



ENTRY DEADLINE: DECEMBER 1, 2020

REGULATIONS

28. INTERNATIONALES TRICKFILM-FESTIVAL STUTTGART — FESTIVAL OF ANIMATED FILM MAY 04—09, 2021

INTERNATIONAL COMPETITION // YOUNG ANIMATION // TRICKSTAR NATURE AWARD // TRICKS FOR KIDS // ANIMOVIE

Introductory Remarks

The Film- und Medienfestival gGmbH (hereinafter also referred to as "FMF") organizes the Stuttgart International Festival of Animated Film (hereinafter referred to as "ITFS") once a year; it is one of the most significant animated film events worldwide, also interfacing with visual effects, architecture, design, art, music, science and the games industry. The ITFS is an Oscar-qualifying festival which offers film authors, producers and distribution companies the possibility of presenting their films, interactive and transmedia works as well as VR and AR projects both to industry representatives and also to a wide and interested audience.

The aim of the ITFS is to promote the artistic animated film, one of its main priorities being to offer a platform to young artists.

The 28th Festival will be held from May 04 to 09, 2021.

The Regulations govern the entry terms and conditions for submitting films to the competition and for presenting films, audiovisual works, transmedia works, VR and AR projects (hereinafter collectively referred to as "Audiovisual Work") in the context of the ITFS and in connection with the ITFS.

1. Submission

1.1 Terms and Conditions of Entry

Any animated film, including computer animations and combinations of live action and animation, can be entered for the competition if it was completed after October 01, 2019. Only completed films can be taken into consideration in the preselection. Cases of doubt are decided by the Festival management. It is preferable to have an upload of the film for the viewing. Films with dialogues that are not in English must have English subtitles. **No entry fee is charged. No payment of film rental for the films that are selected is provided for.**

Only productions up to 30 minutes in length may be submitted to the **International Competition**, to the student film competition **Young Animation**, to the **Trickstar Nature Award** and to the children's film competition **Tricks for Kids**.

Any animated film produced by students and graduates of film, art and media universities and other educational institutions may be entered in the student competition.

Young Animation. Student films may not be submitted directly to the International Competition.

Animated short films and series for children (max. one episode each) can be entered in the children's film competition **Tricks for Kids**. Series may be submitted subject to the condition that the episode tells self-contained stories or part stories.

Animated short films addressing the issues of climate protection, biodiversity, the environment and sustainability in a critical and informative and also entertaining and humorous way may be submitted to the **Trickstar Nature Award**.

Productions over 60 minutes in length and which, at the time of the Festival, have not yet had an official theatrical release in Germany, may be submitted to the feature film competition AniMovie.

1.2 Entry / Submission for preselection

A precondition for participating in the ITFS is that the entry form has been fully completed and submitted online to FMF. The Audiovisual Work must be submitted in digital form in accordance with the technical requirements. As the submitter, you have two alternative options for this:

A) You can register as the rights holder or as the legal representative of the rights holder on our website at itts.picturepipe.net/ by stating your name, your business address, your contact data, the name of the company you act for and your position, and we provide you with the data (user name and allocated password) to access our submission portal. By entering the access data, you are granted access to our submission portal where you have to enter your registration data again and the details required relating to the Audiovisual Work you wish to submit.

or

B) You can fully complete the entry form available in PDF format here and send this to us by e-mail to the following address: printtraffic@festival-gmbh.de.

The precondition for effectively entering a submission is that you agree to the application of these Regulations and all the annexes and all the declarations in the entry form including the <u>Data Privacy Statement</u> and complete the form in full and dispatch it, and that you make the Audiovisual Work to be submitted available in the form of a download link in accordance with the technical stipulations. In particular, the following details have to be provided and/or accompanying materials submitted:

- Brief summary of the content
- Credits
- Filmography director
- Dialogue list with time codes (for the original language and English)
- Subtitle bar (English)

- Stills (300 dpi, jpg)
- Press material
- Relevant contact data
- Declaration on the granting of rights of use

When an entry is submitted, all the authors have to be named in full in accordance with the statutory requirements. Incomplete or flawed submissions which are not compliant with the technical requirements or with the conditions of the entry form or have content which infringes rights, cannot be taken into consideration and are excluded from participating in the competition. One entry form has to be completed for each film.

Participation in the competition is free of charge.

Closing date for entries and submission for the preselection: **December 01, 2020** (date of receipt)

2. Preselection and preselection committees

The FMF Festival management examines whether all the conditions for entry and the formal requirements have been met. If the entry conditions or formal requirements have not been met, the submission is excluded from participating in the competition. It is possible to correct any deficiencies up until expiry of the deadline for submissions.

The preselection committees decide on the composition of the competition programme. The criteria for the selection are specified by the Festival management. The artistic quality of the Audiovisual Work is decisive. During the preselection for the student film competition Young Animation, the preselection committee has the possibility of proposing graduation-project films for participation in the international competition. All the persons who have submitted a film for preselection will be notified by March 01, 2021 at the latest whether or not their entry has been included in the Festival programme.

3. Jury and Awards

The Festival management decides on the composition of the international juries for the various competitions. The respective juries decide on awarding the prizes in their competition. No member of the jury may have been involved in the production or distribution of a film presented to him*her for assessment. Prize moneys are disbursed to the rights holder of the film or to a person in the film team who has been nominated by the rights holder.

The following prizes are awarded:

A) International competition

Grand Prix

State of Baden-Württemberg and the City of Stuttgart Grand Award for Animated Film.

Lotte Reiniger Promotion Award for Animated Film

Award for the best graduation film by a final-year student at an international film, art or media university.

SWR Audience Award

B) Young Animation

International student film competition — Prize for the best student film. The FANtastic Award — Prize for the best animation talent.

C) Tricks for Kids

International competition for animated films for children. Award for the best animated children's short film.

D) Trickstar Nature Award

Prize or the best animated short film production addressing the issues of climate protection, biodiversity, the environment and sustainability in a critical and informative and also entertaining and humorous way.

D) AniMovie Award

Prize for the best animated feature film.

The prizes in the International Competition, Young Animation, Trickstar Nature Award and AniMovie will be awarded on May 09, 2021 in the evening. The prize for the best animated film for children (Tricks for Kids) will be presented in the afternoon of May 08, 2021. A precondition for receiving an award is that one official representative (direction, production, distribution, sales company) of the award-winning film must be present at the awards ceremony.

Special entry forms are available at www.ITFS.de for registering to participate in the following competitions:

October 2020: German Animation Screenplay Award

November 2020: Trickstar Business Award

December 2020: Animated Games Award Germany

4. The films selected

The films selected will be sent an official invitation by e-mail to the person indicated as the submitter in the entry form. The invitation is given for one or several sections subject to the conditions specified in the invitation letter. In order to confirm the submission, the rights holder must complete the entry form enclosed with the invitation letter. The invitation to the Festival is not transferable. The invitation is for the film which was presented to the selection committee for assessment. If any changes have been made to the film, these changes must be disclosed to the FMF programme department.

5. Declaration for the film selection

By entering a submission, the submitter makes a binding undertaking to make the Audiovisual Work available for the official Festival program ITFS 2021 if it is selected. It is not possible to withdraw the Audiovisual Work.

6. Presentation copies

The Audiovisual Work submitted must be in the format DCP (SMPTE/DCI) for presentation at the ITFS. In exceptional cases MOV or MP4 files can be accepted. This has to be clarified with the programme management. The Audiovisual Works must be submitted on a USB memory device (EXT2 or NTFS formatted HDD or USB flash drive). We recommend USB 3.0. No other presentation formats are permitted. If the Audiovisual Work is not in English, the presentation copy must have English subtitles. The DCPs and files will be examined and copied onto hard disks for presentation in various cinemas. After the Festival, one copy of the Audiovisual Work will be stored in the non-public ITFS archives.

Closing date for submitting presentation copies to the Festival: March 15, 2021 (the address is provided below)

7. Transport and insurance

The costs of transport to the Festival (and costs associated with transport such as customs duties etc.) shall be borne by the sender. The costs of the return transport shall be borne by ITFS. Presentation copies from non-EU countries must always be marked "Temporärer Import − Nur für kulturelle Zwecke, kein Handelswert" ("Temporary Import − for cultural purposes only, of no commercial value") and contain a pro-forma invoice. The value of the goods is to be indicated as € 10 max. as they are not commercial goods. Presentation copies from EU countries can be sent to the Festival office without any additional customs-specific details. All the film copies sent in will be returned no later than two weeks after the end of the Festival (unless otherwise agreed). The films are insured whilst they are located in Stuttgart. The insurance covers the period of time from the date when they are received by post at the Festival office until they are received back by the consignee. In the event of damage, the costs of materials shall be refunded (relating to the country of origin and after receipt of an invoice). Compensation of the immaterial value is excluded.

8. Guarantee of rights and release from liability

8.1 Guarantee of rights

The submitter guarantees that he*she is the holder of all copyrights, rights related to copyright, exploitation rights, rights of use, moral rights, naming rights, trade mark and other labelling rights and other rights to the Audiovisual Work submitted for participation in the ITFS, or is legally authorized by the holder of the rights of use to grant such rights of use. He*she further guarantees that he*she has the right to dispose of the necessary rights to the Audiovisual Work submitted for entry in the ITFS competition and of the usages described to the extent indicated in the Regulations, including all annexes and declarations on participation in the ITFS. FMF reserves the right, if applicable, to demand evidence of the rights and, in the absence thereof, to reject the submission of the Audiovisual Work and thus to refuse participation in the respective competition.

8.2 Exclusion of unlawful content and assurance that the details given are correct

The submitter further warrants that the entry submitted does not contain any unlawful or unconscionable content, in particular no criminal content (e.g. criminal content, content with a harmful effect on minors or pornographic content, defamations, infringements of moral rights, copyright infringements) and that all the details provided by the submitter are correct and complete.

8.3 Release from liability

The submitter releases FMF from liability for all claims by third parties due to possible rights infringements, in particular copyright infringements by the submitted Audiovisual Work and the accompanying materials (Release from Liability). The Release from Liability also encompasses reimbursing the costs incurred or to be incurred by FMF by bringing an action or by legal defence (in particular attorney costs, court costs, costs of experts, expenses of witnesses, travel costs and other expenses and outlays) insofar as these are not reimbursed by third parties. The submitter shall notify FMF without undue delay of any possible impairments to exercising the rights granted he*she becomes aware of. FMF has the right to take measures itself to avert such claims and to enforce its rights. The submitter shall coordinate corresponding measures of its own with FMF in advance.

9. Granting rights of use

9.1. Participation at the ITFS and archives

The exclusive rights of use to the Audiovisual Work submitted shall remain with the person holding the right to the rights of use.

By participating in the ITFS competition, the submitter grants to FMF the non-exclusive (simple) rights to use the Audiovisual Work he*she submitted, for a limited period of time for the purpose of conducting the ITFS and to prepare for it, and for the purpose of publicizing the competition and the award-winners in connection with the awards ceremony.

In particular, FMF has the right to

- make the submitted Audiovisual Work accessible with password protection online by streaming to the members of the preselection committee and of the Jury for a limited period of time from the beginning of the preselection up to the end of the Festival, for the purpose of viewing it and processing the decision, or to hand over the Audiovisual Work to them on a data medium on which it is stored for viewing on FMF premises during the preselection and the meeting of the Jury. As used by FMF, the term streaming means the transmission and playing of the Audiovisual Work without its being downloaded by the user,
- present the Audiovisual Work publicly during the ITFS Festival, at the relevant awards ceremony, on the programme "Panorama" and at the competitions organized by the ITFS,
- to pass on parts of the Audiovisual Work provided by the submitter which are the length of quotations, and also stills, screenshots and the image and text material provided, including any teasers or trailers, to television, radio, broadcasting, press and online media (incl. social media, Internet, Apps, multimedia and podcasting) for the purpose of editorial reporting and to use them for all Festival-related print and online publications and for advertising and publicity materials. At the request of FMF, the submitter undertakes to provide suitable material in accordance with the technical stipulations of FMF. The film clips used by FMF may not be more than 59 seconds long,
- file a reproduction of the Audiovisual Work in the non-public archives of the Stuttgart International Festival of Animated Film and to store and/or hold it there with no restrictions regarding location or time. The archives serve solely non-commercial purposes and the purpose of documenting the ITFS activities. Internally, it is used by FMF employees for search and information purposes. FMF has the right, if the submitter has given his*her consent to this in the entry form, to grant password-protected access to the archives to journalists, academics and to interested specialists, for a limited period of time after an application has been filed in writing, for the purpose of research, in the interest of publication or for search purposes and to evaluate the archives, whereby the Audiovisual Works stored are only made available by streaming. The written application must contain information on the subject and purpose of the search work and provide all the required personal contact data of the applicant. The applicant must accept the Terms and Conditions of Use of the archives and undertake in writing that, when exploiting findings from the archives, he*she shall respect the moral rights and copyrights and other third-party interests worthy of protection. No further use is permitted, in particular reproduction by download, dissemination, making works publicly available, transmission, presentation, processing, re-transferring rights or any other use. The licensing of film material is only possible by establishing contact with the submitter.

Further uses within the scope described in sections 9.2 to 9.4 are only permitted if the submitter gives his*her explicit consent. The submitter can make a choice in this respect. Consent is given by ticking the relevant box provided for this in the entry form.

9.2. Animated Video Market

If the submitter states that he*she is in agreement, a reproduction of the Audiovisual Work and/or of the credits will be recorded in the so-called Animated Video Market and stored there. This is a database which is made available with password protection to the professional visitors accredited at the ITFS, for a limited period of time for the duration of the animated film Festival and for one year after conclusion of the Festival, to enable them to view the Audiovisual Works submitted and to undertake searches and, if applicable, to contact the rights holder for the purpose of a planned exploitation or with regard to future projects with him*her. The Audiovisual Works are made available solely by streaming. It is not possible to download the works. Any further use, in particular reproduction, dissemination, presentation, making the works publicly available, transmission, processing, licensing or other use of the Audiovisual Works is forbidden.

During the Festival, the Audiovisual Works submitted can only be viewed by password-protected access at eight viewing stations in the Stuttgart public library (Stadtbibliothek Stuttgart) and at two viewing stations in the press lounge. Once the Festival is over, professional visitors accredited at the ITFS can access the Audiovisual Works submitted to the ITFS from any location even outside the public library with password-protected access.

In addition, the submitter can also declare that he*she agrees to permitting professional visitors accredited at the ITFS to have password-protected access to the Animated Video Market for an unlimited period of time from any location by streaming in order to view the film material and undertake searches. In all other respects the restrictions on use set out above apply.

The consent to participation in the Animated Video Market must be given in the entry form by ticking the relevant box.

9.3. Online Animation Library

If the submitter states that he*she is in agreement, then the Audiovisual Work submitted, including the credits, will be recorded in the so-called **Online Animation Library (OAL)** of the ITFS and the Stadtbibliothek Stuttgart and stored there. The OAL is a cooperation with the Stadtbibliothek Stuttgart which was sponsored by the film promotion agency of the state of Baden-Württemberg, MFG Filmförderung Baden-Württemberg. Meanwhile, the archives store several thousand animated films which are indexed and structured in accordance with classical library criteria and with specific aspects of animated film so as to enable simplified and in-depth research. The OAL is an important tool of animation culture for people interested in film, for researchers, editors, curators and persons in the film industry and is subjected to quality control at the outset. Stationary viewing stations are available in the public library where password-protected access to the database can be opened. The Audiovisual Works can only be viewed by streaming. It is not possible to download the works. Any use whatsoever going beyond this, in particular reproduction, dissemination, presentation, making the films publicly available, transmission, processing, licensing or other use of the films is forbidden.

Further, FMF has concluded collaboration agreements with libraries at German and international (European) universities. An updated list of the relevant universities is available here. Thanks to these agreements, students at these universities are permitted to have password-protected access to the OAL from stationary viewing units. In addition, the university professors are allowed to access the OAL with password protection from any location for teaching purposes in order to use the works in accordance with the statutory limitations, if applicable. The restrictions of use set out above also apply.

In addition, the submitter may give his*her consent to permit users of the Stuttgart public library and of the collaborating European universities to access the Audiovisual Works not only at stationary viewing stations but also via external, password-protected remote access to the OAL. It is not possible to download the Audiovisual Works in this case either. The restrictions of use set out above apply.

FMF also collaborates with universities outside Europe. A list of the current collaboration partners is available here. On the basis of this agreement, students at the universities are permitted to view the OAL at stationary viewing stations and to see the Audiovisual Works stored there by streaming. The university employees, especially the professors, are permitted to access the OAL from any location via password-protected online access. The Audiovisual Works can only be viewed by streaming. It is not possible to download the works. Any use whatsoever that goes beyond this, in particular reproduction, dissemination, presentation, making the works publicly available, transmission, processing, licensing or other use of the films is forbidden. If the submitter gives his*her consent, such use is also permitted.

9.4. Collaboration with the Goethe Institut e.V.

FMF further collaborates with the Goethe Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, which means that the OAL and the Animated Video Market are available via 160 password-protected remote access possibilities and 10 stationary access points for use by the employees of the Goethe Institute in the libraries and media libraries of the Goethe Institute at various locations worldwide. The employees of the Goethe Institute are only permitted to use the databases and to view the Audiovisual Works by streaming for non-commercial research and search purposes and for curatorial purposes relating to the Goethe Institute's programme planning. It is not possible to download the works. Any use that goes beyond this, in particular reproduction, dissemination, presentation, making the works publicly available, transmission, processing, licensing or other use of the Audiovisual Works is forbidden. Licensing the Audiovisual Works, especially for the purpose of presenting them or making them publicly available, must be arranged via the holder of the rights; the contact data of the rights holder is stored in the database. If the submitter gives his*her consent in the entry form, such use is also permitted.

10. Withdrawal of consent for individual rights of use

The submitter can withdraw, at any time with effect for the future, his*her consent to the use of the Audiovisual Work submitted and of the data/credits made available in the Animated Video Market or in the OAL in accordance with sections 9.2 to 9.4. The condition for this is that a statement be sent in writing to the Film- und Medienfestival gGmbH Stephanstrasse 33, 70173 Stuttgart. In this case the copy of the Audiovisual Work submitted and all the data/credits will be deleted from the database without undue delay after receipt of the statement. All further usages and the use in the past shall still be deemed to be permitted.

11. Statement on collaboration with the AVA

In addition, the submitter can state his*her interest in having the submitted Audiovisual Work recorded in the AVA and for it to be seen there by streaming in the context of ITFS Specials. A separate license contract is required for such use which can be requested from FMF. Details on the scope of the use are set forth in the license contract.

12. Remuneration

No remuneration is paid for the usages described in section 9. This applies subject to statutory claims for remuneration being made by collecting societies to the institutions using the works. FMF operates on a solely non-commercial basis and makes no profits through granting rights of use.

13. Regulation on the limitation of liability

FMF has unlimited liability for damage — irrespective of the legal ground therefor — insofar as the cause of the damage is based on an intentional or negligent violation of duty by FMF, its statutory representatives or persons engaged by it in performance of its obligations [Erfüllungsgehilf*innen].

In the event of slightly negligent conduct [leicht fahrlässiges Verhalten], FMF is liable in the event of violations of duty, the performance of which is a precondition for the proper fulfilment of the contract and which the other contract party may regularly rely on being complied with (so-called material obligation [Kardinalpflicht]). In such cases, the amount of damages is limited to compensation of the damage which is typical and foreseeable when the contract was entered into. Any further liability in this respect is excluded also for persons engaged in performance of an obligation and for vicarious agents [Erfüllungsgehilf*innen and Verrichtungsgehilf*innen]. This limitation of liability does not apply to damage resulting from injury to life or limb or to health, ensuing from providing a guarantee of quality [Beschaffenheitsgarantie] or if a defect is fraudulently concealed by FMF [arglistiges Verschweigen eines Mangels].

14. Data protection

The submitter has taken note of the <u>Data Privacy Statement</u> (www.festival-gmbh.de/datenschutz/) and by submitting the Audiovisual Work for the ITFS, the submitter declares that he*she agrees to the application of the Data Privacy Statement.

15. Acceptance of the Regulations and final statement

The Regulations and the entry form together with all annexes and linked information constitute the entry conditions for the competition. By submitting a film to one or several competitions of the ITFS and appending all the documentation, the submitter declares that he*she agrees to these conditions of entry including all annexes and appended documentation. All declarations relating to the granting of rights of use to the Audiovisual Work submitted are included in the entry form. It is to be noted that the FMF Festival management decides on all special cases and questions of doubt which are not explicitly covered by these Regulations.

You can store and print out the documents for submitting the Audiovisual Work to the ITFS.

16. Contact data of the event organizer

Film- und Medienfestival gGmbH, Stephanstr. 33, D-70173 Stuttgart



