

TERMS AND CONDITIONS OF PROJECT SUBMISSION FOR FILMINTERACTIVE FESTIVAL 2017 MARKET

§ 1 GENERAL PROVISIONS

1. Definitions adopted herein bear the meaning specified below for the purposes of this Terms and Conditions:
 - a) **Terms and Conditions** – the following document, regulating terms and conditions of project submission for Filminteractive Market, especially defining rights and obligations of Participants and Organizer. Terms and Conditions apply to submissions that will be a subject to preselection which will reveal Finalists that will present their projects during the Filminteractive event, which will be held on 16 and 17 September 2017 in Łódź.
 - b) **Organizer** - „FUNDACJA MEDIA KLASTER” located in Łódź, Łąkowa 29, 90-554 Łódź, entered into the National Court Register of Associations, Other Social and Professional Organizations, Foundations and Public Health Care Institutions, maintained by the District Court for Łódź-Śródmieście, XX Division of the National Court Register under No. 0000287861, NIP 727-27-10-297.
 - c) **Filminteractive** – the event realized by Organizer held on 16 and 17 September 2017 in Łódź.
2. Terms and Conditions of project submission are available free of charge to every Participant at <http://filminteractive.eu/nabor-projektow> in a way what allows to download, save and print Terms and Conditions.

§ 2 PURPOSE OF SUBMISSION

1. The purpose of submission is participation in Filminteractive Market on conditions stated in the following Terms and Conditions.
2. From all submitted projects the Jury will conduct a pre-selection that will reveal finalists (maximum 10 people) of Filminteractive Market. The Finalists will be invited to Łódź for Filminteractive Festival, during which subsequent events connected with Market described below will take place.
3. Filminteractive Market consists of:
 - Pitching sessions – individual presentations of best submitted projects on Filminteractive stage in front of commissioners, marketers and Filminteractive audience;
 - Innovation Zone – a place where the finalists present their projects at dedicated interactive stands, which allow to demonstrate the projects and have a direct conversation with interested investors and the audience.

§ 3 SUBMITTED PROJECTS REQUIREMENTS

1. Participant can submit:
 - a. A/V projects with potential in digital marketing;
 - b. projects with interactive experience using technologies (e.g. consoles and game controllers) in a creative way;
 - c. projects that are something more than video games (e.g. games with innovative approach to playing experience);
 - d. projects utilizing virtual reality;

- e. projects, which can be described with: #socialmedia #mobile #VR #gaming #innovation #interactive #360 #storytelling #immersive #creative #digital.
2. Submissions must fulfil the following requirements:
 - a. project must be a minimum viable product (mvp), which means its visible and functional features must be presentable;
 - b. project must be in compliance with Filmteractive theme (see point 1 of this paragraph);
 - c. submission must include a properly filled application form in English (see paragraph 5).

§ 4 PARTICIPANTS

1. Projects can be submitted by an individual, legal entity, organizational entities without legal personality, but with legal capacity provided by the law (e.g. general partnership, limited partnership) and a group of individuals. Details of all individuals in the group must be provided in the application form.

§ 5 APPLICATION FORM

1. Entitled entities fill the application form, the template of which is attachment no 1 to this Terms and Regulations. The application form is available at: <http://filmteractive.eu/nabor-projektow>.
2. At the moment of submission of the application, Participant grants Filmteractive unpaid and unlimited in time and territory consent to distribute their work and present it during Filmteractive Festival, including Filmteractive Market, and grants Organizer the rights to record and distribute the recorded presentation, use submitted graphics and photos connected with the project and adapt them to presentation in surroundings of photos and illustrations of other projects.
3. By submitting the application, Participant declares that:
 - a. they are in possession of authorisation or consent required by law for the application to be made publicly available (distributed) by Market, based on consents given by the Participant to other points of Terms and Regulations, and it will not infringe any rights of third parties;
 - b. they give consent to use photos and descriptions sent with the application to publish them as a part of Market;
 - c. they give consent to use their image in photographic report of the event and in promotional materials and publications connected with the event.
4. Regardless of the consequences resulting from violating universally binding legislation, Filmteractive considers unacceptable submitting applications that:
 - a. distribute or promote pornographic content;
 - b. infringe Polish or international law, act contrary to good practice and moral principles, violate personal dignity or infringe personal rights of other people, support radical social behaviour and spreading such views (all types of racial, sexual, ethnical, religious discrimination etc.);
 - c. infringe copyright and related rights of third parties.
5. Participant gives consent to paraphrase descriptions of submitted project to adapt them to Market requirements, in order to create and publish descriptions on websites, social media channels and to create press publications and news.

§ 6 SUBMISSION DEADLINE AND SELECTION DATE

1. Submissions should be sent by e-mail not later than 30 June 2017 to an address project@filminteractive.eu and must consist of a correctly filled application form in English. Organizer reserves the right to prolong the deadline if necessary.
2. Finalists will be selected and identified not later than 30 August 2017. Organizer reserves the right to prolong this term if necessary.
3. Participant, whose submission qualifies to the final, will be given an opportunity to:
 - a. present the project on stage in front of commissioners, decision makers and Filminteractive audience (Łódź, 16 October 2017);
 - b. present their project at one of interactive stands in the Innovation Zone, accompanying the European Economic Forum (Łódź, 17 October 2017);
 - c. win new business partners;
 - d. benefit from networking possibilities;
 - e. find potential financing sources for their project.
4. Participant, whose submission qualifies to the final, gives consent to use their image, photographed or recorded on video during Filminteractive, in informational and promotional materials of the festival.

§ 7 ASSESSMENT AND SCORING

1. Projects will be assessed by Competition Committee appointed by Organizer.
2. When selecting winning projects, the Committee will assess the following criteria:
 - a) general impression;
 - b) innovativeness;
 - c) visual quality;
 - d) probability of introducing into the market;
 - e) readiness to invest in the project.

§ 8 COMPLAINT PROCEDURE

1. Complaints will be processed based on the Terms and Conditions.
2. Complaints can be only submitted in writing, otherwise they will be regarded as invalid, to Organizer's address: FUNDACJA MEDIA KLASTER, ul. Łąkowa 29, 90 - 554 Łódź. Complaints must be submitted in 7 calendar days (date of postal stamp is binding) from the date of the end of the festival.
3. Complaints will be processed by the Committee in 14 days (date of postal stamp is binding) from the date of receiving the complaint.
4. Late complaints (submitted after the term defined in point 2) or ones not containing a return address will not be processed.

§ 9 DATA PROCESSING

1. Administrator of personal data is "FUNDACJA MEDIA KLASTER" located in Łódź, Łąkowa 29, 90-554 Łódź, entered into the National Court Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care

Institutions, maintained by the District Court for Łódź-Śródmieście, XX Division of the National Court Register under No. 0000287861, NIP 727-27-10-297.

2. Administrator will process the following data of Participant: name and surname, nickname, title, phone number, e-mail address and address.
3. Participant agrees for their personal data to be processed by Fundacja Media Klaster, solely for the purpose of proceedings necessary to organise Filmteractive festival as defined in the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922 with later amendments). Providing the personal data is voluntary, but necessary to finalise registration. The subject of data has right to access his/her personal data and rectify it.
4. Participant can agree for their personal data to be processed by Fundacja Media Klaster for marketing purposes as defined in the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922 with later amendments). The consent is voluntary and not necessary for proceedings connected with organisation of Filmteractive festival. The subject of data has right to access his/her personal data and rectify it, and to demand the data processing to be discontinued or the data deleted.
5. Participant can agree for their personal data to be made available by Fundacja Media Klaster and processed in scope of name, surname, nickname, e-mail address, phone number, street and number, postal code, city/town, country to Deloitte Advisory Sp. z o.o. (located in Warsaw 00-133, al. Jana Pawła II 22), operating as administrator of data (as interpreted by Act of August 29, 1997 on the Protection of Personal Data, consolidated text: Journal of Laws of 2016, item 922 with later amendments) for marketing purposes. Shared data can be made available to subjects from Deloitte group in Poland (description of Deloitte legal structure is available at: www.deloitte.com/pl/onas). Participant has been informed about the right to access his/her personal data and rectify it, to put in writing a substantiated demand to discontinue data processing or appeal against data processing for marketing purposes.
6. Participant can agree to receive commercial information by electronic means as defined by Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws of 2013, item 1422 with later amendments) from subjects of Deloitte group in Poland (all located in Warsaw 00-133, al. Jana Pawła II 22, description of Deloitte legal structure is available at: www.deloitte.com/pl/onas).
7. According to the Art. 172 Paragraph 3 of Act of 16 July 2004 Telecommunications Law (Journal of Laws of 2014, item 243 with later amendments) Participant can agree to receive telephone calls from Fundacja Media Klaster for marketing purposes. The consent is voluntary and not necessary for proceedings connected with organisation of Filmteractive festival. The subject of data has right to access his/her personal data and rectify it, and to demand the data processing to be discontinued or the data deleted.

§ 10 FINAL PROVISIONS

1. Terms and Conditions shall enter into force on 10 May 2017.
2. All claims and inquiries should be sent to e-mail address: project@filmteractive.eu or in writing to: Łódź 90-554, ul. Łąkowa 29.
3. All matters not regulated herein are governed by the provisions of the Polish law.
4. All arising disputes shall be governed by the relevant Polish common court.