

# Rules and conditions of the International Festival of Short Animated Films - Anishort (hereinafter referred to as “conditions”)

Data about the Promoter:

**Name of the company: Anishort Festival**

Registered office: Kaprova 42/14, 11000 Prague 1, Czech Republic

Company registration number: 74108816

Web interface: [www.anishort.com](http://www.anishort.com)

Contact email: [info@anishort.com](mailto:info@anishort.com)

(hereinafter referred to as „Promoter“, „we“)

## 1. Introductory provisions

1.1. These conditions regulate participation in the **International Festival of Short Animated Films - Anishort** (hereinafter referred to as “festival”) organized by the Promoter **from 20 September 2022** in several selected cities in the **Czech Republic, Slovakia, Estonia and Poland**.

1.2. The festival is an international competition and serving for support, promotion and the possibility of watching the best animated short films all over the world (hereinafter referred to as “films”) and also for support of creation of animated short films and their creators. Via the web interface and public projections, the festival should be also a place where mainly a community of creative people creating these films and people who enjoy watching these films and who are fans of this kind of art meets.

1.3. These conditions define and specify basic rights and duties of applicants of films for the ongoing competition within the festival.

1.4. The competition of registered films (hereinafter referred to as “competition”) will take place within the festival under the below mentioned conditions.

## 2. Conditions of participation in the competition and application form for the competition

2.1. A film can be registered only by a person who disposes of property laws to the film (hereinafter referred to as “Applicant”) to the extent defined in sections 5.1 and 5.2. The applicant can be including but not limited to an independent author, professional author, film studio, film school or student of a film school.

2.2. The Applicant can register the film **for free** via the application form published in the web interface (<https://anishort.com/#submit-film>).

The application form has to include:

- Film title;
- Applicant’s contact email;
- Film link (eventually a password);
- Country of production;
- English subtitles (if they are necessary).

The Applicant fills in true data included in the application form. The Promoter of the festival doesn’t require any fee for registration of the film from the Applicant. Costs incurred to the Applicant when using

remote communication tools in connection with submission of the application form (costs for internet connection and possible costs incurred when using services of the third parties) are paid by the Applicant.

2.3. The Applicant can register the film also by means of internet applications **FestHome, FilmFreeway and Click For Festivals**.

In such a case, registration of the film can be charged according to conditions of the operator of such an application.

2.4. Each Applicant, except for a film studio or film school, can register only **one film**. A film studio or film school can register at most **five films**.

2.5. Duration of a film registered in the festival competition mustn’t exceed 10 minutes whereas at least 50% of its duration has to be created by animation. Chosen technique of animation is arbitrary. The film must meet the demand for its origin anytime during 2020 and 2022. The copy of a registered film has to be delivered to the Promoter only in the format DCP (preferably), HD or UHD for festival screening. It isn’t possible to send the registered film to the Promoter on DVD or another physical media; a film sent in this way is considered as undelivered. The official language of festival is English. Therefore the film should be preferentially in English. If the film contains dialogues or comments in another than English language, English subtitles have to be also added separately to the film. **We prefer films that have not been released online yet. A film shouldn’t be accessible online during the festival.**

2.6. The film mustn’t be in conflict with legal regulations or good manners as regards its content, i.e. it mustn’t have a pornographic nature, its content mustn’t be racist or mustn’t call to commit crimes or other illegal activities or to approve and promote such an activity in any way. The Applicant is exclusively responsible for film’s content.

2.7. No member of art commission and no judge (according to section 4.1 below) can register a film for the competition.

2.8. The film can be registered till the deadline of application forms at the latest. The deadline is defined by the Promoter for **10<sup>th</sup> June 2022 at 20:00 CET GMT+1**. Application forms delivered to the Promoter after the deadline are ineffective and the Promoter won’t take those application forms into consideration.

2.9. The Applicant can withdraw his application form within 7 days after the deadline at the latest. The Applicant can send the withdrawal of his application form to the contact address or contact email of the Promoter within this period. Any later withdrawal will be considered as ineffective and the Promoter won’t take it into consideration. The licence expires by the withdrawal of an application form, according to section 5.5 of these conditions.

2.10. By sending the application form, the Applicant confirms that he acquainted himself with these conditions and expresses his consent with these condition

## 3. Selection of competitive films

3.1. At most 20 films (hereinafter referred to as “competitive films”) out of all registered films will be selected for the competition. This selection of registered films will be executed by the Anishort team (hereinafter referred to as “art commission”) which members will be defined by the Promoter.

3.2. A film which doesn’t meet technical and other criteria defined in sections 2.5 and 2.6 above won’t be selected for the competition. The decision on selection of a film for the competition falls completely within the remit of the art commission and the Applicant acknowledges that **also a film which meets criteria according to sections 2.5 and 2.6 doesn’t have to be chosen by the art commission as a competitive film. The Applicant acknowledges also that the Promoter doesn’t accept any complaints, objections or other similar presentations oriented against the decision of the art commission.**

3.3. The art commission chooses competitive films **within 25<sup>th</sup> June 2022 at the latest**. During next day, all Applicants of films selected for the competition will be notified of inclusion of their films into the competition. The Promoter sends a notification according to the previous sentence to Applicant’s contact email mentioned in the application form. This notification includes also instructions, which the Applicant will follow, and also these conditions as an attachment to that email.

## 4. Course of competition, awarding and announcement of results

4.1. Seven international judges (hereinafter referred to as “judges”) who are of different nationalities and different professions related to the film (e.g. producer, animated film maker, designer, graphic designer, etc.) work during the competition. Judges are chosen by the art commission and their list will be published before the initiation of the festival in the web interface. The art commission chooses also the main festival judge out of all judges. No judge can be the Applicant of a film and can partake in any competitive film in any way.

4.2. In terms of the competition, the Promoter awards the below mentioned prizes in the below mentioned categories.

4.3. **Two films** which are chosen by judges **will be awarded in the main category “The Best Animated Short Film”**. Judges will also define the sequence of these two films and decide on the first and second place. In case that votes are equal when deciding, the deciding vote is the one of the main festival judge.

4.4. **The first film in the category “The Best Animated Short Film” gains a cash prize in the amount of USD 1000 and a festival trophy.**

**The second film in the category “The Best Animated Short Film” gains a cash prize in the amount of USD 500 and a festival trophy.**



4.5. All Applicants of films awarded in the category **“The Best Animated Short Film”** will be notified by the Promoter of the fact that their films were awarded, within next day after the festival ends and to the email address announced to the Promoter in the application form of a film. The Applicant notifies the Promoter of a bank account to which the relevant cash prize should be paid and also the address for sending the festival trophy, within 30 days after the notification according to the previous sentence. The Promoter sends the cash prize to the announced bank account and the trophy to the announced address within 30 days after the day when the objective data was announced to him at the latest. Costs for trophy transport are paid by the Promoter. If the trophy isn't taken over, the Applicant has the possibility to pick it up personally (or via his attorney) at Promoter's contact address. Based on an agreement with the Applicant, the Promoter sends the trophy again to a place announced by the Applicant, at Applicant's expense.

4.6. In the category **“Audience Award for The Best Film”**, the film with the highest spectator evaluation, i.e. with the highest score from the Festival visitors, will be awarded. No cash prize is connected with this award. The winner of this category gains a festival trophy, which will be sent to Applicant's address, according to section 4.5.

4.7. In the category **„Special Award of Anishort“**, the prize is awarded by the art commission. No cash prize is connected with this award. The winner of this category gains a festival trophy, which will be sent to Applicant's address, according to section 4.5. This prize doesn't have to be awarded.

#### 4.8. **Results of the competition will be announced in the web interface on 25<sup>th</sup> February 2023.**

No complaints, objections or other similar presentations are acceptable against decisions on which base the prizes are awarded. If there are any, the Promoter doesn't take them into consideration.

### 5. Copyright protection of films

5.1. By agreeing with these conditions, the Applicant declares that he disposes of necessary copyrights to the registered film and subtitles, though based on a legal or contractual licence.

5.2. In the way mentioned in the previous section, the Applicant declares also that he is entitled to provide the Promoter with the licence necessary for utilization of a film as well as subtitles and that registration of the film and utilization of the film and subtitles won't cause any infringement of any rights of the third parties. The Applicant declares also that he didn't provide anybody with an exclusive licence for utilization of the film and subtitles before registration of the film. If he provided it, he declares that the licensee of the exclusive licence granted him a written consent with providing the Promoter with the licence, according to these conditions.

5.3. The Applicant agrees with the fact that if a film registered by him is chosen for the competition and becomes a competitive film according to section 3.1 of these conditions, such a film will be converted into a file suitable for digital projectors (mostly DCP digital format). The Applicant agrees also with the fact that if a film registered by him is chosen for the competition and becomes a competitive film according to section 3.1 of these conditions, such a film will be included in a collective work determined for the public projection (according to section 5.8 of these conditions).

5.4. By registering a film the Applicant provides the Promoter with a non-exclusive licence for utilization of a film and subtitles or their parts, according to these conditions. After providing the Promoter with the licence, the Applicant is still entitled to use completely rights which he had also before sending the application form and to grant the licence for utilization of the film and subtitles to the third party in terms of the Copyright Act.

5.5. The licence is for free and granted for a period absolutely necessary for film evaluation but the maximum is 3 months after film registration. The licence for competitive films is granted as a locally and time-unlimited licence.

5.6. Any usage of a film and subtitles or their parts according to these conditions means also copying of the work in terms of the provision § 13, the Act No. 121/2000 Coll., on Copyright, subsequently amended (hereinafter referred to as **„Copyright Act“**), also via promotional materials of the Promoter (e.g. trailer, poster, advertising banner, etc.).

5.7. A part of the licence is the right to use a film in the elaborated or another changed form, consisting in the modification of a file suitable for digital projectors.

5.8. Utilization of a film and subtitles according to these conditions means announcement of the film and subtitles to the public according to the provision § 18 of the Copyright Act via public projections in case of competitive films.

5.9. In case that Applicant's film was chosen for the festival competition, the Applicant provides the Promoter with all documents and information necessary for licence enforcement without undue delay, according to section 5.4.

5.10. If the registered film isn't chosen among competitive films, the Promoter isn't obligated to use the licence.

5.11. The Applicant compensates the Promoter for all entitled claims of the third parties by reason of infringement or endangering their copyrights or similar rights related to utilization of the film or subtitles according to these conditions.

5.12. The Promoter can provide a third person, either natural or legal, with a complete or partial authorization being a part of the licence.

### 6. Personal data protection

6.1. Protection of personal data of the Applicant is provided by the Act No 101/2000 Coll., on the Protection of Personal Data, as subsequently amended and Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation)

6.2. The Promoter declares that he is legally registered at the Office for Personal Data Protection.

6.3. The Promoter may collect personal information that can identify you, such as your name and email. In case that Applicant's film won, we also collect your address, date of birth and bank account number, according to section 4.5.

6.4. The Applicant has the right to access to his personal data, right to its correction including other legal rights to this data. The Applicant declares that he was instructed in the fact that it is possible to remove

personal data from the database, based on a written request of the Applicant. Personal data of the Applicant is completely secured from misuse. The Promoter doesn't hand over personal data of the Applicant to any other party. An exception is external forwarders and people who partake in delivery of the trophy to the Applicant and whom Applicant's personal data is handed over within the minimal range which is necessary for delivery of the trophy. An exception is also the announcement of competition results when data related to the awarded film is published in the web interface.

6.5. Personal data will be elaborated for as long as is necessary for the purposes for which we collect it. Personal data will be elaborated in an electronic form and automated way or in a printed form and non-automated way.

6.6. The Applicant declares that provided personal data is accurate and that he was instructed in the fact that it is a voluntary providing of personal data.

6.7. In case that the Applicant supposes that the Promoter or the processor elaborates his personal data in conflict with the protection of private and personal life of the Applicant or in conflict with law, mainly if personal data is inaccurate with respect to the purpose of its elaboration, the Applicant can:

- Ask the Promoter or the processor for an explanation,
- Ask the Promoter or the processor to remove this status.

6.8. If the Applicant asks for information about the elaboration of his personal data, the Promoter is obligated to give him this information. The Promoter has the right to ask for an adequate payment for providing information according to the previous sentence; the amount can't exceed costs necessary for information providing.

6.9. The Applicant agrees with sending of information related to the festival or Promoter's activity to the electronic address of the Applicant. The Applicant can cancel his consents according to both previous sentences anytime.

6.10. Supervision of the protection of personal data is executed by the Office for Personal Data Protection.

6.11. Web interface can use technical information gained via cookie files. Utilization of cookies can be prohibited by setting of a web browser. If utilization of cookie files is prohibited, the web interface doesn't have to be displayed completely. It isn't possible to gain any personal data via cookie files.

### 7. Final provisions

7.1. The Promoter reserves the right to end or limit the festival in case of unpredictable situations.

7.2. The Promoter is entitled to change these conditions. Legal relations follow always the wording of conditions during which validity they were established.

7.3. Issues not regulated by these conditions follow the Czech legal order.

7.4. The Applicant expresses his consent with these conditions by sending the application form of a film for the competition.

These conditions come into force and operation on 1<sup>st</sup> January 2022.

