

# Competitions Regulations for International Competition

# 1. Main provisions:

- 1.1. SHORT WAVES FESTIVAL 2023 is organised by Fundacja Edukacji Kulturalnej Ad Arte (Ad Arte Foundation of Cultural Education), herinafter referred to as the Organiser, based at Hawelańska 1 Street, 61-625 Poznań, Poland.
- 1.2. SHORT WAVES FESTIVAL 2023, hereinafter referred to as the Festival, will take place between **14 19 November 2023** in Poznań and online on the Filmchief Hub.
- 1.3. Film submissions will be open from 30th March 2023 until 13th August 2023.
- 1.4. Entrance fee should be paid upon one's entering the Competition (section 5 of the Rules).
- 1.5. Films will be selected by the Organiser.
- 1.6. The participants of films qualified for the Competition will be informed by phone or e-mail **until 22nd September 2023 at the latest.**
- 1.7. The authors of films qualified for the Competition will be asked by the Organiser to send the screening copy of the film via post, courier, or by electronic means within three weeks after receiving selection notification.
- 1.8. If the Submitter fails to meet the due date of sending the copy, the Organiser has the right to refuse accepting the film and select another participant of the Competition.
- 1.9. The winners of the Competition will receive prize money (section 7 of the Rules).
- 1.10. Information about the awarded films will be announced on the Festival's website, social media and will be passed on directly to the winners (in person, by phone or by e-mail).

#### 2. Formal requirements:

2.1. Short film forms that were made no sooner than on **1st January 2022** may be submitted to the Competitions.

- 2.2. Maximum length of the film is 45 minutes.
- 2.3. The form of the film and its topic are not subject to any regulations.
- 2.4. The Organiser has the right to disqualify films which openly incite to any violence or promote discrimination against minorities.
- 2.5. Films may be submitted to the Competition only by means of FilmFreeway (<a href="https://filmfreeway.com/festival/ShortWavesFestival">https://filmfreeway.com/festival/ShortWavesFestival</a>).
- 2.6. In order to submit the film one should create an account on <u>FilmFreeway</u> website and follow directions provided on the portal.
- 2.7. Films taking part in the Festival may be submitted by natural or legal persons and groups of people submitting as one participant (group participant) that are producers who have the right to dispose of the submitted film, or who have received permission from the producer owning those rights.
- 2.8. The participant submitting a film to the Festival must possess copyright laws, which include music used in the film's soundtrack. In any other case the participant is obliged to attach a statement defining the legal situation of the film.
- 2.9. The Organiser reserves the right not to accept the film for the Competition when the requirements described in sections 2.1-2.8 are not met.

## 3. Technical requirements:

- 3.1. When submitting the film one should:
- fill in the online entry form (all the information required by FilmFreeway should be provided as well as such details as the English title of the film, its original title, available dialogue lists, release date and the place of the film premiere),
- attach preview copy of the film with English subtitles, if the movie is not English-speaking,
- attach a Vimeo link.
- 3.2. Submitters whose films have been selected to participate in the Competition are required to send the Organiser:
- screening copy of the film in ProRes (mov format) or H264 (mp4/mov format) codec, with original aspect ratio and one audio track with audio mix (Stereo or 5.1). Screening copies shouldn't contain hardcoded subtitles. Screening copies may be sent by electronic means, for example wetransfer.com, or the Organiser's Dropbox server (data required to send the film will be provided via e-mail to participants whose films have been qualified for the Competition),
- or screening copy of unencrypted DCP. The DCP must be tested in a theater beforehand,
- dialogue list in English language including time codes, in .SRT file (no hardcoded subtitles unless it's part of an artistic vision) and, preferably, transcription/dialogue list in original language for translation check,

- film information details (synopsis, 3 stills, director's picture, director's bio, technical, EPK), if it wasn't provided in submission on FilmFreeway platform.
- 3.3. The Organiser has the right to refuse to accept the film when its technical quality is faulty.

#### 4. Shipping, insurance and return:

4.1. Unless authorized by the Festival, the film print/data-disks must be made available for the whole festival period. The Festival must receive the screening copy of the film within three weeks after receiving selection notification.

The Festival will contact whoever is designated on the entry form as the primary contact about the shipment and the exact shipping address.

4.2. The costs of transport of all data-disks and film prints (both from the EU as well as from outside the EU) to the festival office are the responsibility of the applicant. The Organizer covers the costs of returning/forwarding screening copies.

All deliveries from outside the European Union must be marked with the phrase "no commercial value - for cultural purposes only" and mark "no value", or "not more than 10 Euro / US\$".

- 4.3. Participants are entirely responsible for insurance concerning the shipment of films/data-disks to and from Poland.
- 4.4. The Organiser 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 Organiser 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 Organiser'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). The Organiser is required to return the copy within 4 weeks after the Festival's ending.
- 4.5. 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 Organiser for the competition copy.

#### 5. Participation fee:

- 5.1. The participant of the Competition is required to pay an initial fee via FilmFreeway.
- 5.2. In International Competition:

- from 30th March 2023 until 1st May 2023 Earlybird fee is 12 EUR,
- from 2nd May 2023 until 16th July 2023 it is a regular fee of 16 EUR,
- from 17th July 2023 until 13th August 2023 the late deadline fee is 20 EUR.
- 5.3. Participation fee can be made only by the online payment system PayPal.

#### 6. Liability:

- 6.1. The Organiser does not offer a license fee for screening films in the competition section.
- 6.2. Upon submitting the film the submitter consents that the film will be screened free of charge four times during the Festival.
- 6.3. Upon submitting the film the submitter whose film has been selected to the Competition, consents that the film will be screened free of charge for three times as a part of the promotional film tour of Short Waves Festival within 12 months from the beginning of the Festival. The Organiser is required to inform the submitter about each forthcoming screening.
- 6.4. Upon submitting the film the submitter whose film has been selected to the Competition, consents that the film will be screened free of charge online for two weeks since the end of the Festival on the Filmchief platform. The online presentation is exclusively geoblocked to the Polish territory.
- 6.5. The submitter undertakes to cover expenses if they decide to withdraw the film from the Festival without any reason.
- 6.6. Submitting a film to the Competition is equal to giving the Organiser the right to use promotional data, stills and film fragments (a trailer or a max. 2 minute-long fragment of the film) free of charge in any promotional actions linked to the organization of the Festival.
- 6.7. The Organiser reserves the right to prepare dialogue lists in languages other than English.

## 7. Awards and special mentions:

- 7.1. The decision to grant the Competition award is made by the international jury chosen by the Organiser.
- 7.2. The jury may also grant special mention that is not associated with any prize money.
- 7.3. The Organiser reserves the right to change the amount of prize money and the way it is divided.
- 7.4. The monetary value of the award will be decreased by flat-rate income tax which is equal to 10% of the sum of money and will be paid by the Organiser on behalf of the awarded winner.

#### 8. Personal Data

- 8.1. The Submitter, 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.
- 8.2. The processing includes data listed on the entry form. In the form, the Submitter provides, in addition to his/her data, information on the film's director, author, music producer and distributor. The Submitter 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.

- 8.3. 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 Short Waves Festival. This information is not of commercial nature.
- 8.4. Providing personal data is voluntary, and the Submitter is entitled to inspect his/her data and correct them.

#### 9. Final provisions:

- 9.1. Submitting a film to the Festival is tantamount to accepting these Rules.
- 9.2. The rules are prepared in two language versions: Polish and English. In case of doubt regarding any of the resolutions of these rules, the Polish version shall prevail.
- 9.3. Unless otherwise provided by the applicable law, a complete legal relation between the participant of the Competition and the Organizer shall be governed by the laws of the Republic of Poland.
- 9.4. The Organiser reserves the right to cancel or change the date and the duration of both the Festival and the Competition without stating causes if it does not affect the acquired rights of the participants of the Festival.
- 9.5. All matters not stated in these regulations are decided on by the Festival's Organiser represented by the Director of the Festival.