LEGAL NOTICES AND TERMS AND CONDITIONS OF THE PLATFORM

1. LEGAL NOTICES

1.1 PUBLISHER Information

The Platform is published by: 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.annecy.org/ 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 https://online.annecy.org/ Platform is hosted by: the company KAEMO, a simplified joint-stock company, with a capital of €40,161,00 and its headquarters at CS 36204 – 5 boulevard Vincent Gâche – 44262 Nantes Cedex 2, registered at the Nantes RCS, under the number 811 117 894.

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

2. PURPOSE OF THE GENERAL TERMS AND CONDITIONS OF USE (hereinafter "GTCU")

The current GTCU govern the Platform’s terms of use accessible at the following address: https://online.annecy.org/ (hereinafter "Platform") or on the Annecy International Animation Film Festival website accessible at this address: https://www.annecy.org/

The Platform enables the public or professionals (hereinafter "User"), to access, as part of the "Annecy 2020 Online" event, a selection of the films from the 2020 Annecy International Animation Film Festival.

The User can access it after carrying out their "Festival Accreditation" or "Mifa Accreditation" request under the conditions of the General Sales Conditions (hereinafter "the GSC").

3. PROVISIONS RELATED TO THE CURRENT GTCU

3.1 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 GSC.

3.2 Articulation of the GTCU with the GSC

The use of the Platform is also subject to the full acceptance of the GTCU by the User.

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

3.3 Evolution of the GTCU

The current online version of these conditions of use is the only one enforceable throughout the period of the Platform’s 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 Platform’s features, or for legal or technical reasons.

These modifications are brought to the User’s attention on the day of his/her connection following any modification of the GTCU and subject to his/her acceptance.

4. ACCESS TO THE PLATFORM

4.1 Overview

Access to the Platform and its use are reserved for strictly personal use. The Platform is not intended to be used by Users under the age of eighteen (18).

You agree to not to use this Platform and the information or data contained therein for commercial, political, advertising purposes, or for any form of commercial solicitation and in particular for sending unsolicited e-mails.

4.2 Creating a user account

Access to the Platform is subject to creating a user account beforehand.

To access the Platform, the User will have sent an accreditation request under the conditions provided by the GSC.

Once the accreditation request has been made, an account creation e-mail will be sent to the User to the e-mail address provided on the accreditation request form.

The PUBLISHER reserves the right to refuse the registration request to the Platform if the information provided is incomplete, erroneous, untrue or far-fetched.

The User agrees not to infringe the rights of third parties in his/her registration.

All the elements enabling the User to use the Platform are personal and confidential. The User has full responsibility for keeping their access codes to the Platform completely confidential and not divulge them no matter what.

Consequently the User acknowledges that any connection or data transmission made with their access codes will be deemed to have been carried out by the User.

4.3 Technical conditions

Access to the Platform is made directly on the website: https://online.annecy.org/ or via the website: https://www.annecy.org/

The User must have access to the Internet and the necessary equipment, in particular a computer, modem or any other connection tool enabling an Internet connection.

A broadband connection to the Internet by ADSL, cable or fiber optic is highly recommended.

To benefit from the Platform, the User must have a recent Internet browser (Microsoft Edge; Firefox, latest version; Safari, latest version; Google Chrome; Opera, latest version, etc.).

5. LIMITATIONS ON THE PLATFORM'S USE

Access to the films available on the Platform will be limited as follows. Each User with an account will be able to:

- view the same film twice maximum;
- view a maximum of 60 hours of video in total;
- view on 1 device at a time.

6. PLATFORM 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 this Platform and in general all the elements reproduced or used on the Platform 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.

7. MANAGEMENT OF THE PLATFORM

To manage the Platform correctly, the PUBLISHER can at any time:

▪ suspend, interrupt or limit access to all, or part of, the Platform, reserve access to the Platform, or to certain parts of the Platform, 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 Platform in order to carry out updates.

8. RESPONSIBILITIES

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

Your equipment to connect to the Platform 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 sites 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 Platform 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 Platform 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 Platform, the PUBLISHER may turn against you to obtain compensation for all damages, sums, convictions and costs that could arise from this procedure.

9. HYPERTEXT LINKS

The creation of hypertext links towards the Platform 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 the copyright.

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

10. PERSONAL DATA

Your personal data may be collected, processed and stored by CITIA when you browse the Platform, 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.annecy.org/personal-data-protection-policy.

11. COOKIES

The Platform 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 this Platform, 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 CITIA’s use and management of cookies, please consult the data protection policy accessible here: https://www.annecy.org/personal-data-protection-policy.

12. TERMINATION

The PUBLISHER reserves the right to close User accounts in the event of:

- insolvency;
- actions that contravene the provisions of the Intellectual Property Code;
- failure of the user to comply with any of the obligations that he/her is responsible for under these general terms and conditions.

13. CUSTOMER SERVICE AND TECHNICAL SUPPORT

For any further information, the PUBLISHER’s customer service is available at the following e-mail address: accreditation@citia.org

14. APPLICABLE LAW

These terms and conditions of use of the Platform 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.