

LEGAL NOTICES AND TERMS AND CONDITIONS OF THE WEBSITES

Continuing to browse the websites: <https://www.citia.org/>, <https://www.annecyfestival.com/>, <http://www.lespapeteries.com/> (hereinafter called "the Websites") implies unreserved acceptance of the following provisions and conditions of use.

The current online version of these conditions of use is the only enforceable version throughout the entire period of use of the Websites, and this until a new version shall replace it.

1. LEGAL NOTICES

1.1 Publisher information

CITIA, Image et industries créatives – Public Institution for Cultural Cooperation (EPCC) – Siret 489 885 111 000 18 – APE 9002Z, RCS d'Annecy (hereinafter "the Publisher")

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1.2 Host information

The <https://www.annecyfestival.com/> **Website** is hosted by the company Amazon Web Services: Amazon Web Services LLC
P.O. Box 81226
Seattle, WA 98108-1226, USA
<http://aws.amazon.com>

These servers are physically located in Ireland in the European Union.

The video content is hosted by: KAEMO, a simplified joint-stock company (company with a sole shareholder) with a capital of €40,762 and its headquarters at 28 rue de Strasbourg 44000 Nantes France, registered under the number 811 117 894 RCS NANTES.

These servers are physically located worldwide, and guarantee the security and confidentiality requirements in accordance with the applicable legislation concerning protection of personal data.

The **customer support solution** <https://helpdesk.annecyfestival.com/en/> is hosted by Crisp.

Crisp user data is safely stored in Europe. The Crisp core infrastructure is hosted in Amsterdam, Netherlands. The Crisp plugin infrastructure is hosted in Frankfurt, Germany.

2. PROVISIONS RELATED TO THE CURRENT GTCU

2.1 GTCU availability and enforceability

The GTCU are made available to the User on the Publisher's Website where they can be directly consulted.

The GTCU are enforceable against the User who acknowledges, by ticking a box provided for this purpose, having read and accepted them when applying for an accreditation provided by the General Terms and Conditions of Sale (hereinafter "the GTCS").

2.2 Articulation of the GTCU with the GTCS for accredited users

The use of the Websites is also subject to the full acceptance of the GTCU by the User, when the latter has been accredited.

In the event of a contradiction between the General Terms and Conditions of Use of the Websites and the GTCS, the latter will prevail.

2.3 Evolution of the GTCU

The current online version of these conditions of use is the only one enforceable throughout the period of the Websites' use and until a new version replaces it.

The Publisher reserves the right to modify the GTCU at any time, due in particular to changes in the Websites' features, or for legal or technical reasons.

These modifications are brought to the User's attention on the day of his/her connection.

3. ACCESS TO THE WEBSITES

Access to and use of the Websites are limited to strictly personal purposes. Use of the Websites is not intended for any Users under the age of fifteen (15).

You hereby agree to not use these Websites and the information or data they contain for any advertising, political or commercial purposes, nor for any type of commercial solicitation, including the sending of non-solicited e-mails.

4. ACCESS TO THE CONNECTED AREAS

4.1 General items

The information in this article governs the terms and conditions for using the Connected Areas' tools.

The Connected Areas enable the general public or accredited professionals (hereinafter "the User") within the framework of the "Annecy 2024" event, to access a private individual area depending on the User's type of accreditation.

The User will be able to access this area after having made an accreditation request according to the terms laid out in the GTCS.

4.1.1 Limits on the use of the Connected Areas

To use the Connected Areas' tools, the User must have Internet access and the requisite equipment, notably a computer, modem, or any other connection tool enabling the User to log in to the Internet.

A high-speed connection to the Internet by ADSL, cable or fiber optics is highly recommended.

The User must have a recent Internet browser (Microsoft Edge; Firefox, latest version; Safari, latest version; Google Chrome; Opera, latest version...).

4.1.2 Termination

The Publisher reserves the right to terminate Users' accounts in the case of:

- insolvency;
- actions violating provisions of the Intellectual Property Code;
- failure by the User to comply with any one of his/her obligations under these general terms and conditions.

4.2 Access the Connected Areas:

<https://www.annecyfestival.com/network>

Access to the Connected Areas is restricted to accredited Users.

The Connected Areas make it possible to access the following features:

- **Access the ticketing system:** reserve screenings daily within the limit of available places (the number of places depends on the accreditation type). The ticketing service's opening date is stated in the Connected Areas.
- **Access the Video Library:** only those Users with a Buyers or Mifa accreditation have access to the Video Library which allows them to view:
 - the Annecy 2024 Official Selection (from 9th to 31st December 2024 for Buyers badgeholders and from 9th to 16th June 2024 for Mifa badgeholders),

subject to the rights holder's agreement;

- projects from the Mifa Pitches' selection;
- productions and projects registered by Mifa professionals.

Each User with Mifa accreditation has the right to enter 2 projects or productions.

- **Access the Networking tools:** the Users can search for professionals and contact them depending on their type of accreditation.

5. WEBSITES' CONTENT

All brands, photographs, texts, comments, illustrations, images that are animated or not, video sequences, sounds, as well as all computer applications that could be used to operate these Websites and in general all the elements reproduced or used on the Websites are protected by the laws in force under intellectual property rights.

They are the full property of the Publisher or its partners. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent from the Publisher, are strictly prohibited. The fact for the Publisher not to initiate proceedings upon becoming aware of these unauthorized uses does not constitute acceptance of said uses and waiver of prosecution.

6. MANAGEMENT OF THE WEBSITES

To manage the Websites correctly, the Publisher can at any time:

- suspend, interrupt or limit access to all, or part of, the Websites, reserve access to the Websites, or to certain parts of the Websites, to a specific category of Internet users;
- delete any information that could disrupt its operation or that contravenes national or international laws, or the rules of Netiquette;
- suspend the Websites in order to carry out updates.

7. RESPONSIBILITIES

The Publisher cannot be held liable in the event of a failure, breakdown, operating difficulty or interruption, preventing access to the Websites or to one of its features.

Your equipment to connect to the Websites is under your sole responsibility. You must take all appropriate measures to protect your equipment and your own personal data, in particular from cyber-attacks via the Internet. You are also solely responsible for the Websites and data that you consult.

The Publisher cannot be held responsible in the event of legal proceedings against you:

- due to the use of the Websites or any service accessible via the Internet;
- due to your non-compliance with these current general terms and conditions of use.

The Publisher is not responsible for damage caused to yourself, to third parties and/or to your equipment as a result of your connection, or your use of the Websites, and you waive any action against the Publisher as a result.

If the Publisher were to be the subject of an amicable or judicial procedure because of your use of the Websites, the Publisher could turn against you to obtain compensation for all damages, sums, convictions and costs that could arise from this procedure.

8. HYPERTEXT LINKS

The creation of hypertext links towards the Websites is free provided that it does not harm CITIA's material or moral interests, that it does not create confusion on the content source, and that it complies with the laws in force, particularly copyright.

Any information accessible via a link to other websites is not under the control of the Publisher, who declines all responsibility for their content.

9. PERSONAL DATA

Your personal data may be collected, processed and stored by CITIA when you browse the Websites, in strict compliance with the regulations in force.

In accordance with the provisions of the amended law n° 78-17 of 6th January 1978, relating to data processing, files and liberties, you have the right to access, query, modify and delete information that concern you, to apply at any time to the Publisher either by regular post to the following address: CITIA c/o Conservatoire d'art et d'histoire – 18 avenue du Trésum – CS 50038 – Annecy – FR-74001 Annecy Cedex, or by e-mail to this address: dpo@citia.org.

For more information concerning the use of your data by CITIA and exercising your rights, please consult the data protection policy accessible at the following address: <https://www.annecyfestival.com/personal-data-protection-policy>.

10. COOKIES

The Websites can automatically collect standard information such as your navigation language. All information collected indirectly will only be used to monitor the volume, type and configuration of traffic using these Websites, to develop its design and

layout, and for other administrative and planning purposes as well as to improve the service provided in general.

For more information on the use and handling of cookies by CITIA, please refer to the data protection policy accessible at the following address:

<https://www.annecyfestival.com/personal-data-protection-policy>.

11. APPLICABLE LAW

These terms and conditions of use of the Websites are governed by French law and subject to the jurisdiction of the courts of Annecy, subject to an assignment of specific jurisdiction arising from a particular law or ruling.