

# Gässli Film Festival

2020 Terms and Conditions

## 1. Terms of use Agreement

By agreeing to the Terms and Conditions for the Gässli Film Festival ("GFF"), the person or entity (the "Filmmaker") submitting an entry (the "Film") to GFF 2020 acknowledges that he or she has read, understood and agrees to the following rules and guidelines and that the Filmmaker acknowledges that he or she has obtained consent from any and all owners, creators, writers, producers and/or other authorized representatives of the Film (the "Film Owners") whose consent is required to submit the Film to the GFF and to have it exhibited there. All information contained in this document shall supersede any prior Terms and Conditions and all other statements, verbal or written, with respect to the GFF.

## 2. Festival Information

GFF is an annual film festival competition that takes place in Basel, Switzerland. GFF is organized by the Verein für die Förderung der Begeisterung am bewegten Bild ("VFBbB"). Filmmaker can submit one or multiple short films for consideration to be presented at GFF. A jury will vote on all competing movies and determine the annual winners.

## 3. Festival Participation

Upon acceptance into the GFF competition, Filmmaker agrees to the following:

- a) Festival attendance: GFF requires selected Filmmaker to attend all key festival events related to Filmmaker's work. In 2020 the key dates are:
  - WED 26. August - 18:00 – Festival Opening & film premieres
  - THU 27. August - 18:00 – film premieres
  - FRI 28. August - 12:00 – filmmaker lunch
  - FRI 28. August - 18:00 – film premieres
  - SAT 29. August - 18:00 – awards night

Additional events will be communicated prior to the festival. Internationally located filmmakers are encouraged to attend GFF but can be exempted, due to a limited travel budget.

- b) Screening master: Filmmaker is required to send any missing deliverable items including a screening master in high definition video no later than seven (7) days after selection.

## 4. Basel relation

The GFF is set in Basel, Switzerland and seeks to create opportunities for cultural exchange between the region and the world through its annual presentations of films with a relation to the Basel region. As such, some competitions will require a direct relation of Filmmaker's work to the region of Basel. In order to qualify, Filmmaker is required to indicate such relation when filling out the submission form and may state it in Filmmaker's introduction video.

The following "Basel relation" are accepted by the GFF:

- Filmmaker's place of origin or place of residence in the Basel region
- Filmmaker's work was filmed in the Basel region
- The subject matter of Filmmaker's work deals with the Basel region
- Cast member featured in a key role in the Film was born in or maintains a residence in the Basel region.
- Director, Writer, Producer or Cinematographer and Animator was born in or maintains a residence in the Basel region, or a Production Company legally domiciled in the Basel region.
- Previous prize winner of GFF in any category
- Other well documented reason presented to GFF upon submission

Should the GFF be held with an official partner region, Filmmakers from such region will automatically qualify for all awards that require a "Basel relation".

## **5. Film Submission**

Filmmaker can enter his or her film during the GFF call-for-entries period using the submission form on [www.baselfilmfestival.ch](http://www.baselfilmfestival.ch)

Postmarked deadlines and corresponding submission fees are listed on the official GFF website: [www.baselfilmfestival.ch](http://www.baselfilmfestival.ch)

The 2020 submission deadline is June 1.

Filmmaker is required to pay an administrative fee of twenty (20) Swiss Francs per Film submission.

All expenses for shipping the screener copy and materials, including insurance, are the sole responsibility of Filmmaker. GFF will not return screener copies. Note that GFF will not pay for any cost arising from returning screeners under no circumstances.

Failure to pay the fee will automatically disqualify the film submission.

## **6. Selection for the Competition**

GFF accepts all genres of short films, to include fiction, documentary, animation, experimental, music videos, as well as submissions of works for the Innovative Storytelling exhibition.

GFF selects and invites Filmmakers to participate in the GFF's competitions. Film submissions qualify after the following materials have been received:

- a) Completed submission from / acceptance of terms and conditions
- b) Screener copy of film, clearly labeled and postmarked by deadline
- c) Non-refundable Submission fee payment
- d) Other supporting materials (photo and film stills)

Further requirements are:

- a) Film must be thirty (30) minutes or less in length.
- b) Film must be submitted with a link to the film's online screener, as a download in QuickTime format (H264 quality OK for selection screening).
- c) If for any reason the screener cannot be viewed, Filmmaker will be required to resubmit.
- d) Film must be available in the English language (original, subtitled, dubbed) if requested by GFF. All costs to meet such requirements for submissions deliverables are to be met by Filmmaker.

## **7. Notification**

GFF will notify Filmmaker by email upon acceptance. Within seven (7) days of notification of acceptance Filmmaker agrees to submit further information if necessary, to program his or her movie for the GFF.

Failure to do so by the given deadline may result in the loss of Filmmaker's spot in the GFF competition.

Expenses for the shipping of the exhibition master, including insurance, is the sole responsibility of Filmmaker. GFF cannot be made liable for any loss or damage. The lowest quality screening format at GFF is a Quicktime File in HD-Quality. For optimal compatibility, Filmmaker is requested to dispatch the Film or contact the festival office.

## **8. Festival Jury & Awards**

GFF will appoint a jury ("Jury") with a minimum of three (3) members who have professional knowledge of film, the arts or related media. Each member will vote by secret ballot and deliberate on who the final winners will be before awarding the prizes. GFF staff may attend Jury deliberations for advisory purposes but are not able to vote. All decisions of the Jury are final.

Jury shall award the following awards:

- 1. Best Director
- 2. Gässli "Up-and-coming" for under the age of 21\*
- 3. Gässli "Up-and-coming" for under the age of 31\*
- 4. Best Music Video
- 5. Best Swiss Short Film
- 6. Best International Short Film

## 7. Best Innovative Storytelling Project

\* Basel relation necessary to win (as defined above)

Best Director Award: Up to five filmmakers that have a short film in competition will be nominated in the leadup to the GFF, with the requirement for the nominees to attend Gässli Film Festival from start till the end.

The Gässli Social Media Audience Choice Award may be given to any film in competition. The winner of the Gässli Social Media Audience Choice Award will be announced at the GFF awards night. It is a final announcement.

Revenue, if any, generated by the audience voting procedure will not be shared with Filmmaker.

Should GFF detect manipulation attempts in the voting procedure, cases will be investigated and Filmmakers may disqualify from obtaining their awards and prize money.

## 9. Prizes

GFF will provide the winners with the following prizes corresponding to their awards:

1. The Best Director Award consists of a payment of CHF 2'000.- and can be given to one out of maximum five nominees chosen in the lead-up to the festival.
2. Gässli Up-and-coming Award under the age of 21 consists of a payment of CHF 500.- and a voucher worth CHF 500.- from Kulturbüro Basel.
3. Gässli Up-and-coming Award under the age of 31 consists of a payment of CHF 1,000.-
4. Best Music Video Award consists of a payment of CHF 1,000.-
5. Best Swiss Short Film Award consists of a payment of CHF 1,000.-
6. Best International Short Film Award consists of a payment of CHF 1,000.-
7. Best Innovative Storytelling Project consists of a prize worth 500.-

Filmmaker must be present at the awards night in order to win or contact GFF no later than two weeks prior to the awards night, in writing, to request sending a representative to receive the award. Severe illness and force majeure will excuse this requirement. However, a representative designated in writing is required to be present in order for the Filmmaker to win.

The Innovative Storytelling exhibition is also part of the GFF competition. Should a project be a part of the exhibition as well as the short film competition, the same rules apply to the competition as for all other participants.

## 10. Rights

Filmmaker must be the owner of all rights of the submitted film (including all rights in the chains of title). He or she needs to have the exclusive, unconditional right and authority to submit the film to the GFF and guarantee that no third party is entitled to any payment or other consideration on behalf of the film.

It is the sole responsibility of the Filmmaker to secure clearance from the copyright holders of any copyrighted materials, including music and/or trademarks currently contained in the Film and not original to the Film. The Filmmaker releases and discharges the GFF, its employees and agents from any and all claims, demands or causes of actions related to misappropriation or infringement of copyright or violation of any other right arising out of or relating to the Film.

Filmmaker agrees that GFF reserves the right to screen an exhibition-quality digital file of the Film during the 2020 GFF.

Commencing on the effective date of this Agreement, Filmmaker hereby grants to GFF the complete, unencumbered, non-exclusive world-wide and perpetual right to upload, download, edit for promotional use only, display, and adopt digital images, of the Filmmaker's content existing on the effective date or created thereafter, and to include, incorporate, display, broadcast and exploit such content and images of the content, as far as given permission by Filmmaker on the submission form.

In addition to such rights, the Filmmaker hereby grants GFF:

- a) The GFF reserves the right to coordinate all publicity and press outreach concerning the Film's presentation at the GFF, including but not limited to the right to use excerpted clips, still images and/or titles, and information from or relating to the Film for promotional purposes in all media including the GFF and the VFBbB's website as well as the right to issue and authorize publicity concerning the Filmmakers and the Film and to use all associated names, likenesses and biographical information. Such rights shall be non-exclusive, royalty free and for use world-wide.
- b) the perpetual non-exclusive, royalty free, world-wide license, but not the obligation, to assert, and to defend against any actual or threatened infringement of the content, and copyrights and/or trademarks related thereto or associated therewith.

## **12. Advertising**

GFF maintains the sole right to engage in any form and type of advertising and sponsoring deals that stand in connection with the selected films and the GFF. Advertising is fundraising and guarantees the operations of GFF. Filmmaker is not entitled to participation nor is he or she part of any decision-making in that matter unless revenue is generated with direct ties to Filmmaker's movie.

Filmmaker may forward a sponsor to participate with his or her Film. GFF will evaluate a possible collaboration on a case by case basis. Further documents regulating such endeavors are required to proceed.

Filmmaker gives GFF permission to use Trailer and short segments of the film as well as any information submitted through the entry form and press kit for promotional purposes without any limitation in time throughout the universe.

## **13. Privacy Policy**

GFF respects Filmmaker's privacy and the use and protection of personal Information. For questions regarding GFF's privacy practices, an e-mail can be send to [info@fvbbb.ch](mailto:info@fvbbb.ch) or by mail to Verein für die Förderung der Begeisterung am bewegten Bild (VFBbB), Gerbergässlein 29, 4051 Basel, Switzerland.

#### **14. Dispute**

These terms and conditions shall be governed by the laws of Switzerland. If any portion of these terms and conditions is unlawful, invalid or unenforceable, then such portion of these terms and conditions shall be deemed severed herefrom and shall not affect the validity or enforceability of the remainder of these terms and conditions. All disputes hereunder shall be referred to arbitration in Basel, Switzerland.

The prevailing party shall be entitled to recover, in addition to its damages, all costs and legal fees incurred in arbitration and any proceedings to enforce the award.

#### **15. Indemnification**

Filmmaker agrees to indemnify and hold harmless the GFF and VFBbB together with each of their parents, subsidiaries, affiliates, officers, directors, employees, attorneys, creative advisors, agents and representatives (collectively, "GFF Related Parties"), from and against any and all claims, losses, liabilities, damages, fees and expenses, including, but not limited to, reasonable attorneys' fees and other costs, that may be asserted by any person or entity, or may be incurred by any GFF Related Parties, at any time in connection with the GFF, arising from any breach or alleged breach of any representation made by Filmmaker to the GFF or any GFF Related Parties, including, without limitation, any express or implied representation in these Terms and Conditions.

#### **16. Limitation on Liability**

In no event shall GFF be liable to Filmmaker or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from Filmmaker's use participation in or with the GFF, even if GFF has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, GFF's liability to Filmmaker for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by Filmmaker to GFF for such participation in or with the GFF. Gäsli Film Festival is a project of Verein für die Förderung der Begeisterung am bewegten Bild (VFBbB).

#### **17. Heirs and Assigns**

This Agreement shall be binding on any successors, licensees, parent companies, subsidiaries, or corporate entities subsequently created by GFF and/or its principals.