

RULES AND TERMS

TRAMWAY FILM FESTIVAL

I. GENERAL PROVISIONS

1. Tramway Film Festival (hereinafter referred to as Festival), organized by Fundacja Edition Spotkania foundation (hereinafter referred to as Organizer), shall be held on November 17–19, 2023, at Centrum Sztuki Współczesnej Zamek Ujazdowski (Ujazdowski Castle Centre for Contemporary Art). The Organizer reserves the right to change the dates of the Festival.
2. The Festival is planned to take a live form, i.e., the events will take place at locations with live audience. In case of a force majeure, independent of the Organizer, which would prevent carrying out a live event, the Organizer may carry out online screenings.
3. The Festival has been devised by Bartosz Reetz, hereinafter referred to as the Director.
4. Fundacja Editions Spotkania foundation, located at Puławska 182, Warsaw, is the producer of the Festival.
5. The Festival welcomes authors from all over the world. The mission of the Festival is to showcase and promote original, innovative and conscious art film, especially the works of authors of short film.
6. The core of the Festival is competition in two categories, featuring films selected from works submitted. The remaining non-competition sections shall include films selected by the Director and invited by the Organizer.

II. SECTIONS

1. The Festival comprises of the following sections:
 - a) Cineverso (cinema from the other side): short fiction films (up to 30 minutes) from all over the world. A prior Polish premiere thereof is not required.
 - b) Cine Sin Fine (cinema without end): short films (up to 30 minutes) from all over the world, especially experimental, fiction-documentary hybrids, essays and avant-garde films. A prior Polish premiere thereof is not required.
 - c) Focus: a selection of the best short films (up to 30 minutes) from a given country, region or film school. This is a non-competition section.
 - d) Cinephile: a screening of feature films. This is a non-competition section.
 - e) Open Door: a review of the best short films from a given film festival. This is a non-competition section.
 - f) New Spirit: a review of short films by a single author. This is a non-competition section.
2. The Organizer reserves the right to change the names of sections, add more sections beyond those listed in Section 1) or refrain from organizing selected sections from the ones selected in Section 1).

III. TERMS OF SUBMITTING FILMS FOR COMPETITION

1. Only the films that meet the criteria set below may be presented at Tramway Film Festival, except for special cases, which shall require consent of the Director. The rules of entering Competition are set forth solely in these Rules and Terms. Any promotional and marketing assets serve the purpose of information only.
2. Submitting a film for Competition is tantamount to non-conditional acceptance of these Rules and Terms.
3. The Competition is open to authors of films of minimum age of 18.
4. Only films produced on January 1, 2020, and later shall be accepted for competition.
5. Films produced with contributions by the Organizer, Director or the Jury shall not be accepted for competition.
6. The Submitting Party should have full copyright for the film submitted; or the Submitting Party must be entitled by the owner of the copyright to submit the film for selection. Films may be submitted by art schools, films schools, producer companies, film institutions, individual authors or other eligible parties.
7. An unlimited number of films by the same director may be submitted for selection.
8. Should the Director conclude that a film has been mistakenly submitted to the wrong category during selection, the Director shall move the film to the right category. The participant of the competition shall have no right to object to the aforesaid change of category.
9. One film may be submitted only for one of the competitions organized during the Festival. Should the same film be submitted for two competitions at the same time, it shall be disqualified.
10. Films along with all obligatory attachments shall be submitted for competition selection only via the FilmFreeway online platform.
Obligatory attachments are as follows:
 - a) A time-coded dialogue list in English in .srt format.
In case of films in Polish it is acceptable to submit a film with English subtitles that are an integral part of the image (so called *hardsubs*);
 - b) At least 3 stills from the film in .jpg format;
 - c) A picture of the director in .jpg format;

d) A film poster in .jpg or .pdf format.

11. The Submitting Party is obliged to send any missing information and assets within 7 days upon being informed by the Organizer that the submission of the film was incomplete. Should the Submitting Party fail to send any missing information and materials within the time given, the Organizer may decide not to qualify the film for selection.

12. Every submission via the FilmFreeway platform shall incur payment as follows:

a) Early Bird Deadline – August 31, 2023 – 5 USD for every film submitted (paid via FilmFreeway platform)

b) Regular Deadline – September 30, 2023 – 10 USD for every film submitted (paid via FilmFreeway platform)

c) Late Deadline – October 20, 2023 – 15 USD for every film submitted (paid via FilmFreeway platform)

13. Films submitted after October 20, 2023, shall not be considered in this year's selection.

14. Selection copies must remain available for online streaming at least until the Submitting Party has been informed about the results of the selection. The Organizer shall not accept for selection any films on DVD or Blu-ray discs or any other storage media.

15. The Director of the Festival is responsible for qualifying films and accepting films for competition. The Director of the Festival has the right to select the films that have not qualified for competition to non-competition sections.

16. The list of the films qualified for competitions shall be published on the Festival website at tramwayfilmfestival.com. The Organizer shall inform the Submitting Parties about the results of the selection process.

17. The Submitting Party agrees not to withdraw the film from the Festival after the results of the selection have been announced.

18. The submission fee shall not be returned in case a film is not qualified.

19. The Organizer is not obliged to provide justification for the decisions made at the qualification stage.

20. No more than 20 films shall be selected for each competition.

IV. FESTIVAL SCREENINGS

1. Within 7 days upon receiving information that a film has qualified for competition, the Submitting Party must send the Organizer the following:

a) A screening copy of the film saved as a .mov or .mp4 file with the use of H.264 codec, 1080p (non-interlaced) or higher resolution with integrated English subtitles;

b) A dialogue list in English in .srt format synchronized with the screening copy (applies to non-Polish language films only);

c) A list of festivals the film has been screened at so far with a record of any awards received;

d) Indication whether the screening at the Festival will be a Polish, European or world premiere (screenings will not take place before November 17, 2023).

2. A screening copy along with other information can be sent via a file download hyperlink to info@tramwayfilmfestival.com or as files saved on a USB flash drive sent by mail or courier service to:

Fundacja Editions Spotkania

ul. Puławska 182

02-670 Warszawa

ATTN: "TFF"

3. Failure to send the assets listed in Section 1) may result in the film being removed from the Festival lineup. At the same time, upon receiving a screening copy the Organizer reserves the right to not accept any further screening copies

of the same film should according to the Organizer technical and time constraints would make it impossible to adapt the following copy for screening at the Festival.

4. The Organizer shall not cover any mailing or courier services costs related to sending the screening copy.
5. A sent storage device shall become the property of the Organizer and shall not be returned (except for portable hard drives with DCP copies).
6. The Organizer shall not charge any fees for screening a film at competition or theme sections.
7. The Organizer shall not cover any licensee fees for the use of short films. The Submitting Party grants the Organizer a free, non-exclusive license unlimited in time and territory to use the film in the form of public screening as part of the Festival and its replications in cinemas, other interiors and in the form of outdoor screenings.
8. The Submitting Party whose film has qualified for competition gives consent for five free screenings of the film after the Festival for the purpose of promoting short film and the Festival. The Organizer is obliged to inform the Submitting Party about any scheduled screening.

V. PARTICIPATION IN THE FESTIVAL (REPRESENTING THE FILM)

1. The Organizer grants free participation in all of the Festival events for all participants of the Festival. Should it be necessary to carry out the Festival online, access to some of the events may be restricted to the territory of Poland.
2. The Organizer shall provide a limited pool of free accommodation for a maximum of 2 representatives per film qualified for the Festival, unless circumstances that arise independently of the Organizer would limit the possibility to host guests. Free accommodation shall be given based on the order of applications and availability of accommodation.
3. The Organizer shall neither cover nor refund any costs of travel or catering to the participants of the Festival.

VI. AWARDS

1. Films qualified for competition shall be evaluated by the Jury appointed by the Director and agreed by the Organizer. The Jury shall comprise of representatives of the world of film.
2. The deliberations of the Jury shall be closed to the public and may take a remote form. The decisions of the Jury shall be deemed final and not subject to appeal.
3. There are prizes for the best film in each of the two short film competitions.
4. The Jury may also award one honourable mention in each competition.
5. The Organizer reserves the right to establish financial prizes listed in Sections 3) and 4).
6. The verdict of the Jury and other decisions regarding prizes shall be announced at the official finale of the Festival. The list of the awarded authors shall also be published on the Festival website. The Organizer reserves the right to refrain from hosting a live official finale and organize an online streaming event instead.
7. The authors of the awarded films who will not be able to take part in the official finale of the Festival should send a short (up to 1 minute) video acknowledgment of the award received immediately upon receiving the information about the award via e-mail to: info@tramwayfilmfestival.com
8. Laureates or their appointed representatives may collect their certificates at the official finale of the Festival or at the Organizer's office on a date agreed beforehand with the Organizer. The Organizer may also send the statuette and the certificate to the address specified by the laureate by courier services.
9. The Organizer reserves the right to add or change the categories of awards given.

VII. OTHER PROVISIONS

1. The Submitting Party grants the Organizer the following licenses:

a) A free, non-exclusive license unlimited in territory to use the film for public screening as part of the Festival and its replications;

b) A free, non-exclusive license unlimited in time or territory to use provided promotional assets (e.g. summary, stills, staff and cast bios, etc.) in publishing assets related to the Festival (e.g. print, website, social media, press releases, etc.) as well as in order to promote the Festival in the media;

c) A free, non-exclusive license unlimited in time or territory to use fragments of the film selected at the Organizer's discretion (a trailer or fragment of the film up to 10% of the total time) for any promotional activities related to the Festival (print, website, social media, press releases, the Internet, radio, television, cinema, etc.);

d) A free, non-exclusive license unlimited in time or territory to translate a dialogue list to Polish and screen the film with Polish subtitles (applies to non-Polish language films). The license shall also cover creating subtitles for hard of hearing and audio description.

2. Granting a free, non-exclusive license limited to the time of screening during the Festival and limited to the Polish territory to share the film publicly in the form of online access requires an additional consent from the Submitting Party, which can be granted via the submission form or in writing via e-mail. Potential online sharing of the film shall be restricted to the territory of Poland and comprise of 500 unique streamings without the possibility to download the film on a user's hard drive and shall require submitting a password obtained from the Organizer by a registered user. The Organizer is obliged not to share the film online without prior consent granted by the Submitting Party.

3. The Organizer reserves the right to use promotional assets during as well as after the Festival. The Submitting Party declares to have all rights to the above promotional assets. Should the Organizer receive claims related to the abovementioned promotional assets from any party, the Submitting Party is obliged to exempt the Organizer from any liability in this respect.

4. Submission of a film is tantamount to consent to the provisions of these Rules and Terms.

5. The Organizer of the Festival shall not be made liable for any breach of any third party rights related to the use of the works submitted, unless such breach would be at the Organizer's fault.

6. Any matters not covered by these Rules and Terms shall be settled at the discretion of the Organizer, represented by the Director of the Festival.

7. These Rules and Terms have been written down in Polish and English. Any disputes regarding the provisions herein shall be settled based on the Polish version of these Rules and Terms.

8. These Rules and Terms are governed by the Polish law. Should any disputes arise in relation to these Rules and Terms, they shall be settled by courts of law in Warsaw, Poland.

9. The Organizer has the right to change selected provisions of these Rules and Terms.

10. Pursuant to Art. 13 pp. 1–2 of the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) we hereby inform that:

a) The Data Controller of personal data of the Submitting Party / Author is: Fundacja Editions Spotkania foundation, located at Puławska 182, Warsaw, represented by Paweł Bujalski and Maciej Budzinski.

b) Personal data of the Submitting Party / Author shall be processed for the following purposes:

– carrying out participation in Tramway Film Festival events;

– informative, i.e. distributing information regarding activities carried out by the Fundacja Editions Spotkania foundation.

c) The recipients of personal data of the Submitting Party / Author apart from the Controller shall be limited exclusively to parties eligible by law to receive personal data.

d) Personal data of the Submitting Party / Author shall be retained until the withdrawal of consent to process such data. Withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

e) Personal data of the Submitting Party / Author shall not be subject to profiling.

f) The Submitting Party / Author has the right to request access to and rectification or erasure of personal data or restriction of processing concerning the data subject and to object to processing as well as the right to data portability and to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

g) The Submitting Party has the right to lodge a complaint to the Personal Data Protection Office should they consider that the processing of their personal data has breached the provisions of the General Data Protection Regulation as of April 27, 2016.

h) Even though the Submitting Party / Author willingly agrees to share their personal data, sharing personal data is a necessary condition for participation in the programme of Tramway Film Festival.

VIII. ADDITIONAL INFORMATION

1. More information about the Festival can be obtained from the Festival office:

Fundacja Editions Spotkania

ul. Puławska 182

02-670 Warszawa

email: info@tramwayfilmfestival.com