



# Clermont-Ferrand International Short Film Festival

2<sup>nd</sup> > 10<sup>th</sup> February 2024

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## International Competition

The 46th Clermont-Ferrand International Short Film Festival will take place from February 2nd -> 10th, 2024.

The 46th Clermont-Ferrand International Short Film Festival is organised under the patronage of the French Ministry for Culture by the association Sauve qui peut le court métrage (hereafter "SQP") with support from the City of Clermont-Ferrand, Clermont Auvergne Métropole, Puy-de- Dôme Departmental Council, Auvergne-Rhône-Alpes Regional Council, the Regional Directorate for Cultural Affairs, the French National Centre for Cinema and Animation, the European Union, the Regional Directorate for Youth, Sport and Social Cohesion (ACSÉ), the French Ministry for National Education and other public and private partners. Clermont-Ferrand International Short Film Festival is a qualifying festival for the Oscars®, the British Academy of Film and Television Arts awards, the European Film Awards and the César Awards. .

### 1. ENTRY REQUIREMENTS

Only films completed after **1 October 2022** can apply.

Only producers as defined in Article L132-23 of the French Intellectual Property Code or any person mandated by producers (distributors, directors, co-producers, schools, etc.) are entitled to enter films in the Competition (hereafter, the Rights Holders).

For international **co-productions** with France, the main country of production determines in which competition a film may be entered (national or international competition). The main production country is defined by the majority share of funding for the film production:

- 50% (or more) of funding -> primary country of production
- 49% (or less) of funding -> secondary country of production If this clause is not respected, the organisers reserve the right to switch the film to one or other of the competitions. .

Any production (fiction, documentary, experimental live action or animation) can be submitted to the selection committee.

Films must not exceed 40 minutes in length.



Films submitted to previous editions cannot be re-entered, even in a new version. Industrial or commercial films are not accepted.

The Clermont-Ferrand International Short Film Festival does not require premiere status, but particular attention will be paid to films that have not yet been shown. When registering, please list any previous festivals and awards obtained.

At present, the venues of the Clermont-Ferrand short film festival are not all equipped for 5.1 sound.

The Rights Holders must ensure that they hold all intellectual property rights, image rights and all third-party rights in general so that SQP cannot be held responsible when films are screened. Any claims made by a third party in relation to the films are liable to exclude the film from the competition.

## 2. ENTRY PROCEDURE

Participants must enter their films via the online submission form at [shortfilmdepot.com](http://shortfilmdepot.com). The following elements must be included in the online submission:

- one still from the film for use in publications (in colour or in black and white depending on the film; posters, pictures of the film set or crew will not be accepted);
- one photo of the director(s)
- the dialogue list in the original language and a French or English translation;
- one uploaded video file of the film.

Your registration will only be validated after the video file of your film has been uploaded.

The Rights Holders guarantee SQP that they have all the necessary authorisations from the co-producers, authors, directors, actors and all the people involved in the film in general in order to enter the film in compliance with these regulations.

In order to participate in the competitions, the Right Holders must select the video library option.

Clermont-Ferrand International Short Film Festival deadlines:

- **11 July 2023** for films completed after October 1<sup>st</sup>, 2022
- **3 October 2023** for films produced in 2023



### 3. PREVIEW SCREENER

Only files uploaded via [shortfilmdepot.com](http://shortfilmdepot.com) will be taken into account. Films will be viewed and considered for selection after the validation of your registration. .

### 4. SELECTION

Films selected for the competition cannot be withdrawn from the selection or the festival. The Rights Holder shall be solely responsible for and shall indemnify SQP against all damages and costs incurred (including reasonable legal costs), in the event of a final court decision imposing the withdrawal of the film or after SQP's prior written consent to withdraw the film.

The list of selected films will be available on [clermont-filmfest.org](http://clermont-filmfest.org) mid-December 2022 at the latest. Each contact person for the submitted films will be informed of the selection results by email. However, SQP cannot be held responsible for any errors in email addresses if the information provided by the producer or co-producers is not correct.

### 5. SHIPPING OF SELECTED FILMS, SUBTITLES & TECHNICAL REQUIREMENTS FOR THE SCREENINGS

#### **Compulsory screening format (if your film is selected): DCP.**

The hard disk drive (or USB pendrive) with the DCP must be sent to the company DUNE MK by registered mail or courier imperatively for receipt no later than **20 December 2023**, under penalty of exclusion from the competition.

The film can also be sent via FTP (the address will be communicated at the time of selection).

#### **DCP SHIPPING ADDRESS:**

DUNE MK  
Att: Stéphane Lamouroux  
63 rue Paul-Vaillant Couturier  
92240 Malakoff  
France

**DCPs must be sent with no KDM encryption key.**



#### SUBTITLING OF SELECTED FILMS

- French language films:
  - o **French language** films must be delivered with **English** subtitles (Important: **non embedded subtitles only**). The subtitles file (.srt) will also be requested.
- Non French language films:
  - o non French language films must be submitted with **English** subtitles (Important: **non embedded subtitles only**). The subtitles file (.srt) will also be requested.
  - o **French** subtitles (non embedded) of non French language films are also required. The subtitles file (.srt) will also be requested.

**Subtitles format: DCP subtitles must be provided in XML or MXF format, i.e. non embedded (not "burnt") in the image.**

Voice-over translation is not accepted.

The DCPs will be checked and compiled on multiple hard drives for screening purposes in the different theatres of the Clermont-Ferrand International Short Film Festival. These hard drives will be added to the Clermont-Ferrand International Short Film Festival archives and will in no case be used for other screenings, except with the express agreement of the Rights Holders.

#### 6. RETURN OF COPIES

Hard drives containing the DCPs will be available for collection on site during the Clermont-Ferrand International Short Film Festival. If needs be, they will be returned in February after the Clermont-Ferrand International Short Film Festival. A copy of the viewing files and any other material received will be kept in SQP's Documentation Centre and may be consulted at any time.

#### 7. SHIPPING AND INSURANCE

The cost of sending the projection materials to SQP must be paid by the participants. Return expenses will be covered by SQP.

Insurance costs for the period between the receipt and return of projection materials will be paid for by SQP. In the event of loss or damage during this period, SQP shall only be liable for the replacement value of the hard disk. No claim regarding the condition of the projection media can be taken into account more than 30 days after the date of their return.



## 8. AUTHORISATION TO PUBLISH REGISTRATION DATA

The information and photos provided at the time of registration via [shortfilmdepot.com](http://shortfilmdepot.com) will be used in various bilingual publications (Clermont-Ferrand International Short Film Festival catalogue, short film market guide, websites, video library referencing), which may be distributed or marketed free of charge or for a fee and may be subject to translations, corrections or modifications prior to publication. Under the terms of the present regulations, all participants grant SQP permission, free of charge, to publish and use this material for the above purposes.

By registering at Clermont-Ferrand International Short Film Festival, participants agree that photos, videos or interviews may be taken and recorded during the event for non-commercial purposes. Participants consent to the use of these images, video or sound recordings for non-commercial purposes by Clermont-Ferrand International Short Film Festival.

## 9. GUARANTEES

Participants guarantee SQP that they hold or have obtained all the rights and authorisations necessary for the entry of the film in the national, international and Lab competitions as well as for the uses granted to SQP by virtue of the present regulations and, in particular, but not limited to, the rights relating to the images, music, filming locations, screenplays, rights of the various authors, directors and actors, as well as the right to use, quote and reproduce the photographs, first and last names and pseudonyms of the various participants.

In this respect, participants guarantee SQP against any disturbance, claim, eviction and any action by any third party on any grounds whatsoever. Participants shall bear the cost of any damages and all costs, in particular those relating to any judicial, administrative or criminal litigation including pre-litigation, (in particular, but not limited to, costs and fees of legal counsel, disbursements, expert fees, etc.) and those relating to any enforcement measure that SQP is required to pay following either a judicial decision with provisional enforcement, or a settlement signed with the plaintiff. Participants are reminded that failure to hold all the rights and authorisations necessary for the film to participate in the national, international and Lab competitions as well as for the uses granted to SQP as referred to in this article, may result in the application of criminal and civil penalties as provided for by the law. Furthermore, failure to comply with this clause may result in your exclusion from the competition.



## 10. INTERNATIONAL SHORT FILM MARKET

All films submitted for selection will be referenced in the Short Film Market digital catalogue (see Market Regulations below), whether they are selected for the official competitions or not. No request for withdrawal from the said catalogue can be made. Otherwise, the producer undertakes to bear all the costs and damage that such a withdrawal could cause to SQP.

## 11. INVITATION

Directors whose films have been selected for the competition will be invited to stay in Clermont-Ferrand for 6 days. SQP will pay for their accommodation, a catering allowance in the form of restaurant vouchers valid for the duration of their stay and a travel allowance of €80 on arrival.

These expenses can be provided for one director only for each film. This invitation is not transferable to a third party.

The dates of overnight stays in Clermont-Ferrand shall be defined by SQP and cannot be modified. Any modification, addition or removal of overnight stays shall be at the expense of the director.

In the event that the festival is cancelled and replaced by a 100% online version, the invitation shall also be cancelled in its entirety and replaced by the payment of an €80 screening rights fee.

## 12. AWARDS

The following prizes shall be awarded:

- "Grand Prix" (the director receives €5,000 and a Vercingétorix, the Clermont-Ferrand International Short Film Festival trophy).

- Special Jury Prize (the director receives €4,000 and a Vercingétorix, the Clermont-Ferrand International Short Film Festival trophy).

The awards shall be assigned by a panel of judges composed of distinguished figures.

- Audience Award (the director receives €4,000 and a Vercingétorix, the Clermont-Ferrand International Short Film Festival's trophy).

This award is assigned by subscriber members of the audience.

The awards are supported by the City of Clermont-Ferrand, Puy-de-Dôme Departmental Council and Auvergne Rhône-Alpes Region. The amount indicated for each prize is not contractual. Additional prizes may be awarded.

The director is informed that these prizes are considered as author's income as defined by French regulations and are therefore subject to social security



contributions, whether declared or deducted. Unless a certificate of exemption from advance payment is provided, SQP will make the necessary deductions. For directors whose tax residence is abroad, the prizes will be paid upon receipt of the CERFA 5000 and 5003 forms required to process the withholding tax. In the absence of these CERFA forms, a deduction of 33.33% will be applied to the prize.

The winning films may be the subject of additional prizewinning screenings the day after the closing session in one of the cinemas of the Clermont-Ferrand International Short Film Festival.

### **13. OTHER SECTIONS**

Films entered in the international competition may be selected for other non-competitive sections of the Clermont-Ferrand International Short Film Festival: Films in the Auvergne-Rhône-Alpes Region, Young Audience, African Perspectives, Décibels !...

### **14. TELEVISION AND INTERNET BROADCASTING OF EXCERPTS FROM THE FILMS**

Participants authorise SQP, free of charge, to represent, reproduce and broadcast excerpts and/or images from the selected films in the framework of the Clermont Ferrand International Short Film Festival on French terrestrial, digital, cable, satellite and ADSL television channels and on Internet sites as well as on any paper, electronic and/or digital medium. These excerpts may not exceed 10% of the total duration of the film and in any case shall be limited to 3 minutes and shall only be used in the context of information or news reports dedicated to the Clermont-Ferrand International Short Film Festival as well as television or web broadcasts, television or web interviews and/or promotional or advertising announcements for current or future editions of the Clermont-Ferrand International Short Film Festival, for a period of one year from the date of the film's registration on [shortfilmdepot.com](http://shortfilmdepot.com), extendable by tacit agreement unless terminated by registered letter with acknowledgement of receipt, subject to a notice period of two (2) months prior to the annual expiration date.

### **15. SCREENING OF FILMS DURING AND AFTER THE FESTIVAL AND ONLINE**

By registering the film, you authorise SQP, for the duration of the festival, to:

- Include the film alongside any other film of SQP's choice for screening
- Show and reproduce the film in any screening venue (cinema, auditorium,





amphitheatre or other venues selected by SQP, including in public places, indoors or outdoors, in schools, professional establishments, with or without catering (free of charge or for a fee).

In the case of the "young audience" selection, participants authorise such screening and broadcasting from the selection date, including before the festival.

Furthermore, in the case of full or partial online organisation of the festival, the producer undertakes to authorise (and to ensure that all the authors agree to authorise) SQP to show, reproduce and broadcast the films on any type of online broadcasting platform or to adapt them for this purpose (the format only to allow for better quality online broadcasting) free of charge for the duration of the festival as well as on any other previously defined date. This authorisation is granted for a minimum period of one year, starting from the registration of the film on [shortfilmdepot.com](http://shortfilmdepot.com), extendable by tacit agreement unless terminated by registered letter with acknowledgement of receipt, subject to a notice period of two (2) months prior to the annual expiration date.

## **16. ARCHIVING AND VIEWING OF FILMS IN THE LA JETÉE DOCUMENTATION CENTRE**

Since its creation, SQP has been working for the protection of short film heritage. To this end, it keeps and archives all works submitted for selection. It may be necessary, for the sake of better preservation of the archives, to transfer them to new existing or future media.

Participants authorise SQP free of charge to carry out, within the framework of its mission for the protection of heritage, free and individual consultation of the films archived in its "La Jetée" documentation centre for a period of 10 years from the date of registration of the film on [shortfilmdepot.com](http://shortfilmdepot.com), extendable by tacit agreement unless terminated by registered letter with acknowledgement of receipt, subject to a notice period of two (2) months prior to the expiration date.

## **17. PROLONGATION OF THE CLERMONT-FERRAND INTERNATIONAL SHORT FILM FESTIVAL**

The films selected for the Clermont-Ferrand International Short Film Festival may be consulted free of charge and individually in the Clermont Auvergne Métropole library network, of which the La Jetée Documentation Centre is a part.



Participants authorise SQP, free of charge, to make a video montage of excerpts from several of the films selected for the Clermont-Ferrand International Short Film Festival (in particular the prize-winning films) and to broadcast it on all physical or digital media for the purpose of promoting the Clermont-Ferrand International Short Film Festival in France and abroad, for a period of one year from the date of the film's registration on [shortfilmdepot.com](http://shortfilmdepot.com), extendable by tacit agreement unless terminated by registered letter with acknowledgement of receipt, subject to a notice period of two (2) months prior to the expiration date.

### **18. ACQUISITION OF SCREENING RIGHTS**

SQP may request from the producer the right to acquire the screening rights of any film selected at the Clermont-Ferrand Short Film Festival, in particular those of the award-winning films. SQP undertakes to use these films exclusively for its own strictly cultural and non-commercial purposes (excluding CNC ticketing).

### **19. FRENCH PRODUCTIONS**

These regulations do not concern French productions, which are subject to specific regulations (see National Competition regulations & **1° Entry Requirements** for French co-productions).

### **20. NON-SPECIFIED CASES AND DISPUTES**

If any of the provisions of these regulations are found to be invalid or unenforceable by virtue of any law or regulation or as a result of an enforceable decision of a court or competent authority, the Parties expressly agree that the remaining provisions of the regulations shall not be affected by the invalidity of the aforementioned provision. SQP's failure at any time to insist upon strict compliance with any provision or condition of these regulations shall not be deemed a waiver of said provision or condition. Consequently, SQP may at any time demand the strict and full execution of the provisions and conditions of these regulations.

### **21. APPLICABLE LAW AND JURISDICTION**

These regulations are subject to French law, excluding international conventions (except the Berne Convention).

In the event of a complaint, misunderstanding or dispute relating to the application of these regulations, you may refer the matter to the SQP office, which will attempt to find an amicable solution.

In the case of any litigation and in the absence of an amicable solution being found



within one (1) month of the dispute arising, and unless otherwise stipulated, the competent courts shall be those of the jurisdiction of the registered office of SQP.

## 22. MISCELLANEOUS

Participation in the Clermont-Ferrand International Short Film Festival implies unreserved acceptance of the terms of the present regulations. SQP reserves the right to cancel the registration and to take any other appropriate action in the event of non-compliance with the terms of the regulations or of an attitude contrary to the smooth running of the festival.

## 23. PERSONAL DATA

Registration for the international competition requires SQP to collect a certain amount of personal information concerning the producer as well as the various people involved in the film (directors, actors, etc.). This personal data includes, but is not limited to, surname, first name, address, photograph, e-mail address, job title, main activity, telephone and mobile phone number.

Right Holders who do not wish to or do not have the authorisation to provide the information necessary for the registration of the film will not be able to participate in the international competition or in the festival in general.

The data controller is the SQP Association, whose contact details are given in the preamble.

All information is collected exclusively for the purposes of the contractual relationship (film registration, inclusion in the catalogue, management of the relationship, awarding of prizes, etc.) or in the legitimate interests of SQP, in particular for the purposes of commercial prospecting, optimising its services and securing its activities. Personal data is stored for a reasonable period of time, i.e. for the duration of the contractual relationship, and is then archived for the duration of the statutory limitation period. However, Right Holders are informed that the personal data included in the credits of the Films are kept for an unlimited period of time for archive purposes. SQP undertakes to only communicate and/or make personal data (other than those appearing in the credits of the Films) available to persons who need to know them, namely:

- The relevant managers within SQP
- Legal entities in charge of implementing the aforementioned activities: payment institutions, banks, insurance companies, etc.
- Service providers chosen to carry out all or part of the activities on behalf of SQP: consultants, accountants and technical service providers (hosting company,



publishers), as well as VOD service providers or online broadcasting platforms in the case of online festivals.

- Public authorities (legal or administrative) in the context of a legal obligation, particularly in the context of social and fiscal obligations.

Apart from the cases set out above, SQP undertakes not to sell, rent, transfer or give access to personal data to third parties without the prior consent of the persons concerned, unless compelled to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of the rights of defence, etc.).

Given the data processed and the size of SQP (an association under the French Law of 1901), SQP implements significant physical and logical security measures (limitation of physical and logical access, management of authorisations, installation of anti-virus, anti-malware and firewall software, regular updating of all IT devices, servers and networks, weekly back-up procedure on disconnected and/or external equipment, data restoration procedures, etc.)

As a matter of principle, data is not transferred outside of the European Union, except for producers/directors located outside the European Union, but for whom only their own data is sent.

All persons concerned have the following rights: the right to ask the controller for access to or for the rectification or erasure of personal data, or for a restriction of processing, or the right to object to processing and the right to data portability under the conditions and within the limits provided for by the European Regulation on personal data.

Where processing is based on consent, all persons can withdraw their consent at any time. This withdrawal of consent will only have effect for the future after validation of the lawfulness of the request by SQP.

Data subjects also have the right to lodge a complaint with the CNIL <https://www.cnil.fr/fr/plaintes>. No automated decisions are made using the information (profiling).

For more information concerning your rights, data and/or for any other question concerning your data, subject to the production of a valid proof of identity, you can contact:

**Surname:** Westermann

**First name:** Julien



**Address:** 6 Place Michel-de-l'hospital, 63000 Clermont-Ferrand

**Email:** [j.westermann@clermont-filmfest.org](mailto:j.westermann@clermont-filmfest.org)

**Telephone:** +33 (0)4 73 14 73

If you do not wish/no longer wish to receive news and messages from us (by telephone, SMS, post or e-mail) and invitations, you can inform us of the fact via the link provided to this effect or modify your choices by contacting us in accordance with the aforementioned conditions.



# Lab Competition

## PARTICIPATION OF INTERNATIONAL FILMS

The International Selection Committee will submit a pre-selection of films from which the Lab Selection Committee will select the international films for participation in the Lab Competition. The regulations of the International Competition also apply to the Lab Competition except article 12, which is replaced by the following:

## AWARDS

The following prizes shall be awarded:

- "Grand Prix" (the director receives €5,000 and a Vercingétorix, the Clermont- Ferrand International Short Film Festival trophy).
- Special Jury Prize (the director receives €3,500 and a Vercingétorix, the Clermont-Ferrand International Short Film Festival trophy).

The awards shall be assigned by a panel of judges composed of distinguished figures.

- Audience Award (the director receives €1,500 and a Vercingétorix, the Clermont-Ferrand International Short Film Festival's trophy).

This award is assigned by votes from members of the audience who are season ticket holders of the Clermont-Ferrand International Short Film Festival.

The amount indicated for each prize is not contractual. Additional prizes may be awarded.

The director is informed that these prizes are considered as author's income as defined by French regulations and are therefore subject to social security contributions, whether declared or deducted. Unless a certificate of exemption from advance payment is provided, SQP will make the necessary deductions. For directors whose tax residence is abroad, the prizes will be paid upon receipt of the CERFA 5000 and 5003 forms required to process the withholding tax. In the absence of these CERFA forms, a deduction of 33.33% will be applied to the prize. The winning films may be the subject of additional prizewinning screenings the day after the closing session in one of the cinemas of the Clermont-Ferrand International Short Film Festival.



## Short Film Market

5 > 9 February 2024

# Regulations

## Short Film Market



# Short Film Market

The Short Film Market is organised by the association Sauve qui peut le court métrage (hereafter "SQP") in parallel with the Clermont-Ferrand International Short Film Festival with the aim of boosting economic activity and encouraging professional interaction in the short film sector. It is a unique space for hosting, promotion and networking.

## 1. PARTICIPATION

The inclusion of films in the Short Film Market is free and non-competitive. All films submitted to the national or international competitions of the Clermont-Ferrand International Short Film Festival, whether selected or not, will be listed in the Short Film Market digital catalogue.

## 2. CONDITIONS

Only films that have been submitted to the national or international competitions of the Clermont-Ferrand International Short Film Festival can be included in the Short Film Market.

## 3. SHORT FILM MARKET PICKS LABEL

To highlight films that were particularly appreciated by the official selection committees of the Clermont-Ferrand Short Film Festival, SQP reserves the right to reference and label the aforementioned works as "Short Film Market Picks" on Short Film Market media such as its digital catalogue or video library, thus offering better visibility for these films.

## 4. VIDEO LIBRARY OPTION

The video library option allows participating professionals (festival programmers, distributors, TV & VOD buyers, etc.) to view the films entered in the Short Film Market and then through its online extension until 31 December 2024.

### 4.1 ENTRY PROCEDURE

Registration for the Short Film Market video library is free and optional. Participants





register via the [shortfilmdepot.com](http://shortfilmdepot.com) website by ticking the **"Video library option"** box when registering for one of the national or international competitions of the Clermont Ferrand Short Film Festival.

This option is mandatory for films selected for the international, national or Lab Competitions of the Clermont-Ferrand International Short Film Festival.

#### 4.2 SERVICES

- inclusion of the film in the Short Film Market video library and its online extension until 31 December 2023 (reserved for participating professionals\* with a Shortfilmwire+ subscription).
- access to viewing statistics and the contact information of the professionals who viewed the film.
- free accreditation for the director and producer of the film.

\* it being specified that in the case of an event that does not allow the festival and market to be held physically and/or restricts the conditions of access, such as the current health crisis or any other force majeure, participation may be virtual or remote.

#### 4.3 VIEWING COPY

By default, the copy used will be the viewing copy uploaded to the [shortfilmdepot.com](http://shortfilmdepot.com) platform at the time of registration for the national or international competitions of the Clermont-Ferrand International Short Film Festival.

#### 4.4 NEW VERSION OF THE VIEWING COPY

If you wish to replace your viewing copy with a new version (final version, English subtitled version, etc.), you can do so by uploading a new video file via the **"Upload new version"** button on the [shortfilmdepot.com](http://shortfilmdepot.com) form used initially to register your film for the national or international competitions of the Clermont-Ferrand International Short Film Festival before **10 January 2024**.

#### 4.5 CANCELLATION

Inclusion in the Short Film Market video library can be cancelled at any time by contacting [videolibrary@clermont-filmfest.org](mailto:videolibrary@clermont-filmfest.org), except for the films in competition.

### 5. ARCHIVING

Since its creation, SQP has been working for the protection of short film heritage. To this end, it keeps and archives all works submitted for selection. It may be necessary, for the sake of better preservation of the archives, to transfer them to new existing or



future media (digital or other).

Participants authorise SQP free of charge to carry out, within the framework of its heritage protection mission, free and individual consultation of the films archived in its documentation centre for a period of 10 years from the date of registration of the film on [shortfilmdepot.com](http://shortfilmdepot.com), extendable by tacit agreement unless terminated by registered letter with acknowledgement of receipt, subject to a notice period of two (2) months prior to the expiration date.

## **6. NON-SPECIFIED CASES AND DISPUTES**

If any of the provisions of these regulations are found to be invalid or unenforceable by virtue of any law or regulation or as a result of an enforceable decision of a court or competent authority, the Parties expressly agree that the remaining provisions of the regulations shall not be affected by the invalidity of the aforementioned provision. SQP's failure at any time to insist upon strict compliance with any provision or condition of these regulations shall not be deemed a waiver of said provision or condition. Consequently, SQP may at any time demand the strict and full execution of the provisions and conditions of these regulations.

## **7. APPLICABLE LAW AND JURISDICTION**

These regulations are subject to French law, excluding international conventions (except the Berne Convention).

In the event of a complaint, misunderstanding or dispute relating to the application of these regulations, you may refer the matter to the SQP office, which will attempt to find an amicable solution.

In the case of any litigation and in the absence of an amicable solution being found within one (1) month of the dispute arising, and unless otherwise stipulated, the competent courts shall be those of the jurisdiction of the registered office of SQP.

## **8. MISCELLANEOUS**

Participation in the Clermont-Ferrand International Short Film Festival implies unreserved acceptance of the terms of the present regulations. SQP reserves the right to cancel the registration and to take any other appropriate action in the event of non-compliance with the terms of the regulations or of an attitude contrary to the smooth running of the festival.



## 9. PERSONAL DATA

Registration for the international competition requires SQP to collect a certain amount of personal information concerning the producer as well as the various people involved in the film (directors, actors, etc.). This personal data includes, but is not limited to, surname, first name, address, photograph, e-mail address, job title, main activity, telephone and mobile phone number.

Right Holders who do not wish to or do not have the authorisation to provide the information necessary for the registration of the film will not be able to participate in the international competition or in the festival in general. The data controller is the SQP Association, whose contact details are given in the preamble.

All information is collected exclusively for the purposes of the contractual relationship (film registration, inclusion in the catalogue, management of the relationship, awarding of prizes, etc.) or in the legitimate interests of SQP, in particular for the purposes of commercial prospecting, optimising its services and securing its activities. Personal data is stored for a reasonable period of time, i.e. for the duration of the contractual relationship, and is then archived for the duration of the statutory limitation period.

However, Right Holders are informed that the personal data included in the credits of the Films are kept for an unlimited period of time for archive purposes. SQP undertakes to only communicate and/or make personal data (other than those appearing in the credits of the Films) available to persons who need to know them, namely:

- The relevant managers within SQP
- Legal entities in charge of implementing the aforementioned activities: payment institutions, banks, insurance companies, etc.
- Service providers chosen to carry out all or part of the activities on behalf of SQP: consultants, accountants and technical service providers (hosting company, publishers), as well as VOD service providers or online broadcasting platforms in the case of online festivals.
- Public authorities (legal or administrative) in the context of a legal obligation, particularly in the context of social and fiscal obligations.

Apart from the cases set out above, SQP undertakes not to sell, rent, transfer or give access to personal data to third parties without the prior consent of the persons concerned, unless compelled to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of the rights of defence, etc.).



Given the data processed and the size of SQP (an association under the French Law of 1901), SQP implements significant physical and logical security measures (limitation of physical and logical access, management of authorisations, installation of anti-virus, anti-malware and firewall software, regular updating of all IT devices, servers and networks, weekly back-up procedure on disconnected and/or external equipment, data restoration procedures, etc.)

As a matter of principle, data is not transferred outside of the European Union, except for producers/directors located outside the European Union, but for whom only their own data is sent.

All persons concerned have the following rights: the right to ask the controller for access to or for the rectification or erasure of personal data, or for a restriction of processing, or the right to object to processing and the right to data portability under the conditions and within the limits provided for by the European Regulation on personal data.

Where processing is based on consent, all persons can withdraw their consent at any time. This withdrawal of consent will only have effect for the future after validation of the lawfulness of the request by SQP.

Data subjects also have the right to lodge a complaint with the CNIL <https://www.cnil.fr/fr/plaintes>.

No automated decisions are made using the information (profiling).

For more information concerning your rights, data and/or for any other question concerning your data, subject to the production of a valid proof of identity, you can contact:

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If you do not wish/no longer wish to receive news and messages from us (by telephone, SMS, post or e-mail) and invitations, you can inform us of the fact via the link provided to this effect or modify your choices by contacting us in accordance with the aforementioned conditions.



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