









# **TERMS AND CONDITIONS** OF THE INTERNATIONAL COMPETITION **FASHION FILM FESTIVAL 2024**

# §1 ORGANISER OF THE COMPETITION

- 1. The International Competition FASHION FILM FESTIVAL 2024 is organised by:
  - The Strzemiński Academy of Fine Arts in Łódź, address: ul. Wojska Polskiego 121, 91-726 Łódź,
  - Stowarzyszenie Pola Designu [Design Fields Association], address: ul. Wojska Polskiego 121, 91-726 Łódź,
- 2. The International Competition FASHION FILM FESTIVAL 2024 is organised on the territory of the Republic of Poland as one of the events of the Łódź fashion days held under the name Łódź Young Fashion.
- 3. The final of the Competition will take place on 22 November 2024.

#### **§2** OBJECTIVE OF THE COMPETITION

- 1. The Competition is addressed to young people with a passion for fashion and film, in particular students and graduates of fashion, jewellery and textile design studies, as well as film and multimedia studies, who will present a collection of clothes, jewellery or textiles in the form of a fashion video, also referred to as 'Fashion Film'. The Competition is intended to facilitate the start-up of fashion and film careers and promote talented individuals.
- 2. The Competition comprises of two stages and aims to shortlist the best 15 films, from which the Jury will choose the Competition winner.

## **§3** PARTICIPANTS OF THE COMPETITION

- 1. The International Competition FASHION FILM FESTIVAL 2024 is open to individuals who:
  - are over the age of 18,

- were born no earlier than 1989,
- have full capacity for legal acts,
- have the right to use a collection of clothes, jewellery or textiles for the film submitted for the competition,
- hold exclusive rights to the film submitted for the competition and are at least co-authors of the film,
- have made a valid submission of the film for the Competition.
- **2.** Films submitted for previous Fashion Film Festival competitions are not eligible for the FASHION FILM FESTIVAL 2024 Competition.
- **3.** A person submitting a film for the Competition who is a citizen of a foreign country is obliged to obtain and submit to the Organisers a "tax residency" document. Failure to do so will result in the awarded prize being subject to personal income tax under Polish tax law.

# **§4** CONDITIONS OF PARTICIPATION

- 1. Participation in the Competition is free of charge.
- 2. Participation in the Competition is at the Participant's own risk.
- **3.** The Competition may accept only films created between 2020 and 2024, featuring collections of clothing, jewellery or textiles designed between 2020 and 2024.
- **4.** A Participant may submit only one film for the Competition. The same film may be submitted to the competition by only one co-author. In the case of multiple submissions of the same film (by different co-authors), the priority of the submission will determine participation in the competition.
- **5.** If the author of the film is not the author of the featured collection, they must include in the closing credits full names of the author of the collection and of all individuals involved in making the film.
- 6. The film must not be longer than 7 minutes.
- 7. All materials submitted for the Competition must be in English.
- **8.** Correspondence pertaining to the Competition may be in Polish or English (according to the participant's choice),
- **9.** To participate in the Competition, a Participant must make an entry, i.e., submit via the registration panel, which is linked at www.lodzyoungfashion.com, a correctly completed entry registration form and a scanned copy of the signed copyright agreement, which is included in the Appendix to these Terms and Conditions.
- **10.** The submitted entry registration form must be complete and include all information and statements required by the Organiser.

## §5 COURSE OF THE COMPETITION

The Competition consists of two stages:

#### I - STAGE I

**1.** Stage I involves submitting films for the International Competition FASHION FILM FESTIVAL 2024, and the Competition Jury shortlisting the best 15 films to be included in Stage II of the Competition.

- **2.** Films for the Competition must be submitted via the registration application available at www.lodzyoungfashion.com, by completing the entry registration form and attaching the following:
  - a) the film submitted for the Competition in the form of a public Vimeo link (max FULL HD) di-rectly to the film,
  - b) a minimum of three and a maximum of five photographs/graphics promoting the film (longer side dimensions: min. 1920 px, resolution min. 150 dpi) to be used by the Organiser for promotional purposes,
  - c) a description of the Competition film containing the following data: the main idea and a short promotional description of the film, the inspiration behind the presented collection, information about the author of the collection and the collection, (up to 2000 characters),
  - d) a portrait photo of the person submitting the film for the Competition. Format: horizontal, max. width 2000 px; JPG with a maximum size of 3 MB,
  - e) a short bio note of the person submitting the film to the Competition (up to 500 characters, excl. spaces).
- **3.** The deadline for submitting films for Stage I of the International Competition FASHION FILM FESTIVAL 2024 is 13 October 2024 at 23.59 (CET).
- **4.** The Organiser will review the submitted entries for correctness/validity by 20 October 2024 and will notify the individuals who submitted them, to their submission e-mail addresses, whether they were qualified for the Competition or not.
- 5. The Competition Jury will review all qualified films and evaluate each of them with an Individual Score (the sum of the scores awarded by each juror). The 15 best-scored films will be shortlisted for the Competition Final. The list of Finalists shortlisted for Stage II of the Competition will be published in an alphabetical order by 31 October 2024 on www.lodzyoungfashion.com. If two films in the 15th place get the same score, the Chair of the Jury will have the casting vote regarding qualification for Stage II of the Competition.
- **6.** The Competition Jury has the right to change its decision regarding the number of films shortlisted for Stage II of the Competition.
- 7. The Jury's main criteria for scoring the films are the following: creativity of the film author, quality and originality of presentation of the collection of clothes, jewellery or textiles shown in the competition film.
- **8.** Participants shortlisted for Stage II of the Competition must also sign a license agreement with the Organiser before the Competition Final. The draft agreement is included in the Appendix to these Terms and Conditions (Agreement).

## II - STAGE I. Final

- **1**. By 3 November 2024, the Competition Finalists must confirm their participation in the Competition final by sending their confirmation to fff@lodzyoungfashion.com.
- 2. In the case of a Finalist withdrawing from the Competition or failing to confirm their participation in the manner described in item 1 above, the highest-scored film of those that were not shortlisted will be qualified for the final. The Organisers will immediately notify the person who submitted that film by sending an e-mail to the address from which the film was submitted for the Competition. The Finalist shortlisted in this way for Stage II of the Competition is obliged to confirm their participation in the Competition Final by sending a confirmation to the e-mail address fff@lodzyoungfashion.com within 24 hours of receiving the qualification e-mail.

- 3. The Finalist whose film has been shortlisted for Stage II of the International Competition FASHION FILM FESTIVAL 2024 is obliged to provide to the Organiser the entire film in the DCP format and a film trailer up to 15 seconds long for promotional purposes for use in social media and in the manner specified by the Organiser, until 10 November 2024.
- **4.** Holding a show of the films shortlisted for Stage II (the Final Show) lies upon the Organisers.
- **5.** On 22 November 2024, during the Final Show, the Jury will select the best film of those shortlisted for Stage II, and in this way select the Competition winner.
- **6.** The proceedings and voting of the Jury Competition are secret. If there is an equal number of votes, the Chair of the Jury has the casting vote.
- 7. The best film will be awarded with the Main Prize. The Jury also has the right to award honourable mentions.
- 8. The decisions of the Competition Jury are binding and final.

# §6 OBLIGATIONS OF PARTICIPANTS AND ORGANISERS

- 1. Finalists are obliged to actively participate in promoting the Competition and their participation therein and to fully cooperate with the Organisers, in particular in preparing the film for the show.
- **2.** A film submitted by a Finalist who fails to fulfil the obligation to maintain ongoing communication and cooperation with the Organisers may be excluded from the Competition Final.
- **3.** The Organisers, the Main Prize winners and those awarded with honourable mentions, as well as the winners of the sponsors' prizes, have the right to use, for their own promotional purposes as well as to promote the Competition, information about the prize winners, the prizes won, or their participation in the Competition, in any media, on the Organisers' websites or social media and on the websites and social media of the patrons, sponsors and partners of the Competition and ŁYF 2024.
- **4.** Finalists are required to stay available on the day of the Competition Final and to attend the Final-related events online in a timeframe agreed with the Organiser.

#### §7 JURY

- **1**. The Jury of the International Competition FASHION FILM FESTIVAL 2024 consists of leading fashion, design and film representatives.
- 2. The Organisers make a decision on the Jury composition.
- **3.** The Jury composition will be made public by the Organisers on www.lodzyoungfashion.com.

## §8 PRIZE

- **1.** The Main Prize for the winner of the International Competition FASHION FILM FESTIVAL 2024 is a cash prize of EUR 3,000.00 before tax (three thousand Euros before tax).
- 2. There is also an option to award honourable mentions.
- 3. Prizes and honourable mentions are awarded by the Competition Jury.
- 4. The Competition's sponsors, patrons and partners may award cash prizes according

to their own scoring criteria.

**5.** The entity awarding a prize is obliged to calculate, deduct from the prize and pay to the relevant tax office the lump sum personal income tax on the prize awarded.

## §9

- **1.** A film submitted for the International Competition FASHION FILM FESTIVAL 2024 must meet the following criteria:
  - a) it must be submitted by a person who has the right to use the collection presented in the film.
  - b) it must be submitted by a person who holds all copyright (licenses) obtained from those involved in the creation of the film, authorising that person to use and license the film without legal defects,
  - c) it must not be encumbered by any third party author's economic rights and it must not infringe in any way on the personal and other rights of third parties,
  - d) it must not be a derivative work or plagiarism or otherwise infringe the rights of third parties or applicable laws,
  - e) author's economic rights to that film must not be encumbered in any way by the rights of third parties, and the use of that film does not require a separate consent of a third party in any respect.
- 2. By entering the Competition, Participants accept these Terms and Conditions and certify that the film they submit meets all the conditions listed herein. Regardless of who is at fault, the Participant is liable for any legal defects in the film submitted to the Competition. The Participant submitting a film for the Competition is fully liable for all damage caused to the Organisers and third parties for failing to fulfil the conditions specified in items 1 (a)-(e) of this §.
- 3. Films that do not meet the Competition criteria will be excluded from the Competition.

## §10

- 1. The Competition's Finalists, as soon as they are selected, grant the Organisers a free, non-exclusive license, unlimited in time and space, to use the films and film trailers referred to in §5, II Stage, item 3 of these Terms and Conditions and to the photographs/graphics promoting the films and trailers mentioned above, hereinafter referred to as the copyrighted material, and the Organisers acquire the right to distribute and use the same in any form and by any technical means. The fields of use in which the Organisers may exercise their rights under the license are as follows:
  - a) copying, saving, multiplying, making available, distributing, reproducing the films, trailers and/or photographs/graphics promoting the films on any physical carrier available using any technique available at the time of the announcement of the Competition, including, but not limited to, printing, reprographic technique, and any magnetic carrier making it possible to use the copyrighted material with a computer,
  - b) copying, saving, multiplying, making available, distributing, reproducing the films, trailers and/or photographs/graphics promoting the films in digital form, by placing them or elements thereof as a multimedia product on physical carriers (in particular on USB carriers, DVDs, Divix, CDs or by entering them into computer memory), as well as by sharing the films, trailers and/or photographs/graphics promoting the films and/or elements thereof as a multimedia product in data communication networks (in

particular by uploading them to a server, to the Internet, to a computer network or to the RAM of individual devices participating in the Internet transmission),

- c) entering films, trailers and/or photographs/graphics promoting films into a computer's volatile and non-volatile memory,
- d) publicly exhibiting, displaying, performance, making available, or electronically communicating to the public the films, trailers and/or photographs/graphics promoting the films in such a way that everyone may access them at a place and time individually chosen by them,
- e) putting the films, trailers and/or photographs/graphics promoting the films into circulation by renting, lending for use or leasing the originals or copies there of, whether on physical carriers or in digital form,
- f) uploading the films, trailers and/or photographs/graphics promoting the films to the Internet.
- g) creating and disseminating derivative works, including further works based on the films, trailers and/or photographs/graphics promoting the films and/or their elements, which includes, but is not limited to translating, making changes in graphics, colour, textual elements and visual and spatial formats, as well as using the works created in this way (derivative works) to the extent and in all fields of use specified in the agreement between the Organisers and the Finalist,
- h) translating the films, trailers and/or photographs/graphics promoting the films into any language and reproducing the translations by any means and recording them on any media available at the time of the announcement of the Competition, including, but not limited to, those referred to in item a),
- i) modifying the films, trailers and/or photographs/graphics promoting the films, which includes, in particular, editorial work, shortening, corrections, alterations, changes in their entirety or specific elements.
- **2.** By entering the Competition, the Participants agree that the Organisers may exercise derivative rights to the films submitted to the Competition, film trailers and photographs/graphics promoting the films and trailers.
- 3. Finalists of the Competition authorise the exercise of derivative rights to their films/ trailers, including the creation and dissemination of derivative works, further works based on the films, film trailers and/or photographs/graphics promoting the films and/ or their elements, which includes, but is not limited to, translations, changes in graphic elements, colour, text, visual and spatial formats, as well as the use of such created works (derivative works) to the extent and in all fields of use specified in the agreement between the Organisers and the Finalist, and also authorise the use of their own image and the image of the persons appearing in the films, including models, actors, etc., for promotional purposes of the Festival and/or the Organisers, without any territorial, time and quantity restrictions, for the entire duration of those rights, in all fields of use including, but not limited to, those specified in §10 item 1 hereof

#### **§11**

- 1. The Organisers may change the content of these Terms and Conditions at any time.
- **2.** Any amendments to these Terms and Conditions are deemed effective once they are published on the Competition Website.
- 3. In the case of Competition entries made before an amendment was made, the wording

of the Terms and Conditions as of the date of the entry submission applies.

**4.** The Organisers reserve the right to change the Competition formula in emergency situations.

# § 12 FINAL PROVISIONS

- 1. The interpretation of these Terms and Conditions is at the Organisers' discretion.
- 2. In any matters that are not regulated herein, the provisions of Polish law apply, in particular the Civil Code and the Act on Copyright and Related Rights.
- **3.** In matters of dispute, Polish law applies, and the Polish court of jurisdiction over the registered seat of the Strzemiński Academy of Fine Arts in Łódź is the competent court for any disputes arising in relation to the Competition.

#### **COMPETITION SCHEDULE**

- 1. Registration and submission of entries until 13 October 2024 at 23.59 (CET).
- 2. Verification of submitted entries until 20 October 2024
- 3. Announcement of the shortlist of entries qualified for Stage II of the Competition (Final) 31 October 2024.
- 4. Confirmation of participation in the Competition Final by 3 November 2024
- 5. The Final 22 November 2024

## APPENDIX TO THE ENTRY REGISTRATION FORM

#### **AGREEMENT**

concluded in Łódź, on	between:
– The Strzemiński Academy of Fine Arts in Łódź, aul. Wojska Polskiego 121, 91-726 Łódź, and Stowal Association], address: ul. Wojska Polskiego 121, 9 International Competition FASHION FILM FESTIVA	rzyszenie Pola Designu [Design Fields 91-726 Łódź – as the Organisers of the
and	
– Mr/Ms (PESEL/Polish personal ID no.: for Stage II of the International Competition FASE	) – a Finalist shortlisted HION FILM FESTIVAL 2024.
1. By this Agreement, Mr/Ms declares that they grant to the Organisers of the Ir FESTIVAL 2024 a non-exclusive and unlimited in time terms and conditions specified below, the film titled	nternational Competition FASHION FILM e and space license to use, under the I
, submitted by them f to the film trailer as referred to in §5, II – Stage, iter Conditions and to the photographs/graphics prom- Organisers to disseminate and use the film in any for without having to pay remuneration. The fields of exercise their rights under the license are as follow	m 3 of the Competition Terms and oting the film, and authorises the orm and using any technical means use in which the Organisers may
a) copying, saving, multiplying, making available, disfilms, trailers and/or photographs/graphics promocarrier available using any technique available at the Competition, including, but not limited to, printing, remagnetic carrier making it possible to use the copy b) copying, saving, multiplying, making available, distrailers and/or photographs/graphics promoting the them or elements thereof as a multimedia product USB carriers, DVDs, Divix, CDs or by entering them by sharing the films, trail-ers and/or photographs/gelements thereof as a multimedia product in data or by uploading them to a server, to the In-ternet, to a	oting the films on any physical ne time of the announcement of the reprographic technique, and any righted material using a computer, eseminating, reproducing the films, ne films in digital form, by placing on physical carriers (in particular on into computer memory), as well as graphics promoting the films and/or communication networks (in particular
individual devices participating in the Internet tran c) entering films, trailers and/or photographs/grap volatile and non-volatile memory.	smission),

d) publicly exhibiting, displaying, performance, making available, or electronically

communi-cating to the public the films, trailers and/or photographs/graphics promoting

the films in such a way that everyone may access them at a place and time individually chosen by them,

- e) putting the films, trailers and/or photographs/graphics promoting the films into circulation by renting, lending for use or leasing the originals or copies thereof, whether on physical carriers or in digital form,
- f) uploading the films, trailers and/or photographs/graphics promoting the films to the Internet,
- g) creating and disseminating derivative works, including further works based on the films, trail-ers and/or photographs/graphics promoting the films and/or their elements, which includes, but is not limited to, translating, making changes in graphics, colour, textual elements and visual and spatial formats, as well as using the works created in this way (derivative works) to the ex-tent and in all fields of use specified in the agreement between the Organisers and the Finalist,
- h) translating the films, trailers and/or photographs/graphics promoting the films into any language and reproducing the translations by any means and recording them on any media available at the time of the announcement of the Competition, including, but not limited to, those re-ferred to in item a),
- i) modifying the films, trailers and/or photographs/graphics promoting the films, which includes, in particular, editorial work, shortening, corrections, alterations, changes in their entirety or specific elements.
- 2. By entering the Competition, the Participant agrees that the Organisers may exercise derivative rights to the film submitted for the Competition, film trailer and photographs/ graphics promoting the film, which includes creating and disseminating derivative works and further works based on the films, film trailers and/or photographs/graphics promoting the film or elements thereof, which includes, but is not limited to, translations, changes in graphic elements, colour, text, visual and spatial formats, as well as the use of such created works (derivative works) to the extent and in all fields of use specified in the agreement between the Organisers and the Finalist, and also authorises the use of their own image and the image of the persons appearing in the films, including models, actors, etc., for promotional purposes of the Festival and/or the Organisers, without any territorial, time and quantity restrictions, for the entire duration of these rights, in all fields of use including, but not limited to, those specified in §10 item 1 hereof.
- 3. The agreement is drawn up in two copies, one for each party.
- **4.** In matters not regulated herein, the provisions of Polish law apply, in particular the provisions of the Civil Code and the Act on Copyright and Related Rights.
- 5. All disputes related to this Agreement will be heard by the common courts in Łódź.

Date and signatures of the Parties: