Conditions of Participation

As part of the Filmfest München, the "CineCoPro" program series, organized for the first time in 2019, provides producers of German co-productions with a special platform to present their films to an international audience.

One of the participants of this series will be awarded with the "CineCoPro Award".

These Conditions of Participation set forth the prerequisites for participation in the “CineCoPro” 2019 ("Competition"). Upon submitting your confirmation of participation, you agree to these conditions and acknowledge their binding nature.

I. Sponsorship

The Competition is organized and hosted by Internationale Münchner Filmwochen GmbH, Sonnenstraße 21, 80331 Munich ("Sponsor").

II. Objective of the Competition

With this Competition, the organizers of the Filmfest München want to honor high-quality international co-productions with German participation and lay the foundation for future productions of that nature. Aside from the co-producer's special involvement in the production, the key selection criterion focuses on the artistic quality of the projects.

III. Prerequisites for participation

In order to be able to participate ("Participant") in the Competition with a film ("Entry"), the personal prerequisites for participation (more thereon under clause 1.) and the film-related prerequisites (more thereon under clause 2.) must be met.

1. Eligible participants are film production companies registered (in the commercial register or as a registered trade) and headquartered in Germany, or film production companies from other EU member states having a branch or permanent establishment in Germany.

2. Film-related prerequisites:
   a. Feature length film (fictional or documentary) with a screening time of at least 79 minutes;
   b. Binding confirmation from the copyright owner granting permission to premiere in Germany at the Munich Film Festival as part of the "CineCoPro" program series;
c. German co-production in which the applicant is involved as German co-production partner providing at least 10%, but no more than 90% share of the financing, to be evidenced by means of a certificate from the Federal Office for Economic Affairs and Export Control (BAFA) in accordance with the German Film Funding Code (Filmförderungsgesetz; FFG) (guidelines to German certificate of origin) or by other suitable proof (confirmation of subsidy, coproduction agreement, or similar).

d. Making available the Entry for evaluation by the jury via an online link or access to an online screening platform. The entry shall be available for screening at least from 1 June 2019 until and including one day before the jury session (2019: 24 June).

IV. Procedure

a. Participants will be given access to the Competition exclusively upon invitation by the Sponsor and only via participation in “CineCoPro” series curated by Filmfest München and after submitting their attendance confirmation. An obligation to submit additional documents will result from such confirmation as well as from these conditions. The Sponsor will provide the film producers taking part in the series with the attendance confirmations.

b. The participating film producers will be provided with information about the deadline to provide the respective documents by the Sponsor. Deadline is met when the confirmation of participation as well as all corresponding documents and certificates and the screening link have been submitted. The application must be submitted by e-mail to program@filmfest-muenchen.de.

c. The Sponsor shall appoint an independent three-person expert jury who will express a recommendation for the award. The jury meeting shall be convened by the Sponsor. The jury come to its decisions in closed sessions. The jury shall base its decision exclusively on the artistic quality of the projects submitted as well as the co-producer's special involvement in the production. The decision shall be made by majority vote, no later than 25 June 2019. The Sponsor shall be solely responsible for compliance with the formal prerequisites and make the final decision on the award-winning entry. The Sponsor shall not be required to justify its rejection decision.

d. The award winner will be announced during the 2019 Filmfest München.

V. Award winner

1. The prize awarded by the jury bears the following name: "CineCoPro Award [2019]".

2. The award is endowed with EUR 100,000 (in words: one hundred thousand euros) in prize money, awarded in the form of a claim (as defined in further detail in section VI. below) for a non-repayable funding advance, which the award winner can use as if it were its own funds, but only for the purpose of producing a future film project that meets the following criteria ("Follow-Up Project"): 
a. German co-production in which the applicant is involved as German co-production partner providing at least 10%, but no more than 90% share of the financing, to be evidenced by means of a BAFA certificate (German certificate of origin) or other suitable proof (confirmation of subsidy, coproduction agreement, or similar).

b. The claim for disbursement of the prize money shall expire if the award winner fails to verify the financing contract to the Sponsor, within 24 months after the award winner was announced. In reasonable exceptional cases and only upon request, the Sponsor can extend the above period by 12 months. The granting of such an extension lies in the sole discretion of the Sponsor.

c. In the opening credits of the project/film as well as in all printed and digital advertising and promotional materials, the “CineCoPro Award 2019” must be mentioned in suitable form (by name or by displaying the logo). The logo will be provided by the Sponsor.

d. The award winner agrees to celebrate the German film premiere of the Follow-Up Project at the Filmfest München, or in the main competition of a top-tier festival taking place in Germany.

**VI. Disbursement of the prize money**

a. The claim for disbursement of the prize money shall not become effective until a Prize money agreement is concluded between the award winner and the Sponsor. The proper use of the awarded prize money for the designated purpose shall be verified in accordance with the Budgetary Law of the Federal Republic of Germany. The Sponsor shall therefore disburse the prize money only until after such a Prize money agreement, specified by the Sponsor, has been signed. Stated agreement will contain terms on the use of the funds, the requirements for the Follow-Up Project, and the proof that the prize money has been used in accordance with the designated purpose.

b. Prizewinner and contractual partner is the applicant who won the award.

c. The prize money must be distributed on the production of a Follow-Up Project that meets the requirements.

d. Disbursement dates:
   - 50% against proof that financing means have been obtained in compliance with the requirements imposed for the Follow-Up Project;
   - 30% at the start of filming;
   - 20% following the source and disposing statement certified by an accredited auditor.

e. The award winner's claims arising from the Competition or the prize money agreement cannot be ceded.

**VII. Repayment of the prize money**

If it is revealed after the full or partial disbursement of the prize money that any or all of the prerequisites imposed on the Follow-Up Project or the use of the funds will definitely not occur, or if the award winner violates the Prize money agreement, the prize money must be returned to the Sponsor without due delay and in full.
VIII. Claims arising from the Competition cannot be pursued before the courts.