

# CACTUS

International  
Children's and Youth  
Film Festival

## REGULATIONS

The third edition of the Cactus International Children's and Youth Film Festival (the "CIFF"), a festival dedicated to high quality fiction and nonfiction films, in every genre, dedicated to children and kids, will take place in Aosta, Italy, from 12 to 14 May 2023 and it is organized by the Associazione Culturale Long Neck Doc ([www.cactusfilmfestival.com](http://www.cactusfilmfestival.com)).

Please, read the following terms and conditions (the "Terms") for participating to The CIFF 2023 (the "Festival").

**By submitting the Short Film (the "Film"), the participant expressly acknowledges and agrees that he/she/it shall be bound by the terms of this agreement.**

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.

Any questions about these Terms should be directed to [cactusfilmfestival@gmail.com](mailto:cactusfilmfestival@gmail.com).

### OFFICIAL SECTIONS, JURIES AND AWARDS OF THE CIFF 2023.

- "School Jury" Award, one for each competitive section (3+, 8+ and 11+), whose jury will be made up of students from Italian schools who will join the initiative.
- "Technical Jury" Award, one for each competitive section (3+, 8+ and 11+), whose jury will be made up of experts from the educational and film sector.
- ECFA Short Film Award.
- Audience Award, whose jury will be made up of spectators who will see the films projected in the theaters during the Festival (this section is subject to the effective possibility, on the basis of the health situation and the relative regulations in force, to project in the theaters during the Festival).

### FESTIVAL REGISTRATION

Each participant (the "Participant") may submit film, registering for the CIFF2023 through the FILMFREEWAY platform at the link <https://filmfreeway.com/CactusFilmFestival>.

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

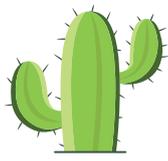
The submission of the Film must take place by 31/11/2022, the closing date for entries.

The short films must have a maximum duration of 20'.

By submitting a 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 Film and at associated events, such as Cactus Edu and Cactus Lab, 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 or with what is requested by the registration platform, and may do so without returning the Applicant's submission, where applicable.

To be eligible to screen in the CIFF 2023, production of the Film must be completed no earlier than January 1, 2020.



If the Film 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.

Once submitted, Entries may not be withdrawn from participation in the Festival, except for serious and documented reasons which must in any case be examined by the CIFF management.

## SELECTION

The selection of the Films admitted to the Festival will take place by 31/12/2022, the date on which the selected Films will be communicated.

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

The Applicant must submit available promotional materials of the Film such as high-resolution stills, production credits, director's biography and press reviews, which will be used by the CIFF for the presentation of the Film within the Festival and events and related initiatives.

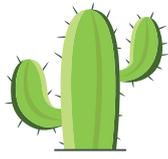
## INTELLECTUAL PROPERTY - GRANT OF RIGHTS

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

- (a) the Film 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 Film does not defame any person or violate the common law or statutory rights;
- (c) there are no agreements, nor will there be any agreements made subsequent to the date of the submission of the Film that would or could have the effect of impairing the Submitting Parties' ability to provide the Film as contemplated herein, or otherwise conflict with any provision of these Terms;
- (d) the Applicant agrees to indemnify and hold harmless the CIFF, its licensees, successors and assigns and its and their members, collaborators and affiliates (each a "Releasee"), from any claim, suit, action or other proceeding deriving from the use and exhibition of the Film submitted by the Applicant in the CIFF, or the breach or alleged breach of any representation, warranty or other agreement or concession set forth in these Terms.

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

- (a) the right to exhibit the Film to the Festival juries, both with on-site screenings and through shared links on a secure streaming platform;
- (b) the right to screen the Film during the Festival, including through a secure streaming platform;
- (c) the right to present or allow others to present excerpts of the Film up to a total of three minutes in length in any medium (national, international and also via the web) for promotional purposes;
- (d) the right to incorporate and use stills, art, footage, biographical material, names and likenesses from the Film for promotional purposes and for any purpose connected with the Festival and its collateral events and initiatives;
- (e) the right to share with press and media the trailer of the Film, provided at the time of registration, for promotional purposes;
- (f) the right to exhibit the Film for educational use for a period of nine months following the Festival, also through a secure streaming platform, without territorial limits, as part of the Cactus Edu and Cactus Lab initiatives;
- (g) the right to make the Film available for public exhibition at Italian venues nationally for a period of nine months following the Festival as part of the touring Festival programs;



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- (h) the right to retain any and all revenues from merchandise and sponsorship associated with the Film's participation in the Festival or any associated events;
- (i) the right to keep a copy of the winning Films, on digital support in high definition, which will be kept in the historical archive of the CIFF and intended for the exclusive purposes of study, conservation and projection in any future retrospectives.

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. Participation in the CIFF implies the acceptance of presenting the selected Films also online.