

## **Guidelines FILMSCHOOLFEST MUNICH**

### **1. GENERAL DISPOSITON**

All rights and obligations, in particular any transfers of rights and licenses, are under the condition precedent that FILMSCHOOLFEST MUNICH takes place at to the scheduled date in 2023, or at a later date if necessary. The organizer will inform the applicant of any cancellation or postponement in due time.

By submitting the FILM (i.e. single film, and possibly other related video material (e.g. introduction video), together "**Film**") to IMF (e.g. via festhome.com or other technical means (data carriers, file transfer servers)), the applicant in the following scope transfers exploitation rights to copyright usage rights, ancillary copyrights and/or labeling rights and/or other rights required for the implementation of FILMSCHOOLFEST MUNICH of the registered film production to the company INTERNATIONALE FILMWOCHEN MÜNCHEN GMBH (IMF), which hereby accepts this transfer; the applicant waives a written declaration of acceptance by IMF vis-à-vis the applicant. **Point 1.1.1 will only come into effect if FILMSCHOOLFEST MUNICH takes place digitally.** The party involved in the actual registration of the film shall assume guarantee for the fact that the applicant fulfills the obligations of the applicant as stipulated overleaf. The granting of rights in this manner shall in particular cover the following individual authorities (without any obligations arising therefrom for IMF with respect to media products and/or presentations):

#### **1.1**

For the purpose of cinema exploitation in a time-related and spatial connection with the implementation of FILMSCHOOLFEST MUNICH of the current calendar year, the applicant grants IMF the non-exclusive, worldwide rights, limited to the duration of the FILMSCHOOLFEST MUNICH (Nov. 12 - 18, 2023) The grant of rights shall be irrespective of the set-up of the Online-Ticket System of the Festival (e.g. paid/free individual single tickets, ticket for a specific part of the programme consisting of several Films, ticket for sponsored series, festival pass for the entire content of the festival as a flat rate).

**1.1.1 The On-Demand Rights**, i.e. the right to make the registered Film available in whole or in part or to have it made available in a centralized or decentralized manner and in a way that members of the public may receive resp. perceive the registered Film at a place and at a time of their choice upon individual demand, in particular the right to make the registered Film available on image/sound and other (audio-)visual carrier media of all kinds, in particular on electronic data bases and other storage media, in a way that it can be accessed by users via any means of transmission technology of an online process for reception on stationary and mobile devices of all kinds irrespective of the platform, i.e. including non-linear transmissions via browser or apps and smart TV apps in any format (including Virtual Reality and Augmented Reality formats). This right also includes all forms of television on demand (TV-on-Demand) and all forms of video-on-demand (e.g. Transactional VoD (TVOD) in the form of Electronic Sell-Thru (EST) / Download to Own (DTO) or Video-to-rent (VTR) / Download-to-rent (DTR), Subscription VoD (SVOD), Ad-financed and Ad-supported VoD (AVOD), Free VoD (FVOD), including Catch-up TV) as well as as podcasting and other push services.

The On-Demand Rights also include the right of reproduction in the course of the transmission process, in particular of storage during online transmission, as well as the right to make/produce copies of the registered Film on image/sound and other (audio-)visual media of all kinds and in all formats for the purposes of making the registered Film available, as well as for archiving in own or external offline or online databases. **Point 1.1.1 will only come into effect if FILMSCHOOLFEST MUNICH takes place digitally.**

**1.1.2 The Broadcasting Rights**, i.e. the right to make the registered Film accessible completely or in parts to the public any number of times by way of broadcast, in particular the right to broadcast the registered Film for commercial or non-commercial purposes via all analogue or digital audio and TV broadcasting processes (e.g. terrestrial and wireless transmitters, cable television, cable relay broadcasts and cable re-transmission), including the feed into distribution systems (e.g. within Closed-Circuit TV), and via direct and telecommunication satellites, via all means of transmission in all broadcast formats, including interactive television, Enhanced TV and video- and cable text, as well as in Virtual Reality and Augmented Reality formats, on stationary and mobile receiving devices of all kinds, regardless of the platform, i.e. including linear transmissions via browsers or apps and Smart TV apps, and independent of the form of the legal relationship between the broadcaster and the receiver, e.g. Free TV, Pay TV, Pay-Per-View, Pay-Per-Channel; Customized TV, Push Services or Near-Video-on-Demand. The Broadcasting Rights also include the right of reproduction in the course of the broadcasting or transmission process, in particular ephemeral storage for broadcasting transmissions.

**1.1.3 The Subsidiary Print Rights**, i.e., the right to produce, reproduce, adapt, distribute, publish, to communicate to the public and to exploit in any other way summaries, lists of contents and synopses of the registered Film of up to 10.000 words in our sole discretion, including the right to translate such summaries, lists of contents and synopses of the registered Film in all languages, to publish them in newspapers, magazines, programmes and electronic press kits and to make them available on the Internet, in video and cable texts or via mobile services.

**1.1.4 The Right to Use of Excerpts**, i.e., the right to use and comprehensively exploit excerpts up to a length of 5 minutes from the registered Film in all single parts in any edited or unedited form within or in connection with other productions or excerpts of productions, including for commercials, in any and all media.

**1.1.5 The Right to Advertising**, i.e. the right to use excerpts of the registered Film in all individual elements and in all forms of appearance, including stills and sound sequences, for advertising purposes for the registered Film in any and all media and for any number of times, including the right to use extracts from the registered Film in program previews, e.g. teasers and trailers in all media for advertising purposes for the FILMSCHOOLFEST MUNICH, to advertise/promote the registered Film in printed matter, e.g. in advertisements, on posters, flyers and programme announcements, as well as in the context of tie-in and cross-promotion campaigns, also by way of using the names, pictures/likeness, curriculum vitae (CV) and other information of the Contractual Partner.

**1.1.6 The Reproduction, Distribution and Archiving Rights**, i.e., the right to temporarily or permanently reproduce and distribute the registered Film in whole or in part in any way within the scope of rights granted hereunder, for an unlimited number of times, and to archive it in whole or in part in physical or non-physical form.

**1.1.7 The Theatrical- / Performance Rights**, i.e., the right to use the registered production fully or partly as an image and/or sound carrier of any analogous and/or digital format as desired for public reproduction in movie theaters or in other screening rooms within the framework of presentations of FILMSCHOOLFEST MUNICH during the current year. The rights granted by today's agreement cannot be transferred further by IMF; this does affect the authority of IMF to have the registered productions, within the framework of legally independent cinema presentation enterprises in Munich, presented by the latter (festival cinemas).

## **1.2**

IMF is especially authorized to use or permit the use as follows of presentations taken from the registered film production and/or presentations developed with respect to the registered production in connection with presentation content on the homepage of IMF (<http://www.filmschoolfest-munich.de/en/>) or on other online offers without remuneration which are being offered by IMF, as well as in connection with printed publications (mentioned hereinafter) designed and issued on the occasion of FILMSCHOOLFEST MUNICH during the current year by IMF and/or third parties:

Online presentations which are accessible without remuneration on the planned schedule of FILMSCHOOLFEST MUNICH and the festival contributions planned in connection therewith (with excerpts from the registered productions of a maximum total running time of five minutes).

This shall also include the printed publication as a program and source of information about the festival of the current year; it includes further the more comprehensive publication FILMSCHOOLFEST MUNICH CATALOG circulated for preparation, it includes further advertising publications of other kinds, such as presentations on posters and other information brochures and on the internet for the purposes of preparation and/or implementation of FILMSCHOOLFEST MUNICH during the current year, regardless of whether these publications are produced by IMF itself and/or by third parties on the occasion of FILMSCHOOLFEST MUNICH of the current year. The presentations created for respective film festival of the current year may be retained (distributed and made accessible) for use by IMF as well as by technical service providers called in in this connection until the pertinent presentations on the next film festival by IMF are released (i.e. as a rule, until October of the following year).

This notwithstanding, IMF is also authorized to post, for an unlimited time, its own presentations with excerpts from the registered film production and/or its own presentations developed with respect to the registered production on social-networking sites (such as Youtube, Facebook, Instagram, Twitter and other comparable websites) for free access by any third parties if the presentations taken from the registered film production have a maximum total running time of five minutes. In this connection, any and all documents may be used. With regard to productions that have not been previously released, this shall be admissible for the first time at its premiere during FILMSCHOOLFEST MUNICH.

## **1.3**

With respect to a FILMSCHOOLFEST MUNICH film archive, IMF is authorized, subsequent to the conduction of the FILMSCHOOLFEST MUNICH of the current year, to use and/or to permit the use by technical service providers called in by IMF of the presentations taken from the registered film production (with a maximum total running time of five minutes) and/or presentations developed with respect to the registered production in connection with presentation content on the homepage of IMF (<http://www.filmschoolfest-munich.de/en/>) or on other online offers without remuneration which are being offered by IMF.

## **1.4**

The IMF will produce audiovisual recordings (e.g., Q&As, panels, webinars, master classes, etc.) within the framework of the festival and for the purpose of reporting on the festival as well as promoting the festival itself. The rights granted under section 1.1 therefore also apply to image/sound recordings produced by IMF, including the use of portraits / images of contributors / creative participants in the submitted film contribution (e.g., director, camera, actor, etc.). The applicant therefore affirms to have obtained the consent of the persons concerned to the extent necessary and in compliance with data protection requirements (in particular §§ 12ff. GDPR) that sound, film and photo recordings will be made by this person within the framework of the festival, and that these will be used free of charge for the stated purpose and to the extent of the rights granted in section 1.1 (including the naming of the respective person). IMF receives the right to edit, redesign, shorten, dub or transfer the recorded material in whole or in part to other work forms, while respecting personality rights and the so called "droit moral" of the author.

## **2. REPRESENTATION AND WARRANTIES**

The applicant, upon submitting the film to IMF, warrants that he is entitled to the rights to the production included in the granting of rights pursuant sec. 1.1 and that he is solely authorized to freely use these rights in favor of IMF. Included herein are the rights to the documents to the extent that rights thereto are transferred to IMF. In case the applicant was unable to transfer all the rights that are to be transferred via the agreement today in favor of IMF, the applicant shall release IMF from all claims that may be raised by third parties vis-à-vis IMF and/or legally independent festival cinemas with reference to rights, regardless of their type, for exploitation measures in connection with FILMSCHOOLFEST MUNICH of the current year.

### **2.1**

This includes the costs of legal defense incurred by IMF and/or the festival cinemas. IMF is entitled to settle financial claims from claimants out of court by way of agreements; IMF, within a reasonable period of time, shall inform the applicant of such an arrangement and request a response.

### **2.2**

As agreed IMF has a binding right to a last decision, to prevent, in the event of payment claims by third parties, the execution of court proceedings announced by third parties, by signing a compromise agreement, also with the aim of reaching a settlement on any production right that has become disputed in order to achieve an uninterrupted performance of FILMSCHOOLFEST MUNICH for the current year and to demand that the amount paid to the claimant be refunded by the applicant, if prior negotiations were held between the applicant and IMF about the IMF-envisioned agreement. As agreed, IMF is not committed to have claims against IMF and/or other participants mentioned above and agents, staff members and authorized persons for the purpose of preparation and/or implementation of FILMSCHOOLFEST MUNICH during the current year being legally established in a court proceeding.

## **3. RELEASE**

The commitment made under 2. notwithstanding, the applicant warrants vis-à-vis IMF that, towards his contracting parties, there are no agreements to the effect that the powers transferred to IMF based on the agreement of today cease or pass from the applicant to a third party, if insolvency proceedings are requested or started against the assets of the applicant, the applicant discontinues his payments in business operations, defaults on his payments or other dissolving conditions for his own earlier acquisition of rights of the applicant occur. The applicant further guarantees vis-à-vis IMF that a third party from which he derives his rights (regardless of the type) to the production, has not agreed any relevant dissolving conditions with his contracting partners for the earlier acquisition of rights in favor of the applicant which could cause IMF to lose, through no fault of its own, the rights transferred by the agreement of today. Where the applicant cannot meet these requirements, he has to expressly indicate that fact; at any rate IMF and/or the festivals will then be entitled to compensation from the applicant.

The applicant and IMF agree that legal claims are only accessible to release where consecutive financial effects are involved, i.e., only with respect to accompanying costs of proceedings and other accompanying expenses and/or damage, but a release cannot replace missing rights to the production (the existence of which is necessary for the proper implementation of FILMSCHOOLFEST MUNICH of the current year). The applicant and IMF therefore agree further that a release cannot prevent those claims against IMF itself and/or the independent cinema enterprises involved in the implementation of FILMSCHOOLFEST MUNICH during the current year, in particular, for restraint (prohibition of the presentation of production and advertising) and claims in all other respects can be raised and, possibly, enforced. On this proviso the applicant and IMF agree as follows:

**3.2**

The applicant of the registered production shall release IMF and/or the festival cinemas and/or agents, staff and/or authorized persons from all claims raised by third parties in connection with the presentation of the registered production and/or its advertising within the framework of FILMSCHOOLFEST MUNICH of the current year for the alleged violation of rights of personality (including the right to one's own image and/or name/labeling right and/or rights to quoted statements and/or rights to other aspects of personality such as to the totality and/or details of a person's life image) against IMF and/or the festival cinemas and/or agents, staff and/or authorized persons - all such parties shall be released by the applicant of the registered production from claims of third parties.

**3.3**

This release in particular covers the adoption of the following claims and/or costs: claims by third parties with respect to the payment of money (including compensation for material damage claimed and/or intangible compensation for pain and suffering calling for the payment of money in connection with a damage that does not constitute a pecuniary loss); subparagraph 7 shall be applied correspondingly.

By submitting the film via festhome.com, applicants agree to the competition regulations and guidelines of the FILMSCHOOLFEST MUNICH.

**4. HOTEL ROOM CANCELLATION POLICY**

If rooms the festival has reserved for you are not cancelled by 4 weeks before the festival begins, you will be charged 90% of the incurred cancellation fees.

**5. PLACE OF JURISDICTION**

Where a valid agreement between the applicant on the one side and IMF on the other side is possible, the court venue for the clarification of differences of interpretation in connection with the formation and/or the execution of the agreement formed today, according to the agreement, shall be Munich, with IMF being entitled to initiate court proceedings at the place of the applicant's registered office too.

**6. SUBSTANTIVE LAW**

Where an agreement can be admissibly made, the legal relationship between the applicant and IMF shall be subject to substantive German law (with the exception of UN Convention on Contracts of April 11, 1980/CISG).

**7. SEVERABILITY**

Where individual provisions are invalid or become invalid the validity of the other provisions shall not be affected. The parties then have to agree on a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to gaps in the agreement between IMF and the applicant.

**8. PREVAILING LANGUAGE VERSION**

The guidelines are issued in the German and English languages. In cases of doubt the German version shall prevail.