

FILMFESTIVAL KITZBUEHEL (21st - 27th of August 2017)

I. GENERAL RULES AND REGULATIONS FOR SUBMISSION OF A FILM TO THE KITZBÜHEL FILM FESTIVAL (hereinafter referred to as “the Festival”):

NOTE: The submission categories and program categories that are referenced and identified as capitalized terms in this Section I of these Rules and Regulations, and the eligibility requirements for each, shall be understood as having the definitions and descriptions assigned to them in Sections II and III of these Rules and Regulations below.

1) It is the sole responsibility of the Applicant to secure authorization and permission from the copyright owner(s) of any and all copyrighted content or materials included within the submitted Film, regardless of the national legislation which applies to Applicant's Film. This responsibility includes, in particular, but not limited to, obtaining the licenses regarding the synchronization right (right to edit) of the film music's composer, the copyright ensured by royalty collecting societies, e.g. AKM or Austro Mechana, and the copyrights held by the authors of pre-existing works, in particular, but not limited to, of the script, the dialogs or the exposé. In case the Applicant is the co-author of the submitted Film, he obliges to secure authorization by any and all co-authors to the extent of filing an action against the co-authors according to Sec 11 UrhG (Austrian Copyright Act) or any similar provision in foreign legislation. Furthermore, the Applicant assures to have named all authors and co-authors of the Festival expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any copyrighted content or materials within or relating to the submitted Film, including any content or materials that are or may become the basis for any third party claims for copyright infringement. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with any unauthorized inclusion of copyrighted content or materials. In the event that any claim, dispute, action or proceeding shall be brought or asserted by any person or entity that alleges that the Film makes unauthorized or unlawful use of any copyrighted content or material, Applicant shall fully indemnify and defend the Institute, the Festival, and each of their representatives and affiliates from any liability in connection therewith and from any fees and expenses, including but not limited to attorneys' fees, that any of them may incur in connection therewith.

2) It is the sole responsibility of the Applicant to secure authorization and permission from the ancillary copyright owners of any and all ancillary copyrighted content or materials included in the submitted Film, regardless of the national legislation which applies to Applicant's Film. This responsibility includes in particular, but not limited to, obtaining the licenses regarding the ancillary copyright of the actors, the ancillary copyright of the producer of the motion picture and the ancillary copyright of the record company owning the mastertape of the film music (master use license). Festival expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any copyrighted content or materials within or relating to the submitted Film, including any content or materials that are or may become the basis for any third party claims for ancillary copyright infringement. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with any unauthorized inclusion of ancillary copyrighted content or materials. In the event that any claim, dispute, action or proceeding shall be brought or asserted by any person or entity that alleges that the Film makes unauthorized or unlawful use of any

ancillary copyrighted content or material, Applicant shall fully indemnify and defend Festival, the Festival, and each of their representatives and affiliates from any liability in connection therewith and from any fees and expenses, including but not limited to attorneys' fees, that any of them may incur in connection therewith.

3) It is the sole responsibility of the Applicant to secure authorization and permission from the owner(s) of any and all trademarked content or materials included within the submitted Film, regardless of the national legislation which applies to Applicant's Film. Festival expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any trademarked content or materials within or relating to the submitted Film, including any content or materials that are or may become the basis for any third party claims for trademark infringement, trademark dilution or unfair competition. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with any unauthorized inclusion of trademarked content or materials. In the event that any claim, dispute, action or proceeding shall be brought or asserted by any person or entity that alleges that the Film makes unauthorized or unlawful use of any trademarked content or material, Applicant shall fully indemnify and defend Festival, and each of their representatives and affiliates from any liability in connection therewith and from any fees and expenses, including but not limited to attorneys' fees, that any of them may incur in connection therewith.

4) It is the sole responsibility of the Applicant to secure authorization and permission from the owner(s) of any and all industrial design content or materials included within the submitted Film, regardless of the national legislation which applies to Applicant's Film. Festival expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any industrial design content or materials within or relating to the submitted Film, including any content or materials that are or may become the basis for any third party claims for industrial design infringement, industrial design dilution or unfair competition. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with any unauthorized inclusion of industrial design content or materials. In the event that any claim, dispute, action or proceeding shall be brought or asserted by any person or entity that alleges that the Film makes unauthorized or unlawful use of any industrial design content or material, Applicant shall fully indemnify and defend Festival, the Festival, and each of their representatives and affiliates from any liability in connection therewith and from any fees and expenses, including but not limited to attorneys' fees, that any of them may incur in connection therewith.

5) It is the sole responsibility of the Applicant to clear all content of the Film from any and all actual or potential legal claims and issues, including, without limitation, claims based upon theories of libel, defamation, invasion of privacy, violation of rights of publicity or data protection, theft of trade secrets, breach of confidence, breach of confidential relationship, and breach of express or implied contract ("Third Party Claim(s)"). Festival expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any content or materials within or relating to the submitted Film that are or may be the basis for any Third Party Claims based upon any of the foregoing legal theories or others. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film that is or may become the subject of any Third Party Claims. In the event that any Third Party Claim(s) shall be asserted by any person or entity, Applicant shall fully indemnify and defend Festival, the Festival, and each of their representatives and affiliates from any liability in connection therewith and from any and all fees and

expenses, including but not limited to attorneys' fees, that each of any of them may incur in connection therewith.

6) Applicants submitting Films that contain significant non-English spoken dialogue must provide on-screen English subtitles. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film that contains significant non-English spoken dialogue that does not include accompanying on-screen English subtitles.

7) All Films must be submitted to Festival on a single Region 2 or Region 0 PAL DVD (DVD-R, DVD+R, DVD-R DL, or DVD+R DL) or uploaded via the Secure Online Screener function of FilmFreeway.com. The Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from Applicant, any Film that is not submitted using one of these two formats. If the Film is submitted in multiple parts on multiple discs, Festival reserves the right to judge the Film based on the first disc included, with no further obligation to view the contents of the remaining discs.

8) It is the sole responsibility of the Applicant to ensure that the submitted DVD plays in its entirety on an industry-standard DVD player prior to submitting it to the Festival. In the event that a submitted disc does not play in an industry-standard standard DVD player, Festival will attempt, but is under no obligation, to contact the Applicant using the contact information provided on the submission form in an effort to obtain a replacement copy of the Film. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film whose initially submitted disc does not play on an industry-standard DVD player.

9) It is the sole responsibility of the Applicant to ensure that the submitted disc arrives at the shipping destination provided to the Applicant upon completion of the submission form. In the event that a submitted disc does not arrive at the designated shipping destination within the deadline window selected by the Applicant, Festival will attempt, but is under no obligation, to contact the Applicant using the contact information provided on the submission form in an effort to obtain a submission copy of the Film. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film that does not arrive at the designated shipping destination within the deadline window selected by the Applicant.

10) In order to be considered for the Festival, the Applicant must fill out the Festival submission form located at FilmFreeway.com. Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film that is not submitted through one of these channels.

11) Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with a submission form that is considered to be delinquent due to the non-payment of any or all submission fees. Festival may attempt, but is under no obligation, to contact the Applicant using the contact information provided on the submission form in an effort to bring the payment status of the account up-to-date. Festival disavows any responsibility for, and will not be held responsible for, any failure to contact the Applicant and inform the Applicant of any payment delinquency or other deficiency of a submission form.

12) Upon completion of the Festival selection process, Festival will attempt to contact the Applicant using the contact information provided on the submission form to notify the Applicant of the Film's acceptance status. Festival disavows any responsibility for, and

will not be held responsible for, any failure to contact the Applicant using the contact information provided on the submission form. It is the sole responsibility of the Applicant to ensure that the contact information provided on the submission form of FilmFreeway.com is correct throughout the entirety submission period.

13) Festival is under no obligation to provide to the Applicant or any other representative of the Film any comments or feedback regarding the submitted Film, any information relating to the manner in which the Film is, will be, or was reviewed; any views that Festival or any reviewers of the Film may hold concerning the Film; any reasons why the Film, should it not be accepted for exhibition at the Festival, was not accepted; or any other information relating to the Festival's review, consideration and/or selection process regarding the Film specifically or submissions generally beyond the information set forth in these Rules and Regulations. Festival disavows any responsibility for, and will not be held responsible or liable for, the contents of any internal comments or feedback regarding any Film that are or may be obtained by the Applicant or any other representative of the Film; any communications by any representative of Festival or the Festival relating to the Film or the Festival selection process; the manner in which the Film shall be, is or was considered and reviewed; the identity or identities of any specific reviewers of the Film; and/or any failure on the part of Festival or the Festival to provide the Applicant or any other representative(s) of the Film with information concerning Festival's consideration and/or review of the Film.

II. SUBMISSION CATEGORIES & ELIGIBILITY REQUIREMENTS:

Films submitted to Festival for consideration for the Festival may apply in one of three submission categories. The following is a description of each submission category, along with eligibility requirements for each:

14) NARRATIVE FEATURE FILMS

Any narrative work of fiction with a running time of 60 minutes or more and the submitted project must either be scripted or improvisational fiction. Films have no premier requirements or prior screening restriction to enter the competition.

15) DOCUMENTARY FEATURE FILMS

Any non-fiction film with a running time of 60 minutes or more. We do not include entirely scripted or improvised fictionalizations of actual events. If your documentary contains some dramatization of actual events, you may still submit in this category. Films have no premier requirements or prior screening restriction.

16) SHORT FILMS

Any narrative or documentary film with a running time of less than 50 minutes. In order to qualify as a Short Film. An Austrian premiere status is required for films with its origin outside Austria. This does not apply to AUSTRIAN FILMS: All films may have had any number of public theatrical exhibitions, been released on DVD, and may have been broadcast on television outside Austria and still retain eligibility.

III. FESTIVAL PROGRAM CATEGORIES & ELIGIBILITY REQUIREMENTS:

Please be advised that the information listed below is subject to change at any time. Films accepted by our Jury into the Festival will be placed, at the sole and absolute discretion of the Festival Programming department, in one of three program categories.

The following is a description of each program category, along with eligibility requirements for each:

17) SHORTS COMPETITION

All short films are selected to play before features or in one of the four Shorts Programs, and all accepted shorts are eligible for awards in our Shorts Competition. Short Films must have a total running time of less than 50 minutes, including credits. There are no premiere or prior screening restrictions for short films. Shorts may have been released on DVD, broadcast on television or the internet, and/or publicly screened anywhere in the world and still remain eligible for our Shorts Competition. All short films at the Festival are eligible for the BEST SHORT Prize. Short films will NOT compete for the AUDIENCE CHOICE AWARD.

18) FEATURE FILM COMPETITION

In order to qualify, the submitted project must be either scripted or improvisational fiction and must have a total running time of 60 minutes or more. Films selected to play in this category will compete against one another for the JURY PRIZE and the AUDIENCE CHOICE AWARD.

19) DOCUMENTARY COMPETITION

In order to qualify, the submitted project must be a non-fiction documentary subject and must have a total running time of 50 minutes or more. Films selected to play in this category will compete against one another for the JURY PRIZE and the AUDIENCE CHOICE AWARD.

TERMS AND CONDITIONS

I, the authorized representative of the project being submitted (herein called the "Film") to the Festival for consideration for the 2017 Filmfestival Kitzbühel (herein called the "Festival"), hereby acknowledge and agree to the General Rules and Regulations for Submissions as pointed out in detail under Sec. I hereof and to the following:

1. I represent and warrant to Festival that: (a) I am duly authorized, on my own behalf and on behalf of all other persons or entities who have any ownership rights or interests (including, without limitation, intellectual property rights) in or relating to the Film (hereafter called the "Film's Owners"), to exhibit this Film at the Festival, (b) exhibition of the Film at the Festival will not violate any law or any right or consent of any person or entity; and (c) the Film is not subject to any litigation, arbitration, or other adversarial claim or proceeding, nor is the Film the subject of any threat of litigation, arbitration, or other adverse claim or proceeding.

2. I further represent and warrant, on behalf of myself and the Film's Owners, that the exhibition of the Film at the Festival will not violate or infringe any copyright, ancillary copyright, patent, privacy right, publicity right, trademark, service mark, industrial design or any other personal or property right of any person or entity, and that the Film does not constitute or include a defamation of any person, group of persons, entity, minority or religion. I have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from or associated with the exhibition of the Film at or in connection with the Festival.

3. In the event that the Film is accepted by Festival for inclusion in the Festival, I acknowledge, on behalf of myself and the Film's Owners, that Festival's exhibition or presentation of the Film at the Festival does not and will not create any confidential or fiduciary relationship between Festival on the one hand and myself and/or the Film's Owners on the other. I further acknowledge, on behalf of myself and the Film's Owners, that I and we understand that neither I nor any of the Film's Owners will receive any compensation for such exploitation, although some prizes at the Festival may include cash awards. I acknowledge that no obligation of any kind is assumed by, or may be implied against, Festival or the Festival in the event of, by virtue of, or as a result of Festival's selection of the Film for the Festival. I and the Film's Owners understand and acknowledge that the selection of the Film for inclusion in the Festival does not and will not in any way constitute an express or implied endorsement or approval by Festival or the Festival of the content of the Film or any opinion expressed therein.

4. I agree, on behalf of myself and each of the Film's Owners, to indemnify and hold harmless Festival, together with each of their parents, subsidiaries, affiliates, officers, directors, employees, attorneys, creative advisors, agents and representatives (collectively, "Festival Related Parties"), from and against any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorneys' fees and other costs) that may be asserted by any person or entity, or may be incurred by Festival, or any Festival Related Party, at any time in connection with the Film or Festival's use, handling or consideration thereof, and/or arising from any breach or alleged breach of any representation made by me to Festival, the Festival or any Festival Related Party, including, without limitation, any express or implied representation in these Terms and Conditions.

5. I warrant and agree, on behalf of myself and each of the Film's Owners, that the Film is being submitted to Festival voluntarily and without promise or inducement, and that the submission of the Film neither imposes nor creates any obligation or responsibility on the part of Festival, the Festival, or any Festival Related Party to accept the Film for inclusion in the Festival, to exhibit the Film at the Festival, to acknowledge the submission of the Film, or to return the Film to me or others. I further agree, on my own behalf and on behalf of the Film's Owners, that I and the Film's Owners, in submitting the Film for consideration, are waiving, forfeiting, foregoing and relinquishing any right that I or we might otherwise have to assert any claim or commence any proceeding in any forum or tribunal against Festival, or any Festival Related Party, based upon, arising out of or otherwise relating to the submission, exhibition or failure to exhibit the Film (including, without limitation, claims relating to any failure or refusal to exhibit the Film at the Festival, the exhibition or marketing of the Film at or in connection with the Festival, alleged oral or written representations by the Festival or its representatives relating to the submission or exhibition of the Film, and any other matters arising from or relating to the submission of the Film), whether such claims may be based on theories of contract, implied contract, tort, statute, or other legal theory (hereinafter, "Claim"). In the event that any Claim is asserted, or any action, arbitration or other proceeding is brought or commenced, in violation of the agreement set forth in the immediately preceding sentence, I agree, on my own behalf and on behalf of each of the Film's Owners, to indemnify Festival and the Festival from any and all Claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorneys' fees and other costs) that are incurred by Festival and any Festival Related Party as a result of or in connection with any such Claim or any action, arbitration or other proceeding brought in violation of the representations and agreements set forth in this paragraph, including, without limitation, reimbursement of all attorneys' fees incurred or to be incurred by Festival, the Festival, or any Festival Related Party in connection with any Claim or any

action, arbitration or other proceeding brought or initiated by me or any of the Film's Owners or any other representative of, or person affiliated with, the Film.

6. Without in any way limiting the provisions or scope of the agreements set forth in paragraph 5 above and paragraph 10 below, I further agree and accept that, in the event that any Claim is asserted, or any action, arbitration or other proceeding is brought or commenced, by me, any of the Film's Owners, or any other representative of or person affiliated with the Film, in violation of the agreements set forth in paragraph 5 above, and in the further event a tribunal should permit such Claim to proceed despite the waiver language set forth in paragraph 5 above, the sole and maximum remedy that could be awarded to me or any other person or entity asserting any Claim shall be a refund of the submission fee paid in connection with the submission of the Film to Festival for consideration for the Festival. Under no circumstances shall any other remedy, including without limitation actual, expectancy, reliance, consequential, special, punitive or exemplary damages, or any other damages, or injunctive, declaratory, provisional or other relief, be available to me, the Film's Owners, or any other person or entity representing or affiliated with the Film.

7. In the event that the Film is accepted by Festival for inclusion in and exhibition at the Festival, I hereby grant, on behalf of myself and each of the Film's Owners, each of the following rights to Festival and any Festival Related Party without reservations, conditions or qualifications: (a) the right to use footage, stills and/or titles, and information from or relating to the Film for promotional purposes, including but not limited to, making available such material to the public by electronic means for promotional purposes on the website of the Festival or any other website promoting the Festival; and (b) the right to issue and authorize publicity concerning the filmmakers and the Film and to use all associated names, likenesses and biographical information. I also agree to provide up-to-date contact information pertaining to the director and producer(s) of the Film and to grant the Festival, at its sole and absolute discretion, the right to provide this information to film industry organizations that sponsor Festival events.

8. I warrant and agree, on behalf of myself and each of the Film's Owners, that Festival has made no claims, representations or guarantees, and has provided no assurances, in relation to the internal process utilized by Festival with respect to selection of films for inclusion in the Festival, and that the submission of the Film neither imposes nor creates any obligation or responsibility on the part of Festival, or any Festival Related Party to provide me, the Film's Owners, or my or their related parties with comments, feedback or other information pertaining to the viewing or consideration of the Film by Festival for possible inclusion in the Festival.

9. I represent that I am 18 years of age or older, or that, if I am younger than the legal age to enter into contracts, I have provided Festival with signed, written consent from my parent or legal guardian.

10. Without in any way limiting the provisions or scope of the agreements set forth in paragraph 5 above, I further agree, on behalf of myself and each of the Film's Owners, that any claim, dispute or controversy arising out of, in connection with, or otherwise related to the Film, the Festival, or these Terms and Conditions, including, without limitation, any claim or cause of action of any nature arising from the actual or alleged breach, termination, enforcement, interpretation or validity of these Terms and Conditions, as well as the determination of the scope or applicability of this agreement shall be governed by the laws of Austria and will be subject to and submitted to

exclusive, binding jurisdiction before the Commercial Court of Vienna (Handelsgericht Wien).

11. I agree that in the event any of the terms hereby should be or become invalid, the validity of the remaining terms hereof shall not be affected thereby. The invalid terms shall be replaced by terms with which the envisaged outcome is best achieved.

I hereby verify that I agree to the festivals regulations above

Signature

PRINT NAME