

# COMPETITION RULES

## "NIKON FILM FESTIVAL – 13<sup>th</sup> edition"

### From 25/10/2022 to 30/04/2023 inclusive

#### ARTICLE 1: ORGANISER, DATES AND THEME OF THE COMPETITION

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Nikon France, a branch of Nikon Europe BV, with a capital of 3,792,717 euros, whose registered office is located at 191 rue du Marché Rollay - 94504 Champigny Sur Marne (hereinafter the "Organiser"), registered with the Créteil Trade and Companies Register under number 337554968, is organising, from 25/10/2022 to 30/04/2023, **a competition, free of charge and without obligation to purchase**, for HD video creation entitled "NIKON FILM FESTIVAL" via the website [www.festivalnikon.fr](http://www.festivalnikon.fr) (hereinafter the "Site") and relayed on the main community platforms (hereinafter the "Competition").

The theme of this competition is "**THE NUMBER 13 ...** in 2 minutes and 20 seconds".

#### ARTICLE 2: PURPOSE AND REGISTRATION

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2.1 Participation in the Competition implies the express and unreserved acceptance of these rules, in all its provisions, the rules of ethics in force on the Internet (netiquette, charter of good conduct, etc.) as well as the laws and regulations applicable in France. Any dispute concerning its interpretation will be decided sovereignly and without appeal by the Organiser.

2.2 **This competition is open to natural persons in metropolitan France or any other country.** Excluded are all persons who participated in the design of the competition, as well as their families. These include NIKON staff and all others directly related to the organisation of this competition.

All entrants who are minors must have requested and obtained parental permission prior to entering the Competition. This parental authorisation may be required by the Organiser before the award is given for the prize. The Organiser reserves the right to terminate any account held by a minor who fails to provide parental consent within the required time.

2.3 The participant must register on the Site. **Registration will take place continuously from 25/10/2022 to 25/01/2023 at 12:00.** The time of receipt of the registration of their entry on the computer server dedicated to the Competition and hosted by the provider chosen by the Organiser, must be before the closing deadline. No other means of participation (in particular by mail) will be taken into account.

2.4 The Participants are informed and agree that the information entered in the registration form is proof of their identity. The information entered by the participants commits them as soon as it is validated. The Organiser reserves the right to verify the accuracy of the data provided by the participants.

The Participants undertake to complete in good faith the registration form made available to them and to transmit to the Organiser accurate and not false information. The Participants must complete all the input fields, except those mentioned as not being mandatory.

The Entries will be cancelled if they are incorrect, incomplete, counterfeit or made in violation of these rules.

#### ARTICLE 3: PARTICIPATION IN THE COMPETITION

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3.1 **Each participant (principal director) is identified by surname, first name and address. The use of a pseudonym for public broadcasting is allowed; it is to be indicated at the time of registration.**

**Each director will be able to upload as many videos as they wish, respecting the theme "THE NUMBER 13". To ensure a renewal of the proposed works, the date of first broadcasting of the video, regardless of the platform, must not be before 1 January 2022.**

**The duration of this video must be between 120 and 140 seconds inclusive. The video player used to broadcast the films can be rounded up to the next second, so an additional one second tolerance will be applied.**

**The video must be in High Definition format, with a minimum resolution of 1080p (1920x1080).**

The Organiser also recommends the frame rate of 24 fps for the projecting of these films and the following codecs:

- Pro Res HD HQ 422 or 4444 or XQ files in .mov
- DNX HR files in .mxf

- **TIFF or DPX image suite**

**A French version or a French subtitled version of the work must be offered in order to be eligible for the following awards: Grand Jury Award, Critics' Choice Award, Production Award, Screenplay Award, Photography Award, Female Interpretation Award, Male Interpretation Award, Soundtrack Award, School Award, and Audience Award.**

**An English version or English subtitled version of the work must be offered to be eligible for the International Award.**

Any video that does not meet its conditions will be excluded from the Competition.

The same video can be co-produced by up to two participants. In this case, one of them will designate themselves at the time of registration as "principal director". If the video is awarded the award, the participant declared as "principal director" will be the sole recipient of the prizes, and will be responsible for their distribution among their team, with the exception of the performance prizes awarded directly to the actors. The Organiser cannot be held responsible for the distribution among the members of the team.

**The Participant guarantees that the proposed video is original and that they are the rights holder of the intellectual property rights attached to this video. As such, the Participant will be responsible for the authorisations of any third parties who have directly or indirectly participated in its production and/or who believe they have any right to assert with regard to it, in particular their right to the image, and will assume the responsibility for any payments resulting therefrom.**

**Regarding the soundtrack, the Participant guaranteed to be the rightful owner of the music used in the film or to have acquired the authorisation to use it from the author or its rights holder (find out more on the SACEM website). A certificate may be requested by the Organiser if it deems it necessary.**

In general, the Participant guarantees the organiser of this Competition against any recourse, action or claim that may be brought, in any capacity whatsoever, by any third party, in connection with the exercise of the rights assigned herein and more generally under all the guarantees and commitments made under this agreement. Nikon France reserves the right to carry out any verification for the application of this article.

**Solely by virtue of their participation, the participants expressly authorise, free of charge, the Organiser to broadcast the videos selected for the promotion of the Nikon Film Festival on all known or unknown distribution media to date, in any public event in Europe for a period of 36 months from the date of announcement of the winners. The winner heretofore authorises the Organiser to remaster any video it deems useful for the promotion of the Competition.**

The Organiser reserves the right to refuse any request to withdraw a film within 12 months from the date of publication of the content and to keep a copy for its archives.

- 3.2 The participant will refrain from implementing or seeking to implement any participation process that does not strictly comply with the principles of the Competition and these rules.
- 3.3 The Organiser reserves the right to disqualify any participant who alters the operation of the Competition or the Site or who violates the official rules of the Competition. The Organiser reserves the right to prosecute anyone who attempts to defraud or interfere with the proper conduct of this Competition.
- 3.4 The Organiser reserves the right to carry out any verification for compliance with this article and with all the rules, in particular to exclude any participant who has committed any abuse or attempted fraud, without, however, being obliged to carry out a systematic verification of all the registration forms received, but possibly limiting this verification to the forms of potential winners.
- 3.5 The Organiser reserves the right to extend, shorten, modify or cancel this Competition due to events beyond its control. Thus, if for any reason whatsoever, this Competition should not take place as planned as a result, for example, of a computer virus, a bug, an intervention, or an external and unauthorised intrusion on the computer system, a fraud including the use of a bot allowing the number of entries in the Competition to be multiplied, or a technical failure or any other reason beyond the control of the Organiser and corrupting or affecting the management, security, fairness, or the proper conduct of the Competition, the Organiser reserves the discretionary right to cancel, modify or suspend the Competition or to terminate it without delay, without the participants being able to hold it liable for this fact.
- 3.6 The Organiser may decide to cancel the Competition or a participation if it appears that obvious fraud has occurred in any form whatsoever, in particular electronically in the context of the participation in the Competition or the determination of the winners.
- 3.7 **By registering for the Competition, the Participant undertakes to ensure that all the content posted on the Site complies with all the laws in force. In particular, the organiser prohibits, without this being limiting, any type of content:**
  - Having a pornographic, paedophile, xenophobic or racist character;
  - Having a propaganda character in order to adhere to a political or religious thought;

- Inciting crime, violence, hatred or discrimination against any person or group of persons on the basis of sex, religion, nationality, disability, sexual orientation, age or political opinion;
- Relaying false or misleading information with the aim of causing harm;
- Infringing the intellectual property rights of a protected work;
- Infringing on the reputation, privacy and image of third parties;
- Containing content related to a clearly commercial or promotional interest;
- Containing conspicuously displayed indications of registered trademarks;
- Inciting the commitment of a crime, offence or act of terrorism;
- Undermining the security or integrity of a State or territory;
- Promoting, denying or trivialising a crime against humanity;
- Glorifying or promoting violent terrorist/extremist groups or individuals;

This list is not exhaustive.

**The Organiser reserves the right, without having to justify this, not to publish or remove from the Site, without delay or prior notification, any content (videos and/or messages) which it considers to fall within the categories listed above, content which is not in line with the Competition theme or which is subject to controversy with the theme in competition, as well as any content which may damage its image, its activities, its values, its reputation or its renown.**

3.8 Some content may not be suitable for all audiences. In order to provide a complementary level of protection, the **Organisation reserves the right to establish a filter to prevent vulnerable audiences from accessing age-restricted content.** This concerns in particular the following subjects:

- Scenes of nudity and/or sexual behaviours and references;
- Inappropriate acts or remarks and/or statements that may be considered offensive to young audiences (including but not limited to obscene or violent scenes);
- Dangerous scenes or risky activities likely to be imitated by minors;

This list is not exhaustive.

#### **ARTICLE 4: PROBATIVE FORCE**

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It is agreed that the data contained in the Organiser's information systems have probative force with regard to the connection elements and information resulting from computer processing relating to the competition organised by the Organiser.

#### **ARTICLE 5: PRIZES AND NOMINATION OF WINNERS**

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Ten (10) prizes will be awarded: Grand Jury Award, International Award, Media Award, Production Award, Screenplay Award, Photography Award, Female Interpretation Award, Male Interpretation Award, Soundtrack Award, School Award, and Audience Award. A participant cannot win more than two Awards.

**By participating, participants authorise the Organiser to broadcast their videos as part of the promotion of this Festival. The winners of the prizes will be announced at the award-giving evening organised during the first half of 2023 at the Le Grand Rex cinema in Paris. The exact date will be announced as soon as possible on the website.**

##### **5.1 THE PRE-SELECTION OF THE 50 FINALISTS**

**A pre-selection of 50 films will be broadcast publicly during several screenings dedicated to the Nikon Film Festival over the period February-October 2023. This selection will be made by a committee composed of several staff members of the Organiser and professionals in the audiovisual sector. This list will be made public at the time of the pre-selection announcement on the website.**

This collection of 50 films will be shown during several public screenings, organised in particular in CGR cinemas at the national level and at the Le Grand Rex cinema located in Paris. Other screenings are likely to be organised as part of collaborations with partner events.

**The finalist participants authorise, free of charge, the broadcasting of all or part of their video by the partners of the event for a period of 12 months from the date of announcement of the winners.**

##### **5.2 GRAND JURY AWARD**

The main jury is chaired by **Alexandre ASTIER**, French director, actor, author, composer, screenwriter and producer. The complete composition of this jury is to be found on the Site.

The pre-selection of fifty (50) videos will be presented to the jury, as a preamble to the deliberations, selected by the pre-selection

committee according to artistic and technical criteria, the selection of the Organiser being sovereign and without appeal.

The jury's decisions will be based mainly on the following criteria:

- The relevance of the video to the Competition theme
- The quality and originality of the screenplay
- Technical, photographic and staging quality
- Personal appreciation

**The winner will win:**

- A Nikon kit consisting of a NIKON Z 6II case and a NIKKOR Z 24-70mm F/4 S optics with a total value of €2,979 (Recommended retail price).
- An ATOMOS Ninja V+ recorder with a value of €820.49 (Recommended retail price).
- A residence grant of €3,000 offered by the CNC to allow the development of the winner's next project, to be used before 30/04/2024.
- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 30/04/2024.
- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- A professional pass for the Festival des Arcs 2023 (unlimited and priority access to the public sessions of the festival, access to conferences and networking cocktails of the Village des Coproductions, access to the opening evening of the Festival) with accommodation for 3 days (dates to be confirmed) - a room in an apartment of the Festival, 3 breakfasts, 1 day ski pass, and an invitation to the opening dinner.
- The broadcast in advance of the screenings of the short film competition during the Festival des Arcs 2023.
- The technical work of audio post-production to be used on the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 30/04/2025.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

### 5.3 INTERNATIONAL AWARD

The International Award will be nominated from amongst all of the entries validated by the Organiser, put forward in an English version or subtitled in English, by a jury composed of members of the staff of NIKON EUROPE BV and ATOMOS. The composition of this jury will be communicated when the 2023 winner is announced. The decisions of the jury will be based mainly on the above-mentioned criteria. Films without dialogues will automatically be designated as eligible.

**The winner will win:**

- A Nikon kit consisting of a NIKON Z 6II case and a NIKKOR Z 24-70mm F/4 S optics with a total value of €2,979 (Recommended retail price).
- An ATOMOS Ninja V+ recorder with a value of €820.49 (Recommended retail price).
- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Short Film Corner Market Catalogue of Cannes 2023.

### 5.4 CRITICS' CHOICE AWARD

The Critics' Choice Award will be nominated by a jury composed of journalists and film critics, selected by the organiser, from the shortlist of finalists. The composition of this jury will be communicated when the 2023 winner is announced. The decisions of the jury will be based mainly on the above-mentioned criteria.

**The winner will win:**

- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

### 5.5 PRODUCTION AWARD

The Production Award will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the criteria mentioned above, with priority given to the production.

**The winner will win:**

- A residence grant of €3,000 offered by the CNC to allow the development of the winner's next project, to be used before

30/04/2024.

- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 30/04/2024.
- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The technical work of audio post-production to be used on the winner's next film (excluding sound engineer) offered by Titrofilm, to be used before 30/04/2025.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

## 5.6 BEST SCREENPLAY AWARD

The Best Screenplay Award will be selected by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the criteria mentioned above, with priority given to the quality of the screenplay.

### **The winner will win:**

- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 30/04/2024.
- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

## 5.7 FEMALE INTERPRETATION AWARD

The Female Interpretation Award will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the interpretation of the actresses in competition.

### **The winner will win:**

- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

## 5.8 MALE INTERPRETATION AWARD

The Male Interpretation Award will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the interpretation of the actors in competition.

### **The winner will win:**

- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

## 5.9 PHOTOGRAPHY AWARD

The Photography Award will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the criteria mentioned above, with priority given to photography.

### **The winner will win:**

- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 30/04/2024.
- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

#### 5.10 BEST SOUNDTRACK AWARD

The Best Soundtrack Award will be selected by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the overall sound quality of the work or the original music.

##### **The winner will win:**

- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 30/04/2024.
- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The technical work of audio post-production to be used on the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 30/04/2025.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

#### 5.11 BEST EDITING AWARD

The Best Editing Award will be selected by the main jury from the shortlist of finalists. The decisions of the jury will be mainly based on the quality of the editing of the work.

##### **The winner will win:**

- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

#### 5.12 SCHOOL AWARD

The School Award will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the above-mentioned criteria. **The participant's status of student, or young graduate having graduated less than one (1) year before the participation closing date of 25/01/2023, will also be taken into account.**

**Only students, or young graduates having graduated in the last year, emanating from the list of schools set by the organiser, will be eligible for this award. If so requested, Nikon reserves the right to add a school to the list of schools participating in the School Award until 25/01/2023 at 12:00.**

##### **The winner will win:**

- A residence grant of €3,000 offered by the CNC to allow the development of the winner's next project, to be used before 30/04/2024.
- The broadcasting of all or part of the winning film in CGR cinemas and the Grand Rex as part of screenings dedicated to films in competition or the promotion of the Nikon Film Festival.
- The inclusion of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (x3) awarded to directors and producers in priority for the Cannes Film Festival only during the period of the Short Film Corner 2023.
- Invitations (x3) for the Directors' Cocktail and a screening of their choice attributed to the directors as well as privileged access to the professional events offered by the Directors' Fortnight.

#### 5.13 AUDIENCE AWARD

**All films in competition are eligible for the Audience Award. The latter will be given to the participant whose film has obtained the highest score according to the following calculation formula:**

$$\text{Score} = ((1 \times N1) + (1.25 \times N2) + (1.5 \times N3) + (2 \times N4) + (2.5 \times N5))$$

- N1 = number of votes cast by a voter who supports one (1) film in competition**  
**N2 = number of votes cast by a voter who supports between two (2) and five (5) films in competition**  
**N3 = number of votes cast by a voter who supports between six (6) and ten (10) films in competition**  
**N4 = number of votes cast by a voter who supports between eleven (11) and twenty (20) films in competition**  
**N5 = number of votes cast by a voter who supports more than twenty-one (21) films in competition**

The minimum number of supporters to be eligible for the Audience Award is set at 50% of the average number of supporters of all films. In the event of a tie between several participants, the winner will be chosen by the jury.

**The winner will win:**

- A Nikon video kit consisting of a NIKON Z30 case, the NIKKOR Z DX 16-50 mm VR lens, a SmallRig tripod handle with remote control included and a SmallRig bezel, with a total value of €999 (including VAT).
- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 30/04/2024.
- The inclusion of the winning film in the Short Film Corner Market Catalogue of Cannes 2023.

## 5.14 "SENS CRITIQUE" AWARD

The Critics' Choice Award will be nominated by a jury composed of members of the Critics community from a pre-selection of fifty (50) films independent of the official selection of the fifty (50) finalists. The decisions of this selection committee will be based primarily on the criteria mentioned above.

- 5.15 Jury decisions will be made by majority vote. In case of a tie the President's vote will count double. Participants are informed that the jury is not obliged to nominate a winner if the quality of the videos proposed by the participants in the Competition is not considered sufficient.
- 5.16 In the case a tie for the same award, allocations that cannot be divided or duplicated will be awarded by drawing lots.
- 5.17 Winners will not receive any remuneration for their participation in this Competition.

## ARTICLE 6: PUBLIC VOTING

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### 6.1 CONDITIONS FOR PARTICIPATION IN THE VOTE

Voting will take place exclusively on the Site. Voting is open to any natural person with the exception of the natural persons in charge of the organisation of the Competition.

**Each voter can vote via the "Vote for this film" button only once for each film in competition throughout the duration of the festival.**

### 6.2 VOTING ON THE INTERNET

In order to register their vote, each Internet user must acknowledge having read and accept the rules.

The Organiser reserves the right to carry out any verification for compliance with this article in particular to exclude any participant who has committed any abuse or attempted fraud, without, however, being obliged to carry out a systematic verification of all votes.

Thus, if for any reason whatsoever, the voting should not take place as planned as a result, for example, of a computer virus, a bug, an intervention, or an external and unauthorised intrusion on the computer system, a fraud including the use of a bot allowing to multiply the number of votes, or a technical failure or any other reason beyond the control of the Organiser and corrupting or affecting the management, security, fairness, the proper conduct of the Competition, the Organiser reserves the right to nullify votes, cancel, modify or suspend the Competition or to terminate it without delay, without the participants being able to hold it liable for this fact.

### 6.3 DATES OF THE VOTE

**The voting will take place from 1 February 2023 at 10:00 am to 10 April 2023 at 11:29 pm** (Paris time). Only votes recorded during this period will be taken into account in the final ranking.

## ARTICLE 7: DELIVERY OF LOTS

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The announcement of the winners of the awards and the presentation of the awards will be made during the Awards Ceremony. The winners will be formally informed directly by email in accordance with the information and contact details provided by the participants when they register on the Site.

The prizes will be hand-delivered by the Organiser to the winners during the Awards Ceremony to be held in Paris in the first half of 2023. In the event that the winners are unavailable on the date of the Festival Awards Ceremony, the Organiser will send the prizes by post to the winners.

The prizes will be allocated by name in accordance with the information (surname, first name and address) communicated by the Participant, or the "principal director" in the case of co-direction, when they register for the Competition. In the case of interpretation awards (female and male), the prize will be awarded to the person concerned by the interpretation mentioned, and not the Participant. The Organiser will carry out an identity check before the prize is handed over.

If the information or contact details provided by participants do not make it possible to inform them of their prize, they will lose the status of winner, and will not be able to make any claim.

In the event that the winner is unable to receive, in whole or in part, their prize, for any reason whatsoever, they will lose the benefit of this, without the possibility of obtaining any compensation. A new selection will then be made by the jury from amongst the other participants.

The prizes offered are personal and non-transferable. Prizes may not, at the request of a winner, be refunded in cash or for consideration of any kind, nor may they be replaced by a prize of an equivalent nature. The Organiser may, if circumstances beyond its control, constituting force majeure events so require, replace each prize by a prize of an equivalent nature and value.

## **ARTICLE 8: DISPUTES**

Participating in this Competition, and ticking the acceptance box of these rules at the time of registration, will be deemed as the unqualified acceptance of said rules.

No claim of any kind may be made concerning all or part of the competition beyond a period of 2 months, running from the end of the competition.

These rules are governed by French law. Any difficulties in interpreting these rules, and any contentious cases, will be decided as a last resort by the court where the Organiser's registered office is located.

## **ARTICLE 9: DATA PROCESSING AND FREEDOM, PERSONAL DATA**

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### **9.1 What data is processed and why?**

#### **a. Registration data necessary for the execution of the Competition.**

To participate in the Nikon Film Festival, you must provide certain personal information about yourself (hereinafter the "Data"):

- Surname, First name
- Valid email address of parents or guardians, or your email address if you are an adult participant.
- Password,
- Address (street number, postal code, town, country)
- Date of birth,
- Sex

This Data is referred to as the "Registration Data". This Registration Data is necessary for the execution of the Nikon Film Festival contract in which you wish to participate. Your date of birth is required so that we can, in accordance with Article 8 of the General Data Protection Regulation (GDPR), ensure that we obtain the consent of the holder of parental responsibility for a minor.

**If a child is under 16 years of age, the consent of the holder of parental responsibility is mandatory in the form of written authorisation. If you fail to provide this data, or to comply with these terms and conditions in the event of a request from the Organiser, you will not be able to participate.**

#### **b. Publication of the participation.**

Solely by virtue of participation in the Nikon Film Festival, participants expressly authorise Nikon to publish their participation on the Site for 12 months. This processing of personal data is legitimate in order to inform the other participants and to demonstrate the proper execution of the competition. Nikon respects everyone's privacy and acknowledges that processing personal data in a legal and appropriate manner is an important social responsibility. We invite you to consult our [information sheet on the processing of your personal data](#).

### **9.2 Who is the data controller?**

We are Nikon Europe BV, Burgerweeshuispad 101, 1076 ER Amsterdam, The Netherlands. We are a member company of the Nikon



Group. We are responsible for the collection and use of personal data about you that is listed in this note. The references to "Nikon", "we" and "our" in this notice, collectively refer to Nikon Europe BV.

### **9.3 Who are the recipients of the Data?**

The recipients of your Data are the authorised staff of Nikon, the agency in charge of the website and hosting service. Your postal details may be transmitted confidentially to the technical service provider subcontracted by Nikon, in particular to allow the delivery of the prizes. The contact details of the winners are sent to the Competition Partner responsible for the delivery of the awards. The Participation Data will only be transmitted to the partners of the festival as part of the execution of the Nikon Film Festival contract.

### **9.4 What are your rights?**

Nikon respects everyone's privacy and acknowledges that processing personal data in a legal and appropriate manner is an important social responsibility. We invite you to consult Article 7 "Your rights" of our information [notice on the processing of your personal data](#).

### **9.5 How can you exercise your Rights?**

We invite you to consult Article 9 "Contact details for requests relating to personal data" of our information [notice on the processing of your personal data](#).

Please note that we may ask you for additional information in order to confirm your identity. As such, in order for your request for access to be taken into account, you must send the details necessary for your identification, namely, a written declaration on your honour by which you certify that you are the holder of said personal data, as well as a photocopy of your identity document.

You also have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), in its capacity as supervisory authority.

### **9.6 Data retention period.**

The Personal Data collected and processed by Nikon Europe BV in connection with the Nikon Film Festival will not be kept beyond the period strictly necessary for the purposes pursued as set out in these rules. Nevertheless, the Participation Data may be kept before deletion, in intermediate archives, during the period of legal prescription in order to keep the proof of your participation, the sending of the prizes or your consents for the defence of Nikon's rights.

We invite you to consult the annex "OVERVIEW OF PROCESSING ACTIVITIES" of our information [notice on the processing of your personal data](#) regarding the processing operations of the Nikon Film Festival.

### **9.7 International Transfers of Personal Data**

Due to the international nature of our company, your personal data may be transferred to Nikon Group companies and trusted third parties in countries outside of the European Economic Area whose laws may not offer the same level of protection to your personal data.

If necessary, Nikon will ensure that appropriate safeguards are provided to ensure compliance with the requirements applicable to international transfers of personal data, in accordance with the law. Thus, in the case of data transfers outside of the European Economic Area, Nikon will use mechanisms approved by the Commission, such as the Privacy Shield certification or the standard contractual clauses resulting from the Decision "Controller (in the EU) to Controller (outside the EU/EEA)" 2004/915/EC (see Article 46 of the GDPR).

We invite you to consult Article 6 "International transfers of personal data" of our [information notice on the processing of your personal data](#).

## **ARTICLE 10: LIABILITY**

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The liability of the Organiser is strictly limited to the delivery of the prizes actually and validly awarded.

The Organiser cannot be held liable for any malfunctions related to the Internet itself or related to any intrusion, attempted intrusion or fraud that has led to failures in the administration, security, fairness, integrity or management of the challenge. In particular, the Organiser cannot be held liable for any errors, omissions, interruptions, erasure, loss of any email and more generally, for the loss of any data as a result.

The Organiser cannot be held liable for the congestion of the Internet network, the quality of the equipment of the Internet users, nor

the quality of their mode of access which could have repercussions on the delay of delivery of the answers or on the connection time necessary for participation. Thus, the Organiser cannot be held liable if the electronic registration forms are not registered, are incomplete, or impossible to verify.

## **ARTICLE 11: PARTICIPATION FEES**

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### **The Competition is free and without any purchase obligation.**

In the current state of service offerings and technology, most Internet service providers offer a flat rate connection to Internet users. Insofar as the subscription to the services of the access provider is contracted by the Internet users for their use of the Internet in general, it is expressly agreed that access to the Site may not give rise to any reimbursement, since the fact that the participant connects to the Site and participates in the Competition does not give rise to any additional costs or expenses.

The connection fee will be refunded in the event of a chargeable connection invoiced in proportion to the duration of the call. In the event of a connection subject to a fixed payment for a fixed period and, beyond this period, invoiced in proportion to the duration of the communication, the costs of connection to the site will be reimbursed to the participant once it is established that the participant has exceeded the fixed amount available to them, and that this fixed amount has been exceeded because of the connection to the site.

To obtain reimbursement of their connection costs, as well as the costs of postage of their request for reimbursement, participants must send to the Organiser, within one month of the disbursement of these costs, the postmark being proof of authenticity, a written request, established on plain paper, containing the following details:

- Surname, first name and private postal address,
- Date, time and length of the connections to the site,
- A copy of the detailed invoice from the participant's telephone operator and/or access provider, specifying the date and time of connections to the site.

The postage costs of the claim for the reimbursement of connection costs will be refunded, on request, according to the applicable postage rates.

The cost of connecting to the site for participation in the Competition will be reimbursed within two months of receipt of the participant's request.

The costs of transportation, meals and accommodation incurred by a participant will be borne by the participant.

The Organiser will not be liable for any reimbursement if the participation has not been in compliance with these rules or if the request has not been made in the forms and within the time limits indicated above.

## **ARTICLE 12: PUBLISHING THESE RULES ONLINE**

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The rules are filed at SELARL ACTA - PIERSON ET ASSOCIES, holder of an office of judicial officer, domiciled at 15 rue de Sarre BP 15126 57074 METZ Cedex 3. The rules can be sent free of charge (postage costs will be refunded on request) to all persons who send a request to the organiser.

The organiser reserves the right to extend, curtail, change or cancel the operation at any time in the event of force majeure, without any claims for compensation from the participants. Any rules modified by amendment(s), will be filed, if necessary with SELARL ACTA - PIERSON ET ASSOCIES, holder of an office of judicial officer, domiciled at 15 rue de Sarre BP 15126 57074 METZ Cedex 3.