

Rules 2023

This document is an agreement between the applicant:

Name: _____ **Surname:** _____ **Email address:** _____
As: Distributor Producer Director Other (please specify): _____

as **submitter** of the short film **TITLED**

Production Date: _____ **FILMFREEWAY-Tracking number:** _____

Link for download: _____

and "**ALBEDO APS**", cultural association, located in **Cesena, Italy**, address: Via Ravennate, 2124, 47522 Cesena (Fc), as responsible for the artistic direction and the organization of the "**MalatestaShort Film Festival**", as well as of other events and activities promoted by its members, by the festival organizers and their partners (hereinafter "the Association", "ALBEDO APS", "the Festival", "MalatestaShort", "members", "organizers", "partners").

The applicant **DECLARES** that

- he/she has read in full and accepts the attached **Rules and Regulations**, also published on the website www.malatestashort.com;
- he/she owns the intellectual property rights, or has licensed intellectual property rights, on the submitted film and on other complementary material about the film sent to the organizers;
- to the best of his/her knowledge, the submitted film does not contain material that defames or vilifies any person, people, races, religion or religious group and is not invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- he/she is the legal representative, both in civil and in criminal law, of the submitted film, and is liable for violations of the intellectual property rights of artistic content of others, present or mentioned, in full or partially, in the submitted film;
- he/she releases the **ALBEDO APS**, its members, the organizers and their partners from any and all civil or criminal dispute and to take on the subsequent legal costs, in case there should be disputes on any of the aforementioned points arise.
- that the film and the music used:
 - aren't registered/protected by SIAE, the Italian society that protects intellectual property.
 - are registered/protected by SIAE, the Italian society that protects intellectual property.

The applicant hereby AUTHORIZES (and on behalf of the director, the producer and the distributor, in case they are external bodies) the **ALBEDO APS, its members, the organizers and their partners:**

- to use the selected film free of charge and to screen it in full for an unlimited number of times as part of the Festival and other cultural events such as previews and closing events as part of the MalatestaShort Film Festival, also in another period; Associazione **ALBEDO APS** will take care to inform the authors whenever the film will be screened;
- to use the selected film free of charge and to screen it in full for an unlimited number of times as part of a potential online edition of the Festival, for which the audience registers equal to a screening at the movie theater;
- to publish texts and/or pictures sent to the association on the Festival catalogue or flyer, on the Festival website and on the Festival social media pages;
- to share and/or broadcast either on on-line streaming, or on TV the **full trailer only** of the selected film and to share **only partially** (max 30 seconds) the film on the Festival website and on the Festival social media pages, to use any frame or digital video, titles, names of the accredited parties, or other material for solely promotional and organizational purposes, including the possibility of a trailer video of the Festival;
- to save, for no extra charge, a copy of the selected film in the digital archive of the "MalatestaShort Film Festival", where the films will be stored in **off line** mode, classified and made available for the exclusive use of the Festival organizers as a backup copy.

The applicant is liable for any and all information provided through this form.

The **Associazione ALBEDO APS** will not own in any way the intellectual property rights of the film submitted by the applicant, so in no case will it be liable of any disputes about the aforementioned points.

Place and date

Signature (legible, in full)

DISCLAIMER - DATA PROTECTION DECLARATION

The policy is pursuant to art.13 of Legislation 2016/679 of the European Parliament. The information provided in this form will not be used or shared with anyone for commercial purposes. By signing the present document, you accept the treatment of your personal data in order to receive information from the organizers, about their events, the publication of contact information on the Festival website and on the printed material related to the Festival, the receipt of new submission calls, the selection of films to other film festivals or cultural events. The applicant always has the right, at any time, to obtain confirmation of the existence of data referring to his person and to know their content and origin, verify their accuracy or request their integration, updating or correction. You have the right to request cancellation, transformation into anonymous form or blocking of data processed in violation of the law, and to refuse, in any case and for legitimate reasons, their processing. The cultural association "Albedo APS", in the person of its legal representative pro-tempore, holds the processing of such data, which is made at the corporate headquarters for the purposes specified in this privacy policy. Without the consent to use your data, your application will not be processed.

Place and date

Signature (legible, in full)

Rules 2023

Rules and Regulations 2023

This document is an agreement between the applicant as submitter of the short film and "ALBEDO APS", cultural association, located in Cesena, Italy, as responsible for the artistic direction and the organization of the "MalatestaShort Film Festival", as well as of other events and activities promoted by its members, by the festival organizers and their partners (hereinafter "Association", "ALBEDO APS", "the Festival", "MalatestaShort", "members", "organizers", "partners").

1. The "MalatestaShort Film Festival" has the aim to promote cinematic art through the screening of high quality and entertaining cinema productions.
2. All genres and formats are eligible to participate in the festival and to receive an award in one or more categories. Only short films produced after 01/01/2020 can be eligible, with the following runtimes, according to the various categories:
 - Best Narrative film: € 350, maximum runtime 30' (fiction and narrative animations)
 - Best Documentary film: € 350, maximum runtime 30' (documentaries and cinema of the real, archive films, docu-fiction, cinema and territory, author documentaries)
 - Best Experimental and Art film: € 350, maximum runtime 30' (experimental films, found footage, experimental archive films, art films, performing arts)
This section is dedicated to experimental short works of any genre, including non-narrative animations, independent works, and works linked to contemporary art galleries.
 - Brazil Focus: € 300, maximum runtime 30' (any genre: fiction, documentary, animation, experimental, etc.)
Are considered works by Brazilian authors, or by authors from all over the world that address issues related to Brazil.
 - Best Short Performing Arts: € 150, maximum runtime 5' (videodance, videopoem, videoclip, music films, etc.)
 - Cinema Libre Award, by Albedo: € 100
Special award to the film, from any of the previous categories, that really represents "cinema libre", including works that address freedom/censorship, even in the form of militant cinema.
3. You can submit your short film for Festival consideration through FilmFreeway: <https://filmfreeway.com/festival/MalatestaShortFilmFestival>. The deadlines for film submission are indicated on the online platform.
4. If your film is selected to participate in the Festival, as well as of other events and activities promoted by its members, by the festival organizers and their partners, you will have to send the organizers your video, to the email address indicated, through file transfer services or external online links for download.
The Festival organizers will take care to create, if necessary, the DCP (Digital Cinema Package) file format from the videos they will receive. For this reason, the videos must have the highest possible quality in order to guarantee a correct conversion and a high-quality screening.
The sent videos must have:
 - a minimum resolution of 1920x1080 (Full HD), however a 2K resolution is preferred;
 - a codec video: Apple Pro Res 422; Apple ProRes 422HQ or Apple ProRes 444 / H264;
 - preferred container video: .mov / .mp4;
5. All the films shot in a language other than Italian must have English or Italian subtitles.
Whenever possible, it is preferable that the subtitles, if necessary to the understanding of the selected film, are not burned in to the video. It is anyway mandatory to send the organizers the separate file with English and, if applicable, Italian subtitles.
6. If your film is selected to participate in the festival, please send us at least two pictures of your film, or any printable material or posters that can be used for promoting the film and the Festival (images must be in high resolution, jpeg format).
7. The submitter must own the intellectual property rights, or have licensed property rights, on the submitted film and on other complementary material about the film sent to the organizers. The submitter also certifies that all the images, music and scores used in the film are wholly original or that he/she has obtained any and all consents, releases, licenses, and other authorizations or waivers of any kind necessary for their inclusion or reproduction in the film. By submitting a film for Festival consideration, the submitter allows the promotion of the film on his/her behalf, the organization of multiple screenings, both open to the public and private, without any copyright infringement. The submitter declare that the film and the music used aren't registered/protected to the SIAE, the Italian society that protects intellectual property.

Rules 2023

8. The submitter is the legal representative, both in civil and in criminal law, of the submitted film, and is liable for violations of the intellectual property rights of artistic content of others, present or mentioned, in full or partially, in the submitted film.
9. The submitter must not present films which contain material that defames or vilifies any person, people, races, religion or religious group and is not invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
10. In order to submit a film for Festival consideration, you have to pay a submission fee, as indicated in the terms and conditions outlined on FilmFreeway: <https://filmfreeway.com/festival/MalatestaShortFilmFestival>. Please note that your fee is not refundable in any case. The submission fee will be considered a generic/voluntary donation and will be payed, net of deductions and transaction fees, to the association's PayPal account. The gathered sum will be used to constitute the prize and to support organizational expenses.
11. Deadlines for submission, Festival programs and dates might vary. All the communications to directors, distributors and other institutions will be sent via email.
12. All decisions made by the Artistic Direction, the Selection Committee and the judging Juries are at their sole and absolute discretion, and are final and unreviewable, especially as far as the selection decisions, the category in which the selected film will compete and the prize awards are concerned.
13. The Festival organizers cannot guarantee that all the submitted films will be selected for the Festival. Depending on the number of submissions, the organizers might be able to contact only the applicants whose film has been selected to participate in the Festival.
14. All the information provided, the guidelines for consideration and submission of the films, the submission terms and conditions might be subject to change on the part of the organizers without any previous notice.
15. In case your film is selected to participate in the Festival, you will have to:
 - fill in, sign and send back to the organizers, either in hardcopy or digitally, the form you will receive.
 - send the organizers the link to download the film you are submitting in high quality.
16. All the personal data present in the submission form and on the online submitting platform will be used pursuant to Article 13 of the EU Regulation 2016/679. The data provided will not be used or shared with anyone for commercial purposes. The data provided will only be used for the Festival's and Association's organizational purposes. These include the sending of information from the organizers about their events, the publication of contact information on the Festival website and on the printed material related to the Festival, the sending of new submissions calls, the selection of films to other film festivals or cultural events, etc.
17. By submitting a film for consideration to the Festival, the applicant allows the free use of the film, in case this is selected to participate in the Festival, and its screening in full during the Festival, and other cultural events promoted by the Association inherent and pertaining to MalatestaShort Film Festival, together with the publication of the sent texts and the pictures related to the film on the festival catalogue, its website and social media pages. The selection of a film to the Festival also entails the sharing and/or streaming of the full trailer and of part of the selected film itself on the Festival website and its social media pages, as well as the sharing and/or streaming of any frame or digital video, titles, names of the accredited parties or other material for solely promotional and organizational purposes, including the possibility of a trailer video of the Festival.
18. The selected films will be saved in the digital archive of the "MalatestaShort Film Festival", where the films will be stored in off-line mode, classified and made available for the exclusive use of the organizers.
19. The selected short films might be stored in one or more copies on DVD or similar digital storage devices, also after the end of the Festival, as exclusive property of the Association with the sole purpose of consultation for educational purposes inherent and pertaining to MalatestaShort Film Festival.
20. Should any and all of the points of the present document lose their legal validity under one or more jurisdictions, this will not affect the validity of the same point under other jurisdictions, nor the validity of the other points of the present document under that very jurisdiction.

The applicant releases the Association, its members, the organizers and their partners from any and all civil or criminal dispute and to take on the subsequent legal costs, in case there should be disputes on the aforementioned points arise.

Any dispute will be under the jurisdiction of the court in Forlì, Italy.

21. Submission of a film for consideration constitutes agreement to all rules, regulations and conditions contained in this document.