



INTERNATIONAL FILM FESTIVAL

RULES AND REGULATIONS 2027

Cactus International Film Festival

Art. 1 – Organization and Scope

The **Cactus International Film Festival**, hereinafter referred to as the “Festival”, is organized by **Long Neck Doc ETS**, with registered office at via E. Aubert 51, 11100 Aosta, Italy, hereinafter referred to as the “Organizer”.

The Festival is dedicated to short and feature-length films, fiction and non-fiction, of any genre, intended for audiences ranging from children to young adults, and will take place in Aosta in **August 2027**, with a number of lead-up events scheduled in the preceding months.

These Rules and Regulations govern the submission, selection and participation of works in the Festival.

By submitting a work, the person or entity submitting it, hereinafter referred to as the “Participant”, declares that they have read, understood and fully accepted these Rules and Regulations and that they have all the necessary rights, powers and authorizations to assume the obligations and grant the rights provided herein. These Rules and Regulations are drawn up in both **Italian and English**. In the event of any discrepancy, ambiguity or difference in interpretation between the two versions, the **Italian version shall prevail exclusively**.

Art. 2 – Sections, Juries and Awards

The Festival includes the following competitive sections and awards:

- **School Jury Award**, awarded by students participating in the Cactus Edu and Spin-Off projects;
- **International Jury Award**, awarded by a jury composed of professionals and experts from the film industry;
- **ECFA Short Film Award**, for Best European Short Film;
- **Audience Award**, awarded on the basis of votes cast by audiences attending Festival screenings.

The decisions of the Artistic Direction, selection committees and juries are final, do not require justification and are not subject to any internal appeal procedure.

For justified artistic or organizational reasons, or as a result of decisions taken by partner organizations, the Festival may modify sections, award names, jury composition or award procedures and may decide not to assign one or more awards.

Unless expressly stated otherwise, awards do not include any monetary prize.

Art. 3 – Submission

Each Participant may submit one or more works through the **FilmFreeway** platform via the Festival’s official page.

Submission includes delivery of the work and all information and materials required by the Festival and by the platform.

The submission deadline is **31 January 2027**.

Only works completed on or after **1 January 2025** are eligible.

The Festival may reject or exclude, at its artistic and organizational discretion, submissions that do not comply with these Rules and Regulations, are incomplete or contain inaccurate information.

Except for any mandatory rights provided by applicable law and any mandatory conditions imposed by the submission platform, any submission fees paid are non-refundable in the event of non-selection, exclusion or withdrawal of the work.



Art. 4 – Language Requirements

If the work contains dialogue, voice-over or any other verbal narration in a language other than Italian, English or French, it must be provided in a version dubbed or subtitled in at least one of these languages. Failure to comply with this requirement may result in the exclusion of the work.

Art. 5 – Withdrawal of a Work

Subject to any mandatory rights provided by applicable law, once submitted, a work may not be unilaterally withdrawn.

Any request for withdrawal due to serious and documented reasons must be submitted to the Festival Direction, which shall decide whether to accept the request at its discretion.

Where a work has already been selected, any unauthorized withdrawal shall constitute a breach of these Rules and Regulations.

Art. 6 – Selection

The selection process will be completed by **30 March 2027**.

Works are selected according to artistic, editorial and organizational criteria independently established by the Festival.

The Festival may assign a work to the section it considers most appropriate.

Selection remains conditional upon continued compliance with these Rules and Regulations.

The Festival may revoke a selection at any time if inaccurate statements, breaches of these Rules and Regulations, disputes concerning rights in the work or failure to provide the required materials are identified.

Art. 7 – Materials Required for Selected Works

Participants whose works are selected must provide, within the deadlines and according to the procedures specified by the Festival:

- a digital file of the work in the required technical format;
- high-resolution images and photographs;
- credits;
- synopsis and production information;
- director's biography;
- trailer, where available;
- any additional promotional materials requested by the Festival.

The Festival may use such materials for the presentation, communication and promotion of the work and of the Festival in accordance with these Rules and Regulations.

Failure to provide the required materials within the specified deadlines may result in the revocation of the selection.

Art. 8 – Rights Ownership and Participant Warranties

By submitting a work, the Participant represents and warrants that:

- a) they hold all rights necessary in relation to the work or are duly authorized by the relevant rights holders to submit it to the Festival and to grant all rights provided for under these Rules and Regulations;
- b) any protected third-party material contained in the work has been used pursuant to valid licences, releases, permissions, authorizations or other appropriate legal basis;



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c) they have obtained all necessary authorizations relating, by way of example, to persons, performers, images, photographs, music, sound recordings, trademarks and any other materials incorporated into the work;

d) the work does not infringe copyright, personality rights, image rights, trademarks or any other third-party rights and does not contain unlawful or defamatory material;

e) no agreement exists that is incompatible with the participation of the work in the Festival, and no such agreement will subsequently be entered into in a manner that prevents or limits the exercise of the rights granted to the Festival.

The Festival may at any time request documentation proving the statements and warranties made by the Participant.

Art. 9 – Rights Granted for Selected Works

In the event of selection, the Participant grants **Long Neck Doc ETS**, free of charge and for the purposes of the Festival, a non-exclusive licence including:

a) the right to technically reproduce the work in the formats necessary for its management and screening;

b) the right to make the complete work available to Festival juries through physical screenings, digital systems or restricted-access streaming platforms;

c) the right to screen and communicate the complete work to the public as part of the official Festival programme, in person and/or through any online methods established by the Festival;

d) the right to create technical copies and carry out encoding, transcoding, format conversion and any other technical processing strictly necessary for the management and viewing of the work;

e) the right to create or use excerpts from the work with a maximum total duration of **three minutes**, for the communication and promotion of the Festival;

f) the right to use trailers, stills, photographs, graphics, the title of the work, credits, names, biographies and promotional materials supplied by the Participant for the institutional communication and promotion of the Festival and initiatives directly connected with it;

g) the right to share the trailer and promotional materials relating to the work with the press, media and communication partners;

h) the right, where necessary, to produce subtitles for Festival programming and accessibility purposes.

The promotional uses referred to in points e), f) and g) may take place through print media, television, websites, social media, newsletters, audiovisual platforms and other Festival communication channels, in Italy and abroad.

The authors' mandatory moral rights remain unaffected.

Art. 10 – Merchandising and Sponsorship

Participation of a work in the Festival does not entitle the Participant to any right, compensation, royalty or financial participation in relation to sponsorships, merchandising or any other economic activities relating to the Festival.

The Festival shall retain in full any revenue generated by its sponsorship, partnership and merchandising activities.

The Festival shall not use the work, its title, characters, images, logos or other protected elements for the production of merchandising specifically relating to the work, unless a separate written agreement is entered into with the relevant rights holders.

The inclusion of promotional materials relating to the work within the Festival's institutional communication, including alongside the logos of Festival partners and sponsors, falls within the promotional uses authorized under these Rules and Regulations.



Art. 11 – Archive and Award-Winning Works

The Festival may permanently retain a copy of award-winning works in its historical archive.

Such works may subsequently be screened **exclusively within Italy**, free of charge and as part of retrospectives, cultural or educational initiatives, or Festival promotional activities that have no profit-making or commercial purpose.

Any other use shall require a separate agreement with the relevant rights holder.

Art. 12 – Indemnification

The Participant agrees to indemnify and hold harmless **Long Neck Doc ETS**, the Festival, their representatives and collaborators against any claims, demands, proceedings, damages, costs and reasonable legal expenses brought by third parties and arising from:

- false or inaccurate statements made by the Participant;
- breach of the warranties or obligations set out in these Rules and Regulations;
- the absence of the rights, licences or authorizations required in relation to the work or any materials contained therein.

This provision shall not apply to damages directly attributable to wilful misconduct or gross negligence on the part of the Organizer or to any liability that cannot be excluded or limited by law.

Art. 13 – Credits and Information Materials

The Festival shall use the titles, credits and information provided by the Participant.

The Participant is responsible for the accuracy and updating of the information provided and must promptly communicate any corrections.

The Festival shall not be liable for errors or omissions resulting from information provided by the Participant or for unintentional material errors attributable to ordinary negligence, without prejudice to cases of wilful misconduct, gross negligence and any liability that cannot be excluded under applicable law.

Art. 14 – Programming

Dates, times, order, number and methods of screenings shall be determined exclusively by the Festival.

The Festival may modify the programme, transfer a screening or event to another venue, change dates and times and adopt physical, digital or hybrid viewing arrangements for artistic, technical, organizational or safety reasons.

Such changes shall not entitle the Participant to any compensation, damages or indemnification, without prejudice to any mandatory rights provided by applicable law.

Art. 15 – Modification, Postponement, Suspension and Cancellation of the Festival

For justified artistic or organizational reasons, unavailability of venues, technical or safety issues, measures imposed by public authorities, emergencies, natural events, force majeure or other circumstances beyond the reasonable control of the Organizer, the Festival may:

- modify its dates, duration, venues or format;
- reduce or modify the programme;
- postpone one or more activities;
- suspend the Festival;
- move all or part of its activities online;
- cancel the Festival in whole or in part.



In such circumstances, the Participant shall not be entitled to compensation, damages or indemnification from the Festival, without prejudice to any mandatory obligations provided by applicable law and any obligations arising from the applicable conditions of the submission platform.

Art. 16 – Participants Who Are Minors

Submissions must be made by a person who has the legal capacity and authority necessary to assume the obligations provided for under these Rules and Regulations.

Where the person directly submitting the work is a minor, the submission must be made or authorized by a parent, legal guardian or other duly authorized legal representative.

The involvement of minor authors, directors, performers or other rights holders in the work remains subject to the authorizations and releases required under applicable law, and the Participant is responsible for obtaining them.

Art. 17 – Personal Data Processing

Personal data acquired in connection with submissions and participation in the Festival shall be processed by **Long Neck Doc ETS** in accordance with the applicable legislation governing the protection of personal data.

Any processing of personal data carried out through third-party platforms or services shall also be subject to the relevant terms and privacy policies, in accordance with applicable law.

Art. 18 – Decisions of the Festival Direction and Unforeseen Matters

The Festival Direction shall decide on artistic, technical and organizational matters not expressly governed by these Rules and Regulations.

Where justified artistic, organizational, technical or safety requirements, force majeure or other objective circumstances arise, the Festival Direction may adopt any measures necessary for the proper organization and operation of the Festival, including derogations from provisions of these Rules and Regulations that are exclusively organizational in nature.

Any rights and obligations arising from mandatory provisions of law remain unaffected.

Art. 19 – Applicable Law and Jurisdiction

These Rules and Regulations are governed by **Italian law**.

For disputes involving Participants acting in the course of their business, commercial, professional or artistic activity, the **Court of Aosta, Italy**, shall have exclusive jurisdiction.

Where the Participant qualifies as a consumer, jurisdiction shall remain with the court designated by the applicable mandatory legislation.

Art. 20 – Acceptance of the Rules and Regulations

Submission of a work through FilmFreeway constitutes the Participant's declaration that they have read, understood and fully accepted these Rules and Regulations.

The Participant acknowledges, in particular, the provisions concerning submission and non-refund of any fees paid, withdrawal of the work, revocation of selection, grant of rights, indemnification, limitations of liability, programming, modification, postponement, suspension or cancellation of the Festival, decisions of the Festival Direction and jurisdiction.