

## **General Terms and Conditions**

### **1. Scope of application**

These terms and conditions apply to submissions of contributions to a festival by using the submission tool <https://submission.filmserviceinternational.com> and thus constitute an integral part of the agreement between the festival organiser

Filmservice International  
c/o Kammel Österreichisches Filmservice e.U., registration number 499113s,  
Commercial Court Vienna  
Schaumburgergasse 18  
A-1040 Vienna  
Austria  
(in the following "Filmservice International")

and the individual and/or legal entity submitting the film (in the following the "Submitting Party").

The festivals are intended for individuals who have produced or commissioned the production of or have been or, as the case may be, are otherwise involved in the production or distribution of films in the course of their business and who are not consumers within the meaning of section 1 of the Austrian Consumer Protection Act (KSchG).

Filmservice International does not accept any general terms and conditions of the Submitting Party, even if it is aware of such, unless expressly agreed otherwise in writing in the individual case.

### **2. Language**

The language of the contract is German. The translation of these general terms and conditions for submissions is only for information purposes of the parties. Only the German version of these general terms and conditions for submissions is authentic and binding for the parties.

### **3. Participation, conclusion of the contract**

A registration form has to be completed for every submission of a contribution. The same contribution can be submitted simultaneously for different categories.

#### **3.1.Format and medium**

The contributions in the categories for motion pictures can be send as DVD or uploaded directly by using the online submission tool, online media must be referred to via their link (URL).

After the completed online registration, contributions submitted as DVD shall be sent to the following address:

Filmservice International  
Schaumburgergasse 18  
A-1040 Vienna  
Austria

The Submitting Party bears all costs, such as postage, insurance, customs charges and other administrative charges. Filmservice International does not guarantee customs clearance.

In case of a submission to the online categories, the Submitting Party ensures the online accessibility of the submitted website address/URL during the judging procedure as well as for a specified period after the award ceremony.

### **3.2. Language of the contributions**

All contributions should be submitted in the relevant language of the festival. The submitted contributions are also accepted in other languages. In this case the Submitting Party must send the English subtitles respectively a written translation to Filmservice International to enable the jury's evaluation. Special requirements apply to specific categories, which can be accessed via the following links:

AutoVision:

<http://www.auto-vision.org/en/regulations.php>

Cannes Corporate Media & TV Awards:

<http://www.cannescorporate.com/en/regulations.php>

## **4. Submission procedures**

The following rules apply to the entry of a submission by using the festival submission tool: The Submitting Party submits a binding offer for the participation in the festival by successfully completing the submission procedures provided by the festival submission tool.

The submission requires the following steps:

- 1) Application via the festival submission tool after registration and providing the applicant's information (e-mail address and password).
- 2) Creation of a submission
- 3) Review and, as applicable, correction of the relevant entered information
- 4) Confirmation by pressing the button "Add in cart"
- 5) Verification of the information included in the cart
- 6) Binding sending of the submission by clicking the button "Pay Now"

The Submitting Party can verify and correct the information entered by it in relation to the submission as well as in relation to the customer information.

Filmservice International will immediately confirm the receipt of the submission and the acceptance of the offer by sending the invoice by an automatically generated e-mail.

The Submitting Party can access previous submissions in its account by choosing the menu option "My Entries".

## **5. Participation fee, payment**

The submission costs depend on the festival, category, entry type and number of previous submissions. The applicable participation fees as provided by the rules for each festival can be accessed by the following links:

AutoVision:

<http://www.auto-vision.org/en/regulations.php>

Cannes Corporate Media & TV Awards:

<http://www.cannescorporate.com/en/regulations.php>

The indicated fees do not include any applicable value added tax. The invoices for both festivals will be issued by the Austrian office of FilmService International (Kammel Österreichisches FilmService e.U., Schaumburgergasse 18, A-1040 Vienna), i.e. value added tax in the amount of (currently) 20% will be applied. (Status February 2020)

Submissions that have already been entered cannot be cancelled.

Payment can be made by bank transfer or credit card. Payment by bank transfer is preferred within the EU and outside the EU, by credit card.

If the Submitting Party subsequently amends information contained in the invoice (e.g. change billing address, adding of an order number and the like) a fee of EUR 25 applies.

The invoiced amount is immediately due and payable upon completion of the submission and will not be refunded.

## **6. Evaluation by the jury**

The international jury responsible for the evaluation of the submitted contributions is independent. It is comprised of experts in the film industry, the media and agency business as well as experts for marketing and communication. The decisions of the jury are final and cannot be challenged.

A specific number of jurors evaluate the submitted contributions either on site or online. The results of the jury's evaluation will be announced after all evaluations have been received. The winners of an award will only be informed about the particular award(s) in the course of the award ceremony making use of the surprise effect. The disclosure of the final result is subject to the complete payment of the participation fee.

Awards, which have not been accepted during the award ceremony in person, will be shipped to the Submitting Party either by mail or parcel service. The Submitting Party bears the charges for packaging and shipping. The shipment of the award is subject to the complete payment of the charges for packaging and shipping.

## **7. Copyright**

The Submitting Party guarantees that it has all rights to the submitted contributions and that no rights of third parties are infringed. In particular, if individuals are featured, the Submitting Parties guarantee, that no privacy rights are infringed, and the featured individuals have consented to the publication. If third parties claim an infringement of their rights against Filmservice International the Submitting Party is obliged to indemnify and hold harmless Filmservice International.

The submitted contributions will be shown to a specific number of jurors in the course of the evaluation (on site or online).

Some festivals provide a media centre during the event where visitors can view the submitted contributions. If a festival provides such a media centre, the submitted production (unless otherwise notified to Filmservice International) will be accessible in such media centre for the visitors on site.

If an award is won, Filmservice International and the Submitting Party will provide for a licence to be specifically agreed for the viewing of the contribution in the course of the award ceremony, the streaming online and the like.

Potential copyright fees in connection with the publication must be borne by the Submitting Party.

Filmservice International is entitled to use information about the winners (name of the involved production company, client, agency) for the marketing of the festival, also in the future, for example directly at the award ceremony, on the festival website or in press releases.

## **8. Data protection and use of information**

Filmservice International complies with applicable data protection laws and informs the Submitting Party about the stored information and his rights to information, correction and deletion.

All personal and business related information (name, address, e-mail address) and information relating to the contributions to be submitted are processed for the purpose of registration of the participation and evaluation by the expert jury. Personal and business related information is further used for internal business purposes (storage in our submission data base and for marketing for our festivals). The transfer or selling of personal or business related information is in any event excluded.

Information about the stored data can be requested at any time. In addition there is a right to correction and deletion of personal and business related information in accordance with applicable law. A respective enquiry respectively request to correct or delete the personal or business related information can be sent pursuant to the contact details provided on our website.

## **9. Disclaimer**

Filmservice International reserves the right to modify information in connection with a submission (e.g. to change the chosen category, to correct spelling or grammar errors or typos) to the extent it is deemed necessary by Filmservice International. Filmservice International further reserves the right to exclude submissions from the participation in the festival that contain offensive, violence glorifying, racist or discriminating content or cannot be allocated to a category of the festival. Filmservice International does not accept any responsibility for submission forms, which have been completed incorrectly by the Submitting Party, if the Submitting Party chooses the wrong categories or for submissions received by Filmservice International too late.

Filmservice International does not accept any liability for a cancellation of a festival due to events of force majeure.

## **10. Jurisdiction, governing law**

The court competent for the fourth district of Vienna shall have jurisdiction. Austrian law applies exclusively with the exception of its private international law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).