



# YouTube Competition Rules and Regulations

## Article 1: Organisers

CITIA, City of Moving Images, located at 18 avenue du Trésum, BP 399, 74013 Annecy Cedex, France – Siret 489 885 111 00018 – in partnership with YouTube (Google), is organising a free competition (hereafter referred to as "the Competition") with no obligation to purchase from 7<sup>th</sup> February 2011 (launch date) to midnight 10<sup>th</sup> May 2011, under the following conditions.

The Competition consists in creating and submitting a short animated film on video by each Entrant (hereafter referred to as "the Entrant").

Participants should submit **an animated short film** on video of a running time of **no longer than five minutes**, taking into account the specific **theme: "Animation, land of freedom"**. This **original creation** must make a reference to and contain the key words **"International Animation Film Festival"** and **"Annecy 2011"**.

This year, as Annecy is particularly focusing its programme on the USA, a reference to this country can also be included in the film.

## Article 2: Who can Enter

The Competition is open to individuals registered on the YouTube website located at <http://www.youtube.com> and hereafter referred to as "the Website" (including all mirror, derivative sites and/or localised versions thereof, as applicable).

The Competition is free with no obligation to purchase, and is accessible from the site <http://www.youtube.com/annecyfestival> from 7<sup>th</sup> February to midnight 10<sup>th</sup> May 2011 (see Article 4).

## Article 3: Prizes

Entrants will compete for **the screening of their film at the International Animation Film Festival**.

The first prize is a trip – six (6) days and six (6) nights – to the International Animation Film Festival (from 6<sup>th</sup> to 11<sup>th</sup> June 2011) in Annecy, France.

The prize includes:

- a round trip by plane or train, from the airport/train station nearest to the winner's address to Annecy, equal to 1,000 € (one thousand Euros), a double room for six (6) nights and transfers to and from the hotel;
- a "Festival + Mifa" accreditation;
- a Cristal trophy and a diploma;
- a copy of an animation software;
- the screening of the winning during the Festival.

**Walt Disney Animation Studios** will provide the following: an invitation for the winner of CITIA's Annecy 2011 YouTube competition to visit the Walt Disney Studios in Burbank, California, including a round trip by plane from the airport nearest to the winner's address to Los Angeles, equal to 1,500\$, airport/hotel transfers, hotel/studio transfers, a Disney guide during the trip, hotel accommodation for 5 nights/6 days, and a visit to the Walt Disney Studios on a date to be mutually agreed upon.

A Disney personnel to serve on the 3-person jury for the Competition.

A Disney personnel to present the Annecy 2011 YouTube Award during an event on 10<sup>th</sup> June, 2011.

The second and third prizes each consist of an animation software.

Winners may not contest, request cash value, replacement or exchange of prizes. Prizes are not negotiable. Sale or exchange of prizes is strictly prohibited.

## Article 4: How to Enter the Competition

The Competition will run through the Website at <http://www.youtube.com/annecyfestival> and will also be promoted on the Website and [www.annecy.org](http://www.annecy.org).

Each Entrant must create and submit an animation video of no longer than five (5) minutes running time that respects the technical, creative and legal entry requirements set out in these official competition Rules and Regulations. An entry (hereafter referred to as "Entry") may be submitted at any time during the Open Call for Entries on the Website.

Only one Entrant can submit one (1) Entry only. Even if several people worked on the video and more than one person appears on the credits, only one Entrant will be considered as having made and submitted the competing video. On deciding to take part in the Competition, each Entrant warrants that he/she has obtained all written rights, licences and authorisations from each person who has worked on the said video or the intellectual property rights attached thereto.

The Entrant should:

- Have a YouTube account: to become a registered user of the YouTube site, the Entrant must register for an account and agree to the "Terms of Use" of the Website available for consultation at <http://www.youtube.com/t/terms>. There is no fee required to become a registered user.
- Once registered on the Website, the Entrant should submit his/her personal video to the "annecyfestival" channel at <http://www.youtube.com/annecyfestival>. The Entrant must also give the video a title.

Access to the channel "<http://www.youtube.com/annecyfestival>" is subject to accepting, without reservation, these Rules and Regulations by ticking the box marked: *"I have read and accept the Terms of Use of the Group"*.

CITIA reserves the right to eliminate from the Competition any Entrant that does not totally respect these Rules and Regulations.

By taking part in the Competition, the Entrant warrants that he/she is the author or rights holder of the Competition video and, to this end, is the holder of all the literary, dramatic and musical property rights. The competing video and all associated elements must conform to the official Competition Rules and Regulations, which stipulate that the said video:

- is an original work by the Entrant;
- does not include any use of the name, likeness, photographs or other identifying elements, in whole or in part, of any person, living or dead without permission;
- does not include trademarks, logos or copyrighted material not owned by the Entrant or used without permission (including but not limited to company names, music, photographs, picture or sound excerpts from films or TV programmes, works of art, or images published on or in websites, television, films, or other media) or otherwise infringe the rights of any third party including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property law;
- is not subject to any third party agreement(s), and that Competition entities will not be required to pay or incur any sums to any person or entity as a result of use or exploitation of the idea or the video or rights therein;
- does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of the Competition entities;
- does not contain pornographic or sexual content, hateful content of any kind (including racism, sexism etc.), content which promotes violence or harm to another living creature, or any other offensive, obscene or inappropriate content;
- does not include threats of any kind or that intimidate, harass or affect private life;
- does not violate federal, provincial, governmental or international law or include any content that would encourage or provide instructions for a criminal offence.

Videos will also be refused if they:

- are vulgar in nature;
- incite violence or racial hatred;
- conflict with existing laws;
- breach moral standards and/or public order;
- represent an element subject to property, intellectual or industrial rights, such as an original work, a trademark or registered design etc.

If a video is or is found to be in one of the above mentioned cases, CITIA reserves the right to request the Entrant to submit forthwith another video on the "annecyfestival" channel and/or temporarily or permanently ban it from the Competition. The Organisers will review all the competing videos submitted during the Open Call for Entries and will only post Entries on the Competition site that conform to these Rules and Regulations. Entries that do not comply will be disqualified and will not appear on the Competition site. These decisions are final and binding.

It is understood that the video will not be returned to the Entrant and may be used by the Organisers within the conditions defined by the present Rules and Regulations.

#### **Article 5 : Technical Requirements**

In order to be broadcast, the video should respect the following requirements:

- Running time: five (5) minutes maximum
- Maximum file size: 150MB
- Formats MP4 (H264), MOV, WMV, AV
- Resolution: 720 x 576 mini HD recommended

#### **Article 6: Voting and Determining Winners**

All the competing videos submitted during the Open Call for Entries will be visible and subject to public vote.

Internet users will have the opportunity to assess and vote (one (1) vote per video per day) during the "Public Voting" period from 11<sup>th</sup> May to midnight 22<sup>nd</sup> May 2011. Any extra votes will be disqualified. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means. Any use of script, macro, or any automated system to vote is prohibited and all such votes will be void and, further, may lead to the disqualification of the competing video(s).

Only votes "for" will be counted to determine winners. Once votes have been checked, the ten Entries with the most votes will be submitted to a jury who will choose the three best videos. The jury deliberation will take place from 23<sup>rd</sup> to 27<sup>th</sup> May 2011.

Entrants whose videos have been chosen by the jury will be informed by e-mail and asked to send a DVD copy of the film and entry form to the following address:

The International Animation Film Festival, Bonlieu, salle Eugène Verdun, 1 rue Jean Jaurès, 74000 Annecy, France.

Only one Entry per Entrant will be considered throughout the Competition. Any erroneous or incomplete contact information will not be taken into account. The winner will lose the right to his/her prize which will remain the property of CITIA, who will not be held liable through the impossibility of contacting the winner.

Entrants will not receive any notification if they have not won.

#### **Article 7: Jury**

The CITIA management will decide on the composition of the international jury, made up of three members and will appoint the President of the jury. No jury member must be, in any way, involved in the production or distribution of films they will have to judge. The jury reserves the right not to award a prize.

#### **Article 8: Rights**

Entries shall remain the property of the Entrant. However, by entering the Competition, the Entrant, following the announcement date of the Competition, grants to CITIA an irrevocable and non-exclusive licence to reproduce, represent, modify and adapt the Entry, as well as each of its elements in full or in part in any manner – notably for advertising, promotional, cultural or artistic purposes – and across all media: television, film, digital, Internet, press, posters, magazines, press releases, etc. The licence shall be granted for a term of twenty-four (24) months and includes but is not limited to the areas hereinbefore outlined and does not infringe upon the rights of any other content. Winners will be asked to sign a document, established by the Organisers, confirming the transfer of the rights of their video to CITIA. Refusal to sign this document will result in the winner's immediate disqualification and the withdrawal of prize(s) due to them.

Note: the screening of the video awarded the Grand Prix will not form part of the official programme of the International Animation Film Festival.

#### **Article 9: Limitation of Liability**

Entering the Competition implies knowledge and acceptance of the characteristics and limitations of the Internet, most notably concerning technical performance, response times for consulting, requesting or transferring data, the risks of interruption, connection-related risks, the lack of protection against possible diversion of certain data and risks of contamination by any viruses in circulation on the Internet.

As a result of this, CITIA and its partner YouTube will not be held responsible under any circumstances for the following or any other eventualities that may arise:

- content services available on the Website and more generally, all information and/or data services available on the Website;
- the transmission and/or reception of data and/or information over the Internet;
- any technical malfunction of the Internet that prevents the smooth running of the Competition;
- faults arising in any reception equipment or line of communication;
- the loss of any electronic or paper message, and, more generally, the loss of any information;
- delivery problems;
- the functioning of any piece of software;
- the consequences of any virus, bug, anomaly or technical fault;
- any damage caused to a computer owned by an Entrant;
- any technical, equipment or software fault of whatever nature which may prevent or limit the opportunity to participate in the Competition or may damage the computer system of any Entrant.

CITIA and its partner YouTube can not be held liable for any direct or indirect damage resulting from any interruption or malfunction whatever, the suspension or termination of the Competition, and for any reason whatsoever, or any direct or indirect result, in any way, a connection to the Website. Entrants must take all appropriate measures to protect their own data and/or software stored on their computer against any attack. All persons connecting to the Website and any Entrants participating in the Competition shall do so at their own risk.

CITIA and its partner YouTube reserve the right, if there is due cause, to modify, suspend or cancel the Competition in the event of force majeure or due to an event beyond their control.

#### **Article 10: Data Protection**

Personal information collected from Entrants will only be used for the administration of the Competition. Competition entities will not sell, share or otherwise disclose information in any manner with third parties. In accordance with the French data protection law no. 78-17 (6<sup>th</sup> January 1978 – reference code CNIL), Entrants have a right of access to modification and withdrawal of their personal data. To exercise such right, an Entrant may write to YouTube, 1<sup>st</sup> and 2<sup>nd</sup> Floor, Gordon House, Barrow Street, Dublin 4, Ireland.

#### **Article 11: Conservation**

As part of its film conservation project, CITIA will digitise all films submitted for the Competition.

#### **Article 12: Advertising and Exhibition Material**

Any available material (posters, brochures, etc.), as well as a selection of original material used for making the film (storyboard, sketches, backgrounds, cels, puppets, etc.) are welcome. They can be deposited with the Annecy Museums, in continuity with CITIA's collection to the city of Annecy according to current procedures in French museums.

#### **Article 13: Choice of Jurisdiction**

Participation in the Competition implies unreserved acceptance of the terms of these Rules and Regulations. Should any contestation arise, the court based near the Organisers (Annecy County Court) has sole jurisdiction and the French version alone has legal value.

#### **Article 14: Non Specified Cases**

CITIA management will settle any cases that fall outside the terms of these Rules and Regulations.