

TERMS AND CONDITIONS OF THE CALL FOR FILMS

CLAUSE 1. ORGANISER OF THE MOBILE FILM FESTIVAL

The 'Mobile Film Festival' (hereinafter 'the Festival') is organised by the company MobilEvent (hereinafter the 'Organiser'), registered with the Trade and Commerce Register for Paris under number B 484 171 525, with its registered office at 4, impasse Truillot, Paris (75011), France and represented by its Director Mr Bruno SMADJA.

CLAUSE 2. DURATION OF THE FESTIVAL

The thirteenth Mobile Film Festival will take place in France between **10 November 2017** and **13 March 2018**.

Registration for the Mobile Film Festival is open from 00.00 on **10 November 2017** to 23.59 on **9 January 2018** (mainland France times and dates) via the Organiser's website www.mobilefilmfestival.fr.

CLAUSE 3. ENTRY CONDITIONS

3.1 Registration for the Festival implies unreserved express acceptance of these terms and conditions and all their provisions.

3.2 The Entrant must be a natural person of legal age.

3.3 The Entrant must create a video (hereinafter the 'Video') lasting no more than 1 (one) minute, which must be filmed using a mobile. Videos can be edited on the telephone or otherwise. Unedited videos are also accepted. Sound may be recorded using external recording devices and visual effects may be added during post-production.

The Video produced by the Entrant must be an individual creation. It must have been directed by the Entrant him/herself.

The Entrant is asked to follow the following guidance when making the video:

- - Formats MP4 (H264), MOV, WMV, AVI
 - Resolution 16/9: 1280x720 pixels per line or 1920x1080 pixels per line

3.4 The Entrant must complete and submit to the Festival the online registration form available on the Organiser's

website www.mobilefilmfestival.fr within the period set out in clause 1 of these terms and conditions.

All fields of the registration form highlighted as mandatory by ‘*’ must be completed for the registration to be accepted. The Entrant must also upload 2 (two) photos – one to represent their video on the Organiser’s website, the other to represent the Entrant and/or their team.

The Entrant must finally upload their Video to the area set aside for this purpose to complete registration. The Entrant can always **send one or more Video(s)** by completing a new registration form. Each Video will be regarded as one entry.

Any Entrant having sent a Video to the Organiser and who is not the creator will have their entry declared null and void.

In order to validate their entry the Entrant will need to provide subtitles in the language of the film submitted via the Dotsub service, to which they will be directed via the confirmation emails received following registration with the Festival.

Any ‘talking’ film not subtitled by the Entrant cannot be validated and, as a result, cannot be considered for selection.

On actual receipt of the Video the Organiser will send the Entrant an email confirming receipt of their Video and validating their registration for preselection.

Following validation by the Organiser of the Entrant’s registration with the Festival, their Video(s) will be posted online by the Organiser and will be accessible on its website www.mobilefilmfestival.fr. As of this moment Entrants will be unable to request their removal or modification.

Entrants give consent to the Organiser to make any checks regarding their identity and details.

Any defective registration (incomplete, incorrect, etc.), violating public policy or moral standards, or validated after the Festival’s deadline, will not be considered, and any incorrect or incomplete identity or details will lead to the immediate elimination of the Entrant.

Any entry in breach of this clause will be regarded as null and void.

More specifically, any fraud, or attempted fraud, where its commission is shown to have commenced and it is committed with the intention of unfairly receiving an award, a breach of these terms and conditions, or any malicious intention to disrupt the running of the Festival may lead to the person responsible being disqualified, with the Organiser reserving the right to bring legal proceedings against them.

CLAUSE 4. SELECTING AND DETERMINING WINNERS

4.1. Official selection by the Organiser

The Organiser will initially make an official selection (hereinafter ‘the Official Selection’) of around 50 Videos from all the Videos submitted by Entrants and validated by the Organiser.

This Official Selection will then be posted to the Organiser’s website www.mobilefilmfestival.fr as well as to Facebook, YouTube and all video platforms dedicated in particular to the Mobile Film Festival, or any other website dedicated in particular to the Mobile Film Festival.

4.2. Votes by online visitors

From **30 January 2018** to **27 February 2018 inclusive**, online visitors will be able to vote for the Video(s) of their choice from the Official Selection made by the Organiser.

Votes can be cast on the Organiser’s website mobilefilmfestival.com, with voters having to sign up to the Organiser’s Facebook application beforehand for their vote to count, subject to a maximum of 10 (ten) votes per day and per user profile;

At the end of the period set out above, the Video with the most votes will be declared the winner and the Entrant having posted it online will be awarded the ‘Audience Award’.

The number of hits for Videos and the number of comments posted regarding them will in no way influence the counting of votes.

The winner of the Audience Award will be announced during the ‘Mobile Film Festival’ ceremony on **13 March 2018**.

4.3. Jury selection

In tandem with the selection of the video awarded the ‘Audience Award’ as set out in clause 4.2, between **30 January 2018** and **27 February 2018** the jury will identify a number of winners from the Official Selection made by the Organiser.

The jury will be made up of professionals from the world of cinema and the visual arts.

These winners will be presented with the following awards (hereinafter referred to collectively as ‘the Jury Awards’):

- Grand Prize France
- Grand Prize International
- Award for best actor
- Award for best actress
- Screenplay Award
- Best Director Award

This list is not restrictive and may therefore be subject to change at any moment by the Organiser without it being held liable.

The number of hits for Videos and the number of comments posted regarding them will in no way constitute selection criteria for the jury.

The various Jury Awards are based on the Jury's own evaluation and in no way entitle winners or Entrants to any form of objection or claim.

The winners of the Jury Awards will be announced during the 'Mobile Film Festival' ceremony on **13 March 2018**.

CLAUSE 5. RIGHTS OF USE

5.1 The Entrants assign to the Organiser, at no charge and for a period of 3 (three) years from their registration with the Festival in accordance with clause 3 above, the non-exclusive worldwide right to publish their surnames, first names, town and area of residence, their photograph (hereinafter 'the Entrant's Image') on any media and by any identified/unidentified method on this day (in particular social networks, internet and intranet sites, press and television) as part of the Festival, without any restriction on the number of reproductions and/or broadcasts of the Entrant's Image.

The Entrant warrants the Organiser that it is not bound by contract with regard to the use and/or exploitation of its image. As a result it holds the Organiser harmless from any remedy and/or action that may be sought by natural persons or legal entities claiming any rights to use/exploit its image and who would be likely to object to its reproduction and/or broadcast.

5.2 The Entrants also assign at no charge the non-exclusive right to the Organiser to reproduce and represent, have reproduced and represented, and broadcast and have broadcast their Videos, in their entirety or as extracts, associated or not with other audiovisual programmes, for institutional, promotional or commercial purposes, for the whole world and for a duration of 3 (three) years as of their registration with the Festival:

- on the Organiser's website (mobilefilmfestival.com) in its online and mobile versions,
- on its Facebook and YouTube pages dedicated in particular to the Mobile Film Festival and any other video platform,
- on any internet, mobile and tablet site of the Mobile Film Festival event's media partners,
- as well as any other website chosen by the Organiser to promote the Mobile Film Festival.

In general terms this provides the Organiser with the free, non-exclusive right, within the stated territorial limits and period, to reproduce, represent, use, exploit, circulate, broadcast and/or communicate to the public or a

sector of the public, for free and/or by payment, in the commercial and non-commercial sector, for promotional and/or advertising purposes, directly or via a third party of its choice alone and duly qualified for this purpose, the originals, dubbings and/or copies of the Videos in any format (in their entirety, extracts, stills, screen captures, soundtrack) in all languages, dubbed and/or subtitled to all fixed and/or mobile recipients (in particular mobile phone, iPad, PDA, monitor) and by any means identified or unidentified on this date and, in particular by broadcasting (in particular terrestrial, analogue, digital, cable, satellite, ADSL, catch up, preview, pay-per-view, streaming, IPTV, connected TV, SMAD, etc.) in cinemas, on/demand video (VOD, AVOD, FVOD, SVOD, DTO, EST, etc.) and/or individual or other on/demand online digital transmission by any cable or non-cable (in particular internet) electronic communication method) with the aim of temporary and/or definitive viewing/downloading by sale, renting/hiring aimed at private use by the public in the form of commercial videos in the form of public showings, 'making-of', bonus, extracts (in particular aimed at reception areas), in the form of trailers including on cultural, institutional and educational networks, the network of the Ministry for Foreign Affairs and closed circuits (aircraft, vessels, hotels, prisons, etc.).

In view of the above, each Entrant expressly states having acknowledged and accepted that his/her Video(s), within the framework of exploitation set out in this clause 5, may be combined with one or more videos by other Entrants without condition or reserve.

In order to broadcast as set out above, the Organiser may reproduce the Videos by using extracts and adapting them exclusively for reasons of ergonomic, technical and graphical restraints of the receiving terminals and means of transmission.

As the aforementioned assignments are non-exclusive the Entrants undertake not to assign these rights exclusively to third parties for the duration and territory stated above.

CLAUSE 6. DETERMINING AWARDS

6.1. The Jury Awards:

The winner of the '**Grand Prize France**' will go to the director of a Video entered in the Festival residing in France:

The winner of the 'Grand Prize France' will win 15,000 (fifteen thousand) euros to finance all or part of the production of their short film and will benefit from the support of a producer to complete their project, subject to the conditions set out below:

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- This short film must be produced within one year of the Entrant receiving this Award.
- The winner of the 'Grand Prize France' will not receive this amount directly. They will actually have a producer of the Organiser's choice made available to them who will undertake all production with costs and fees for the producer of the 'Grand Prize France' winner's short film being paid for. Prior to commencing production of the short film the winner of the 'Grand Prize France' and the Producer will enter into a production contract setting out payment for the 'Grand Prize France' winner. Where the parties fail to agree on the terms of this production contract within three months of the nomination of the winner of this Award, the Organiser will be free to award the 'Grand Prize France' to another Entrant after consulting with the jury.
- This amount will be paid to the producer once the finance plan for the short film is in place and no later than seven days before filming commences.
- The winner acknowledges that this amount is allocated for the sole purpose of financing a short film. As a result if, for whatever reason, the short film is not finished and ready for broadcasting on the aforementioned date, the amount will be forfeited by the winner of the 'Grand Prize France' and by the producer and returned to the Organiser where it will be once again awarded during the next Mobile Film Festival.

The winner of the '**Grand Prize International**' will go to the director of a Video entered in the Festival residing outside of France.

The winner of the 'Grand Prize International' will win 15,000 (fifteen thousand) euros to finance all or part of the production of their short film and will benefit from the support of a producer to complete their project, subject to the conditions set out below:

- - This short film must be produced within one year of the Entrant receiving this Award.
 - The winner of the 'Grand Prize International' will not receive this amount directly. They will actually have a producer of the Organiser's choice made available to them who will undertake all production with costs and fees for the producer of the 'Grand Prize International' winner's short film being paid for. Prior to commencing production of the short film the winner of the 'Grand Prize International' and the Producer will enter into a production contract setting out payment for the 'Grand Prize International' winner. Where the parties fail to agree on the terms of this production contract within three months of the

nomination of the winner of this Award, the Organiser will be free to award the 'Grand Prize International' to another Entrant after consulting with the jury.

- This amount will be paid to the producer once the finance plan for the short film is in place and no later than seven days before filming commences.
- The winner acknowledges that this amount is allocated for the sole purpose of financing a short film. As a result if, for whatever reason, the short film is not finished and ready for broadcasting on the aforementioned date, the amount will be forfeited by the winner of the 'Grand Prize International' and by the producer and returned to the Organiser where it will be once again awarded during the next Mobile Film Festival.

The 'Best Screenplay Award' recognises the director of one of the Videos entered in the Festival. The winner will win a writing grant of 3,000 (three-thousand) euros sponsored by the Centre National de la Cinématographie (CNC). They must select, in agreement with the CNC, from the programme of writing residencies financed by the CNC.

The 'Best Director Award' recognises the director of one of the Videos entered in the Festival. The winner will win a writing grant of 3,000 (three-thousand) euros sponsored by the Centre National de la Cinématographie (CNC). They must select, in agreement with the CNC, from the programme of writing residencies financed by the CNC.

The 'Award for Best Actor' recognises an actor in one of the Videos entered in the Festival.

The 'Award for Best Actress' recognises an actress in one of the Videos entered in the Festival.

6.2. 'Audience Award':

The 'Audience Award' is awarded to the director of the Video selected by online viewers as part of the Festival as provided for by clause 4.2 of these terms and conditions.

Entrants who submitted the other 9 films to receive the highest votes will be invited to Paris for the Festival's prize giving ceremony (the Organiser will pay for their return ticket by train or aeroplane up to a maximum value of €500).

6.3. The 'SensCritique Award':

The 'SensCritique Award' will go to the director of one of the Videos entered into the Festival and will be given by members of the SensCritique community www.senscritique.com

6.4. General terms:

The winners will be notified promptly by email to the email address provided in the registration form within 15 days of 13 March 2018 and will have 3 (three) days to confirm acceptance of their award.

A winner who does not respond within the aforementioned deadline of 3 (three) days of the email being sent will be deemed to have forfeited their award. In this event the Organiser may nominate a replacement winner.

The winner will also forfeit any right to the award where information they provided as part of the entry does not meet the conditions of entry under these terms and conditions. In this event, the grant will be retained by the Organiser who reserves the right to reallocate the prize.

Furthermore, the Organiser may not be held responsible if the winners' email address entered in the registration form for entry to the Festival is not valid, does not work or said winners' inboxes are full and prevent the receipt of the email informing them that they have won one of the awards set out in clause 6 above.

The awards offered do not entitle the winners to any form of objection or claim.

Prior to the awards being issued, the winners must meet the conditions set out in these terms and conditions and prove their identity.

CLAUSE 7. RIGHT TO EXTENSION, AMENDMENT OR CANCELLATION

The organiser reserves the right to curtail, extend, amend or cancel the Festival if circumstances so require or in the event of force majeure. It may not be held liable as a result of this.

Addenda to these terms and conditions may be published throughout the Festival. They will be regarded as appendices to these terms and conditions accepted by the Entrant on registering.

CLAUSE 8. DATA PROTECTION

All information provided by the Entrant when registering for the Festival is intended for the Organiser.

Subject to the provisions of clause 5 and unless otherwise expressly requested by the Entrants, the Organiser will be the sole recipient of personal data provided by the Entrants in the Festival registration form unless the Entrant has agreed to receive offers and information from the Organiser's commercial partners. The details of the Entrants and winners will be processed in accordance with the provisions of French law no. 78-17 of 6 January 1978 regarding information technology, files and freedoms.

They will enjoy a right to access and amend data regarding them by writing to the email address (info@mobilefilmfestival.com) or the following postal address:

MobilEvent, Pôle Mobile Film Festival, 4, impasse Truillot, 75011 Paris, France.

CLAUSE 9. GUARANTEES

9.1 Intellectual property rights

Every Entrant states that they are the lawful owner of all rights to reproduce, represent and broadcast their Video without conditions or reservations and warrant that they have obtained all consent required to broadcast as set out above. In this respect the Organiser points out that the use, even partial, of pre-existing musical pieces and other works in a Video requires the consent of those holding the rights to them.

On first request by the Organiser the Entrant shall provide it with the necessary consent by the rights holders.

Every Entrant undertakes not to copy, even in part, an existing design and not to use any distinctive sign (in particular brand, drawing or design, etc.) and to comply with the law with regard to copyright (Articles L.111/1 *et seq* of the French Intellectual Property Code).

Every Entrant has sole personal responsibility for all agreements required to produce and submit their Video(s) and guarantees having obtained all consent from any natural person/legal entity having participated directly or indirectly in producing, directing, promoting and/or exploiting their Video (and in particular its creators, directors, actors, co-producers, composers, musicians, editors, engineers and/or partners and/or rights holders).

On first request by the Organiser the Entrant shall provide it with the necessary consent by the persons stated above.

In this respect every Entrant holds the Organiser harmless for any claim or action and/or payment that could be made/claimed for any reason by the rights holders and/or anyone covered by this clause 9.1, as well as any natural person/legal entity who did not take part in producing the Video but who would be deemed to have any rights whatsoever (in particular personality rights, brand rights, logos, signs, etc.) to be asserted with regard to the production and exploitation of the Video.

9.2 Image rights and right to private life

Entrants undertake not to breach the provisions regarding image rights and rights to private life (Article 9 of the French Civil Code) and, more generally, any statutory or regulatory provisions in force.

The Entrants must therefore personally ensure the agreement of the individual(s) filmed, or of their parents or legal guardians if a minor is involved, with regard to the uploading of the Video in which the individual(s) appear(s), as well as acceptance of the provisions of these terms and conditions.

9.3 General guarantee

As a consequence of the provisions set out above the Entrant guarantees it is the valid holder of the rights assigned under clause 5 above, as well as all consent required for the aforementioned exploitations. It therefore holds the Organiser harmless against any claim or action by third parties regarding the broadcast Video.

The Organiser could therefore not be held liable in the event of a claim made by a third party and said Entrant undertakes to cover all losses that may be incurred by the Organiser for the use, in any form whatsoever, of the Video it transmits as part of the Festival as its own creation.

Notwithstanding the above, every Entrant expressly guarantees to the Organiser the free and peaceful exercise of the assigned rights, and in particular:

- that they have full powers and capacity to grant the rights assigned hereunder and that these rights are not and will not be exclusively mortgaged, provided as guarantee, charged with any easement, or allocated in favour of any third party;
- that it does or will not do, by means of assignment to a third party or any other means, any act likely to compromise this consent or likely to prevent or hinder the full enjoyment of the rights granted to the Organiser or third party of their free choice under the conditions of clause 5 above;
- that it will not include in the Video any reproduction or resemblance likely to breach the rights of third parties and give rise to complaints for plagiarism and/or piracy;
- that to its knowledge no dispute or legal action is under way, or about to be brought, with regard to the rights assigned to the Organiser by virtue of these terms and conditions.

The Entrants are personally liable to both third parties and the Organiser for breaching the above provisions and hold the Organiser harmless from any disputes, claims or actions that may result from this breach. The Entrants shall personally see to and accept any payments that could be owed or claimed against the Organiser in this respect.

CLAUSE 10. RESPONSIBILITY

The Organiser may not be held liable due to a delay and/or error in routing mail or consignments, their misplacement during sending, their non/receipt or destruction by winners wishing to receive their consignments by mail.

The Organiser accepts no liability in the event of claim or objection regarding in particular the conformity and/or quality of the consignments won.

The Organiser could not be held liable whatsoever in the event of incident or accident arising from the use and/or enjoyment of consignments won.

The Organiser is in no way liable due in particular to a case of force majeure or an event beyond its control such as: a failure, interruption or slowdown of the postal services, methods of transport or telecommunication network.

In the same way, the Organiser would not be held liable under any circumstances, where this list is not exhaustive:

- For the content of Videos sent by Entrants and viewed on the Site;
- For the sending and/or receipt of any data/information via the internet;
- For any failure of the internet network preventing the proper development/operation of the Festival;
- For the failure of any receiving hardware or communication lines;
- For the loss of any item of mail or email and, more generally, the loss of any data;
- For problems with routing;
- For the operation of any software;
- For the consequences of any virus, any IT bug, anomaly, or technical fault;
- For any damage caused to the Festival Entrant's computer;
- For any technical, hardware or software failure of any nature having prevented or limited the possibility of participating in the Festival or having caused damage to the Entrant's system.

In general terms, the Organiser could not be held liable if the Festival needed to be postponed, amended or cancelled due to force majeure or unforeseen events.

In accordance with the provisions of Clause 9 above, the Organiser may under no circumstances be held liable for any breaches by the Videos of third-party rights.

In accordance with the French law regarding confidence in the digital economy of 21 June 2004, the Organiser and/or its partner will be required to remove the contentious Videos in the event of a court order or right-holder claims. The Organiser and/or Partner will refer back to the online visitors in question.

CLAUSE 11. DISPUTES

These terms and conditions are subject to French Law.

In the event of problems with interpreting the terms and conditions or in the event of a dispute, sole jurisdiction will lie with the French courts of Paris.