

CACTUS

International
Children's and Youth
Film Festival

PURPOSE OF THESE RULES

Please, read the following terms and conditions for participating to The Cactus International Children's and Youth Film Festival 2021. By submitting the Short Film, the participant expressly acknowledges and agrees that he/she/it shall be bound by the terms of this agreement.

The following terms and conditions (these "Terms") govern the submission of films to the Cactus International Children's and Youth Film Festival for consideration for the 2021 Cactus International Children's and Youth Film Festival (the "Festival").

To the extent this document is inconsistent with any other document prepared by the CIFF or anyone else, this document will take precedence. Any questions about these Terms should be directed to cactusfilmfestival@gmail.com.

The CIFF reserves the right to decide all questions not specifically provided for herein.

SUBMISSION AND ELIGIBILITY

Each participant may enter the CIFF 2021 once only.

Registration ("Entry") consists in sending the Short Film, materials and data mentioned in these Terms.

By submitting a Short Film to the CIFF for Festival consideration, the submitter (the "Applicant") represents that he, she or it has obtained consent from any and all the Film Owners for submitting the Short Film to the CIFF and screening the Short Film and at associated events, in theaters or online, and has read, understood and agreed to these Terms.

The CIFF may disqualify or reject any Entry that it determines, in its sole and absolute discretion, is not in compliance, in whole or in part, with these Terms, and may do so without returning the Applicant's submission.

To be eligible to screen in the CIFF 2021, production of the Short Film must be completed no earlier than January 1, 2016.

If the Entry contains dialogue, voice over or any narration not in English or Italian or French, the Entry must be subtitled or dubbed in English or Italian or French.

In order to participate to the CIFF 2021 selection, the Applicant must submit a valid link for a secure online streaming or download of the Short Film object of the Entry. The Applicant ensures that the submitted link does not expire and provides any necessary passwords to make the selection committee accesses the Short Film.

The Entry includes the submitting of available promotional materials such as high-resolution stills, production credits, director's biography and press reviews.

Once submitted, Entries may not be withdrawn from participation in the Festival.

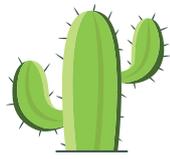
In the event of selection, the Applicant must deliver to the CIFF an HD digital video file of the Entry by electronic file transfer. Further information will be provided by the organization committee.

INTELLECTUAL PROPERTY - GRANT OF RIGHTS

By submitting the Entry to the CIFF, the Applicant and Film Owners (the "Submitting Parties") hereby represent and warrant that:

(a) the Entry is wholly original and is not copied from and does not include any other work that is the subject of copyright or other protection, unless such work is in the public domain or the Submitting Parties have obtained any and all consents, releases, licenses and other authorizations or waivers of any kind necessary for the inclusion or reproduction of any person, character, location, thing, trademark, sound recording, musical composition or other work in the Entry;

(b) the Entry does not defame any person or violate the common law or statutory rights, including, without limitation, the rights of privacy and publicity or any other right of any person;



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(c) there are no agreements, nor will there be any agreements made subsequent to the date of the submission of the Entry that would or could have the effect of impairing the Submitting Parties' ability to provide the Entry as contemplated herein, or otherwise conflict with any provision of these Terms;

(d) the Submitting Parties agree to indemnify and hold harmless the CIFF, its licensees, successors and assigns and its and their members and affiliates (each a "Releasee"), from any claim, suit, action or other proceeding brought against a Releasee arising from the use and exhibition of the Entry submitted by the Applicant or the breach or alleged breach of any representation, warranty or other agreement made by the Applicant in these Terms.

If the Applicant's Entry is selected for participation in the Festival, the Applicant hereby irrevocably grants the CIFF the following rights with respect to the Entry on a "free-use" no-fee basis, without reservations, conditions or qualifications:

(a) the right to exhibit the Entry on a secure streaming platform;

(b) the right to present or allow others to present excerpts of the Entry up to a total of three minutes in length in any medium for promotional purposes;

(c) the right to incorporate and use stills, art, footage, biographical material, names and likenesses from the Entry for promotional purposes;

(d) the right to provide the trailer of the Entry for promotional purposes;

(e) the right to exhibit the film for educational use for a period of twelve months following the Festival and exclusively on Italian territory;

(f) the right to make the Entry available for public exhibition at Italian venues nationally for a period of six months following the Festival as part of the touring Festival programs;

(g) the right to retain any and all revenues from merchandise and sponsorship associated with the Entry's participation in the Festival or any associated events.

The CIFF shall use its best efforts to ensure correct title and credits are listed on Festival materials but shall not be held liable for inadvertent errors and omissions.

The CIFF reserves the right, in its sole and absolute discretion, to schedule or adjust dates and times of all film screenings at the Festival or any associated events and to shift the presentation of the Festival from theaters to an online experience.

FINAL MEASURES

This list of regulations has been drawn up in both the Italian and English languages. If problems of interpretation should arise the version in Italian will prevail. The management of the CIFF is allowed to take decisions that are not foreseen in the above regulations and to change the regulations in special cases.

The Court of Aosta (Italy) is regarded as the competent authority for all eventual controversy.

FILMFREEWAY <https://filmfreeway.com/CactusFilmFestival>

FESTHOME <https://festhome.com/festival/cactus-international-childrens-and-youth-film-festival>