episode to the Competition outside the Selection Board. In this case, Artistic Director invites the producer or creator to submit animated series episode to the Competition. If the said

invitation is accepted, and all formalities are met by the producer, distributor or creator, the animated series episode is qualified to enter the Competition.

### ARTICLE 3. ANIMATED SERIES COMPETITION SELECTION

1. The selection of competition animated series is restricted to series episodes submitted on time and on the terms defined by these Regulations.

2. For animated series episode to be accepted for selection it is obligatory to complete online entry/submission form on ANIMATOR Festival profile at FilmFreeway submission platform, upload a Full HD (1920x1080) digital video file (MP4, MOV – file size: up to 1 GB) and also including uploading min. 3 film stills of good quality (min. 300 dpi), brief animated series synopsis (max. 1,000 characters), the animated series episode director's biographical notes (min. 500 characters, max. 1000 characters), the director's photo (min. 300 dpi) and digitalised dialogue list in English.

3. The Festival does not charge any fees for animated series submission.

**4. The deadline for filing entry forms and materials for animated series competition selection is February 20, 2023.**

5. The Entrant bears full responsibility for the submitted animated series episode. The Entrant warrants that the series episode 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 series episode 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 animated series, 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.

### ARTICLE 4. ANIMATED SERIES COMPETITION

1. The Entrant will be given notice on the animated series episodes admission to the Competition by e-mail at least 30 days prior to the commencement of the Festival. The Organizer will contact only those Entrants whose animated series have been qualified to participate in the competition screenings. Festival Selection Board is not obliged to justify their selection decisions. A shortlist of competition animated series episodes will be published on the website [www.imator-festival.com](http://www.imator-festival.com) not later than on May 12, 2023.

2. After receiving information about the animated series admission to the Competition, the Entrant is obliged to send a competition series episode copy within 7 days, but not later than by May 19, 2023 to the address: [office@imator-festival.com](mailto:office@imator-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

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Failure to send the competition series episode copy within the above deadline will result in rejection of the animated series from the Competition.

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

- DCP + high-quality digital video file
- high-quality digital video file

Resolution:

Full HD 1920x1080 (or higher)

Codec:

MP4, MOV (H.264)

Subtitles:

- ATTENTION: please send separate SRT file with English subtitles for the animated series episode

4. Competition screenings will take place at the cinema venue and online - on a special, secured, remote festival streaming platform equipped with a geoblock (for Poland territory) and appropriate DRM protection.

5. The festival copy should be send on the same medium as the submitted one, in an ideal technical condition. **Preview copies must be subtitled in English.** Festival copies should be sent without burned-in subtitles 'clean version' – matching English subtitles for festival screening copies should be sent as SRT file (for MP4 or MOV digital video file) or as a subtitle supplement (for DCP copy). Entrants from outside Poland are required to provide the Organizer with a list of English subtitles needed to prepare Polish subtitles for the animated series episode.

6. The author is obliged to hold copyrights to the music used in the series episode. Article 3 clause 5 of the Regulations shall apply accordingly. Article 3 clause 5 of the Regulations shall apply accordingly.

## ARTICLE 5. AWARDS

1. The International Animated Series Competition Jury appointed by the Organizer will award the prize for best animated series of PLN 5 000 gross for the animated series episode director.

2. Within the Animated Series Competition the Audience Award for series episode director of the best animated series and Kids Jury Award for series episode director of the best animated series (granted by the Kids Jury) will be awarded.

2. The jury may, in special cases, award prize to a person other than the series episode 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. The Organizer reserves the right to change the number and amount of festival prizes.

5. The award is, in principle, paid in Polish zlotys (PLN). 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, via Post Office and in electronic form, within 14 days of its receipt, a completed & signed declaration form received from the Organizer, to the following address: ANIMATOR Festival Office, Estrada Poznańska, Masztalarska 8, PL 61-767 Poznań, Poland and e-mail address: [office@animator-festival.com](mailto:office@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 preceding the payment of the prize (making a transfer). 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.

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

1. The Entrant covers transport costs of competition series episodes (festival 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 series episodes 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 (HDD/SSD), 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 (HDD/SSD drives) 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 animated series for the Competition, screen the series episode, 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 animated series episode by public screening (at the cinema venue and online) in the framework of the Competition. Online screenings will take place on a special, secured, remote festival streaming platform equipped with a geoblock and appropriate DRM protection. Competition series episodes may be shown not more than three (3) times at the cinema and one (1) time online (24 hour access) during the Festival. The Entrant undertakes not to withdraw the animated series episode from the Festival following competition selection. All competition series episodes will be available on a special, secured, digital video library of competition films as part of the Animator 2023 Festival. Access to the digital video library will be available only to accredited festival guests and festival ticket holders in the period 21-30.06.2023.

2. The Entrant grants a non-exclusive, royalty-free, time and territory unlimited license to the Organizer to use promotional materials (series 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.

3. The Entrant grants a non-exclusive, royalty-free, time and territory unlimited license to the Organizer to use excerpts from the series episodes (trailers or up to 10 sec. excerpt) in all promotional activities related to the Festival, i.e. printed material, Festival website, social media, press releases, Internet, media (radio, television, cinema, etc.).

4. Producers of awarded series episodes grant their non-exclusive, royalty-free, time and territory unlimited license to the Organizer to arrange 10 (ten) screenings of films (at the cinema venue and/or online) as part of domestic and international tour of "Animator 2023" presenting the Competition winners following the Festival. Additional screenings require a written consent of the producer.

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

6. In any case, where these Regulations refer to the granting of a series episode 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

As a rule, 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. The Organizer will provide accreditation for the directors (or one film crew member) of competition films.

#### 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.