

**CONDITIONS OF PARTICIPATION
IN KICKOFF INTERNATIONAL FILM FESTIVAL
("The Regulations")**

I. GENERAL PROVISIONS

1. Kickoff International Film Festival ("**KickOff Festival**") is an independent film festival, during which professional and amateur filmmakers ("**Participants**") can present their film works to a wider audience.
2. The organizer of the festival is Heart Therapy Movement Foundation based in Puszczykowo (Poland), entered into the National Court Register under KRS number: 0000786870 - ("**The Organizer**").
3. As part of the KickOff Festival, a film competition is held ("**Competition**"), during which the jury evaluates films submitted by Participants to the Competition ("**Films**") in terms of their artistic value.
4. The Films are evaluated in the following categories:
 - a. two open categories - "**Open Categories**":
 - i. films between 3 and 30 minutes in length ("**Short Films**");
 - ii. films between 31 and 130 minutes in length ("**Long Films**");
 - b. three thematic categories - "**Thematic Categories**":
 - i. Documentary;
 - ii. LGBT+;
 - iii. Dance;
 - c. film music - ("**Music**");
5. Each Participant may submit several films in different categories:
 - a. Short Films as Open Category;
 - b. Feature Films as Open Category;
 - c. Short Films - documentary;
 - d. Long Films - documentary;
 - e. Short Films - LGBT+;
 - f. Long Films - LGBT+;
 - g. Short Films - dance;
 - h. Long Films - dance;
 - i. Music.
6. The Regulations apply to the rules of participation in the Competition and regulate the relations arising in connection with the Competition between the Organizer and the Participant.
7. The Regulations are available on the KickOff Festival website (<https://kiff.com.pl/>).
8. By entering the Competition, the Participant is tantamount to reading and accepting the Regulations.

II. RULES FOR ENTERING THE COMPETITION

1. Any adult person can participate in the KickOff Festival.
2. Film submissions for the KickOff Festival will be accepted from April 24, 2024 to September 24, 2024.

3. All Films must be submitted only via Film Free Way platform, to which the link is located on the KickOff Festival website (<https://kiff.com.pl/>) in the "Submit Film" tab (<https://kiff.com.pl/#zgloszenia>).
4. The Organizer does not accept links to films (e.g. Wettransfer, Youtube, Rapidshare, etc.) sent outside of the official submission on Film Free Way platform.
5. Please contact the festival team ASAP if there are any problems with the submission process, we will try to find a solution immediately.
6. Participation in the KickOff Festival is payable. Fees for Film submissions are accepted via the FilmFreeWay.com platform. Comprehensive information about fees that can be found in the KickOff Festival profile on the Film Free Way platform.
7. The Films submitted by the Participant to the Competition, as well as all related trailers, trailers, and advertising materials such as posters, leaflets, etc., provided by the Participant to the Organizer, will be hereinafter collectively referred to as the "Materials".
8. The Materials presented during the KickOff Festival do not have to be shot with professional equipment but must be of good quality.
9. Materials must be submitted in English or with English subtitles.
10. All Films must have been produced in or after 2021.
11. If during the qualifying of the Film for participation in the KickOff Festival, the Participant or his Materials will not meet the conditions referred to in points 1- 10 above it will be automatically rejected, without refund. The Organizer's decision in this respect is not subject to appeal.
12. Any technical problems with submitted Materials only the Participant is responsible.
13. By submitting a Materials to the KickOff Festival, Participant grant permission for your Materials to be screened in front of the festival audience.

III. RULES OF COMPETITION

1. The first selection made by film influencers will select:
 - a. 10 Films from Open Categories;
 - b. 10 Films from Documentary;
 - c. 10 Films from LGBT+;
 - d. 10 Films from Dance;
 - e. 10 Films from Music;
 - ("TOP 10").
2. All TOP 10 winners will be notified by e - mail.
3. TOP 10 winners are not entitled to any cash prizes. All TOP 10 winners will receive diplomas and electronic statutes.
4. From TOP 10 the jury of KickOff Festival - composed of well-known and awarded filmmakers and producers - will choose the three winners from each of the five categories:
 - a. 3 Films from Open Categories;
 - b. 3 Films from Documentary;
 - c. 3 Films from LGBT+;
 - d. 3 Films from Dance;
 - e. 3 Films from Music;
 - ("TOP 3").
5. Participants of the TOP 3 are not entitled to any cash prizes, except for the TOP 1 winner who receive € 500. All TOP 3 winners will receive diplomas and electronic statutes.

6. The TOP 10 film screenings and the KickOff Festival awards ceremony and will take place on November 24, 2024 in the Warsaw cinema called "KULTURA". We do not plan to hold a festival banquet after the KickOff Festival awards ceremony.
7. During the screenings on November 22-23, 2024, an audience award of the KickOff Festival will be given for one Film from among the TOP 10. Winner of audience award is not entitled to any cash prizes, will receive diploma and electronic statutes.
8. The supervision over the correctness and course of the Competition is exercised by members of the jury.
9. Any complaints regarding the Competition should be submitted by the Participants in writing to the Organizer's address during the Competition, but not later than within 14 (fourteen) days from the date of issuing the Prizes. A complaint submitted after the deadline has no legal effect. The complaint should contain the name, surname, exact address of the Participant and a detailed description and justification of the complaint. The complaint will be considered in writing within 30 (thirty) days of its correct submission. The decision settling the complaint is final and cannot be appealed against.
10. Any claims of Participants for not receiving a prize that has not been awarded to them are excluded.
11. The Organizer is not provide refunds related to participation in the KickOff Festival.
12. Participants are not entitled to remuneration for participation in the KickOff Festival, nor for the use of Materials for the purposes of the KickOff Festival.
13. The Organizer reserves the right to cancel the KickOff Festival for reasons beyond his control. The Organizer has the right to change the date and location of the KickOff Festival under special circumstances. All Participants will be informed of any changes through KickOff Festival website (<https://kiff.com.pl/>).
14. The Organizer reserves that it is not responsible for events preventing the proper conduct of the Competition, which it was unable to predict or prevent, in particular in the event of fortuitous events, including force majeure, as well as for failure to deliver the prize to the Participants due to failure to provide by the Participants their address data or providing them incorrectly.

IV. LICENSE

1. By participating in the KickOff Festival, the Participant grants the Organizer a free, non-exclusive license to use the Materials - (from the moment it is made available) without time, quantity and territorial restrictions, in the following fields of exploitation: (i) recording and multiplying the Materials - entering them into computer memory and multimedia networks, including the Internet; (ii) in the scope of trading in the original or copies on which the Materials was recorded - placing on the market; (iii) in the scope of dissemination of the Materials - public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making the Materials publicly available in such a way that everyone can access it at a place and time of their choice, including as part of products electronic, as part of multimedia networks, including internal networks and the Internet, as well as in the on-line system. At the same time, the Participant agrees to the exercise of derivative copyrights, in particular creative transformation, alteration and adaptation of the whole or parts of the Materials, its multiple publication in promotional materials related to the KickOff Festival (this year's and each subsequent edition), as well as on the Organizer and KickOff Festival websites and their use in promotional and marketing purposes of the Organizer and the KickOff Festival -



“License”. The Participant declares that he has the rights to the Materials to the extent enabling him to effectively grant the License to the Organizer.

2. By submitting Materials to the Organizer, the Participant is full responsible for any infringement of third party rights, especially resulting from posting the Materials or parts of it on the Organizer and KickOff Festival website or in their social media and its broadcast during The KIFF awards ceremony, in particular for infringement of personal and property copyrights and rights to publish the image and any other personal rights such as name, surname, date of birth, etc. Thus, the Participant releases the Organizer from liability for any claims of third parties in the scope referred to above and undertakes to reimburse him for all costs incurred, including the costs of damages paid by the Organizer to third parties and the costs of legal services incurred in connection with claims by third parties against the Organizer.

V. PERSONAL DATA PROTECTION

1. The Organizer is the administrator of Personal Data (which means: personal data constituting information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as name and surname, PESEL or other identification number, address data, online identifier or to one or more specific factors determining the physical, physiological, genetic, the mental, economic, cultural or social identity of a natural person), to the extent to which it obtained Personal Data in connection with running the Competition for Participants.
2. The Organizer ensures that Personal Data will be collected only to the extent necessary for the indicated purpose and only for the period for which it is necessary.
3. Providing Personal Data by the Participant is voluntary, but necessary to participate in the Competition. The consequence of refusing to provide Personal Data will be the inability to participate in the Competition.
4. Data obtained by the Organizer in connection with conducting the Competition for Participants will be processed by the Organizer solely for the purpose of:
 - a. response to the submitted form (legal basis: Article 6(1)(a) and Article 6(1)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection natural persons in connection with the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU.L.2016.119.1, as amended) - "GDPR ");
 - b. ongoing contact in connection with the Competition, answers to questions (legal basis: Article 6(1)(b) of the GDPR, Article 6(1)(f) of the GDPR);
 - c. conducting electronic and traditional correspondence related to the Competition, submitted offers and inquiries (legal basis: Article 6(1)(b) of the GDPR, Article 6(1)(f) of the GDPR);
 - d. telephone contact in connection with the Competition and business activities, including information about services (legal basis: 6(1)(b) GDPR, Article 6(1)(f) GDPR);
 - e. implementation of contracts and orders, including pursuing claims or defending against claims (legal basis: 6(1)(b) GDPR, Article 6(1)(f) GDPR);
 - f. implementation of contracts concluded by the Organizer in order to cooperate with suppliers and other entities cooperating with the Organizer (legal basis: Article 6(1)(b) of the GDPR, Article 6(1)(f) of the GDPR);
 - g. for other legally justified purposes related to establishing and maintaining business contacts and creating a network of contacts, e.g. by exchanging business cards,



- organizing/participating in meetings/conferences/business events (legal basis: Article 6(1)(f) of the GDPR);
- h. potential cooperation (legal basis: Article 6(1)(a) of the GDPR, Article 6(1)(f) of the GDPR, Article 6(1)(f) of the GDPR);
 - i. determining or pursuing possible claims or defending against such claims (legal basis: Article 6(1)(f) of the GDPR).
5. The Organizer makes every effort to ensure the security of the Personal Data entrusted to it. Organizer:
- a. ensures transparency of Data Processing (which means: an operation or set of operations performed on Data or sets of Personal Data, whether or not by automated means, such as collecting, recording, organizing, structuring, storing, adapting or modifying, retrieving, viewing, using, disclosing by transmission, dissemination or otherwise (such as sharing, aligning or combining, restricting, deleting or destroying);
 - b. informs about Data Processing at the time of its collection, except for situations in which it is not obliged to do so under separate regulations;
 - c. ensures that Data is collected only to the extent necessary for the indicated purpose and Processed only for the period for which it is necessary;
 - d. ensures the confidentiality of the Data by accessing the Data only by authorized persons.
6. In a situation where, despite the security measures taken, there has been a breach of Personal Data protection and this breach could result in a high risk of violating the rights and freedoms of data subjects, the Organizer will immediately inform the data subjects about such an event.
7. The recipients of Personal Data will be entities/bodies authorized under the law.
8. The Organizer will Process Personal Data during the period of maintaining current relations, including the exchange of correspondence, or until the consent to Data Processing is withdrawn.
9. In the case of Data Processing based on the legitimate interest of the Organizer - Data will be Processed for a period enabling the implementation of this interest or until an effective objection to Data Processing is submitted.
10. The Processing Period may be extended within the limits of the law if the processing of Personal Data is necessary to pursue or defend against claims.
11. With respect to Data Processed for marketing purposes, the data will not be Processed for longer than 3 (three) years.
12. After the Processing period, the Data will be deleted or anonymized.
13. Subject to the situations specified in legal provisions, data subjects are entitled to:
- a. the right to access the content of your Data;
 - b. the right to rectify inconsistencies or errors in the processed Data or supplement them;
 - c. the right to information about the Processed Data, including the purposes and basis of the Processing;
 - d. the right to restrict the Processing of Personal Data;
 - e. the right to withdraw consent at any time without affecting the lawfulness of the Processing, provided that the Processing is based on consent;
 - f. the right to transfer Personal Data;
 - g. the right to object to Data Processing;
 - h. the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection, if it is found that the Processing of Personal Data violates the provisions of the law, including the GDPR.

14. In order to exercise the rights referred to in section 13 above, the Participant or the Participant's Representative may contact the Organizer's personal data inspector at the following address: anna.zoll@kiff.com.pl.

VI. OTHER PROVISIONS

1. The Regulations come into force on May 23, 2024.
2. The Organizer reserves the right to change the rules of the terms and conditions during its duration. Information about changes will be posted on the KickOff Festival website (<https://kiff.com.pl/>).
3. In matters not covered by these this terms and conditions, the provisions of Polish law, in particular the provisions of the Civil Code, shall apply.
4. Disputes relating to and arising from the Competition will be resolved by a common court competent for the seat of the Organizer.



Anna Zoll
Member of the Board
Heart Therapy Movement Foundation