

REGULATIONS

of the International Animated Feature Film 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. 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. The Festival's main sponsor is the City of Poznań. The Animated Feature Film 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.imator-festival.com.

ARTICLE 2. FEATURE FILM 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 Feature Film Competition is further referred to as the Entrant. In order to participate in the Animated Feature Film 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. **Feature animated films created in any animation technique (min. 51% of the film duration has to be animated), over 40 minutes, completed after December 31, 2020 may be submitted to the Feature Film Competition.**
3. Films entered into any previous Animator Competition may not be submitted again.
4. Following the decisions of Selection Board, Festival Artistic Director nominates submitted films for competition screening. Artistic Director has also the right to select films to the Competition outside the Selection Board. In this case, Artistic 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, distributor or creator, the film is qualified to enter the Competition.

ARTICLE 3. FEATURE FILM 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 complete online film 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 3 GB) and also including uploading min. 4 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.
3. The Organizer reserves the right to reject a film for the Competition due to its unsatisfactory technical quality.
4. 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.
5. The Festival does not charge any fees for film submission.
6. **The deadline for filing entry forms and materials for competition selection is February 20, 2023.**
7. 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.

ARTICLE 4. FEATURE FILM COMPETITION

1. The Entrant will be given notice on the film's 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 films have been qualified to participate in the competition screenings. The Selection Board will select no more than 5 feature films (from the submissions) for the festival 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 not later than on May 12, 2023.

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 May 19, 2023 to the address: office@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 (preferred) + 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 dialogue films

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 film.
6. The author is obliged to hold copyrights to the music used in the film. 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 Feature Film Competition Jury appointed by the Organizer will award the prize for feature film of PLN 30 000 gross (divided between film director, producer and distributor) - PLN 15 000 gross for film director, PLN 10 000 gross for film producer and PLN 5 000 gross for film distributor.
2. Within the Feature Film Competition the Audience Award for film director of the best feature film will be awarded.
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. 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.
6. The winner is obliged to send back, via Post Office and in electronic form 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: competition@animator-festival.com . The declaration form will be sent to the winners within 7 days from the date of announcement of the competition results. 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.
7. The prize will be paid into bank account within 2 months from the date the Organizer receives a correctly completed declaration referred to above. The day of payment is the day of submitting the instruction to debit the Organizer's bank account.
8. The winner is obliged to send a completed and signed document for settlement purposes and payment of the prize within 2 months from the date of receipt of the declaration form from the Organizer. Failure to respond within the above-mentioned period results in the waiver of the awarded prize without the need to submit an additional statement

ARTICLE 6. SHIPMENT, INSURANCE AND RETURN OF FILMS

1. The Entrant covers transport costs of competition films (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 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 (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

According to Art. 13 sec. 1 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as GDPR, we hereby inform that:

1. The administrator of your personal data is Estrada Poznańska with its registered office in Poznań (61-767), at ul. Masztalarska 8, represented by the Director; a municipal cultural institution, entered into the Register of Cultural Institutions kept by the Poznań City Hall under the number RIK-VII, NIP 7770002010 (hereinafter: the Administrator).
2. Contact with the Data Protection Officer (DPO) of the Administrator is possible via the e-mail address: iod@estrada.poznan.pl.

3. Providing your personal data is voluntary, but it is a necessary condition for the implementation of the application for one of the competitions as part of the ANIMATOR Festival.
4. The legal basis for the processing of your personal data is your voluntary consent, i.e. art. 6 sec. 1 lit. and the GDPR.
5. You have the right to withdraw your consent to the processing of your personal data at any time, without affecting the lawfulness of processing based on consent before its withdrawal.
6. You have the right to access the personal data provided, the right to rectify, delete and the right to limit their processing, the right to transfer data and the right to object to the processing of personal data, the right to lodge a complaint to the President of the Office for Personal Data Protection, in if it is recognized that the processing of personal data violates the provisions of the GDPR.
7. Your personal data will be processed outside the European Economic Area as part of the worldwide FilmFreeway service, operated by FilmFreeway, 10091 Park Run Dr, Suite 130, Las Vegas, NV 89145, United States (support@filmfreeway.com). Your personal data will be processed in accordance with generally applicable laws with appropriate safeguards, based on standard data protection clauses adopted by the European Commission. You can obtain a copy of personal data transferred to a third country.
8. The processing includes the data listed on the application form. On the form, the applicant provides, next to his or her data, the data of the director, music author, producer and distributor. The applicant declares that he has obtained the consent of the above-mentioned persons to provide the indicated data and informed them for what purpose the data will be used and who is the data controller. The processing includes the following personal data: name, address, e-mail address, telephone number.
9. Your personal data will not be profiled and no automated decision making will take place.
10. Your personal data will be processed for a period not longer than 12 months and taking into account the mandatory provisions of law that oblige or authorize Estrada Poznańska to process personal data.
11. The administrator may process personal data in order to qualify the film for the competition, screen the film, select the winners and award prizes, and to send information about the next editions of the competition and other activities undertaken as part of the Animator Festival. The above information is not commercial information.
12. Your personal data is processed in a system in which technical and organizational measures have been applied to ensure the protection of the processed data in accordance with the requirements set out in the provisions of generally applicable law.

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 (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 films 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 film from the Festival following competition selection. All competition films 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 (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.
3. The Entrant grants a non-exclusive, royalty-free, time and territory unlimited license to the Organizer to use excerpts from the film freely selected by the Organizer (trailers or up to 30 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 films 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 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

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.