

octopus

GDAŃSK
FILM FESTIVAL 08-13.08

Terms and Conditions of Octopus Shorts - International Short Film Competition

1. General provisions.

- 1.1. Octopus Film Festival 2023 is organised by Stowarzyszenie Velvet Spoon (Velvet Spoon Association), hereinafter referred to as the Organiser, based at ul. Obrońców Wybrzeża 4B/7, 80-398 Gdańsk, Poland.
- 1.2. Octopus Film Festival 2023, hereinafter referred to as the Festival, will take place on August 8-13, 2023 in Gdańsk, Poland.
- 1.3. Octopus Shorts - International Short Film Competition, hereinafter referred as the Competition, will be held within the Festival.
- 1.4. Film submissions will be open from April 6th to June 16th, 2023.
- 1.5. Entrance fee should be paid upon one's entering the Competition (see section 5).
- 1.6. Films will be selected by the Organiser.
- 1.7. The participants of films qualified for the Competition will be informed by email until July 15th, 2023 at the latest.
- 1.8. 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 two weeks after receiving selection notification.
- 1.9. 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.
- 1.10. The winners of the Competition will receive prize money (see section 8).
- 1.11. Information about the awarded films will be announced on the Festival's website, social media and will be passed on to the media.

2. Formal requirements.

- 2.1. Only short film forms made no earlier than September 1st, 2021 may be submitted for the Competition to be eligible.
- 2.2. Maximum length of the film is 30 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 (<https://filmfreeway.com/festival/OctopusFilmFestival>).
- 2.6. In order to submit the film one should create an account on FilmFreeway 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, 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 by electronic means, for example WeTransfer.com or MyAirBridge.com:

- a 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), or screening copy of unencrypted DCP (the DCP must be tested in a theater beforehand);
- a dialogue list in English language including time codes, in .SRT file (no hardcoded subtitles unless it's part of an artistic vision);
- a transcription/dialogue list in original language for translation check (if possible);
- film information details (synopsis, at least three stills, director's picture, director's bio, 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. 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 two weeks after the submitter will receive the 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 submitter. He is responsible for all customs costs outside of Poland and obliged to comply with customs regulations related to the transport of films. 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\$". The Organizer covers the costs of returning/forwarding screening copies.

4.3. Submitters are entirely responsible for insurance concerning the shipment of films/data disks to and within Poland.

4.4. DCP film copies on external hard drives (HDD/SSD) or pendrives, constituting festival copies, will be returned at the expense of the Organizer within four weeks from the end of the Festival to the return address provided by the submitter. The Festival should be notified of any changes to the return address no later than one week before the start of the Festival. The organizer is not responsible for damages or delays resulting from an incorrectly indicated return address. The Festival undertakes to return the festival copy of the film in a condition not worse than that resulting from normal exploitation.

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. Fees are distributed in accordance with the rules established by the Organizer:

in the period from April 6th to May 15th, 2023 the "Early Bird" participation fee for the Organizer is 5 euros, in the period from May 16th to June 16th, 2023 the "Regular" participation fee is 10 euros.

5.3. Participation fee can be made only by the online payment system PayPal.

6. Liability.

6.1. Upon submitting the film, the submitter consents that the film will be screened free of charge during the timeframe of the Festival (The Organizer reserves the right to decide on the final number of screenings within a given edition of the Festival).

6.2. 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 five times as a part of the possible promotional film tour of the short film from or the Festival within Poland. The Organizer is required to inform the submitter about each forthcoming screening.

6.3. The submitter undertakes to cover expenses if they decide to withdraw the film from the Festival without any reason.

6.4. The Organizer reserves the right to prepare dialogue lists in languages other than English, and in particular in the official language of the country where the Festival takes place.

6.5. If the Festival decides to present films on the online platform, the Organizer is obliged to contact the submitter and ask for permission after presenting them the conditions of the screening.

7. Promotion.

7.1. The submitter agrees to the publication of information about the film on the festival's website, in social media, in official prints and press materials and other promotional channels of the festival.

7.2. Submitting a film to the Competition is tantamount to granting the Organizer the right to share film materials, including photos or film fragments, for promotional purposes, with the media, television stations and partner Internet portals, as well as to use film fragments or film trailer in the promotional trailer of the Festival and in the promotional trailer of Competition or other promotional activities related to the organization of the Festival.

7.3. The Organizer reserves the right to use the above-mentioned materials before, during and after the Festival.

8. Awards and special mentions.

8.1. The decision to grant the Competition awards is made by the jury chosen by the Organizer.

8.2. The jury may also grant special mention that is not associated with any prize money.

8.3. The Organizer reserves the right to change the amount of prize money and the way it is divided.

8.4. The monetary value of the award may be decreased by flat-rate income tax which is equal to 10% of the sum of money and will be paid by the Organizer on behalf of the awarded winner.

9. Personal Data.

9.1. According to the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (GDPR), we inform that the data administrator is Stowarzyszenie Velvet Spoon (Velvet Spoon Association) with its registered office at ul. Obrońców Wybrzeża 4B/7, 80-398 Gdańsk, Poland.

9.2. Providing personal data by the submitter is voluntary, but it is a necessary condition for the implementation of the application for the Octopus Film Festival. These data will be processed for purposes related to the implementation of the Octopus Film Festival.

9.3. The submitted personal data will be stored for a period of 12 months and taking into account the mandatory provisions of law that oblige or authorize the Organizer to process personal data.

9.4. The submitter has 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, if that the processing of personal data violates the provisions of the GDPR.

9.6. The submitter's personal data will not be transferred to a third country/international organization.

9.7. The submitter's personal data will not be processed in an automated manner.

9.8. 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, producer and distributor. The submitter declares 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, email address, telephone number.

9.9. 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 Octopus Film Festival. This information is not of commercial nature.

10. Final provisions.

10.1. Submitting a film to the Festival is tantamount to accepting these Terms and Conditions.

10.2. The Terms and Conditions 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 Organizer 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 Terms and Conditions are decided on by the Festival's Organizer represented by the Director of the Festival.