

# RULES AND REGULATIONS OF THE COMPETITION

## PAPAYA YOUNG DIRECTORS - 2020 EDITION

### §1.

#### General information

1. The competition **Papaya Young Directors - 2020** edition (**Competition**) is being organized by Papaya Films sp. z o.o. with headquarters in Warsaw, 00-317, Wiśłana 8, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Commercial Division under the number KRS 0000248028, registered under numbers: NIP no. 1132590223 and REGON 140386710, with the share capital of 100.000,00 PLN (**Organizer**).
2. The founders of the prizes in the Competition are the Organizer and the partners of the Competition (Partners). The full list of Partners can be found on the website [www.papayayoungdirectors.com](http://www.papayayoungdirectors.com) (**Competition's Website**).
3. This set of Rules and Regulations regulates the rules and conditions of taking part in the Competition, as well as the rights and obligations of the Contestants (**Rules and Regulations**).
4. The objective of the Competition is to determine the best commercial films and music videos made by the Contestants and to promote young filmmakers.
5. The competition is to be organized and conducted on the territory of the Republic of Poland, through the Competition's Website.
6. The Competition is not a game of chance, nor parimutuel betting, according to the Polish Gambling Law dated 19th of November, 2009.
7. The Competition starts on the **16th of December, 2019** and ends with the final gala. The detailed schedule of the Competition will be published on the Competition's Website.
8. Apart from the stipulations included in the Rules and Regulations, the binding documents for the Contestants is the information regarding the Competition put by the Organizer on the Competition's Website, the Competition's Facebook profile and on its Instagram profile, as well as the information sent by e-mail to the Contestants.
9. The contents of the Rules and Regulations are available at the Organizer's headquarters and on the Competition's Website.

### §2.

#### Conditions of taking part in the Competition

1. The Contestant is a person who registers as a Contestant on the Competition's Website and agrees to the terms and conditions of participating in the Competition stipulated in the Rules and Regulations (**Contestant**).
2. Taking part in the Competition is voluntary and free of charge.
3. The Contestants can be people with the capacity to perform acts in law, born **between 1985 and 2000** (with the inclusion of the entire year of 2000).
4. The Contestants cannot be members of the Competition's jury and the Organizer's employees, including members of their immediate families. The employees of the Competition's Partners (and members of their immediate families) can be Contestants, but they cannot take part in the branch of the Competition organized by the Partner they work for. Members of immediate family include

- ascendants, descendants, siblings and spouses. Employees are also members of the bodies and people who collaborate regularly with the Organizer according to other contracts.
5. The Contestants cannot be the receivers of the Main Prize - the Grand Prix, the 1st Prize or the 2nd Prize in previous editions of the Competition.
  6. Joining the Competition means that the Contestant is familiar with all the rules and conditions of the Competition included in the Rules and Regulations, its annexes, accepts them and agrees to abide by them.
  7. When a Contestant joins the Competition, he or she agrees that in the case of getting through to Stage I, he or she will sign the contracts with the Organizer, that are stipulated in the §3, section 33 of the Rules and Regulations.
  8. Joining the Competition means that the Contestant agrees to have their personal data included in the application form processed on the Competition's Website and in the voluntary questionnaire. Personal data will be processed by the Organizer, as the administrating body of this data, for organization purposes, for the purposes of conducting the Competition and for the purposes of promoting the Competition including contacting the Contestants and publicly announcing the finalists' and winners' names and last names on the internet, in press and in newsletters, as well as in other materials relating to the 2019 edition and promoting future editions of the Competition. The personal data of the Contestants will be used by its administrator for statistics purposes lying within the legitimate interest of the administrator.
  9. The personal data of the Contestants will be processed by the Organizer according to the General Data Protection Regulation (GDPR) and the 10th of May 2018 Polish Personal Data Protection Law. The personal data will not be shown to third parties, unless in connection with the Competition, for example by the Jury of the Competition and the Partners, as well as the providers of IT services supporting the Organizer.
  10. Sharing by the Contestant the required personal data while applying for the Competition is voluntary, but indispensable for the application process to be complete.
  11. The personal data of the Contestant will be processed up until the Contestant shuts down their profile page on the Competition's Website, and in the case of making a film by the Contestant, during the time of the Contestant's copyright to the Film.
  12. The Contestant has the right to access their personal data, to its correction, to transferring it, deleting it or restraining the processing. For those purposes, the Contestant has to contact the Organizer at the address indicated in the beginning of the Rules and Regulations.
  13. In the case of unlawful processing of the personal data, the Contestant has the right to file a complaint to the supervisory body – the Polish Inspector General for the Protection of Personal Data.
  14. By joining the Competition, the Contestant agrees to dissemination by the Organizer and the Partners of the Contestant's image (including their silhouette and voice) registered in all possible photographic or film material connected with the Competition - for the purposes of informing about the Competition, promoting the Competition and its future editions, among others on the internet, in press materials, during and after the conclusion of the Competition.
  15. Taking part in the Competition, as well as the rights and obligations connected to the Competition, including the right to win a prize cannot be transferred or in any other way delegated to other people.

16. All actions of the Contestant that are against the stipulations of the Rules and Regulations, as well as not abiding to any of the conditions of participation in the Competition as indicated in the Rules and Regulations or the annexes, will result in excluding the Contestant from the Competition at any stage of the Competition and revoking the Contestant's right to winning a prize in the Competition.

### §3.

#### Rules of the Competition

##### INTRODUCTION

1. The Competition consists of categories:
  - a) **Branded Stories** - in which the Contestant is to shoot commercial films in horizontal format.
  - b) **Music Stories** - in which the Contestant is to shoot music videos.
  - c) **Instagram Stories** - in which the Contestant is to shoot commercial films or music videos in vertical format.
2. The Competition consists of three stages, the same for each category:
  - a) Stage I - submitting by the Contestants their work in the form of Director's Treatments about the chosen topic and within the chosen category;
  - b) Stage II - selecting no less than 40 Director's Treatments by the Jury as part of the preliminary selection, conducting workshops with the Contestants who are authors of the chosen Director's Treatments and assessing their shooting boards, and selecting no less than 20 Contestants by the Jury, who will pass to Stage III;
  - c) Stage III - the finale - shooting of the commercial films and music videos on the basis of the Director's Treatments by the Contestants chosen in Stage II and the final showcase of the films.

##### STAGE I

3. Stage I starts with the announcement on the Competition's Website.
4. The Contestants' task during Stage I of the Competition is to create a Director's Treatment of a film (**Director's Treatment**) that corresponds with the topic of the Competition chosen by the Contestant. The Director's Treatment should include the idea for the film, introduction, the script, a short description of the characters, as well as a description of the set design, locations and sound design. It may also include additional information concerning the creative concept of the film. The Director's Treatment should conform with other guidelines indicated in the description of the given topic of the Competition. The Director's Treatment should include all the elements indicated in the sample Director's Treatment (schedule no. 3 to the Rules and Regulations).
5. The Director's Treatments can be prepared **in groups** of Contestants, where the number of Contestants does not surpass two people. **Every person in the team should agree to the conditions of participating in the Competition and register as a Contestant** on the Competition's Website as well as fill in the team's other member's data in the user panel. In the case of two Contestants being accepted into Stage III of the Competition, at least one of the people in the team should be the director of the Film. The rulings listed below concerning the Contestants and their Director's Treatments and Films (including quantitative restrictions) apply to groups of Contestants.

6. Only original Director's Treatments created by the Contestants can be submitted to the Competition. The Director's Treatment are not to be published anywhere else and all economic rights and moral rights should belong to the Contestants who submit the Director's Treatment in question. The rights to the Director's Treatments are not to be transferred or delegated to a third party and the Contestants are to have the ability to freely manage the rights to the Director's Treatment.
7. In Stage I of the Competition there is the anonymity rule concerning the submitted Director's Treatments. The Director's Treatments and their titles are not to include the Contestants' names and last names. After uploading the Director's Treatment onto the Competition's Website, each Director's Treatment will be given a unique number, corresponding to the number assigned to the Contestant during the registration process on the Competition's Website.
8. The Director's Treatment prepared by the Contestant should be given to the Organizer in electronic form - only in PDF format - through the application form on the Competition's Website. Incomplete application forms will not be taken into consideration for the Competition. In the case of a group of Contestants submitting a single Director's Treatment, only one of the Contestants will submit the Director's Treatment whilst indicating the email address of the teammate on the form.
9. The Director's Treatment can be shown to the Partners of the Competition for informational purposes.
10. Neither the Director's Treatment, nor the Film prepared by the Contestant can go against the good name and stature of the Partners and the brands they are meant to be promoting or representing. The Director's Treatment and the Film cannot contain vulgar content, content that is against the law or contrary to principles of morality, promote risky behavior or violate religious or philosophical feelings. The Director's Treatments that violate the above-mentioned principles will not be considered in the Competition.
11. Each Contestant can submit up to, but **not more than two Director's Treatments for each Partner**.
12. The deadline for sending the Director's Treatments to the Organizer is indicated in the Schedule.

#### STAGE II

13. The Jury will assess the Director's Treatments and choose at least 40 Director's Treatments during the preliminary selection. The authors of the selected Director's Treatments will be then invited to obligatory workshops with the Jury members and with the representatives of the Organizer.
14. During the workshops, the Jury will conduct conversations with the Contestants whose Director's Treatments were chosen during the preliminary selection. The conversations will be about the Contestants' ideas and the concept of shooting their Film. Then, each of the Contestants chosen during the preliminary selection will be **obliged to prepare at their cost and send a shooting board** of their Film to the Organizer. The shooting board is to be based on the Contestant's chosen Director's Treatment.
15. On the basis of the conversations and the shooting boards, the Jury will choose the participants of Stage II:
  - a) no less than 13 Contestants for the Branded Stories category
  - b) no less than 2 Contestants for the Music Stories category
  - c) no less than 6 Contestants for the Instagram Stories category (3 Director's Treatments for commercial films and 3 Director's Treatments for music videos).

16. No more than one Director's Treatment of a given Contestant can be selected during Stage II of the Competition.
17. The announcement of the successful candidates of Stage II (later called "**Finalists**") will take place on the Competition's Website, via social media and via e-mail.
18. The Finalists will be accepted to Stage III **only if they sign contracts with the Organizer**, mentioned in §3, section 33 of the Rules and Regulations. The Finalists are given First Degree Prizes in the form of financial resources to shoot their Films during Stage III.
19. The First Degree Prize will constitute an equal sum for every Treatment, regardless of the number of people in the team.
20. In the case of giving up on taking part in Stage III (shooting of the film) by a Contestant, the Contestant is obliged to return their First Degree Prize.

### STAGE III

21. The Finalists are to shoot their Films (commercial films or music videos) at their own cost, based on their Director's Treatments chosen in Stage II (**Film** or jointly the **Films**).
22. To support the production of the Films made by Finalists, the Organizer will hold a series of free-of-charge, obligatory workshops to assist the technical, artistic and formal side of their projects. Taking part in the workshops is obligatory to every Finalist, with the exclusion of the Contestants who reside abroad and will be given the opportunity to consult their ideas on the telephone.
23. The exact time and place of the workshops will be announced by the Organizer on the Competition's Website.
24. **The Finalists are to be the only directors of their Films** (in the case of teams of two, at least one of the people in the team must be the director).
25. The Finalists are also responsible for all the other stages of making their Films, including the organization and executing of the shoot, editing, sound design and the post-production of the Film, however it is possible to subcontract these activities (with the exclusion of directing) to third parties.
26. The commercial films cannot be longer than 120 seconds and the music videos should conform to the given piece comprising text and music.
27. The commercial films made by the Finalists are to include visible graphics (such as the logo) of the brand that the film is made for. The finalists will receive the materials in question from the Organizer.
28. The Finalists are to send to the Organizer via e-mail the offline versions of their Films. The Films will be then delivered to the Jury, who will assess them and share with the Finalists their non-binding comments or suggestions.
29. The Films are to be prepared according to a technical specification, which will be given to the Contestants in the description of the Competition's topics or via e-mail.
30. The deadline for the final versions of the Films is indicated in the Schedule.
31. Along with the Film, the Contestant is to give to the Organizer the original copy of the descriptive label of the Film, filled and signed by everyone involved in making the Film. The template of the document can be found in Schedule no. 2 to the Rules and Regulations.
32. The Films that are in the wrong format or resolution, which have other technical defects making their correct utilization impossible or without attaching the descriptive label, will be rejected for formal reasons and not taken into consideration in the Competition.

### COPYRIGHT AND RELATED RIGHTS

33. The condition to take part in Stage III is concluding between each Finalist and the Organizer a contract concerning:
- a) transfer of proprietary copyrights and derivative rights to the Director's Treatments chosen in Stage II and the shooting boards delivered by the Contestants; as well as
  - b) transfer onto the Organizer of proprietary copyrights, videogram producer's rights and derivative rights to the Films, as well as
  - c) granting the license to artistic performances, music, voice artist and the images of the people in the Films;
- in the scope set out in the template attached as Schedule no. 1** to the Rules and Regulations. The objective of concluding the above-mentioned contracts is to facilitate to the Organizer and Partners the utilization (**including commercial utilization**) of the Films.
34. Therefore, the Finalists are obligated to, inter alia:
- a) obtain the copyright to all the creative contributions in the Films from the people involved in the filmmaking process, along with the right to exercise derivative copyrights;
  - b) obtain the rights or the license to use the artistic performances (from the performing artists) and the images (from models and extras) of the people depicted in the Films, along with the right to exercise derivative rights entitling to distribute the Film via the Internet and for marketing purposes.
  - c) obtain the rights or the license to use all the musical pieces, voice-overs and other works (for example graphic design works, artistic works, artistic photography) covered with copyrights, that are used in the Films, along with the right to exercise derivative copyrights entitling to distribute the Film via the Internet and for marketing purposes;
- whereby obtaining the rights listed above does not concern the pieces comprising text and music delivered by the Organizer and their performances included in the Music Stories Category (those rights are being provided by the Partner of the Competition).
35. **The detailed scope of the rights that the Finalists are obliged to obtain and transfer onto the Organizer is indicated in the template of the contract in the Schedule no. 1 to the Rules and Regulations.**
36. In order to fulfill the above-mentioned obligations, the Contestants are to use the templates of the documents provided by the Organizer or other templates of the documents, which guarantee the proper way of obtaining the required rights.
37. The Contestants cannot transfer the proprietary copyrights and derivative rights to the Director's Treatment or Film onto other entities than the Organizer.

### SELECTION OF THE WINNERS

38. The Jury will select the best Films from each of the Branded Stories category and the Music Stories category. The Jury will also select two best Films from the Instagram Stories category - best commercial film and best music video.
39. Then, among the best Films, the Jury will select the winner of the Grand Prix.
40. The Jury and the Organizer may award additional special mentions and prizes for chosen Films and their authors. The Jury has the right to decide not to select any winners in a category, if there had been too few submissions or the submitted Films had not been of sufficient quality.

41. The Competition ends with a public screening of the Films during the final gala where the winners of the Competition will be publicly announced
42. All the Finalists that submit their Films for Stage III, will be invited to the final gala.

#### **§4.**

##### **The Jury**

1. The Jury of the Competition (**Jury**) chosen by the Organizer will be watching over the Competition. The Jury will consist of creators and producers from the advertising business and the film industry, as well as representatives of renowned advertising agencies and representatives of the music industry.
2. The Jury will select the graduates of Stage I and Stage II of the Competition, as well as the winners of the Competition.
3. The Jury's decision-making process is based on the majority rule. During Stages I and II of the Competition, the Jury will deliberate and make the decisions in smaller groups, selected independently for each category by the Partners. The selection of the winners will be made by the chapter of the Jury.
4. While assessing the works submitted to the Competition (the Director's Treatments and the Films), the Jury will follow the criteria listed below:
  - a) each film submitted has to conform to the formal requirements listed in the Rules and regulations;
  - b) conformity with the topics of the Competition;
  - c) originality and creativity of the work submitted;
  - d) understanding of the "universe of the brand" or of the artistic spirit of the given performer/music band, the quality of the directing process of the Film, the high quality of storytelling, the consistency of the artistic vision and the story, filmmaking proficiency, the execution of the Film.

The Jury may use additional or more detailed criteria for the purposes of the given stages or categories of the Competition.

#### **§5.**

##### **Prizes**

1. The prizes in the Competition are:
  - a) for the Finalists - a financial prize of PLN 11.000.00 gross (eleven thousand zloty) for each Finalist (The First Degree Prize);
  - b) the Main Prize - Grand Prix - a financial prize of 25.000.00 gross (twenty-five thousand zloty);
  - c) prize for Best Film in the Branded Stories Category - a financial prize of PLN 15.000.00 (fifteen thousand zloty);
  - d) prize for Best Film in the Music Stories Category - a financial prize of PLN 15.000.00 (fifteen thousand zloty);
  - e) prizes for the best Films (best commercial film and best music video) in the Instagram Stories category – special prize from Facebook – an award in the form of an organized trip to a film festival, awarded directly by Facebook – the Partner of the Competition (details will be published on the Competition's Website).

2. Before giving the prizes to the winners, the Organizer, as the remitter, will withhold from the winners of the prizes and pay the tax to the appropriate tax office, as well as the tax assistance from the award, according to the Polish Personal Income Tax Act.
3. If a prize is won by a person who does not conform to the conditions of participating in the Competition or by a person who did not meet all the formal requirements indicated in the Rules and regulations, the person in question loses the right to receive the prize in the Competition, and in the case of the above-mentioned circumstances being revealed after he person is given the prize, he or she is obliged to retribute in kind or to reimburse the Organizer with the financial equivalent of the prize.
4. Due to the fact that the First Degree Prize is aimed only to finance the Film, in the case of a Contestant giving up their participation in the Competition after being given the First Degree Prize, the Contestant is obligated to give the prize back to the Organizer.

## **§6.**

### **Wrongdoings**

1. Any violation of the Rules and Regulations by a Contestant can result in excluding the Contestant from the Competition. The decision is made by the Organizer in consultation with the chapter of the Jury.
2. If a Contestant purposefully gives fictitious or faulty personal data, it is a violation of the Rules and Regulations.
3. A violation of the law in the context of the Competition by a Contestant is a violation of the Rules and Regulations.
4. The Contestants suspected of interfering with the workings of the Competition or acting against the principles of community life or against the Rules and Regulations can be excluded from the Competition by the Organizer or lose their right to the prize.
5. In the case of the Organizer learning that after or before being attributed a prize in the Competition, any of the submitted Director's Treatment or Film is an act of plagiarism or violates the law in any way, the rights of third parties or other stipulations of the Rules and Regulations, the Organizer has the right to:
  - a) exclude the Contestant from the Competition,
  - b) restrain from giving the Contestant the prize until all the doubts are removed or until the violation is cancelled,
  - c) refuse to give the prize to the Contestant and give the prize to another Contestant,
  - d) make the decision to not give the prize to anyone in the Competition and if the prize had already been given to someone, to decide to take the prize away from the Contestant.
6. The Organizer is not responsible for any possible violation of copyrights or derivative copyrights, image rights, personal goods, industrial property law or other rights of third parties by the Contestants, in the context of their participation in the Competition and submitting their works to the Competition, or in the context of the contents of the Director's Treatments or the contents of the Films, or untruthfulness of the statements and assertions made by the Contestants. All the claims related to the above-listed circumstances should be directed straight to the Contestants, who violated the laws listed above. In the case of any claims being directed at the Organizer or the Partners by a third party concerning the above-mentioned violation, the Contestant, after being informed by the Organizer of such claims, is obliged to immediately undertake the necessary steps



and actions in order to explain the situation and in the case of legal proceedings being taken, to enter the civil case in the Organizer's or the Partners' place or enter the case with them, as well as redressing any damages of the Organizer or the Partners resulting from the above-mentioned civil case.

#### **§7.**

##### **Complaint procedure**

1. The Contestants have the right to file a complaint concerning wrongdoings in the course of the Competition
2. All the complaints regarding the Competition may be filed in via e-mail or a registered letter, with the name and last name of the Contestant, his or her contact address, description of the complaint and its detailed justification no later than 14 days since the date of the circumstances constituting the basis for the complaint. The letter is to be sent to the Organizer's address, with a note "Complaint Papaya Young Directors".
3. The Organizer will consider the complaint and let the Contestant know about the acceptance or rejection of his or her complaint, with guidelines about the possible solution of the problem, no later than 14 days after receiving the complaint.

#### **§8.**

##### **Confidentiality**

1. The Contestants are to keep secret all confidential or sensitive information gained during the course of the Competition. Confidential information is information that is not being communicated publicly and that is information about marketing, business, finances, law, personal matters and organizational matters of the Organizer or the Partners. In the case of legally acquiring those types of information, it can be used by the Contestants only for the purposes connected with their participation in the Competition.

#### **§9.**

##### **Final Provisions**

1. Commercial and promotional materials regarding the Competition are of strictly informational character.
2. The Competition is governed by the laws of Poland.
3. All the additional information regarding the Competition will be given by the representatives of the Organizer via e-mail: [konkurs@papayayoungdirectors.com](mailto:konkurs@papayayoungdirectors.com)
4. The Organizer reserves the right to modify the Rules and Regulations, as long as it does not worsen the conditions of taking part in the Competition or when it is necessary due to the force majeure. The Organizer will inform the Contestants about such changes via the Competition's Website.
5. The Rules and Regulations comes into force in the moment of announcing it.
6. The Rules and Regulation have been prepared in Polish and English language versions. In case of any discrepancies, the Polish version shall prevail.

**Schedule no. 1** – template of agreement concerning the transfer of copyrights

**Schedule no. 2** – template of the descriptive label of a commercial film

**Schedule no. 3** – template of the Director's Treatment