

CROATIAN.FILM

TERMS OF USE FOR FILM APPLICANTS

ABOUT THE PLATFORM

Croatian.film is a bilingual web platform for the promotion of Croatian professional short films. The platform allows users to stream films free of charge and find information about the domestic short film production (hereinafter referred to as "the Platform"). The web location of the Platform is www.croatian.film.

The organizer and holder of all rights over the Platform is the Zagreb Film Festival Artistic Organization, Ulica grada Vukovara 35a, Zagreb, Croatia, OIB: 85305939367 (hereinafter referred to as "ZFF").

These Terms of Use for film applicants (hereinafter referred to as "the Terms") govern the relationship between ZFF and the film applicant, regarding the application, approval and streaming of the film on the Platform. Streaming films on the Platform is free of charge.

FILM APPLICATION AND APPROVAL

It is possible to submit a film to the Platform by completing the Application Form available on the Platform or by email. The application can be sent at any time, unless otherwise stated on the Platform web site. Only applications sent in electronic format will be accepted.

The Platform will accept a film for streaming if it meets the following criteria:

- short film of up to 30 minutes in length

- fiction, animated, experimental or documentary films, as well as hybrid film types are accepted
- the film must be completed; unfinished films, i.e., films still in development, in production, or in post-production will not be streamed
- Croatian production or co-production
- a film co-financed by the Croatian Audiovisual Centre or a film which has been included in the program of one of the festivals on the list of festivals found on the Platform's website.

The following technical specifications should be met and, along with the completed Application Form, the film should be submitted together with the accompanying files and information:

- the film must be in HD (1920 x 1080)
- a .srt file with English subtitles (synced with the film) must be provided so that they can be switched on or off as needed; in addition to English, subtitles in other languages are also accepted
- if the film is not in Croatian, Croatian subtitles (synced with the film) must be submitted
- if a .srt subtitle file is not available, we also accept films with hardcoded subtitles

The following materials must be provided with the film:

- basic information about the film: the name of the film (both in Croatian and English), duration, director, producer and production company, year of production, category, genre
- a brief synopsis of the film and a biography of the director

- maximum resolution photos, preferably in HD (1920 x 1080)
- all other relevant information (scriptwriter, cast, editor, sound production, cinematographer, festivals and awards, etc.).

If you are unable to submit a film that meets all of the above specifications, please contact us.

The submitted film should meet the following thematic, stylistic and production criteria:

- it must be of interest to the Republic of Croatia, i.e. to Croatian and European cinematography
- it should contextualize Croatian culture within the European framework
- it should promote intercultural dialogue and the development of civil society
- it must be professionally realized, of high quality and innovative in content
- it should contribute to the international promotion of Croatian film, filmmakers and film workers
- It must be of importance to the preservation of Croatia's cultural heritage and cultural identity.

The decision to approve a film for streaming on the Platform is done at the discretion of ZFF, within 30 days of the date of submission of the application. ZFF is authorized to refuse to stream a submitted film if the film does not meet the criteria listed in these Terms of Use. If it deems it necessary, ZFF has the right to request that additional conditions regarding the film or the film applicant be met if it determines that meeting additional conditions is in the best interest of the Platform, the entities supporting and financing the Platform,

in the public interest or in order to comply with regulations. ZFF has discretionary power to approve the streaming of a film that does not meet all the technical criteria specified, as long as it meets valuable thematic and stylistic criteria.

The film applicant has the right to request the removal of their film from the Platform at any time. ZFF will comply with such a request without delay and no later than 30 days after the request is submitted.

FILM STREAMING

By submitting a film to the Platform, the applicant authorizes ZFF to stream the film on a non-exclusive basis to third parties, on the grounds of the provisions of these Terms. ZFF shall not sell the rights of the film under any circumstances, and it shall not distribute the film for financial compensation outside of the Platform. The use of the film without authorization is strictly prohibited.

The applicant is informed that streaming of the film on the Platform is free of charge and hereby waives all and any rights to compensation from ZFF for streaming the film on the Platform.

The applicant allows ZFF to use the film, any segment of the film or any information related to the submitted film for the promotion of the Platform.

WARRANTIES AND LIABILITIES

By submitting the film, the applicant acknowledges and guarantees that they are authorized to submit the film for streaming on the Platform and that they have all the necessary authorizations and permissions regarding copyright and other related rights, trademarks or other intellectual property

rights contained in the film or any part of the submitted film, including the rights to the use of music in the film. By submitting the film, the applicant guarantees that they are the exclusive holder of the rights to the submitted film and that they are authorized to allow the film to be shown to third parties without compensation.

The Platform, ZFF and all ZFF representatives and employees act in good faith and are not responsible for unauthorized streaming of the film, which may result in potential claims by third parties. The applicant agrees to protect the Platform, ZFF, their representatives and employees from any demands, claims, losses, damages and liability and to fully compensate them for any damages and costs that may arise from third party claims related to the submitted film and its streaming. In the event of any doubt or indication of a problem, the film applicant is obliged to immediately inform ZFF of any possible requests and actions of third parties regarding the submitted film.

ZFF is authorized to exclude a film from streaming on the Platform at any time if said film is the object of any requests from third parties, or if it is determined that the film contains other deficiencies, or if the quality of the film is deemed unsatisfactory.

ZFF is not responsible for any damages that may be incurred to the film applicant as a result of the actions of Platform users. In the event of such damage, to the extent permitted, ZFF will assist the film applicant in order to minimize the consequences of the damage. ZFF will do everything in its power to prevent, but is not liable for any misuse of a film that is beyond the control of ZFF.

USE OF THE PLATFORM

The film applicant is obliged to make provisions to satisfy all technical requirements

for their own use of the Platform, e.g. adequate hardware and software, power supply and internet connection.

ZFF does not guarantee that the use of the Platform will be uninterrupted or trouble-free. The film applicant acknowledges that access to the Platform may at times be interrupted, temporarily unavailable or suspended for routine maintenance of the website or for other reasons for which ZFF is not liable.

The film applicant is aware and hereby acknowledges that technical and connectivity issues may occur while using the website, which may cause temporary interruption of the use of the Platform. Such and similar events are beyond the control of ZFF and ZFF is therefore not responsible for any loss of information or damage that may occur during such events. ZFF will not be liable for any damages that may be incurred from the use or inability to use the Platform or for damages that could be incurred to the film applicant due to the interruption of availability, non-publishing or deletion of content, or errors in the operation of the website or the Platform.

All content, documents and information published on the Platform are protected by copyright and other intellectual property rights, and may not be published, reproduced, distributed or otherwise used without the prior written consent of the holder of respective rights.

Website visitors and film applicants are not allowed to download, duplicate, modify, edit, distribute, display, delete, send, sell, resell, adapt, modify content, create derivatives, include on other websites or media, or use the Platform in any way other than for personal and home use.

The editorial content of the Platform and the website is the property of ZFF.

FINAL PROVISIONS

By submitting the application, the film applicant confirms that they are familiar with and agree to these Terms.

These Terms are written in the Croatian and English languages, and in case of their inconsistency or ambiguity in the interpretation of the language herein, the Croatian version holds precedence. ZFF will consider relations not covered by the Terms in accordance with its internal acts. Any dispute arising from relations with the Platform will be resolved in accordance with Croatian law, and if parties fail to resolve the dispute amicably, the dispute will be handled by the competent court in Zagreb.

These Terms are effective as of Feb 19, 2019. ZFF has the right to change or supplement these Terms at any time. The changes take effect on the day of their publication on the Platform. By continuing to browse the site or continuing to use any part of the Platform, you are deemed to consent to the amended or supplemented Terms.

If you have any questions, do not hesitate to contact us at: info@croatian.film.

Zagreb Film Festival Artistic Organization